

F.No.20/49/2016-AC/555-594
GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
FINANCE (Accounts) DEPARTMENT
4th Level, 'A' Wing, Delhi Secretariat; New Delhi

Dated: 04/08/2016

OFFICE MEMORANDUM

Sub: Model Request for Proposals (RFP) for Selection of Manpower Services Provider

1.1 *The Cabinet vide Decision No. 2386 dated 8th July 2016 has approved the Model RFP for Selection of Manpower Services Provider.*

1.2 *The undersigned is directed to state that for selection of manpower services provider, the Model RFP enclosed herewith may be followed henceforth. The Model RFP aims at bringing about uniformity in the terms and conditions of services, ensuring timely payment of wages and other dues of the personnel and eliminating potential malpractices by manpower services provider*

2. Need for a Standardised Framework

2.1 *For ensuring transparency, efficiency and economy, and for adoption of best practices in the procurement of goods and services, the role of standardising documents and processes has been widely recognised. Standardised documents and processes not only save on the time and costs involved in individual cases of procurement, they also protect the procuring authorities and their officials from making errors and answering for them. Such standard documents typically lay down the norms, principles and parameters to be followed for procurement of goods and services, thereby enabling the procuring authorities to adopt them with considerable ease for meeting their divergent requirements.*

2.2 *In line with this objective, guidelines have been framed for engaging manpower services providers to augment the human resources required for improving efficiencies in the delivery of policies and programmes of the Government. The guidelines provide for pre-qualification and short listing of bidders on the basis of their net-worth and track record, to be followed by selection of the preferred bidder solely on the basis of financial bids. The guidelines are broad and generic in nature. They address the critical minimum requirements that must be observed in conducting the selection process and are aimed at providing predictability to the entire process, thus allowing decisions to be made objectively and expeditiously.*

2.3 *The RFP document for selection of manpower services provider is substantially based on the model documents published by the Ministry of Finance, Department of Expenditure, Government of India. Prior to its approval, the RFP document for selection of manpower services provider was subjected to extensive consultations with the departments, undertakings, selected manpower services providers and other stakeholders. The document so evolved was approved for adoption in the Cabinet meeting held on July 8, 2016 under the chairmanship of the Chief Minister.*

3. Key Principles governing the RFP

3.1 *The key principles governing the RFP are stated below.*

Specific requirements of the procuring authorities

3.2 *The procuring authorities shall determine and clearly specify their requirements for deployment of manpower. The categories of manpower required such as clerical, skilled, semi-skilled or un-skilled, the number of persons required in each category as well as their minimum educational qualifications and work experience would have to be clearly indicated along with the tenure of the required services. Predictability of costs and obligations is essential for attracting credible bidders and for ensuring optimal bids.*

Compliance with laws

3.3 *Specific provisions regarding compliance with various laws, including payment of wages and allowances, would have to be stated clearly in the RFP to enable the bidders to make a fair estimate of the cost of services to be provided to the procuring authority.*

No contractual relationship with the personnel

3.4 *The personnel deployed by the services provider shall have no contractual relationship whatsoever with the procuring authority and the relationship of master and servant or employer and employee shall subsist only between the services provider and the respective personnel. The procuring authority shall have no liability or obligations, present or future in respect of such personnel.*

Fair and transparent selection process

3.5 *The Model RFP is generic in nature and aims at lending transparency and efficiency to the selection process. It also provides the requisite flexibility by placing several provisions within square brackets, thus enabling the procuring authorities to make necessary substitutions. Some flexibility has also been afforded by the respective footnotes. To the extent possible, the concerned procuring authorities should standardise the provisions contained in square brackets so that case by case modifications are minimised.*

Cost of services

3.6 *The cost of services shall mean and include the remuneration payable by the services provider to its personnel, including the employers' contribution to EPF and ESI, the management charge and all taxes due and payable. The cost of services shall be specified in the RFP and reimbursed to the services provider every month. Such costs shall not be subjected to bidding.*

- 3.7 *In addition to the payment of minimum wages and other statutory dues, it is proposed to provide an ex-gratia payment of 15% of the minimum wages, upon satisfactory completion of services during the relevant month, so as to ensure a comparatively better remuneration and livelihood for the personnel, besides incentivising good performance.*
- 3.8 *The management charge shall be a specified proportion (say, 7.5%) of the remuneration payable to the personnel and shall include expenditure on account of management, supervision, provision of uniforms, requisite equipment, a monthly telephone allowance, other allowances, bonus, other statutory dues and all incidental and consequential costs.*

Timely payment to personnel

- 3.9 *The Model RFP provides for payment of monthly remuneration by the services provider to the personnel through electronic transfer no later than 7 (seven) days and payment of contributions towards ESI, EPF etc. no later than 15 (fifteen) days after completion of a calendar month.*

Substitution of personnel

- 3.10 *No substitution of personnel shall normally be permissible, except under compelling circumstances, such substitution being limited to not more than 15% (fifteen per cent) of the total number of personnel. In the event that substitution of any personnel results in removal thereof, and the procuring authority may, in its discretion, refer the case to a substitution committee comprising nominees of the procuring authorities and the services provider for its consideration.*

Standardised Agreement

- 3.11 *The draft agreement forming part of the RFP should cover the terms and conditions that would govern the provision of manpower services. Key elements that the contract ought to include inter alia are the term of the contract; description of the scope of services; modifications to the scope of work; obligations of the services provider, payment of wages, contribution towards EPF and ESI; elimination of conflict of interest; substitution of personnel; ownership of property and documents relating to the services; insurance requirements; dispute resolution, including the use of specified rules for arbitration; treatment of force majeure; conditions for termination; agreement value; billing and payment; and obligations of the procuring authority.*

Eligibility criteria

- 3.12 *A bidder should normally be pre-qualified on the basis of its net-worth and track record. The RFP clearly indicates the nature of past assignments that would be considered eligible for the purpose of assessing the track record of the bidders. Besides stating the minimum eligibility criteria relating to track record, the RFP also specifies the manner in which past experience would be evaluated for assigning technical scores to each bidder. The eligibility criterion of net worth would be restricted to a minimum amount linked to a specified multiple of the monthly costs of services. No score would be assigned for net worth.*

Selection of Personnel

- 3.13 *The services provider shall be responsible for certification of the credentials of all personnel and for ensuring their police verification. Prior to engaging any skilled personnel, the services provider shall submit to the procuring authority its proposal along with a CV of such persons. The procuring authority may approve or reject such proposal and ask for a substitute. The services provider shall employ and provide only such personnel who have the required skills and experience for performing the specified tasks.*

Two-envelope system

- 3.14 *The services provider shall be selected through a 'two-envelope' system comprising a technical proposal and a financial proposal. The experience and track record of bidders is given due emphasis in this method. The technical and financial proposals are to be submitted in two separate sealed covers. The technical proposal comprises the information relating to the eligibility and experience of the bidders whereas the financial proposal comprises the financial offer for tendering the services. The financial proposal should also be submitted through the specified e-procurement platform.*
- 3.15 *The technical proposals are to be opened first. A technical evaluation should be carried out by an evaluation committee and a list of bidders meeting the eligibility criteria should be prepared and ranked based on their technical scores. Only the bidders meeting the minimum eligibility requirements should be pre-qualified.*
- 3.16 *In the second stage, a financial evaluation is carried out. The financial proposals of only the pre-qualified and short-listed bidders should be opened for the purpose of final selection. The preferred bidder shall be selected on the basis of lowest premium sought for providing the services.*

Technical evaluation

- 3.17 *The technical proposal should be evaluated and score awarded for the experience of the bidder firm in respect of providing manpower services to government departments, public sector companies, private companies or autonomous institutions during a period of 3 (three) years preceding the bid due date. To be eligible for pre-qualification, a bidder should have a cumulative three-year score equal to 10 (ten) times the number of personnel proposed to be procured under the RFP.*

Short-listing of bidders

3.18 *Not more than 5 bidders should be prequalified and shortlisted for financial evaluation. The purpose of restricting the number to five is to ensure that only proposals of bidders with a comparatively better track record are considered. In order to avoid concentration of assignments in a few firms, a cap is being imposed based on the number of assignments awarded to the bidder during the last one year or on the total number of manpower provided by it to the procuring authority and to the Government of the NCT of Delhi. However, short-listing may not be undertaken in cases where the volume of procurement is comparatively small, say upto a hundred personnel.*

Financial Evaluation

3.19 *In the second stage, evaluation of the financial proposals of the respective bidders shall be undertaken. For this purpose only the premium quoted by the bidders shall be considered, since all the costs of services will be reimbursed at actuals in accordance with the provisions of the RFP. The bidder quoting the lowest premium, not being less than Re. 1 (Rupee one) per month, shall be selected for award of the assignment..*

Timely payment to the services provider

3.20 *The procuring authority shall make payment of monthly invoice within 15 days of its submission along with proof of payment of all dues of its personnel. Further it has been stipulated that payment of at least 80% (eighty per cent) of the invoice amount shall be made within 3 (three) working days of its submission. In the event of delay in payment of the monthly invoice by the procuring authority, interest shall be due and payable to the services provider.*

Prevention of exploitation

3.21 *Any unlawful exploitation of personnel by the services provider shall be dealt with strictly. In the event any personnel lodges a complaint against any malpractice, the procuring authority may enquire into the veracity of the complaint and if any malpractice is established, the services provider shall be deemed to be in breach of the agreement.*

Variation in number of personnel

3.22 *As and when required by the procuring authorities, the services provider shall increase or decrease the number of personnel by upto 25% (twenty five per cent) of the total number of personnel specified in the RFP. In addition, a further deployment of personnel, not exceeding 50% (fifty per cent) of the total number of personnel specified in the RFP, may be undertaken with mutual consent.*

Norms and procedures

3.23 *The procuring authorities may, in consultation with the services provider, specify the norms of work and output in respect of each category of personnel and may also specify the standard operating procedures in accordance with good industry practice.*

4. Conclusion

- 4.1 *The Model RFP document annexed with this OM has been developed based on the principles outlined above. It is generic in nature and aims at lending transparency and efficiency to the selection process. It addresses the critical requirements that should be satisfied for conducting a fair and transparent bidding process. The administrative departments and other government entities intending to procure the services of manpower services providers should observe these guidelines and adopt the Model RFP document.*
- 4.2 *In case of any ambiguity or doubt with regard to application or interpretation of the Clauses of the Model RFP, a reference may be made to Finance Department/ Development and Dialogue Commission of Delhi for clarification.*




(Rakesh Bali)
Spl. Secretary (Finance)

F.No.20/49/2016-AC/555-594

Dated: 04/08/2016

Copy forwarded for information and necessary action to:

1. Pr. Secretary to Lt. Governor, Delhi
2. Pr. Secretary to Chief Minister, Delhi
3. Secretaries to all the Ministers of Govt. of NCT of Delhi
4. All the Pr. Secretaries / Secretaries / Heads of Departments of GNCTD
5. Controller of Accounts, Pr. Accounts Office, GNCTD
6. Controller of Accounts, Dte. Of Audit, GNCTD
7. Spl. Secretaries/ Joint Secretaries / Dy. Secretaries/ Under Secretary of FD
8. Website of FD



(Rakesh Bali)
Spl. Secretary (Finance)

SELECTION

OF

MANPOWER SERVICES PROVIDER

MODEL REQUEST FOR PROPOSALS

Finance Department
Government of National Capital Territory of Delhi

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Overview of the framework

Need for a standardised framework

For ensuring transparency, efficiency and economy, and for adoption of best practices in the delivery of services, the role of standardising documents and processes has been widely recognised. Standardised documents and processes not only save on the time and costs involved in individual cases of procurement, they also protect the procuring authorities and their officials from making errors and answering for them. Such standard documents typically lay down the norms, principles and parameters to be followed for hiring of services, besides enabling the procuring authorities to adopt them with considerable ease for meeting their divergent requirements.

Standardised documents save on time & costs and ensure transparency

In line with this objective, guidelines have been framed for engaging manpower services providers to augment the human resources required for improving efficiencies in the delivery of policies and programmes of the Government. The guidelines provide for pre-qualification and short listing of bidders on the basis of their networth and track record, to be followed by selection of the preferred bidder solely on the basis of financial bids. The guidelines are broad and generic in nature. They address the critical minimum requirements that must be observed in conducting the selection process and are aimed at providing predictability to the entire process, thus allowing decisions to be made objectively and expeditiously.

Specific requirements

It is important to determine and specify the requirements of the procuring authority for deployment of manpower. The categories of manpower required such as clerical, skilled, semi-skilled or un-skilled, the number of persons required in each category as well as their minimum educational qualifications and work experience would have to be clearly indicated along with the tenure of the required services. Predictability of costs and obligations is essential for attracting credible bidders and for ensuring optimal bids.

Predictability of obligations is critical

Compliance with laws

Specific provisions regarding compliance with various laws, including payment of wages and allowances, would have to be stated clearly in the RFP to enable the bidders to make a fair estimate of the cost of services to be provided to the procuring authority.

Eligibility criteria

A bidder should normally be pre-qualified on the basis of its networth and track record. The RFP should clearly indicate the nature of past assignments that would be considered eligible for the purpose of assessing the track record of the bidders. Besides stating the minimum eligibility criteria relating to track record, the RFP should specify the manner in which past experience would be evaluated for assigning technical scores to each bidder. The

Pre-qualification should rely on net worth and track record

eligibility criterion of net worth would be restricted to a minimum amount linked to a specified multiple of the monthly costs of services. No score would be assigned for net worth.

Two-envelope system

The services provider shall be selected through a ‘two-envelope’ system comprising a technical proposal and a financial proposal. This method of selection places due emphasis on the experience and track record of bidders. The technical and financial proposals are to be submitted in two separate sealed covers. The technical proposal comprises the information relating to the eligibility and experience of the bidders whereas the financial proposal comprises the financial offer for tendering the services. The financial proposal should also be submitted through the specified e-procurement platform.

Higher technical score for short-listing

The technical proposals are to be opened first. A technical evaluation should be carried out by an evaluation committee constituted by the procuring authority and a list of bidders meeting the eligibility criteria should be prepared at this stage. The bidders should be ranked according to their respective technical scores. Only the bidders meeting the minimum eligibility requirements should be pre-qualified.

In the second stage, a financial evaluation is to be carried out. The financial proposals of only the pre-qualified and short-listed bidders should be opened for the purpose of final selection. The preferred bidder shall be selected on the basis of lowest premium sought for providing the services.

Technical evaluation

The technical proposal should be evaluated for the experience of the bidder firm in respect of providing manpower services to government departments, public sector companies, private companies and autonomous institutions during a period of 3 (three) years preceding the bid due date. For each person engaged for a period of not less than 9 (nine) months under an eligible assignment, a score of 1 (one) may be awarded. To be eligible for pre-qualification, a bidder should have a cumulative three-year score equal to 10 (ten) times the number of personnel proposed to be procured under the RFP.

Specified experience for eligibility

Short-listing of Bidders

Not more than 5 bidders should be prequalified and shortlisted for financial evaluation. The purpose of restricting the number to five is to ensure that only proposals of bidders with a comparatively better track record are considered. In order to avoid concentration of assignments in a few firms, a cap may be imposed based on the number of assignments awarded to the bidder during the last one year or on the total number of manpower provided by it to the procuring authority and to the Government of the NCT of Delhi, including any department, public sector undertaking, autonomous institution or any other entity owned or controlled by the Government of the NCT of Delhi. However, short-listing may not be undertaken in cases where the volume of procurement is comparatively small, say upto a hundred personnel.

Short-listing would ensure better outcomes

Financial Evaluation

In the second stage, evaluation of the financial proposals of the respective bidders shall be undertaken. For this purpose only the premium quoted by the bidders shall be considered, since all the costs of services will be reimbursed at actuals in accordance with the provisions of the RFP. The bidder quoting the lowest premium, not being less than Re. 1 (Rupee one) per month, shall be selected for award of the assignment. In case of a tie between two or more bidders, the bidder having a higher technical score will be selected. In the event that two or more Tie Bidders have the same Technical Score, the Selected Bidder shall be determined by draw of lots.

Lowest premium to be the bid criteria

Selection of personnel

The services provider shall be responsible for certification of the credentials of all personnel and for ensuring their police verification. Prior to engaging any skilled personnel, the services provider shall submit to the procuring authority its proposal along with a CV of such persons containing the relevant particulars such as academic and professional qualifications, experience etc. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof and ask for a substitute. The services provider shall employ and provide only such personnel who have the required skills and experience for performing the specified tasks.

Only qualified personnel to be engaged

Cost of services

The cost of services shall mean and include the remuneration payable by the services provider to its personnel, including the employers' contribution to EPF and ESI, the management charge and all taxes due and payable in accordance with the RFP. The management charge shall be a specified proportion (say, 7.5%) of the remuneration payable to the personnel and shall include expenditure on account of management, supervision, provision of uniforms, requisite equipment, a monthly telephone allowance, other allowances, bonus, other statutory dues and all incidental and consequential costs. The cost of services shall be specified in the RFP and reimbursed to the services provider every month. Such costs shall not be subjected to bidding.

Cost of services to be reimbursed at specified rates

In addition to the payment of minimum wages and other statutory dues, it is proposed to provide an ex-gratia payment of 15% of the minimum wages so as to enable a comparatively better remuneration and livelihood for the personnel, besides incentivising good performance..

Ex-gratia payment to personnel

A mobilisation advance equal to 10% (ten per cent) of the annual costs of services shall be made by the procuring authority to the services provider against a bank guarantee. The said advance would carry simple interest at the rate of 4 (four) per cent per annum and shall be recovered in monthly instalments equal to 6.25% (six point two five per cent) of the advance, leaving the balance to be recovered from the final payment for the assignment.

Mobilisation advance to be provided

Timely payment to personnel

It is important to safeguard the interests of the personnel engaged by the services provider so that the intended remuneration and benefits are passed on without any dilution. It has, therefore, been provided that payment of monthly remuneration by the services provider shall be made through electronic transfer no later than 7 (seven) days after completion of a calendar month. Similarly, payment of contributions towards ESI, EPF etc. shall be made no later than 15 (fifteen) days after completion of a calendar month.

Payments to personnel need to be protected

Substitution of personnel

No substitution of personnel shall normally be permissible, except under compelling circumstances beyond the control of the services provider and the concerned personnel, such substitution being limited to not more than 15% (fifteen per cent) of the total number of personnel. In the event that substitution of any personnel results in removal thereof, the services provider shall notify the procuring authority prior to such removal, with reasons thereof, and the procuring authority may, in its discretion, refer the case to a substitution committee comprising 2 (two) nominees of the Authority and 1 (one) nominee of the services provider for its consideration.

Arbitrary removal of personnel to be checked

Preference to serving personnel

The services provider shall give preference to those persons who were working on a similar assignment with the procuring authority during the preceding period of 6 (six) months, subject to their suitability for the services to be provided hereunder.

Preference to persons who were engaged earlier

Timely payments to the Services Provider

The procuring authority shall make payment of monthly invoice within 15 days of its submission along with proof of payment of all dues of its personnel. Further it has been stipulated that payment of at least 80% (eighty per cent) of the invoice amount shall be made within 3 (three) working days of its submission. In the event of delay in payment of the monthly invoice by the procuring authority, interest shall be due and payable to the services provider.

Timely contractual payments need to be ensured

No contractual relationship

The personnel deployed by the services provider shall have no contractual relationship whatsoever with the procuring authority and the relationship of master and servant or employer and employee shall subsist only between the services provider and the respective personnel. The Authority shall have no liability or obligations, present or future in respect of such Personnel.

No direct contract with personnel

Prevention of exploitation

Any unlawful exploitation of personnel by the services provider shall be dealt with strictly in order to eliminate any malpractice or exploitation of the personnel. In the event any personnel lodges a complaint against any malpractice, the procuring authority may enquire into the veracity of the

Provisions against exploitation of personnel

complaint and if any malpractice is established, the services provider shall be deemed to be in breach of the agreement. Further, if any such complaint is made collectively by more than 20% (twenty per cent) of the total number of personnel, the procuring authority may suspend any or all payments due to the services provider, pending remedial action by the services provider.

Variation in number of personnel

As and when required by the Authority, the services provider shall increase or decrease the number of personnel by upto 25% (twenty five per cent) of the total number of personnel specified in the RFP. In addition, a further deployment of personnel, not exceeding 50% (fifty per cent) of the total number of personnel specified in the RFP, may be undertaken with mutual consent.

Flexibility in number of personnel

Norms and procedures

The Authority may, in consultation with the Services Provider, specify the norms of work and output in respect of each category of personnel and may also specify the standard operating procedures in accordance with good industry practice.

Standard operating procedures to be specified

Importance of Agreement

The draft agreement forming part of the RFP should cover the terms and conditions that would govern the provision of manpower services. A standard contract may be used for this purpose. Key elements that the contract ought to include *inter alia* are the term of the contract; description of the scope of services; modifications to the scope of work; obligations of the services provider, payment of wages, contribution towards EPF and ESI; elimination of conflict of interest; substitution of personnel; ownership of property and documents relating to the services; insurance requirements; dispute resolution, including the use of specified rules for arbitration; treatment of force majeure; conditions for termination; agreement value; billing and payment; and obligations of the procuring authority. A draft agreement containing the aforesaid would form part of the RFP.

A binding agreement is necessary

Conclusion

A Model RFP document for appointment of manpower services providers has been developed based on the principles outlined above. It is generic in nature and aims at lending transparency and efficiency to the selection process. It also provides the requisite flexibility by placing several provisions within square brackets, thus enabling the procuring authorities to make necessary substitutions. Some flexibility has also been afforded by the respective footnotes. To the extent possible, the concerned procuring authorities should standardise the provisions contained in square brackets so that case by case modifications are minimised.

Model RFP document should be followed

The Model RFP document for selection of manpower services providers addresses the critical requirements that should be satisfied for conducting a fair and transparent bidding process. The administrative departments and

other government entities intending to procure the services of manpower services provider should observe these guidelines and adopt the Model RFP document for selection of manpower services providers.

SELECTION
OF
MANPOWER SERVICES PROVIDER

MODEL REQUEST FOR PROPOSALS

Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage,

delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Agreement	As defined in Clause 1.1.1 of Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Clause 1.1.1 of Schedule-2
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2
Bidder	As defined in Clause 2.1.1
Bid Due Date	As defined in Clauses 1.5 and 1.8
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Costs of Services	As defined in Clause 2.15.3
CV	Curriculum Vitae
Disputed Amounts	As defined in Clause 2.32 (c)
Documents	As defined in Clause 2.12
EPF	Employee's Provident Fund
ESI	Employee's State Insurance
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.3
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Lowest Bidder	As defined in Clause 1.6
LOA	Letter of Award
Management Charge	As defined in Clause 2.15.4
Manpower Services Provider	As defined in Clause 1.1.1
Mobilisation Advance	As defined in Sub-clause 2.32 (a)
Monthly Invoice	As defined in Sub-clause 2.32 (b)
Net Worth	As defined in Clause 2.2.4
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.2
Premium	As defined in Clause 1.6
Prohibited Practices	As defined in Clause 4.1

Proposals	As defined in Clause 1.2
RFP	As defined in Disclaimer
Selected Bidder	As defined in Clause 3.5.1
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1 of Schedule-2
Services Manager	As defined in Clause 4.6.1 of Schedule-2
Services Provider	As defined in Clause 1.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Proposal	As defined in Clause 2.14.1
Technical Score	As defined in Clause 3.1.4

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION[§]

1.1 Background¹

1.1.1 [The Lt. Governor of National Capital Territory of Delhi acting through and represented by ***** (the “**Authority**”) and having its principal offices at ***** is engaged in the administration and development of the National Capital Territory of Delhi. With the objective of improving its efficiency in the delivery of policies and programmes, the Authority proposes to engage the services of a manpower services provider in accordance with the terms specified in this RFP (the “**Manpower Services Provider**” or “**Services Provider**”).]

1.1.2 The Selected Bidder would provide the manpower services comprising skilled, semi-skilled and un-skilled manpower (the “**Personnel**”) in accordance with the agreement to be entered into between the Authority and the Services Provider (the “**Agreement**”) substantially in the form at Schedule-2 of this RFP. The deployment of Personnel and the estimated Cost of Services is indicated at Schedule-1, and is briefly summarised as under:

Sl. No.	Category of Personnel	Number of Personnel	Cost of Services per month excluding Service Tax (In Rs. Lakh)
[1.	Multi-Tasking Staff (a) Peon/ messenger,	1	0.13
	(b) Sweeper/ cleaner	1	0.13
2.	Driver	1	0.16
3.	Data Entry Operator	1	0.16
4.	Multi-Tasking Assistant	1	0.17
5.	Laboratory Assistant	1	0.20
6.	Stenographer	1	0.22
7.	Executive Assistant	1	0.22

[§] Instructions for Bidders

Note 1: Blank spaces are to be filled by the Bidder after the RFP is issued. (See Appendix-III)

Note 2: Footnotes marked “\$” in the relevant Clauses of the RFP and Schedules are for guidance of the Bidders. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Bidders while submitting their respective Proposals. (See Appendix-III)

¹ Instructions for customisation of this document by the Authority

This Model Request for Proposals (the “RFP”) may be customised for use in accordance with the instructions below:

Note I: Serially numbered footnotes in this RFP are for guidance of the Authority and should be omitted from the RFP before it is issued to prospective Bidders. (See Appendix-IV)

Note II: All provisions specific to services provider in this RFP have been enclosed in square parenthesis and may be modified, as necessary, before issuing the RFP to prospective Bidders. The square parenthesis should be removed after carrying out the required modification. (See Appendix-IV)

Note III: The asterisks in this RFP should be substituted by particulars specific to services provider before issuing the RFP to prospective Bidders. (See Appendix-IV)

Note IV: Notes I, II, III and IV shall be omitted prior to issue of this RFP.

	Total	8	1.39]
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- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Services Provider who is capable of providing suitable Personnel to meet the requirements of the Authority within the stipulated time frame and for the duration specified in this RFP and the Agreement.

1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**” or “**Bids**”) for selection of a Services Provider for improving its efficiency in the delivery of various programmes and policies. The Authority intends to select the Services Provider through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Bid Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be obtained between 1100 hrs and 1600 hrs on all working days on payment of a fee of Rs. 1,000 (Rupees one thousand only) in the form of a demand draft or banker’s cheque drawn on any Scheduled Bank in India in favour of ***** and payable at Delhi. The document can also be downloaded from the Official Website of the Authority. In case of a downloaded form, the Bidder need not deposit the aforesaid fee.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Bid Due Date (the “**Bid Due Date**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial proposals to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1 for determining the eligibility and assigning a Technical Score. Based on this technical evaluation, a list of pre-qualified and short-listed bidders shall be prepared as specified in Clause 3.3. In the second stage, a financial evaluation will be carried out as specified in Clause 3.4, based on the premium, to be expressed in Rs. ***** (Rupees) per month, excluding the Costs of Services, required by the Bidder for providing the Services (the “**Premium**”). In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who requires the lowest Premium, not being less than Re. 1 (Rupee one) for providing the Services.

1.7 Payment

All payments to the Services Provider shall be made in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries/clarifications	[12 days prior to Bid Due Date]
2. Pre-Bid Conference	[10 days prior to Bid Due Date]
3. Authority response to queries	[7 days prior to Bid Due Date]
4. Bid Due Date	[To be specified]
5. Opening of Bids	On Bid Due Date
6. Letter of Award (LOA)	[Within 15 days of Bid Due Date]
7. Signing of Agreement	Within 10 days of LOA
8. Validity of Bids	90 days of Bid Due Date

1.9 Visit to the Authority's offices and inspection of data

Prospective Bidders may visit the Authority's offices and review the available data at any time prior to Bid Due Date. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Phone: *****

Mobile: *****

Email: *****

1.10 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: *****

Time: 1100 hrs

Venue:*****

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Phone: *****

Email: *****

1.11.2 The **Official Website** of the Authority is:

http://www.*****

Note: Please open the page ‘*****’ and then page ‘*****’ to access all the posted and uploaded documents related to this RFP.

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. ***** for Manpower Services Provider

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services and other requirements including the terms and conditions for providing manpower services are specified in this RFP. In case an applicant firm (the “**Bidder**”) possesses the requisite experience and capabilities required for undertaking the assignment, it may participate in the Selection Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the selection of Services Provider shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Section-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.4 The selected Bidder shall be required to employ and provide suitable, experienced and trained Personnel to discharge their respective responsibilities efficiently at all times in accordance with the provisions of the Agreement.

2.2 Conditions of Eligibility of Bidders

- 2.2.1 Bidders must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:
- (A) **Technical Capacity:** The Bidder shall have, over the past 3 (three) years preceding the Bid Due Date, undertaken a minimum of 5 (five) Eligible Assignments as specified in Clause 3.1.3 and achieved the minimum Technical Score as specified in Clause 3.3.1.
- (B) **Financial Capacity:** The Bidder shall have a minimum Net Worth² (the “**Financial Capacity**”) of Rs. 1 cr (Rupees one crore)³ at the close of the preceding financial year.
- 2.2.3 The Bidder shall enclose with its Proposal, certificate(s) in the prescribed formats from its Statutory Auditors[§] stating (a) the total number of Personnel

² Net Worth has been adopted as the criterion for assessing financial capacity since it is a comprehensive indication of the financial strength of the Bidder.

³ This amount should normally be the higher of Rs. 1 cr. and about 3 (three) times the monthly Costs of Services for which Proposals are being invited.

provided for a period not less than 9 (nine) months each and its total revenues from provision of manpower services during each of the 3 (three) financial years preceding the Bid Due Date; and (b) the total number of Personnel provided for a period not less than 9 (nine) months in respect of each of the Eligible Assignments specified in the Proposal and the payments received for each such assignment. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

- 2.2.4 The Bidder shall enclose with its Bid, certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4. For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- 2.2.5 The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Bid is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any Services, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 2.2.8 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
- 2.2.9 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder,

⁵ No separate annual financial statements should be submitted.

mean the accounting year followed by the Bidder in the course of its normal business.

[2.2.10 Other Eligibility conditions shall include:

(a) No Bidder shall be eligible for consideration hereunder if it has been awarded during the period of 1 (one) year preceding Bid Due Date -

(i) more than 3 (three) assignments to provide manpower services to the Authority; or

(ii) more than 10 (ten) assignments to provide manpower services to the Government of the NCT of Delhi, including any Department, public sector undertaking, autonomous institution or any other entity owned or controlled by the Government of the NCT of Delhi:

(b) The restriction in Sub-clause (i) shall not apply if the total manpower provided to the Authority is less than 500 (five hundred) persons and the restriction in Sub-clause (ii) shall not apply if the total manpower provided to any and all entities specified therein is less than 5,000 (five thousand) persons.]

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the award of Services hereunder (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Services Provider renders professional, objective, and impartial Services and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Services Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Bidder or its Associate and any other Bidder have common controlling shareholders or other ownership interest; or

(b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(c) such Bidder has the same legal representative or address for purposes of this Bid as any other Bidder; or

- (d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (e) there is a conflict among this and other assignments of the Bidder and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders; or
- (f) a firm which has been engaged by the Authority to provide goods or works for the Authority, and its Associates, will be disqualified from providing Services for the Authority; conversely, a firm hired to provide Services for the Authority, and its Associates, will be disqualified from subsequently providing goods or works related to the same Authority, save and except as provided in Clause 2.3.4.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 A Bidder eventually appointed to provide this Services, and its Associates, shall be disqualified from subsequently providing goods or works related to the Authority and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the completion of this assignment; provided further that this restriction shall not apply to Services provided in continuation of this Agreement.

2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Bid for the Services. A Bidder applying individually or as an Associate shall not be entitled to submit another bid.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority's offices. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Authority's offices and ascertaining for themselves the office conditions,

location, surroundings, climate, working environment, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to consider the second lowest Bidder, or

take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference
- 6 Miscellaneous

Schedules

- 1 **Deployment and costs of Personnel**
 - Annex-I: Deployment of Personnel
 - Annex-II: Estimate of Costs of Services
- 2 **Form of Agreement**
 - Annex-I: Deployment of Personnel
 - Annex-II: Estimate of Costs of Services
 - Annex-III: Bank Guarantee for Performance Security
 - Annex-IV: Bank Guarantee for Advance Payments

Appendices

Appendix-I: Technical Proposal

- Form-1: Letter of Proposal
- Form-2: Particulars of the Bidder
- Form-3: Statement of Legal Capacity
- Form-4: Power of Attorney
- Form-5: Financial Capacity of Bidder
- Form-6: Abstract of Eligible Assignments of Bidder
- Form-7: Eligible Assignments of Bidder
- Form-8: Existing assignments of Bidder for manpower services awarded by Government of NCT of Delhi

Appendix–II: Financial Proposal

Form-1: Financial Proposal

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

“Queries concerning RFP for Services Provider”

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Bidders (who have purchased the RFP document) by e-mail.

2.11.2 All such amendments will be notified through e-mail to all Bidders who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date[§].

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting

[§] While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 7 (seven) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 5 (five) days shall be provided.

document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 2 (two) copies of the Proposal, alongwith Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Bidders should note the Bid Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid Due Date as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

- 2.14.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
- (a) The Bid Security is provided;
 - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (c) Power of Attorney, if applicable, is executed as per Applicable Laws; and
 - (d) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Services Provider either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Services Provider, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

- 2.15.1 Bidders shall submit the financial proposal in the format at Appendix-II (the “**Financial Proposal**”) clearly indicating the Premium per month in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorised

Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

- 2.15.2 The Premium payable to the Services Provider shall be in addition to the Costs of Services which shall be due and payable in accordance with the provisions of this RFP and the Agreement.
- 2.15.3 The Costs of Services shall mean and include the remuneration payable by the Services Provider to its Personnel, including the employer's contribution to EPF and ESI, the Management Charge and all taxes due and payable in accordance with this RFP (the “**Costs of Services**”).
- 2.15.4 The Management Charge shall be a specified proportion of the wages payable to the Personnel (the “**Management Charge**”) and shall include expenditure on account of management, supervision, [provision of 2 (two) summer and 1 (one) winter uniform, requisite equipment, a monthly telephone allowance of Rs. 150 (Rupees one hundred and fifty) to each Personnel, payment of bonus and other statutory dues], and all incidental and consequential costs.
- 2.15.5 While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i) All the costs associated with the assignment are included in the Financial Proposal which shall cover remuneration of Personnel, Management Charge, taxes etc. The Financial Proposal shall include reimbursement of the Costs of Services in accordance with the provisions of the Agreement and the Premium per month quoted by the Bidder; and
 - (ii) the total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

2.16 Submission of Proposal

- 2.16.1 The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number and Services name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Bidder. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person”

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 Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.16.3 Subject to the provisions of Clause 2.16.8, the aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain:

- (i) Bid in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 8 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.20.1

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format (Form 1 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on the Bid Due Date. Proposals submitted by fax, telex, telegram or e-mail, other than the specified e-platform for bidding, shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rate quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Services Provider under the Agreement.

2.16.8 No later than the time and date specified as the Bid Due Date, **the Bidder shall submit its Financial Proposal through the e-procurement platform <https://govtprocurement.delhi.gov.in/nicgep/app>**. For this purpose, registration of the Bidder with the Application Services Provider (ASP) of NIC is mandatory. For any assistance regarding e-tendering, the Bidder may contact the Help Desk, 6th Floor, C-Wing, Vikas Bhawan-II (Near Metcalf House), Civil Lines, Delhi-110054 (Telephone No. 011-23813523). A bidder who is already registered need not register again. However, the Bidder is required to have a Class-II or Class-III Digital Certificate from one of the authorised agencies of the Controller of Certifying Authorities (CCA), Government of India. The list of certifying authorities is available at <http://cca.gov.in>.

2.17 Bid Due Date

- 2.17.1 Proposal should be submitted at or before 1100 hrs on the Bid Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Bid Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Bidder shall furnish as part of its Proposal, a bid security of [Rs. 10,000 (ten thousand)]⁴ in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the ***** payable at Delhi (the “**Bid Security**”), returnable not later than 30 (thirty) days from Bid Due Date except in case of the Lowest Bidder and second lowest Bidder as required in Clause 2.25. In the event that the Lowest Bidder commences the assignment as required in Clause 2.29, the second lowest Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from Bid Due Date. The Selected Bidder’s Bid Security shall be returned, upon the Bidder signing the Agreement and submitting the Performance Security in accordance with the provisions of Clause 2.21.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

⁴ May be fixed @ Rs.2,000 (Rupees two thousand) for every Personnel proposed to be employed under this RFP, subject to a minimum of Rs. 10,000 (ten thousand) and a maximum of Rs. 5,00,000 (five lakh).

- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority'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 Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If a Bidder submits a non-responsive Proposal;
 - (b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
 - (d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25;
 - (e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
 - (f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

- 2.21.1 The Selected Bidder shall be required to furnish a Performance Security for an amount of 5% (five per cent) of the Agreement Value in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the ***** payable at Delhi (the "**Performance Security**"), valid for a period of 80 (eighty) days from the date of its submission to the Authority .The Selected Bidder will have an option to provide Performance Security in the form of a bank guarantee acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 90 (ninety) days from the expiry of the Agreement, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Selected Bidder from time to time.
- 2.21.2 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Bidder commits a breach of the Agreement.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 1130 hours on the Bid Due Date, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, sealed, bound together and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

- 2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.3 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation shall be carried out in terms of Clause 3.4.
- 2.22.7 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If a Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF SERVICES PROVIDER

2.25 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Services Provider under this RFP. Issues such as understanding of the RFP and quality of the Personnel to be provided shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next lowest Bidder as the Selected Bidder and invite it for negotiations.

2.26 Indemnity

The Services Provider shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in Services and for any liability arising on account of non-compliance with Applicable Laws.

2.27 Award of assignment

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next lowest Bidder may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of assignment

The Services Provider shall commence the Services within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Selected Bidder fails to either sign the Agreement as specified in Clause 2.28, or commence the assignment as specified herein, the Authority may invite the second lowest Bidder for negotiations. In such an event, the Bid Security of the Selected Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by a Bidder or Services Provider to the

Authority shall remain or become the property of the Authority. Bidders and the Services Provider, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Services Provider to the Authority in relation to the assignment shall be the property of the Authority.

F. OTHER CONDITIONS

2.31 Terms and conditions of Services

2.31.1 The terms and conditions of the Services are specified in Schedule-2 and shall be binding on the Services Provider and the Authority at all times. The aforesaid terms and conditions shall include -

- (i) reimbursement of Costs of Services by the Authority;
- (ii) payment of Premium by the Authority;
- (iii) payment of monthly remuneration by the Services Provider to the Personnel, at rates not lower than the rates specified in the Agreement and in accordance with Applicable Laws, through electronic transfer, no later than 7 (seven) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel;
- (iv) payment of compensation to Personnel in an amount equal to 0.5% (zero point five per cent) of wages for each day's delay in payment of wages beyond the date specified in sub-clause (iii) above, provided that such compensation shall not be due and payable if the delay is the direct result of a delay in release of payments by the Authority for and in respect of such wages;
- (v) payment of contributions towards ESI, EPF etc. relating to all Personnel no later than 15 (fifteen) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel;
- (vi) ensuring police verification of each Personnel and submission of the evidence thereof to the Authority along with a photograph;
- (vii) certification of the credentials of Personnel;
- (viii) issuance of photo identity cards with all relevant particulars such as name, father's name, date of birth, address, contact number, blood group and Aadhar Card number;
- (ix) grant of leave in accordance with the Agreement;
- (x) compliance with the provisions of the Payment of Wages Act, 1936; Payment of Gratuity Act, 1972; Equal Remuneration Act, 1976; Child Labour (Prohibition and Regulation) Act, 1986; Minimum Wages Act, 1948; Employees Provident Fund & Employees Provisions Act, 1952;

ESI Act, 1948; Workmen's Compensation Act, 1923; Industrial Dispute Act, 1947; Maternity Benefit Act, 1961 and Contract Labour (Regulations and Abolitions) Act, 1970 or any modifications thereof or any other laws relating thereto and rules made thereunder from time to time; and

- (xi) all other conditions specified in the Agreement.
- 2.31.2 The Parties agree that the Personnel deployed by the Services Provider shall have no contractual relationship whatsoever with the Authority and the relationship of master and servant or employer and employee shall subsist only between the Services Provider and the respective Personnel. The Authority shall exercise no direct administrative, supervisory and managerial control over the Personnel deployed by the Services Provider and no liability or obligations, present or future in respect of such Personnel.
- 2.31.3 The Services Provider shall employ and provide only such Personnel who have the required skills for performing the tasks and are experienced and trained for this purpose. The Authority shall be at liberty to seek removal of any Personnel, who in the opinion of the Authority, fails to perform the task assigned to him satisfactorily or is incompetent or negligent in the performance of his duties or indulges in misconduct. The Services Provider shall, upon receiving instructions of the Authority, withdraw such Personnel forthwith, and shall provide a suitable replacement in lieu thereof. The Services Provider shall ensure that the Personnel withdrawn on the specific instructions of the Authority are not deployed at the offices of the Authority without prior approval of the Authority.
- 2.31.4 The Authority will not consider any substitution of Personnel except under compelling circumstances beyond the control of the Services Provider and the concerned Personnel. Such substitution shall be limited to not more than 15% (fifteen per cent) of the total number of Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of Personnel beyond the aforesaid limit of 15% (fifteen per cent) shall be permitted subject to reduction of remuneration equal to one half of the Management Charge due and payable for and in respect of such substituted Personnel for a period not exceeding 6 (six) months.
- 2.31.5 In the event that any Personnel is proposed to be removed by the Services Provider for substitution, the Services Provider shall notify the Authority prior to such removal, with reasons thereof, and the Authority may, in its discretion, refer the case to a substitution committee comprising 2 (two) nominees of the Authority and 1 (one) nominee of the Services Provider. The committee shall consider the case forthwith and either confirm or reject the proposal for removal of the Personnel.
- 2.31.6 The Services Provider shall increase or decrease the number of Personnel for deployment by upto 25% (twenty five per cent) of the total number of Personnel specified in Annex-I of Schedule-2 as and when required by the Authority by a written notice of at least 7 (seven) days. In addition, a further deployment of

Personnel, not exceeding 50% (fifty per cent) of the total number of Personnel specified in the said Annex-I, may be undertaken with mutual consent.

- 2.31.7 The Services Provider may, in its discretion, provide services to other entities owned or controlled by the Government of NCT of Delhi on the same terms and conditions as applicable hereto; provided that the cumulative total of all personnel provided for such services shall not exceed the total number of Personnel specified in Annex-I; provided further that upon entering into any such agreement with any such entity, the Services Provider shall provide forthwith the relevant particulars to the Authority for its information and record.
- 2.31.8 The Services Provider shall, while selecting the persons to be deployed under this Agreement, give preference to those persons who were working on a similar assignment with the Authority during a period of 6 (six) months preceding the date of this Agreement, subject to suitability of such persons for the Services to be provided hereunder. The Services Provider shall make best endeavours for deploying the maximum number of such persons in order to enable continuity and efficiency of Services.

2.32 Billing and payment

The mode of billing and terms of payment have been specified in detail in Clause 6.2 of the Agreement at Schedule-2. Some of the salient features are as under:

- (a) A mobilisation advance for meeting the Costs of Services (the “**Mobilisation Advance**”) for an amount upto 10% (ten per cent) of the Agreement Value shall be made by the Authority to the Services Provider against a Bank Guarantee from a Scheduled Bank in an amount equal to such advance, such Bank Guarantee to remain effective until the Mobilisation Advance has been fully set off. Provided, however, that upon recovery of 50% (fifty per cent) of the Mobilisation Advance, the Services Provider may substitute the said Bank Guarantee by a new Bank Guarantee for an amount equal to 5% (five per cent) of the Agreement Value, such Bank Guarantee to remain effective until the Mobilisation Advance has been fully set off.
- (b) The Services Provider shall raise a monthly invoice for amounts due to it under the Agreement (the “**Monthly Invoice**”) after completion of every calendar month and submit in triplicate with necessary particulars, including proof of payment of all dues of its Personnel to the Authority. The Monthly Invoice shall be due and payable within 15 (fifteen) working days from the date of its submission, save and except any amounts which it determines as not payable or disputed.
- (c) The Authority shall, within 5 (five) days of receiving a Monthly Invoice, notify to the Services Provider the relevant particulars of amounts that it does not consider due and payable hereunder (the “**Disputed Amounts**”), if any, with particulars thereof. The Services Provider shall, within 5 (five) days of receiving such notice, present any information or evidence as may reasonably be required by the Authority for determining that such Disputed Amounts are payable. The Services Provider may also call upon the Authority, after seeking its consent, for

resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply.

- (d) If any amount is payable by either Party to the other Party upon determination of a dispute under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under the Agreement, and interest for the period of delay shall be due and payable at the rate specified below.
- (e) All amounts due and payable to the Services Provider under the provisions of the Agreement shall be paid within the period set forth in the Agreement. In the event of delay beyond such period, the Authority shall pay interest for the period of delay, calculated at a rate equal to 3% (three per cent) above the Bank Rate on the amounts due and payable.
- (f) The Parties expressly agree that in the event the Authority pays the Monthly Invoice amount or part thereof within 3 (three) working days of the date of submission of the Monthly Invoice and particulars thereof, the Authority shall be entitled to a deduction of 0.5% (zero point five per cent) from such amount by way of discount for early payment. Provided, however, that the Authority shall pay, within the said period of 3 (three) working days, at least 80% (eighty per cent) of the amount duly claimed in a Monthly Invoice.

2.33 Malpractices against Personnel

The Services Provider shall not unlawfully exploit the Personnel in any manner or recover from them any amounts not due to the Services Provider. In the event that the Services Provider indulges in any malpractice in respect of the Personnel, the Services Provider shall be deemed to be in breach of this Agreement.

2.34 Norms and procedures

The Authority may, in consultation with the Services Provider, specify the norms of work and output in respect of each category of Personnel and may also specify the standard operating procedures in accordance with good industry practice.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal of Eligible Bidders will be evaluated on the basis of Bidder's experience and track record.

3.1.2 The scoring criteria to be used for evaluation shall be based on the number of persons engaged on Eligible Assignments during each of the 3 (three) years preceding the Bid Due Date.

3.1.3 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, an assignment in respect of providing manpower comprising of at least 10 (ten) persons for rendering services in any government department, public sector company, private company or autonomous institution for a period of not less than 9 (nine) months shall be deemed as eligible assignment (the "**Eligible Assignment**").

3.1.4 For each person engaged under an Eligible Assignment for a period of not less than 9 (nine) months, a score of 1 (one) shall be awarded (the "**Technical Score**"). The number of persons shall be computed hereunder on the basis of evidence comprising attested copies of work orders or contracts to be furnished by the Bidder.

3.2 Financial information for purposes of evaluation

3.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.2.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Form-5 of Appendix-I.

3.3 Pre-qualification and Short-listing of Bidders

3.3.1 The credentials of eligible bidders shall be measured in terms of their Technical Score. For a Bidder to be pre-qualified hereunder, he should meet all the conditions of eligibility and have a Technical Score equal to 10 (ten) times the number of Personnel proposed to be procured under this RFP.

[3.3.2 The pre-qualified Bidders shall then be ranked on the basis of their Technical Scores and based on such ranking, not more than 5 (five) shall be short-listed for evaluation of their Financial Proposals in the second stage.]⁵

3.4 Evaluation of Financial Proposal

3.4.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.4. Prior to evaluation of Financial Proposals, the Authority will determine whether each Financial Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Financial Proposal that is not responsive hereunder.

3.4.2 For financial evaluation, only the Premium specified in the Financial Proposal, excluding the Costs of Services, will be considered.

3.4.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Premium indicated in the Financial Proposal shall be deemed as final and inclusive of the Costs of Services and any additional amount required by the Bidder by way of Premium. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Agreement within the total quoted price shall be that of the Manpower Service Provider.

3.5 Selection of Bidder

3.5.1 The Bidder who quotes the lowest Premium shall ordinarily be declared as the selected bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.

3.5.2 In the event that two or more Bidders quote the same amount of Premium (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder on the basis of higher Technical Score at the pre-qualification stage and the Bidder having the highest Technical Score shall be the Selected Bidder. In the event that two or more Tie Bidders have the same Technical Score, the Selected Bidder shall be determined by draw of lots.

3.5.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Authority shall identify the Selected Bidder on the basis of higher Technical Score at the pre-qualification stage and the Bidder having the highest Technical Score shall be the Selected Bidder.

⁵ Short-listing may be undertaken where the number of Personnel to be provided under this RFP exceeds 100 (one hundred).

- 3.5.4 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.5.3, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Selection Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second Lowest Bidder in the first round of bidding.
- 3.5.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.5.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the specified period. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Services Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Services Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Services Provider, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the Agreement, who at any time has been or is an employee or service provider of the Authority in relation to any matter concerning the Services;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. Only those Bidders, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Bid Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULES

Schedule-1: Deployment and costs of Personnel

SCHEDULE-1

(See Clauses 1.1.2, 2.15.3 of RFP and Clause 4.2 of Schedule-2)

DEPLOYMENT AND COSTS OF PERSONNEL

Schedule-1: Deployment and costs of Personnel

Annex-I

(See Clauses 1.1.2 of RFP and 4.2 of Schedule-2)

DEPLOYMENT OF PERSONNEL⁶

Sl. No. (1)	Category of Personnel (2)	Number of Personnel required (3)	Category of manpower (4)	Minimum Educational Qualifications (5)	Other requirements, if any (6)	Additional Allowance (7)	Remarks, if any (8)
1.	Multi-Tasking Staff (a) peon/ messenger	1	Unskilled	Class X			
	(b) sweeper/ cleaner	1	Unskilled	Class V		Equipment & Material allowance of 3% to sweepers and cleaners	
2.	Driver	1	Skilled	Class X	Minimum experience of 3 years		
3.	Data Entry Operator	1	Skilled	B.A. or equivalent and diploma/ certificate from a recognised	Minimum experience of 2 years		CV shall be provided to the Authority prior to deployment

⁶ Column numbers 2, 3, 5, 6 and 7 of this Annex-I are indicative and may be modified in accordance with the requirements of the Authority. Consequential changes may also be made as necessary.

Schedule-1: Deployment and costs of Personnel

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
4.	Multi-tasking Assistant	1	Clerical Staff	B.A. or equivalent	Minimum experience of 1 year		CV shall be provided to the Authority prior to deployment
5.	Laboratory Assistant	1	Clerical Staff	B.Sc. or equivalent	Minimum experience of 2 years	20% of wages as additional allowance	CV shall be provided to the Authority prior to deployment
6.	Stenographer	1	Clerical Staff	B.A. or equivalent with diploma/certificate in stenography	Minimum experience of 2 years	30% of wages as additional allowance	CV shall be provided to the Authority prior to deployment
7.	Executive Assistant	1	Supervisory Staff	B.A. or equivalent	Minimum 3 years of office experience	30% of wages as additional allowance	CV shall be provided to the Authority prior to deployment

Notes:

1. The number of personnel required by the Authority may be increased or decreased by upto 25% (twenty five per cent). The payment for Personnel shall be increased or decreased correspondingly.
2. The office timings are from 9.00 AM to 6.00 PM, Monday to Saturday which shall include a lunch-break and tea-break aggregating 1 (one) hour. The office timings may be modified by the Authority from time to time. Over-time shall be due and payable if the Personnel are required to perform Services before or after the aforesaid timings.
3. The Service Provider shall pay to the Personnel remuneration no less than the notified minimum wages, Employee's Provident Fund contribution, Employee's State Insurance and all other statutory dues payable in accordance with the Applicable Laws. In addition, the ex-gratia payment and allowances specified, if any, shall also be paid to the respective Personnel.

Annex-II
Estimate of Costs of Services⁷
(See Clause 2.15.3)

Sl. No.	Category of Personnel	Number of Personnel	Rate of wages per Personnel [€] (per month)	Ex-gratia [§] payment (15% of wages)	Additional Allowance	EPF	ESI	Management Charge [€] (7.5% of column 4, 5 and 6)	Total Cost per Personnel per month excluding Service Tax ¹⁰	Service Tax, as applicable	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1.	Multi-Tasking Staff (a) Peon/ messenger,	1	9,178	1,377		1,250	496	792	13,093	1,898	
	(b) Sweeper/ cleaner	1	9,178	1,377	275 (Material and Equipment allowance of 3%)	1,250	514	812	13,406	1,944	
2.	Driver	1	11,154	1,673		1,518	602	962	15,909	2,307	
3.	Data Entry Operator	1	11,154	1,673		1,518	602	962	15,909	2,307	
4.	Multi-Tasking Assistant	1	12,142	1,821		1,653	656	1,047	17,319	2,511	
5.	Laboratory Assistant	1	12,142	1,821	2,428 (20% of wages)	1,653	771	1,229	20,044	2,906	
6.	Stenographer	1	12,142	1,821	3,643 (30% of wages)	1,653	829	1,320	21,408	3,104	
7.	Executive Assistant	1	12,142	1,821	3,643 (30% of wages)	1,653	829	1,320	21,408	3,104	
	Grand Total	8	NA		NA	12,148	5,299	8,444	138,496	20,081	

⁷ Column numbers 2, 3 and 6 are indicative and may be modified to conform with Annex-I of this Schedule-1. Consequential modifications may also be made in columns 9 and 11. Additional remuneration by way of ex-gratia payment and additional allowance may be specified if a higher remuneration is to be paid by the Authority for attracting the requisite talent having the specified qualifications and experience.

[€] The rate of wages specified in column 4 are based on Notification F.No.12(142)/13/mw/Lab/2231 dated October 10, 2015 issued by the Labour Department, Govt. Of NCT of Delhi and shall be modified in accordance with the statutory rates applicable from time to time. The amount payable for EPF and ESI in columns 7 and 8 respectively shall be determined in accordance with Applicable Laws.

[§] Upon satisfactory delivery of services during the relevant month, an ex-gratia payment equivalent to 15% (fifteen per cent) of the wages specified in column 4 shall be due and payable for and in respect of each Personnel. In case the services of a Personnel are found deficient in any aspect, the Authority may, in its discretion, deduct the whole or part of ex-gratia payment in respect of that Personnel, without prejudice to other rights of the Authority including recovery of liquidated damages from the Services Provider.

‡ This shall include provision of two summer and one winter uniform in accordance with good industry practice, a monthly allowance of Rs. 150 for mobile phone, requisite equipment, all other allowances, payment of bonus and other statutory dues etc. and the management, supervision and overhead expenses of the Services Provider.

Notes:

1. Ex-gratia payment shall be 15% of wages, subject to the condition specified in the footnote on pre-page.
2. EPF contribution of the employer shall be 13.61% of wages.
3. ESI contribution shall be 4.75% of wages.
4. Service Tax is calculated at the rate of 14.5% of the total payment due to the Services Provider.
5. Reimbursement for the relieving staff, if any, against weekly holidays shall be due and payable in addition to the above.
6. Premium amount shall be due and payable in addition to the above.

SCHEDULE-2
(See Clause 2.1.3)

AGREEMENT

FOR

SERVICES PROVIDER

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AGREEMENT
for
Services Provider

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [Lt. Governor of the National Capital Territory of Delhi acting through] and having its principal offices at ***** (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Manpower Services Provider**” or “**Services Provider**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal invited proposals for providing manpower services to it (hereinafter called the “**Services**”);
- (B) the Services Provider submitted its proposals for the aforesaid work, whereby it represented to the Authority that it had the required manpower and professional skills, and in the said proposals it also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Services Provider, issued a Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Government**” means the Government of National Capital Territory of Delhi;
- (i) “**INR, Re. or Rs.**” means Indian Rupees;
- (j) “**Party**” means the Authority or the Services Provider, as the case may be, and Parties means both of them;
- (k) “**Personnel**” means persons hired by the Services Provider and assigned to the Authority for performance of the Services or any part thereof;
- (l) “**RFP**” means the Request for Proposals document in response to which the Services Provider’s proposal for providing Services was accepted;
- (m) “**Services**” means the duties, obligations, tasks and services to be performed by the Services Provider and its Personnel pursuant to this Agreement; and
- (n) “**Third Party**” means any person or entity other than the Government, the Authority or a Services Provider.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Services Provider. The Services Provider shall, subject to this Agreement,

have complete responsibility for performance of Services under this Agreement and shall also be fully responsible for the Services performed by each of the Personnel on behalf of the Services Provider.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Services Provider shall be as set forth in the Agreement, in particular:

- (a) the Services Provider shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Services Provider in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Services Provider, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Services Provider's Representative set out below in Clause 1.9 or to such other person as the Services Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Services Provider may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the

Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Services Provider; provided that if the Services Provider does not have an office in the same city as the Authority’s office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the offices of the Authority or as per directions given by the Authority, in accordance with the provisions of RFP and this Agreement and at such locations as are incidental thereto.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Services Provider, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.9.3 The Services Provider may designate one of its employees as the Services Provider’s Representative. Unless otherwise notified, the Services Provider’s Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Services Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Services Provider shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Services Provider does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Services Provider, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Services Provider shall stand forfeited.

2.4 Expiry of Agreement

2.4.1 Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Services Provider hereunder.

2.4.2 The Parties may, with mutual consent, extend this Agreement by a period not exceeding [1 (one) year] on the same terms and conditions.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Services Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Personnel or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 7 (seven) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Services Provider shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Services Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Payments

- 2.8.1 The Authority may, by written notice of suspension to the Services Provider, suspend all payments to the Services Provider hereunder if the Services Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Services Provider to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Services Provider of such notice of suspension.
- 2.8.2 Upon suspension of payments under Clause 2.8.1, the Authority may, on behalf of the Services Provider, make the payments due to any or all Personnel, by direct transfer to their respective accounts, and notify the Services Provider forthwith. Such payments shall be deemed to be payments made by the Authority to the Services Provider in accordance with the provisions of this Agreement.

2.9 Termination of Agreement

- 2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Services Provider, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Services Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Services Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Services Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Services Provider submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Services Provider knows to be false;
- (e) any document, information, data or statement submitted by the Services Provider in its Proposals, based on which the Services Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Services Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Services Provider

The Services Provider may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Services Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Services Provider that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Services Provider may have subsequently granted in writing) following the receipt by the Authority of the Services Provider's notice specifying such breach;

- (c) as the result of Force Majeure, the Services Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Services Provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Services Provider's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Services Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Services Provider or its Personnel and materials furnished by the Authority, the Services Provider shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Services Provider (after offsetting against these payments any amount that may be due from the Services Provider to the Authority):

- (i) reimbursement pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- (ii) Premium, if any, due for the period prior to termination.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE SERVICES PROVIDER

3.1 Terms and conditions of Services

3.1.1 Standards of Performance

The Services Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and methods. The Services Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful provider of Services to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Applicable Laws

The Services Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Services Provider comply with the Applicable Laws.

3.1.3 Suitability of Personnel

The Services Provider shall employ and provide only such Personnel who have the required skills for performing the tasks and are experienced and trained for this purpose. The Authority shall be at liberty to seek removal of any Personnel, who in the opinion of the Authority, fails to perform the task assigned to him satisfactorily or is incompetent or negligent in the performance of his duties or indulges in misconduct. The Services Provider shall, upon receiving instructions of the Authority, withdraw such Personnel forthwith, and shall provide a suitable replacement in lieu thereof. The Services Provider shall ensure that the Personnel withdrawn on the specific instructions of the Authority are not deployed at the offices of the Authority without prior approval of the Authority.

3.1.4 No contractual relationship with Personnel

The Parties agree that the Personnel deployed by the Services Provider shall have no contractual relationship whatsoever with the Authority and the relationship of master and servant or employer and employee shall subsist only between the Services Provider and the respective Personnel. The Authority shall exercise no direct administrative, supervisory and managerial control over the Personnel deployed by the Services Provider and shall have no liability or obligations, present or future in respect of such Personnel.

3.1.5 Variation in number of Personnel

The Services Provider shall increase or decrease the number of Personnel for deployment by upto 25% (twenty five per cent) of the total number of Personnel specified in Annex-I as and when required by the Authority by a written notice of at least 7 (seven) days. In addition, a further deployment of

Personnel, not exceeding 50% (fifty per cent) of the total number of Personnel specified in Annex-I, may be undertaken with mutual consent.

3.1.6 Services for other entities

The Services Provider agrees and undertakes that it may, in its discretion, provide services to other entities owned or controlled by the Government of NCT of Delhi on the same terms and conditions as applicable hereto; provided that the cumulative total of all personnel provided for such services shall not exceed the total number of Personnel specified in Annex-I; provided further that upon entering into any such agreement with any such entity, the Services Provider shall provide forthwith the relevant particulars to the Authority for its information and record.

3.1.7 Preference to experienced persons

The Services Provider shall, while selecting the persons to be deployed under this Agreement, give preference to those persons who were working on a similar assignment with the Authority during a period of 6 (six) months preceding the date of this Agreement, subject to suitability of such persons for the Services to be provided hereunder. The Services Provider shall make best endeavours for deploying the maximum number of such persons in order to enable continuity and efficiency of Services.

3.1.8 Other conditions

Other terms and conditions of the Services shall include-

- (i) payment of monthly remuneration by the Services Provider to the Personnel at rates not lower than the rates specified in the Agreement and in accordance with Applicable Laws, as amended from time to time, through electronic transfer, to their respective bank accounts, no later than 7 (seven) days after completion of a calendar month in respect of which Services have been provided by the respective Personnel and also provide a pay slip to its Personnel in physical as well as electronic form;
- (ii) payment of compensation to Personnel in an amount equal to 0.5% of wages for each day's delay in payment of wages beyond the date specified in sub-clause (i) above, provided that such compensation shall not be due and payable if the delay is the direct result of a delay in release of payments by the Authority for and in respect of such wages;
- (iii) opening of a dedicated bank account for and in respect of this assignment and entering into bipartite agreement with the bank to create a first charge on all the receipts in the said account for payment of wages, contribution towards EPF and ESI and other dues payable to the Personnel in accordance with the provisions of this Agreement;
- (iv) payment of contributions towards ESI, EPF etc. relating to all Personnel no later than 15 (fifteen) days after completion of a

calendar month in respect of which Services have been provided by the respective Personnel;

- (v) ensuring police verification of each Personnel and submission of the evidence thereof to the Authority along with a photograph of the Personnel;
- (vi) certification of the credentials of Personnel;
- (vii) issuance of photo identity cards with all relevant particulars such as name, father's name, date of birth, address, contact number, blood group and Aadhar Card number;
- (viii) maintaining and monitoring the daily attendance of its Personnel, both at the time of entry and exit from the Authority's premises;
- (ix) payment of compensation to its Personnel on account of injury or death during the course of their official deployment;
- (x) grant of leave in accordance with the Agreement; and
- (xi) compliance with the provisions of the Payment of Wages Act, 1936; Payment of Gratuity Act, 1972; Equal Remuneration Act, 1976; Child Labour (Prohibition and Regulation) Act, 1986; Minimum Wages Act, 1948; Employees Provident Fund & Employees Provisions Act, 1952; ESI Act, 1948; Workmen's Compensation Act, 1923; Industrial Dispute Act, 1947; Maternity Benefit Act, 1961 and Contract Labour (Regulations and Abolitions) Act, 1970 or any modifications thereof or any other laws relating thereto and rules made thereunder from time to time.

3.1.9 Malpractices against Personnel

The Services Provider shall not unlawfully exploit the Personnel in any manner or recover from them any amounts not due to the Services Provider (the "**Malpractice**"). In the event any Personnel lodges a complaint with the Authority against any Malpractice, the Authority may enquire, or cause to be enquired, into the veracity of the complaint and if any Malpractice is established by such enquiry, the Services Provider shall be deemed to be in breach of this Agreement. Provided, however, that if any such complaint is made collectively by more than 20% (twenty per cent) of the total number of Personnel, the Authority may suspend any or all payments due to the Services Provider as if it has failed to perform its obligations and attracted suspension of payments under the provisions of Clause 2.8.

3.2 Conflict of Interest

3.2.1 The Services Provider shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Services Provider and Associates not to be otherwise interested

The Services Provider agrees that, during the term of this Agreement and after its termination, the Services Provider or any Associate thereof shall be disqualified from providing goods or works for any work resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the completion of this assignment; provided further that this restriction shall not apply to services provided to the Authority in continuation of this Agreement; provided also that the restrictions herein shall not apply to provision of any services where the Services Provider has obtained a written waiver from the Authority prior to engaging in competitive bidding for provision of such services.

3.2.3 Prohibition of conflicting activities

Neither the Services Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Services Provider not to benefit from commissions, discounts, etc.

The remuneration of the Services Provider pursuant to Clause 6 hereof shall constitute the Services Provider's sole remuneration in connection with this Agreement or the Services and the Services Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Services Provider shall use its best efforts to ensure that its Personnel and agents shall not receive any such additional remuneration.

3.2.5 The Services Provider and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Services Provider, without being liable in any manner whatsoever to the Services Provider, if it determines that the Services Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages

payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Services Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Services Provider shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Services Provider is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the Agreement, who at any time has been or is a services provider of the Authority in relation to any matter concerning the Services;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Services Provider, and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Services Provider and its Personnel; any information provided by or relating to the Authority, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Services Provider is under an obligation to keep confidential in relation to the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Services Provider and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Services Provider and its Personnel or becomes a part of the public knowledge from a source other than the Services Provider and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Services Provider and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Services Provider or its Personnel, as is reasonable under the circumstances; provided, however, that the Services Provider or its Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Services Provider

- 3.4.1 The Services Provider’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

- 3.4.2 The Services Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it and for any liability arising on account of non-compliance with Applicable Laws.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Services Provider or on the part of any person or firm acting on behalf of the Services Provider in carrying out the Services, the Services Provider, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Services Provider may be entitled to receive from any insurance maintained by the Services Provider to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Services Provider's liability, if any, for damage to Third Parties caused by the Services Provider or any person or firm acting on behalf of the Services Provider in carrying out the Services.

3.5 Insurance to be taken out by the Services Provider

- 3.5.1 (a) The Services Provider shall, for the duration of this Agreement, take out and maintain at its own cost, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause 3.5.1, the Services Provider shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Services Provider fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Services Provider, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Services Provider, and the Services Provider shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Services Provider and the Services Provider shall procure an undertaking from the insurance company to this effect; provided that in the event the Services

Provider has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Services Provider or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore]⁸;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Services Provider in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than twice the amount stated in Clause 6.1.2 of the Agreement.

3.6 Accounting, inspection and auditing

The Services Provider shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the basis thereof (including the basis of the Services Provider's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Services Provider's actions requiring the Authority's prior approval

The Services Provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services ; or
- (b) any other action that is specified in this Agreement.

⁸ This amount may be fixed at about 3 times the Agreement Value.

3.8 Reporting obligations

The Services Provider shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Services Provider and its Personnel to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Services Documents**”) prepared by the Services Provider or its Personnel (or by any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Services Documents shall vest with the Authority. Any Services Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Services Document is created and the Services Provider agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Services Provider.

3.9.2 The Services Provider shall, not later than termination or expiration of this Agreement, deliver all Services Documents to the Authority, together with a detailed inventory thereof. The Services Provider, its Personnel or a Third Party shall not use these Services Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Services Provider shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Services Documents, or due to any breach or failure on part of the Services Provider, its Personnel or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment, reports and materials made available to the Services Provider or its Personnel by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Services Provider and its Personnel shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.11 Providing access to Office and Personnel

The Services Provider shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the offices of the Services Provider and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact

with Personnel of the Services Provider and verify the records relating to the Services for his satisfaction.

3.12 Accuracy of Documents

The Services Provider and its Personnel shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Services, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Services Provider and its Personnel or arises out of its failure to conform to good industry practice. The Services Provider or its Personnel shall also be responsible for promptly correcting, at their own cost and risk, any inaccuracy in its work.

4. SERVICES PROVIDER'S PERSONNEL

4.1 General

The Services Provider shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The deployment of Personnel for carrying out the Services by each of the Services Provider's Personnel is described in Annex-I of this Agreement. The estimate of Costs of Services is specified in Annex-II of this Agreement.

4.2.2 Any increase or decrease in the number of Personnel shall be undertaken in accordance with the provisions of Clause 3.1.5.

4.3 Approval of Personnel

4.3.1 Services of the Personnel provided by the Services Provider shall be deemed to be acceptable to the Authority if the Authority does not return such Personnel to the Services Provider within 15 (fifteen) days of his deployment under this Agreement. The Parties agree that no other person shall be engaged under this Agreement without approval of the Authority.

4.3.2 Prior to engaging any skilled Personnel, for provision of services hereunder, the Services Provider shall submit to the Authority its proposal along with a CV of such person containing the relevant particulars such as academic and professional qualifications, experience etc. The Authority may accept or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Services Provider may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been accepted by the Authority.

4.4 Substitution of Personnel

- 4.4.1 The Authority expects all the Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Personnel except under compelling circumstances beyond the control of the Services Provider and the concerned Personnel. Such substitution shall be limited to not more than 15% (fifteen per cent) of the total number of Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of Personnel beyond the aforesaid limit of 15% (fifteen per cent) shall be permitted subject to reduction of remuneration equal to one half of the Management Charge due and payable for and in respect of such substituted Personnel for a period not exceeding 6 (six) months.
- 4.4.2 In the event that any Personnel is proposed to be removed by the Services Provider for substitution thereof in accordance with the provisions of Clause 4.4.1, the Services Provider shall notify the Authority prior to such removal, with reasons thereof, and the Authority may, in its discretion, refer the case to a substitution committee comprising 2 (two) nominees of the Authority and 1 (one) nominee of the Services Provider. The committee shall consider the case forthwith and either confirm or reject the proposal for removal of the Personnel.

4.5 Leave

- 4.5.1 Each Personnel shall be entitled to a leave of 1 (one) day in every 7 (seven) days, by way of a weekly day of rest, which shall ordinarily be Sunday, but the Authority may fix any other day of the week as the rest day for any Personnel or class of Personnel.
- 4.5.2 No Personnel shall be entitled to payment for any leave except as specified in the Agreement. All leave in excess of the leave specified in this Clause 4.5 shall be excluded from the Costs of Services and shall be borne entirely by the Services Provider or the Personnel himself.
- 4.5.3 Leave of absence on any working day shall be subject to the prior approval of the Authority and provision of a substitute for the period of absence so that the progress and quality of Services is maintained.
- 4.5.4 The cost of providing a substitute against any leave of absence specified in this Clause 4.5 shall be borne entirely by the Services Provider. Provided, however, that if a substitute is to be provided during the period of leave specified in Clause 4.5.1, the cost thereof shall be due and payable by the Authority to the Services Provider.

4.6 Management of Personnel

- 4.6.1 The Services Provider shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Services Provider shall designate a suitable person as the Services Manager (the “**Services**

Manager”) who shall be responsible for day to day performance of the Services.

- 4.6.2 The Services Provider shall record the attendance of Personnel at the time of their entry to and exit from the Authority’s premises, and shall make its claims for payment in conformity therewith.
- 4.6.3 No later than 1 (one) hour after the commencement of office hours on each working day, the Services Provider shall, by email, convey the list of Personnel who have reported for work and shall also provide a list of absentees. The Services Provider shall provide suitable substitutes for the absentees, save and except that substitutes may not be provided against absentees who have availed of casual leave in accordance with the entitlements specified in this Agreement. Provided, however, that on any working day casual leave shall not be granted to Personnel representing the higher of 2 (two) persons and 10% (ten per cent) of the total number of Personnel.
- 4.6.3 The Authority may, on the basis of its own records, inform the Services Provider of any periods of absence of Personnel during a calendar month and upon receipt of such information, the Services Provider shall make the required deductions from its Monthly Invoice. For the avoidance of doubt, any such information received on or before the 5th (fifth) day of a month shall be given effect to in the Monthly Invoice submitted by the Services Provider during that month and the balance remaining shall be adjusted in the Monthly Invoice of the subsequent month.

4.7 Norms and procedures

The Authority may, in consultation with the Services Provider, specify the norms of work and output in respect of each category of Personnel and may also specify the standard operating procedures in accordance with good industry practice.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Services Provider, its Personnel with permits and such other documents as may be necessary to enable the Services Provider and its Personnel to perform the Services; and
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Services Provider and its Personnel shall have, free of charge, unimpeded access to the Authority’s offices in respect of which

access is required for the performance of Services; provided that if such access shall not be made available to the Services Provider as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Services Provider as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to wages, taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Services Provider in performing the Services, by an amount exceeding 0.1% (zero point one per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Services Provider under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Services Provider under this Agreement, the Authority shall make to the Services Provider such payments and in such manner as is provided in Clause 6 of this Agreement.

6. BILLING AND PAYMENT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the Costs of Services payable to the Services Provider is set forth in Annex-II of the Agreement. In addition, a Premium of Rs. (Rupees)[§] per month shall be due and payable by the Authority to the Services Provider. Except as may be otherwise agreed under Clause 2.6 and subject to the provisions of Clauses 5.3 and 6.1.3, the payments under this Agreement shall not exceed the aforesaid amounts.

6.1.2 For the purposes of this Agreement, the agreement value shall be deemed to be equal to the Costs of Services and the Premium payable for a period of upto 12 (twelve) months in accordance with the provisions of this Agreement (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.), which includes the Costs of Services and the Premium payable for a period of 1 (one) year.

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if the Parties agree that pursuant to the provisions of this Agreement, additional payments shall be made to the Services Provider in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be deemed to be increased by the amount or amounts, as the case may be, for the purposes of making such additional payments.

[§] To be filled as per bid of the Selected Bidder.

6.2 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) Within 10 (ten) days of receiving a request to this effect, a Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid by the Authority to the Services Provider against a Bank Guarantee from a Scheduled Bank in India, substantially in the form at Annex-IV of Schedule-2 of this RFP, in an amount equal to such advance, such Bank Guarantee to remain effective until the Mobilisation Advance has been fully set off as provided herein. Provided, however, that upon recovery of 50% (fifty per cent) of the Mobilisation Advance, the Services Provider may substitute the said Bank Guarantee by a new Bank Guarantee for an amount equal to 5% (five per cent) of the Agreement Value, such Bank Guarantee to remain effective until the Mobilisation Advance has been fully set off. The advance outstanding shall attract simple interest @ 4% (four per cent) per annum and shall be adjusted in instalments equal to 6.25% (six point two five per cent) of the mobilisation advance to be deducted from each Monthly Invoice due and payable to the Services Provider, and the balance remaining along with accrued interest shall be recovered from the last Monthly Invoice due and payable to the Services Provider.
- (b) On or after the date on which an amount has become due and payable to the Services Provider in accordance with the provisions of this Agreement, it shall submit, in triplicate, to the Authority or its designated official, a Monthly Invoice with necessary particulars along with substantive proof that all dues of its Personnel have been paid for the month for which the Monthly Invoice relates. The Services Provider shall also submit proof of remittance of its contribution towards EPF and ESI of its Personnel for the relevant month. For the purposes hereof “Monthly Invoice” means a statement of the expenses incurred on each of the heads indicated in the Costs of Services and the Financial Proposal and shall be accompanied by the particulars of Personnel and the man days spent on the Services.
- (c) For claiming payment from the Authority, the Services Provider shall: (i) certify that the amounts claimed in the Monthly Invoice are correct and in accordance with the provisions of the Agreement; (ii) certify that all dues of the Personnel for the relevant month have been credited to their respective bank accounts through electronic transfer; (iii) certify that the employer’s contribution of EPF and ESI have been paid as per Applicable Laws and this Agreement; (iv) certify that only those taxes have been claimed, which are reimbursable in accordance with the provisions of this Agreement; (v) detailed calculation for Costs of Services and Premium claimed in accordance with the Agreement; and (vi) provide details in respect of taxes which are reimbursable in accordance with the provisions of this Agreement. The Monthly Invoice shall also include documentary evidence in support of the aforesaid claims.
- (d) The Authority shall, within 15 (fifteen) days of receipt of a Monthly Invoice in accordance with Clause 6.2 (c), make payment of the amount

claimed, directly through electronic transfer, to the nominated bank account of the Services Provider.

- (e) All amounts due and payable to the Services Provider under the provisions of this Agreement shall be paid within the period set forth in this Agreement. In the event of delay beyond such period, the Authority shall pay interest for the period of delay, calculated at a rate equal to 3% (three per cent) above the Bank Rate on the amounts due and payable.
- (f) The Services Provider shall be paid the undisputed amounts for its services within the period specified. The Authority shall, within 5 (five) days of receiving a Monthly Invoice, notify the Services Provider of the Disputed Amounts, if any, with particulars thereof. The Services Provider shall, within 5 (five) days of receiving such notice, present any information or evidence as may reasonably be required by the Authority for determining that such Disputed Amounts are payable. The Services Provider may also call upon the Authority, after seeking its consent, for resolving the dispute and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure shall apply.
- (g) If any amount is payable by either Party to the other Party upon determination of a dispute under the Dispute Resolution Procedure, such amount shall be deemed to be payable on the date when it first became due under this Agreement, and interest for the period of delay shall be due and payable at a rate equal to 3% (three per cent) above the Bank Rate on the amounts due and payable.
- (h) The Parties expressly agree that in the event the Authority pays the Monthly Invoice amount or part thereof within 3 (three) working days of the date of submission of the Monthly Invoice and particulars thereof, the Authority shall be entitled to a deduction of 0.5% (zero point five per cent) from such amount by way of discount for early payment. Provided, however, that the Authority shall pay, within the said period of 3 (three) working days, at least 80% (eighty per cent) of the amount duly claimed in a Monthly Invoice.
- (i) The final payment under this Clause shall be made only after the expiry of the term of Services when all claims shall have been submitted by the Services Provider and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority as satisfactory upon expiry of 30 (thirty) days after receipt of the final claim by the Authority unless the Authority, within such 30 (thirty) day period, gives written notice to the Services Provider specifying in detail, the deficiencies in the Services. The Services Provider shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final claim by the Authority.
- (j) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this

Agreement shall be reimbursed by the Services Provider to the Authority within 30 (thirty) days after receipt by the Services Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final claim in accordance with Clause 6.2 (i). Any delay by the Services Provider in reimbursement by the due date shall attract interest @ 10% (ten per cent) per annum.

- (k) Any adjustments in the amount claimed in a Monthly Invoice may be made either in the form of a supplementary Monthly Invoice or in a subsequent Monthly Invoice, as the case may be.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

The Services Provider shall, for the performance of its obligations under this Agreement, provide to the Authority no later than 3 (three) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 50% (fifty per cent) of the monthly Costs of Services valid for a period of 90 (ninety) days from the date of expiry of the Agreement in the form set forth in Annex-III of this Agreement (the “**Performance Security**”) to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. Until such time the Performance Security is provided by the Services Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Services Provider. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of any further amounts, the Authority may make deductions from any subsequent payments due and payable to the Services Provider hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the Services rendered by the Services Provider or its Personnel and such error or variation is the result of negligence or lack of due diligence on the part of the Services Provider or its Personnel, the damages caused thereby shall be quantified by the Authority in a reasonable manner and recovered from the Services Provider by way of deemed liquidated damages, subject to a maximum of 20% (twenty per cent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in providing Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 5% (five per cent) of the Agreement Value will

be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Services Provider, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Services Provider in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Services Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the efficiency or reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party

(the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon [Secretary in-charge of the Department] and the Chief Executive of the Services Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment]⁹ shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Services Provider and the Authority agree and undertake to carry out such Award without delay.

⁹ Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 5 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 5 crore, the provision for a Board shall be retained. Depending upon the Agreement Value, one of the two square parentheses shall be deleted from Clause 9.4.2 prior to issuance of the RFP.

9.4.4 The Services Provider and the Authority agree that an Award may be enforced against the Services Provider and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Services Provider:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Annex-I

Deployment of Personnel

(Refer Clauses 1.1.2 of RFP and 4.2 of Schedule-2)

(Reproduce as per Annex-I of Schedule-I of the RFP)

Annex-II

Estimate of Costs of Services

(Refer Clause 2.15.3)

(Reproduce as per Annex-II of Schedule-1 of the RFP)

Annex- III

Bank Guarantee for Performance Security

(Refer Clause 7.1)

To

Lt. Governor of the National Capital Territory of Delhi
acting through

.....
.....
.....

In consideration of acting on behalf of the [Lt. Governor of the National Capital Territory of Delhi] (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “Services Provider” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) the assignment for providing manpower services, and the Services Provider having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Services Provider do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Services Provider of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Services Provider of any of the terms or conditions contained in the said Agreement or by reason of the Services Provider’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Services Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Services Provider shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Services Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Services Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Services Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Services Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Services Provider or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Services Provider (s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 90 days after the date of the expiry of the Agreement)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annex- IV

Bank Guarantee for Advance Payments

(See Clause 6.2)

Lt. Governor of the National Capital Territory of Delhi
acting through

.....
.....
.....

WHEREAS:

- (A)(the “**Services Provider**”) and the [acting on behalf of the Lt. Governor of the National Capital Territory of Delhi] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) have entered into a Services Provider Agreement dated(the “**Agreement**”) whereby the Authority has agreed to the Services Provider delivering manpower services to the Authority, subject to and in accordance with the provisions of the Agreement.
- (B) In consideration of the Authority having agreed to make an advance payment to the Services Provider for performance of the above Contract amounting to (in words and figures) as an advance against Bank Guarantee to be furnished by the Services Provider, in accordance with Clause 6.2 of the aforesaid Agreement.
- (C) We, through our Branch at(herein after referred to as the “**Bank**”, which expression shall, unless repugnant to the content or meaning thereof, include its successors, administrator, executors and assigns) have agreed to furnish this Bank Guarantee by way of Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. To pay the Authority immediately on demand any or, all monies payable by the Services Provider to the extent of as aforesaid at any time upto.....without any demur, reservation, context, recourse or protest and or without any reference to the Services Provider. Any such demand made by the Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority and the Services Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.
- 2. The Authority shall have the fullest liberty without affecting in any way the liability of Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Agreement by the Services Provider.

The Authority shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Services Provider and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any convents, contained or implied, in the Contract between the Authority and Services Provider or any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligation under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

3. The Bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Services Provider and notwithstanding any security or other guarantee that the Authority may have in relation to the Services Provider's liabilities.
4. The outstanding liability of the Bank under this Guarantee will reduce by such amounts as may be notified to the Bank by the Authority and stated to be the reduction of this Guarantee required to be made in accordance with the Agreement, by reason of the repayments made by the Services Provider
5. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to and shall remain in force for 365 (three hundred and sixty five) days from the date hereof and shall be extended from time to time for such period as may be desired by the Services Provider on whose behalf this guarantee has been given.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the BANK by:

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDICES

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: Appointment of Services Provider

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Services Provider. 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 Services Provider for the Services.
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 bid 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 Bidder, nor been expelled from any project, services or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/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 Clause 4.3 of the RFP 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
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. 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 Services Provider, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
 9. I/ We believe that we satisfy the Net Worth criteria and meet all the requirements as specified in the RFP document and am/ are qualified to submit a Proposal.
 10. 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 Services or which relates to a grave offence that outrages the moral sense of the community.
 11. 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.
 12. 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.^{\$}
 13. 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 National Capital Territory of Delhi] in connection with the selection of Services

^{\$} In case the Bidder is unable to provide the certification specified in Paragraph 11, it may precede the Paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for pre-qualification hereunder.

Provider or in connection with the Selection Process itself in respect of the above mentioned Services

14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft/Bank Guarantee is attached, in accordance with the RFP document.
15. 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 assignment for providing the Services is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Bid Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm being selected as the Services Provider, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the offices of the Authority. 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 any 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 Services.
20. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. (Rupees).
21. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Bid which shall be binding on us.
22. 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 authorised signatory)
(Name and seal of the Bidder)

APPENDIX-I

Form-2**Particulars of the Bidder**

1.1	Title of Services: Name of Authority
1.2	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Bidder: Name: Designation: Company: Address: Phone No.: E-mail address:
1.3	For the Bidder state the following information: (i) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last three years? <div style="text-align: right;">Yes/No</div> (ii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last three years? <div style="text-align: right;">Yes/No</div> (iii) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last three years? <div style="text-align: right;">Yes/No</div> (iv) Has the Bidder suffered bankruptcy/insolvency in the last three years?

	Yes/No
	Note: If answer to any of the questions at (i) to (iv) is yes, the Bidder may not be eligible for this services.
1.4	<p>Does the Bidder’s firm/company combine functions as a services provider along with the functions as a works contractor, supplier and/or a manufacturer having any relation to the Services under this RFP?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder or its constituents agree to limit the Bidder’s role only to that of a Services Provider to the Authority and to disqualify themselves, their Associates, subsidiaries and/or parent organization subsequently from other work in the Authority for provision of goods or works having any relation with the Services?</p> <p style="text-align: right;">Yes/No</p>
1.5	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers of the Authority for performance of the Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Services Provider if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of works or services having any relation with the Services (including tendering relating to any goods or works for any related activity) other than that of the Services Provider?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent work or supplies as aforesaid?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity
(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,
.....
.....
.....

Dear Sir,

Sub: RFP for Services Provider

I/We hereby confirm that we, the Bidder satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Services Provider to the Authority including but not limited to signing and submission of all bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Services and/or upon award of this assignment to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be*

under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5**Financial Capacity of the Bidder**

(Refer Clause 2.2.2 (B))

(In Rs. crore)

Bidder (1)	Net Cash Accruals			Net Worth
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 1 (5)

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.9.
5. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.

APPENDIX-I

Form-6**Abstract of Eligible Assignments of the Bidder[§]**

(Refer Clause 3.1.3)

S.No	Name of Services	Name of Client	Number of Personnel provided for a period of not less than 9 (nine) months	Payment received by the Bidder (in Rs. crore)
(1) [‡]	(2)	(3)	(4)	(5)
1				
2				
3				
4				

[§] The Bidder should provide details of only those manpower services that have been undertaken by it under its own name.

[‡] The names and chronology of Eligible Assignments included here should conform to the service-wise details submitted in Form-7 of Appendix-I.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Columns 4 and 5 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

APPENDIX-I

Form-7**Eligible Assignments of Bidder**

(Refer Clause 3.1.3)

1.	Name of Bidder:	
2.	Name of the Service:	
3.	Brief description of services performed by the Bidder Firm:	
4.	Name of client and address: (indicate whether public or private)	
5.	Name and telephone no. of client's representative:	
6.	Number of persons provided for a period of not less than 9 (nine) months	
7.	Payment received by the Bidder (in Rs. crore):	
8.	Start date of the services (month/year):	
9.	Finish date of the services (month/year):	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Bidder)</p>		

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Attach an attested copy of the work order or contract for the aforesaid assignment.

APPENDIX-I

Form-8**Existing assignments of Bidder for manpower services awarded by the Government of NCT of Delhi***(Refer Clause 2.2.10)*

Name of Bidder:

S.No.	Name of client	Address of client's representative	Telephone no. and email id of client	No. of persons to be provided	Start date of Services	Finish date of Services
1.						
2.						
3.						
4.						
5.						
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Bidder)</p>						

Notes:

1. Use additional sheets, if necessary.
2. The Bidder shall furnish details of all assignments awarded by the Government of NCT of Delhi during the period of 1 (one) year preceding the Bid Due Date.

APPENDIX-II
FINANCIAL PROPOSAL

Form-1

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

Dear Sir,

Subject: Appointment of Services Provider

I/We, (Bidder's name) herewith make the Financial Proposal for selection of my/our firm as Services Provider. This Financial Proposal is in continuation of our Technical Proposal for the same assignment and may be read together with the said Technical Proposal as our complete proposal for this assignment.

2. I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Bid Due Date or such further period as may be mutually agreed upon.
3. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the costs of Services.
4. *I/We offer a Premium of Rs. ***** (rupees *****)[§] per month for undertaking the Services on the understanding that the Costs of Services shall be due and payable to us in accordance with the provisions of the RFP and the Premium specified herein is in addition to the said Costs of Services.*

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per the form given in the RFP.

[§] No Bidder shall offer a Premium of less than Re 1 (Rupee one).

APPENDIX - III
LIST OF BID-SPECIFIC PROVISIONS[§]

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Bidders.
3. Clause 2.11.3: Amendment of RFP.

Note: The above footnotes marked “\$” shall be retained in the RFP for guidance of the Bidders while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes in the Schedules shall be retained in the respective Schedules for guidance of the Bidders while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Bidders. These shall be omitted by the Bidders while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

[§] This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Bidders.

APPENDIX - IV

LIST OF PROJECT-SPECIFIC PROVISIONS¹⁰**A. Clauses with serially numbered Footnotes (Fn)**

1. Clause 1.1: Background (Fn. 1).
2. Clause 2.2.2 (B): Conditions of Eligibility of Bidders (Fn. 2 and 3).
3. Clause 2.20.1: Bid Security (Fn. 4)*.
4. Clause 3.3.2: Pre-qualification and short-listing of Bidders (Fn. 5)*.

***Note:** The Clauses to which these Footnotes relate also include square parenthesis or asterisks which may be addressed simultaneously. Such square parenthesis or asterisks have not been listed in (B) or (C) below.

B. Clauses with square parenthesis

1. Clauses 1.1.1 and 1.1.2: Background.
2. Clause 1.8: Schedule of Selection Process.
3. Clause 2.2.10: Conditions of Eligibility of Bidders.
4. Clause 2.15.4: Financial Proposal.
5. Clause 2.20.1: Bid Security.
6. Clause 3.3.2: Pre-qualification and short-listing of Bidders.

C. Clauses with asterisks

1. Clauses 1.1.1: Background.
2. Clause 1.4: Sale of RFP Document.
3. Clause 1.6: Brief description of the Selection Process
4. Clause 1.9: Visit to the Authority's offices and inspection of data.
5. Clause 1.10: Pre-Bid Conference.
6. Clause 1.11: Communications.
7. Clause 2.20.1: Bid Security.
8. Clause 2.21.1: Performance Security

D. Schedules and Appendices with serially numbered Footnotes (Fn)

1. Annex-I, Schedule-1: Deployment of Personnel (Fn. 6).
2. Annex-II, Schedule-1: Estimate of Costs of Services (Fn. 7).
3. Clause 3.5.2, Schedule-2: Form of Agreement (Fn. 8)*.
4. Clause 9.4.2, Schedule-2: Form of Agreement (Fn. 9)*.
5. Appendix-IV: List of Project-specific provisions (Fn. 10).

E. Schedules and Appendices with square parenthesis

1. Schedule-2: Form of Agreement: First Paragraph, Clauses 2.4, 3.5.2, 9.3 and 9.4.2.

¹⁰ This Appendix-IV contains a list of Clauses, Schedules and Appendices that would need to be suitably modified, prior to issue of the RFP document, for reflecting services-specific provisions. This Appendix-IV should be omitted before issuing the RFP document to prospective Bidders.

2. Schedule-2 (Annex-III): Bank Guarantee for Performance Security: First Para and Paragraph 8.
3. Schedule-2 (Annex-IV): Bank Guarantee for Advance Payments: Recital A.
4. Appendix-I: Technical Proposal: Form 1: Paragraph 13.

F. Schedules with asterisks

1. Schedule-2: Form of Agreement: First Paragraph.
2. Appendix-II: Financial Proposal: paragraph 4.