

Request For Proposal, November 2023

REQUEST FOR PROPOSAL FOR

SELECTION OF SERVICE PROVIDER FOR

PROVIDING EPF, ESI and LWF COMPLIANCES SERVICES

AT

**HARYANA KAUSHAL ROZGAR NIGAM
LIMITED**

Plot No. 101, Sector-12, Panchkula.

Important Information

S. No.	Event	Details
1.	Issue of RFP	23.11.2023
2.	Last Date of Submission of RFP (Application Due Date)	13.12.2023 up to 17:00 Hours
3.	Bid Opening	18.12.2023 at 11.00 hours
4.	Cost of RFP Document (non-refundable)	The bidder shall submit the DD of INR 5900/- (inclusive of applicable taxes) along with the RFP document.
5.	Earnest Money Deposit	The bidder shall submit an Earnest Money amounting to Rs 50,000/- in the form of Demand Draft in favor of CEO/HKRNL payable at Haryana.
6.	Place of Application Submission	Chief Executive Officer Sainik Parivar Bhawan Building Haryana Kaushal Rozgar Nigam, Plot No. 101, Sector-12, Panchkula, Haryana 134112

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1. ABOUT HARYANA KAUSHAL ROZGAR NIGAM LIMITED

Haryana Kaushal Rozgar Nigam Limited (HKRNL) has been established under Companies Act, 2013 to carry on the business of deployment of skilled, semi-skilled and other manpower in Government Departments, Boards, Corporations, Statutory entities, Universities, State Educational Institutions, and other organizations owned and controlled by the State Government for meeting their temporary requirement of skilled, semi-skilled and other manpower and arrange for continuous skill training if required to meet the needs of the job role.

2. DISCLAIMER

- i. The information contained in this Request of Proposal (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the HKRNL or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of a discrepancy, if any, should be given to the Chief Executive Office, Haryana Kaushal Rozgar Nigam Limited (HKRNL) immediately before the Application due date. If no intimation is received by the HKRNL within the date, it shall be deemed that the RFP is satisfied that the Document is complete in all respects.
- iii. The RFP is not an agreement or an offer by the HKRNL to the prospective bidder. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at HKRNL in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. The RFP may not be appropriate for all persons, and it is not possible for HKRNL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Applicant 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 the RFP Document and obtain independent advice from appropriate sources.
- iv. Information provided in the RFP to the Applicants 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 HKRNL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

- v. HKRNL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 the 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 the RFP or arising in any way in this Selection Process.
- vi. HKRNL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any.
- vii. Applicant upon the statements contained in the RFP. HKRNL 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 the RFP.
- viii. The issue of this RFP does not imply that HKRNL is bound to select a bidder or to appoint the eligible Applicant and the HKRNL reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.
- ix. HKRNL may terminate the RFP process at any time and without assigning any reason. HKRNL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- x. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HKRNL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will bear by the Applicant and HKRNL shall not be liable in any manner whatsoever.

3. INTRODUCTION

3.1. Assignment

For smooth and timely disbursement of Employee State Insurance (here referred to as ESI), Employee Provident fund (here referred to as EPF), and Labour welfare funds, Haryana Kaushal Rozgar Nigam seeks to select a service provider offering the most competitive rates with the best ESI, EPF and LWF compliance-related services. The ‘Service provider’ should be able to provide value for money solutions in terms of cost effective, timing, data security, resolving issues as per the scope of work defined in document to HKRNL (“the Assignment”) for a term of One (01) Year only, which is further extendable to another one year on the same rates, terms and conditions on monthly chargeable basis, on the sole discretion of HKRNL.

3.2. Request for Proposal

HKRNL invites Applications on Quality and Cost Base Selection (QCBS) with weightage Technical and Financial proposal of 70% and 30% respectively through this Request of Proposal (RFP) (the “Applications”) for the Selection of the service provider.

3.3. Procurement of RFP Document

The RFP document can be downloaded from the official website <https://hkrnl.itiharyana.gov.in>.

3.4. Validity of the RFP

The bid shall be valid for a period of 120 days from the Bid Due Date (the “BDD”).

3.5. Brief description of the RFP Process

- i. HKRNL has adopted a two stage Quality and Cost Based (QCBS) selection process (collectively the “Selection Process”) in evaluating the Proposals comprising of technical and financial bids to be submitted in two separate sealed envelopes with a weightage of technical and financials bids of 70% and 30% respectively. In the first stage, a technical evaluation will be carried out as per Clause 10 of the RFP. Based on this technical evaluation, the authority will shortlist the bidder(s) eligible for opening of financial proposal. In the second stage, a financial evaluation will be carried out as per Clause 10 of the RFP. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 12. The first ranked bidder shall ordinarily be declared as the Successful bidder while the second ranked bidder will be kept in reserve.

- ii. In the event that two or more Bidder get the same scores (the “Tie Bidder”), the bidder whose financial score is highest, shall be identify as “Successful Bidder” by the Authority. In case that two or more Tied Bidder obtain the same financial score, the Authority shall select the Successful Bidder by random draw of Lots, which shall be conducted, with prior notice, in the presence of both the Bidder who choose to attend.
- iii. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by HKRNL to the Successful Bidder and the Successful Bidder, within 7 (seven) days of the receipt of the LOA, shall submit the signed acknowledgement of the award. In the event the acknowledged copy is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the tender EMD of such Bidder as damages on account of failure and shall initiate the second round of bidding. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the License to execute the Contract Agreement within 15 days of award of LOA. The Successful bidder shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

3.6. Nodal Officer for Information about the Assignment

For any additional information pertaining to the Assignment, **General Manager, Finance Phone 9417096379 or Assistant General Manager-Finance, Phone 8708899132** may be contacted.

3.7. Communications

- i. All communications, including the Bid, should contain the following information to be written at the top in Bold letters:
- ii. "**Selection of Service Provider for Haryana Kaushal Rozgar Nigam Limited**" and should be addressed to:

Chief Executive Officer

Haryana Kaushal Rozgar Nigam

Sainik Parivar Bhawan Building

Plot no 101, Sector-12, Panchkula

4. ELIGIBILITY CRITERIA

The Pre-Qualification eligibility criteria for bidder shall be as under: -

Bidder refers to the reputed and experienced firm registered as LLP firm or Partnership firm.

The Bidder must possess the following qualifying criteria:

- i. The bidder must have undertaken at least ten works of similar assignment for Government/ Semi-Government/PSU/ Private Companies.
- ii. The bidder should have sufficient manpower to undertake the job by deploying teams so as to complete the assignment in the specified time.
- iii. The bidder should have a valid Good and Service Tax (GST) Registration and Permanent Account Number (PAN).
- iv. The Average turnover of the bidder in last three financial years i.e., 2020-21, 2021-22, and 2022-23 should not be less than ₹ 25 Lakhs. (Rupees Twenty-Five lakhs).
- v. The Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

In addition to the above, the bidders have to furnish the following documents along with the pre-qualification proposal:

- GST Registration Certificate
- PAN certificate
- Experience Certificate in the form of work order completion/issued by the appointing agency.
- Financial Statements for the last three (3) financial years preceding the bid due date.
- Bidder shall provide the list of manpower on its payroll.
- Self-Declaration Certificate that the firm is not barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, as on the date of application.

All those bidders who shall not meet the minimum eligibility criteria as per above will be disqualified from the selection process.

Note- The 'Service provider' should be in a position to make available a dedicated Point of contact to assist HKRN with SOPs for employees for KYC authentication and correction of details on UIDAI. The "Service Provider" shall provide atleast Eight (08) manpower to HKRNL on permanent basis to do all the related work mentioned above.

5. COST OF RFP DOCUMENT

The RFP document can be downloaded from the website hkrnl.itiharyana.gov.in/ and be used for submitting the Application. It shall be accompanied with a demand draft of Rs 5,900/- (inclusive of applicable taxes) in favor of the CEO, Haryana Kaushal Rozgar Nigam, payable

at par, at Haryana. The Application without the Demand Draft will not be considered for evaluation.

6. EARNEST MONEY AND SECURITY DEPOSIT

Every bidder, while submitting his tender, shall deposit the earnest money specified in the RFP by way of demand draft drawn in favor of the CEO/HKRNL payable at par in Panchkula.

I. The Security Deposit shall be 10% of contract value in all the cases. The deduction of the security deposit shall be regulated as per following:-

- The security deposit equal to 10% of total work order value will be deducted from the monthly bill of contractor. However, the EMD already deposited by the contractor shall be converted into security deposit.
 - The security deposit of the contractor shall be retained by HKRNL for faithful and satisfactory execution of the contract.
 - The security deposit shall be released only after completion of the entire period of contract.
 - No interest shall be paid on EMD/security deposit for the period it remains deposited with HKRNL.
- ii. The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result.

7. SUBMISSION OF PROPOSAL

The proposal shall be submitted by the bidders strictly as per following:

- a. **Envelope “A”** -It will contain Envelope “B” (Technical Proposal) & Envelope “C” (Financial Proposal).
- b. **Envelope “B” (Technical Proposal)** -It will contain a checklist of following documents to be submitted by the bidder as technical proposal:
 - i. Covering letter in the format specified in **Annexure 1**;
 - ii. Profile of the Firm in the format specified in **Annexure 2**;
 - iii. Technical experience in the formats specified in **Annexure 3**;
 - iv. A self-certification from the authorized signatory that the bidder has not been blacklisted.
 - v. The Demand Drafts for Cost of RFP and EMD shall be sealed in the separate envelope and the envelope must be super-scribed as “**Cost and EMD of RFP**”

Document”.

vi. All the documents fulfilling the Pre-Qualifying Requirements as per **Clause 4.1.**

c. Envelope “C” (Financial Proposal) - It will contain Financial Proposal as per **Annexure-4.**

8. SEALING AND MARKING OF PROPOSAL

- a. The RFP shall be typed or written/typed in ink and each page shall be signed by the authorized signatory. All the alterations, omissions, additions, or any other amendments made to the Tender shall also be signed by the authorized signatory.
- b. Each of the envelopes must be super-scribed with the following information:
 - i. Name & Address of Bidder
 - ii. Contact person name & phone number
 - iii. Bidder’s Name & its Due Date
- c. All envelopes shall be addressed to:

Chief Executive Officer

Haryana Kaushal Kozgar Nigam Limited,

Sainik Parivar Bhawan Building

Plot No. 101, Sector-12,Panchkula

E-mail: gmfinance.hkrnl@gmail.com and agmfinance.hkrnl@gmail.com

- d. Bids submitted after due date and time will not be accepted.

9. OPENING OF PROPOSAL:

- a. The bids submitted by due date will be opened on 18.12.2023 at 11:00 Hrs in the office of GM/Finance. The Envelope B - “Technical Proposal” will be opened first after ensuring receipt of cost and EMD of bid document. The opening date and time of the envelope- C- Financial envelope will be intimated separately to shortlisted bidders after the technical evaluation as per Clause-10.
- b. Prior to evaluation of Proposals, the HKRNL will determine whether each Proposal is fulfilling the requirements of the RFP. The HKRNL reserves the right to reject any Proposal which is not meeting with the pre-qualifying requirements and no request for alteration, modification, substitution or withdrawal shall be entertained by the HKRNL in respect of such Proposals.

10. EVALUATION OF TECHNICAL PROPOSAL

- a. The Bidders who fulfill the pre-qualifying requirements will be shortlisted for evaluation. The total maximum point for evaluation of Technical Proposal is 60 marks.
- b. The proposals submitted by the Bidders would be evaluated, and the scores would be assigned based on the parameters set out in the table below:

Sr No	Evaluation Criteria	Scoring Pattern	Marks	Maximum Marks
1	Existence of Firm for at least 5 Years.	5 Years 6-10 Years More than 10 Years	5 marks 10 marks 15 marks	15
2	Number of Manpower on the payroll of firm	5 Manpower 6-10 Manpower More than 10 Manpower	5 marks 10 marks 15 Marks	15
3	Average Turn Over of the Firm for previous three financial years prior to bid date.	25 Lacs 25-50 Lacs More than 50 Lacs	5 Marks 10 Marks 15 Marks	15
4	The Firm should have rendered at least 10 similar assignments during last 5 F.Y.s ended on 31.03.23 to Government Departments/ Corporation/PSUs/Private Companies	For 10 Assignments For 11 to 20 Assignments For more than 20 Assignments	5 Marks 10 Marks 15 Marks	15
Total Marks S(t)				60

- c. The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above. The Bidder is required to achieve a minimum score of 36 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.

11. EVALUATION OF FINANCIAL PROPOSAL

The Financial Proposals of only those Bidders who will qualify in the technical evaluation will be opened. After that the financial score shall be determined by authority as per below formula:

$$Sf = 100 \times Fm / F,$$

where **Sf** is the Financial Score;

Fm is the lowest price quoted by any bidder;

and "**F**" the price of the proposal under consideration.

12. CALCULATION OF FINAL SCORE

- a. The final score will be calculated as per the weightage given to the Technical and Financial Proposals, which are 70% and 30% respectively (Technical proposal **T = 0.70**, and financial proposal **P=0.30**)
- b. Proposals shall be ranked according to their combined technical (**St**) and financial (**Sf**) scores using the weights (**T** = the weight given to the Technical Proposal.

P = the weight given to the Financial Proposal; **T + P = 1** as following:

$$S = St \times T\% + Sf \times P\%.$$

- c. The applicant that would get the highest combined score would be declared a preferred bidder.

13. SCOPE OF SERVICES

Nigam seeks to select a service provider for the one-time registration process of all Nigam employees on ESI and EPF portal on a monthly basis before monthly payment cycle. Nigam has approximately 1,20,000 employees on board and the quantum is expected to increase to ~2,00,000 employees over the next few months. The following services would be needed as and when required-

1. Employee State Insurance Corporation (ESIC):-

- a) The vendor will be responsible for registering all eligible employees for the ESI, ensuring that every individual who is entitled to these benefits is included.
- b) Follow up with various departments/DDOs for getting inputs required for registrations.
- c) Rectification and additions in Identity Cards/records and providing identity cards on demand.
- d) Filing accident reports with direct coordination of DDO concerned.
- e) Follow up with ESIC Authorities till the death/other claims are settled.
- f) Compiling of monthly data and preparing contribution challans.

- g) Creating sub codes at District level and segregation and transferring data from main code to sub codes.
- h) Any other work related to ESIC whether mentioned or not.
- i) The following ESIC compliances may also be made by the contractor under ESI Act, 1948?

Form. No.	Provisions	Due Date
01	Employers Registration Form	Within 15 days of registration under the Scheme
3	Return of Declaration Form	Monthly Return with the details of the employees.
5	Return of Contribution	Half Yearly Return <ul style="list-style-type: none"> • For period of April to September – 11th November • For period of October to March – 11th May
6	Register of Employees	Generated Initially at the time of registration under the Act & can be updated through the portal anytime
11	Accident Register	Accident which causes personal injury to an Insured Person shall be entered in the Register
12	Accident Report	Accidents that may cause in death or disablement of the employee within 24 hours of its occurrence
1	Declaration Form	Within 10 days of appointment of Employee
1A	Family Declaration Form	Within 15 days of appointment of Employee
9	Claims for Sickness, Temporary Disablement Benefit (T.D.B.) and Maternity Benefit	The form must be completed & submitted without delay to the appropriate Branch office.
14	claim for permanent disability benefit	Declared as permanently disabled by the Medical Board or Medical Appeal Tribunal or Employees' Insurance Court
15	claims for availing dependents benefit	Certified by Gazetted officer
20	Claim Maternity benefit after the death of an Insured woman	Death certificate in Form 24-B, within 30 days of death of the Insured Woman

	leaving behind the child	
22	claim for funeral expenses	Nominee or the eldest surviving member of the family(In absence of nominee) of the deceased IP shall submit a claim
72	Request for a duplicate ESIC smart card	In case ESIC Smart card is lost or defaced then apply for a duplicate Identity Card

2. Employee Provident Fund (EPF):-

- a) Verification and approval of various online requests i.e. Merger/transfer of EPF accumulations into new account
 - b) Verification and approval of requests pertaining to revised Bank accounts.
 - c) Verification and approval of requests relating to other KYC.
 - d) Rectification of errors committed earlier relating to generation of double UAN, date of births, date of joining etc.
3. Service provider must sign a Nondisclosure Agreement (NDA) with Nigam before starting the services.
 4. Service provider shall receive all employee details, required from registration from Nigam on fortnightly basis.
 5. For employees who don't have Employee state Insurance (here referred to as ESI) and Universal account number (here referred to as UAN) cards; Service-provider must register all new employees hired by Nigam on ESI and Employee provident fund (here referred to as EPF) portal and maintain and submit the employee repository with their UAN numbers and ESI codes and registration status to the Nigam on a fortnightly basis.
 6. For all the new employees who already have ESI and UAN numbers, service providers would link their existing accounts to Nigam's employer account.
 7. Service provider shall flag discrepancies pertaining to details mismatch of employees or failed registration on account of inaccurate employee details.
 8. Service provider shall notify Nigam and share SOPs for HKRN employees for KYC authentication, correction of personal details on UIDAI in case of any mismatch
 9. Service provider should close the registration process of every new employee before the payment cycle for which the employee's first salary is due.

3. Labour Welfare Fund (LWF)

1. The vendor will be responsible for registering all eligible employees for the Labor Welfare Fund, ensuring that every individual who is entitled to these benefits is included.
2. A critical aspect of compliance, the vendor will meticulously calculate and manage both employer and employee contributions, adhering rigorously to applicable laws and regulations.
3. The vendor will maintain a comprehensive and up-to-date record system, covering all aspects of labor welfare fund compliance. This will include transparent and auditable records of contributions, payments, and related documentation.
4. Efficient and compassionate administration of welfare benefits.
5. Date of Joining Updation on LWF portal.
6. Other Details Updation Like :- DOB Change, Name Change, Address Change, Email ID change, EPF No, ESI No etc.
7. Department Needs to Create the BIP No in Labour department as a principal Employer.
8. Updation of change of Manpower year wise in labour department.
9. Updation of death date on LWF Portal.
10. Reliving of Manpower in other reliving heads
11. Signing authority of LWF portal for physical form.
12. Issue of awareness in district level and alternative for all process in district level.
13. Online verification of uploaded document which is received by the LWF dept for online verification.
14. Payment for LWF contribution by HKRNL.
15. To guarantee full compliance, the vendor will be responsible for the timely preparation and submission of all necessary reports and filings to the relevant authorities, as per regulatory requirements.
16. In addition to above, any compliance related to LWF shall be made by the successful bidder.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1) CONTRACT AGREEMENT:-

The bidder shall execute a contract agreement with HKRNL on a Non Judicial Stamp Paper of Rs. 100/- within 7days of receipt of the work order.

2) RATE/ CONTRACT PRICE: -

Rate shall be quoted by the bidder, strictly as per rate quoting sheet and the agreed contract price shall remain firm during the currency of the contract. Any statutory taxes/levies, if to be charged extra, should be clearly indicated by tenderer in their offer separately, failing which it will be presumed that the quoted prices are inclusive of all such statutory taxes/levies.

3) PAYMENT TERMS: -

Bills should be sent on a monthly basis and payment will be made within 15 days from the date of receipt of final bills.

- I. No advance payment will be made for any purpose.
- II. Rates quoted by the bidder shall remain valid during the contract period since no variation will be allowed.
- III. 100% payment after deducting 10% security deposit and statutory deduction of the monthly running bill shall be made after satisfactory completion of work done.

4) MODE OF PAYMENT: -

Payment shall be released by the GM-Finance through RTGS/NEFT. For payment through RTGS/NEFT, the Contractor will intimate within 7 days of issue of work order, the complete bank details viz. Name of Bank/Branch, Account Number, Type of Account, IFSC Code etc, to CEO, HKRNL Panchkula

5) COMPLETION PERIOD: -

The work shall be started within 7 days of issue of LOI / Work Order, whichever is earlier unless otherwise directed by the issuer of tender. The work shall be carried and completed on month to month basis, as per the requirement of the contract.

The contract shall remain in force for a period of one year from the date of starting of the work. However, HKRNL reserves the right to extend the period of the contract for another year based upon the requirement of HKRNL on the same rates, terms and conditions.

6) RISK AND COST: -

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HKRNL to recover any further amount or any liquidated and/or other damages.

7) PENALTY: -

- a. Time is the essence of the contract. The successful bidder shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ 2 % of the monthly bill per week.
- b. In case of failure to comply the conditions of contract, it will constitute a default and a penalty of Rs.2,000/- per instance will be imposed. After three defaults contract may be cancelled.

- c. In case contractor fails to compliance Labour law and other statutory requirements, a penalty of Rs. 2000/- per instance will be imposed apart from other financial obligations to be complied.

8) LOSS OF HKRNL PROPERTY DURING THE CONTRACT PERIOD: -

The contractor shall ensure that no damage or loss is done to HKRNL's property or human being in the jurisdiction of work site. In case it is found that, there is any loss to HKRNL's property or human being due to negligence of any labour/worker/staff of contractor, the same shall be made good by the contractor at his own cost.

9) FORCE MAJEURE: -

The delay in completion of work may be treated as force majeure to the contractor only if: -

“The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion”.

10) IDLE LABOUR CHARGES: -

No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

11) OVER RUN CHARGES: -NA

No overrun charges shall be paid in the event of the completion period being extended for any reasons.

12) WATCH & WARD: -

The watch and ward of other material will be the responsibility of the contractor.

13) FACILITIES TO BE ARRANGED BY CONTRACTOR: -

The contractor shall make his own arrangement for providing all facilities like lodging, boarding and transportation etc. for his supervisors/staff engaged by him for the job.

14) STATUTORY DEDUCTIONS:-

Statutory deduction on account of Income Tax including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

15) FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT etc.: -

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HKRNL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI/LWF challan along with ECR to the Factory Manager/Labour Welfare Officer, at the time of 90% payment along

with corresponding list of workers. The contractor shall make the payment of wages to its labour/worker/driver/conductor in their saving account only. Documentary evidence thereof shall be submitted along with the running bills.

16) INSURANCE OF WORKERS: -

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workman compensation Act, The contractor may obtain W.C policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for aforesaid insurance policy shall be borne by the contractor. The contractor shall ensure that the said insurance policy of this insurance cover is required to be submitted by the contractor to Engineer-In-charge of work immediately after issue of L.O.I, but before the start of work.

17) ARBITRATION: -

All the matters, questions, disputes, differences and/or claims arising out of and/or concerning and /or in connection with and /or in consequence of, and /or relating to the contract whether or not obligations of either or both the contractor and the corporation under this contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator of CEO-HKRNL or an officer appointed by the CEO-HKRNL as his nominee. The Award of the Arbitrator shall be final and binding on both the parties to the contract.

18) LAWS GOVERNING CONTRACTS: -

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

19) JURISDICTION:-

The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

20) SET OFF: -

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HKRNL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract entered into by the contractor with the HKRNL.

21) SUBLETTING AND ASSIGNMENT: -

The Supplier shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the HKRNL.

22) NON DISCLOSURE AGREEMENT :-

The successful bidder shall sign the Non disclosure agreement (NDA) that the bidder will not share any information related to HKRNL to other party in any means either orally or in any recorded medium within 07 days after the award of contract.

23) TERM OF CONTRACT PERIOD:-

Initially Term of contract period will be for 01 year from the date of issuance of LOI. It may be extended for another one year based upon the requirement of HKRNL and performance of successful bidder on the same terms and conditions.

24) DOCUMENTATION: -

The contractor shall ensure the following document before forwarding the bill of the contractor to the accounts wing for pass and payment to avoid delay in payment of the contractor:-

a) The contractor shall submit the monthly bill in duplicate. The bill should be on the contractor's bill book duly serially numbered and bearing date of issue, contractors EPF code, ESI code (whenever applicable), GST number, PAN etc. A photo copy of the EPF code, ESI code (whenever applicable), GST number, Labour licence, PAN etc. shall be attached with the 1st running bill for reference and record.

b) Self attested copy of the deposit challan of EPF & ESI (whenever applicable) contribution, labour welfare fund deposited by the contractor for the labour/driver engaged for the work duly validated with dossier of workers/drivers and their account no. in the appropriate prescribed Performa.

c) Self attested copy of the attendance sheet, wages register and evidence of wage payment through bank.

ii) The bill of contractor along with annexure submitted by contractor as mentioned above should be approved and verified by the officer in charge for gross value as well as net payable value and accompanied with the certificates/documents as mentioned below.

iii) Certificate from the contractor that, a) Work has actually been done as per the contract and to the entire satisfaction of EIC. b) The copy of the EPF challan, ESI challan etc. submitted by the contractor pertain to the labour deployed at site and none of the worker has been excluded there from.

c) Certificate from Labour Welfare Officer / Factory Manager stating that contractor has complied with all labour laws and safety clearance certificate from Safety Officer. In case of non-availability of Labour Welfare Officer / Safety Officer, from EIC.

14. OTHER TERMS & CONDITIONS

- i. Decision of the HKRNL with regard to selection of the bidder will be final and binding.
- ii. HKRNL has reserves the right to
 - a. Add / delete / alter any of the services requested for, without assigning any reason(s) for the same.
 - b. Terminate the services of the Agency without assigning any reason whatsoever during any time during the tenure of the contract.
- iii. HKRNL may amend/add any of the terms and conditions included in the registration granted to the bidders with effect from any date, without assigning any reason(s) for the same.
- iv. Termination in case of default:
 - a. If the successful bidder fails to respond, after repeated reminders for services requested for within the time period(s) specified in the email/request by HKRNL.
 - b. If the successful bidder fails to perform any other obligation(s) under this contract.
 - c. If the successful bidder, in either of the above circumstances, does not take remedial steps within a period of 7 days after receipt of the default notice from HKRNL.
- vi. In case the successful bidder fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the successful bidder. It shall be without prejudice

- to the right of HKRNL to recover any further amount or any liquidated and/or other damages.
- vii. Time is the essence of the contract. The successful bidder shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ 2 % of the monthly bill per week.
- viii. Statutory deduction on account of Income Tax, GST etc. including surcharge shall be made at source from the bills of the bidder at the prevailing rates.
- ix. The bidder shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of the purchaser.

Chief Executive Officer
Haryana Kaushal Rozgar Nigam Limited

Annexure 1: Format for Covering Letter

Date:

To,

Chief Executive Officer

Haryana Kaushal Rozgar Nigam Limited

Sainik Parivar Bhawan Building

Plot No. 101, Sector-12, Panchkula

E-mail: gmfinance.hkrnl@gmail.com

Sub: "Selection of Service Provider for providing EPF,ESI and LWF Compliances Services at Haryana Kaushal Rozgar Nigam Limited Corporate Office Building."

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for the aforesaid project. The Application is unconditional and unqualified.
2. All information provided in the Application and in the Annexures is true and correct and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:

- a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest in accordance with 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 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 this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the applicants to apply for the Assignment, without incurring any liability to the Applicants.
 9. I/ We declare that we/ are/ is not a member of any other firm submitting an application for the Assignment.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 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.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the RFP Document carefully.
16. The power of attorney for signing of Application is as per format provided in the RFPenclosed.
17. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
18. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Application under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized Signatory)
(Name and designation of the Authorized signatory)

Date:
Place:

Annexure 2: Profile of the Firm

A. Details of Bidder Firm / Bidder

S. No.	Particulars	Details
1.	Name of the Firm (in Capital Letters)	
2.	Date of Constitution of Firm	
3.	Address of the Head Office	
4.	PAN of the Firm	
5.	GST registration No.	
6.	Contact Person Mobile No: Email address:	

Name of the Authorized Signatory

Signature of Authorized Signatory

ANNEXURE 3: FINANCIAL PROPOSAL FORMAT

(To be submitted on letter head of Bidder)

Tender Document

No.To

Sir,

I/We hereby submit our Proposal for the **Selection of Service Provider for Haryana Kaushal Rozgar Nigam (HKRNL)** in accordance with the Terms and Conditions as well as Scope of work.

Description	Proposed Monthly Fee in Rupees (in Numeric)	Proposed Monthly Fee in Rupees (in Words)
Financial quote for providing services as per Scope of Work defined in RFP		

Note:

1. The financial quote shall include remuneration, fee, pocket expense and all other expensetowards the services offered to HKRNL.
2. The Financial quote shall be excluding the GST, which will be payable extra as per the applicable rate.

Name of the Authorized Signatory

Signature of Authorized Signatory