Chhattisgarh State Cooperative Marketing Federation Limited

Sector -21, C. B. D. Complex, 6th Floor, Nawa Raipur, Atal Nagar, Raipur

Ph.No. - 0771-2425411/12

Website- markfed.cg.nic.in, **email-id - mf_ctrlroom_raipur.nic.in**

REQUEST FOR PROPOSAL (RFP)

E-Tender Form

FOR THE MANPOWER SUPPLY OF 02 SUB- ENGINEERS (CIVIL) ON CONTRACT BASIS VIA PLACEMENT (SERVICE PROVIDER) AGENCY IN CHHATTISGARH MARKFED

COST OF TENDER DOCUMENT - 3000/- (THREE THOUSAND RUPEES) INCLUDING GOODS AND SERVICE TAX.

Managing Director
Chattisgarh State Co-operative Marketing Federation Ltd.(MARKFED HQ) Raipur (C.G.)

PRESS NOTE

Chhattisgarh State Cooperative Marketing Federation Limited
Sector -21, C. B. D. Complex, 6th Floor, Nawa Raipur, Atal Nagar, Raipur
Ph. No. 07712425420 Website- markfed.cg.nic.in Email- mf_ctrlroom_raipur.nic.in

Request for Proposal (RFP)

No./MARKFED/ENGG(CIVIL))/2254/2023 Nawa Raipur Atal Nagar Dated. 14/08/2023

Online proposals are invited from eligible agencies for providing 02 - Sub Engineers (Civil) via Place Agency Services at the head office of Chhattisgarh State Cooperative Marketing Federation from 17.08.2023 to 07.09.2023. RFP document can be downloaded from www.markfed.cg.nic.in and http://eproc.cgstate.gov.in. Interested bidders are advised to visit our website regularly for RFP, other terms and conditions, key dates including any changes in the same.

Managing Director
Chhattisgarh State Co-operative Marketing Federation Ltd.
(MARKFED HQ) Nawa Raipur Atal Nagar

KEY RFP DETAILS

S.No.	Particulars	Remark
1	Contact details of Nodal Officer	Shri M. S. Kerketta, G.M. Engineering (CIVIL) Mob. No. – 9425542364 e-mail – http://www.markfed.cg.nic.in/
2	RFP Document Availability	RFP may be downloaded from CGMARKFED's website - **www.markfed.cg.nic.in** under tender section
3	Last date and time for Bid submission	Bid Start Date 17/08/2023 upto5.00 pm
		Bid Due Date 07/09/2023 upto5.00 pm
		Bid Open Date From 08/09/2023 11 A.M.
4	Pre Bid Meeting	Last date and time for queries/pre bid meeting for online e-tender of providing Facility Management Services is 16.08.2023 at 12:30 PM, Place: Chhattisgarh State Cooperative Marketing Federation Ltd., 6th Floor, Tower 'C', Commercial Complex, C.B.D. Sector-21, Nawa Raipur, Atal Nagar. **Contact for further information:** **Mr. I.K.Chandravanshi, Contact no. 7587109042** **Phone No- 0771-2425420** **Email Id – mf_ctrlroom_raipur@gov.in**
5	Date and Time of opening of Technical Bids and Financial Bid	Technical Bid (To be decided…) Financial Bid (To be decided…) Authorized representatives of bidders may be present during opening of the Technical & Financial Bids. However, Technical Bids would be opened even in the absence of any or all of the bidder representatives.
6	Tender Fee	Amount of **Rs 3,000.00 (Three Thousand Only)(Non Refundable)** in the form of D.D, payable at Naya Raipur in favour of Managing Director, Chhattisgarh State Co-Operative Marketing Federation Ltd Or payable via Online Banking System.
7	Earnest Money Deposit (EMD)	Rs.20,000.00 (TwentyThousand Only) in the form of D.D., valid up to 02 month after completion of the work Or payable via Online Banking System.
8	BANK DETAILS (FOR DEPOSITING EMD AND TENDER FEE)	**Bank Name: IDBI, A/c No. : 2134104000000046** **I.F.S.C. Code: IBKL0002134**

GLOSSARY:-

MARKFED	Chhattisgarh Cooperative Marketing Federation
Go CG	Government of Chhattisgarh
MIS	Management Information System
PPD	Paddy Procurement/Disposal
RFP	Request for Proposal
TOR	Terms of Reference
TS	Technical Score
P.C.	Procurement Centre
EMD	Earnest Money Deposit
TDS	Tax Deducted At Source
LOA	Letter of Acceptance
LOP	Letter of Proposal
PAN	Permanent Account Number
GST	Goods and Servies Tax

DISCLAIMER

The information contained in this RFP 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 or an offer 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 Agency. 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, technical 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 may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 however 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 an Bidder or to appoint the Selected Bidder, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

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 an Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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A: Letter of Technical Proposal for Placement Agency Services (Annexure A)

B: TECHNICAL BID FOR REQUEST FOR PROPOSAL FOR PROCURING PLACEMENT AGENCY SERVICES BY CGMARKFED (Annexure B)

C: Power Of Attorney For Signing Of Proposal (Annexure C)

D: Submission of Undertaking (Annexure D)

E: FINANCIAL BID FOR REQUEST FOR PROPOSAL FOR PROCURING PLACEMENT AGENCY SERVICES BY CGMARKFED (Annexure E)

F: Pre-Qualification Criteria (Annexure F)

1. ABOUT MARKFED

MARKFED is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. Markfed execute the work of paddy procurement under Price Support Scheme from the farmers of the state as per the instructions of Government. Major activities of MARKFED is marketing and promotion of agriculture inputs such as chemical fertilizers, paddy procurement under price support scheme, paddy milling and operating 29 Kisan Rice Mills, Rice Bran Factory, Soap Factory, in Durg, Cold Storage in Surajpurand Cattle Feed Factory.

2. Overview

CGMARKFED wishes to engage the services of a Manpower Placement Agency which will be required to recruit and deploy the requisite manpower as per the qualification, experience and numbers specified by CGMARKFED. CGMARKFED has obtained necessary approvals and permission in this regard from the competent authority. Hence request for proposals are hereby called from qualified, experienced, and reputed firms/companies for supplying manpower on placement basis

3. Detailed Scope of Work

(A) The agency will be required to recruit the specified manpower to be deployed at the office of CGMARKFED.

(B) The recruitment by the agency of the required manpower will be done as per the requirement of CGMARKFED including educational qualification etc.

(C)Such deployed manpower will have no claim or right for regular employment in CGMARKFED and he or she will for all practical and legal purposes be the employee of the agency. Any legal litigations that the employee engages for any regular employment at CGMARKFED will be fore with reject and all such litigation costs will be borne by the agency.

(D)Such personnel will only be deployed to work at CGMARKFED, all their salary and other emoluments will be paid by the agency.

(E)The agency will raise the bill to CGMARKFED once a month comprising of all the personnel it has deployed in CGMARKFED. The bill will include the wages of personnel (to be pre-fixed by CGMARKFED) plus agency service charges (to be discovered in this bid process) and applicable GST.

(F)All the legal, financial etc. obligations arising due to deeds of personnel will be dealt with by the agency alone and CGMARKFED will have no obligation whatsoever and the agency will indemnify CGMARKFED towards the same.

4. Contract Period

The Contract will be initially for a period of two years from the date of deployment of the personnel in CGMARKFED and can be extendable for up to one year on same terms and conditions as set forth in this RFP. The performance will be evaluated by CGMARKFED monthly and if at any point of time, performance is not found satisfactory the agreement

would be unilaterally terminated by CGMARKFED after the expiry of one month from the date of serving the notice in this regard.

5. Substitution of Personnel

CGMARKFED will have right to remove the deployed personnel on account of non-performance or unsatisfactory services. CGMARKFED in such case will give notice to agency to remove the deployed personnel within one month time and provide new qualified personnel as substitute to be satisfaction of CGMARKFED. Non-provision of personnel within stipulated time will be treated as default by the agency. Agency may note that in case the deployed personnel wishes to resign or is no more available for work due to incapacity or death. The agency has provide replacement to be satisfaction of CGMARKFED immediately and no later than 15 days from the date of resignation or non-availability.

6. Conditions of Eligibility of Agencies (As per annexure – C)

GUIDELINES FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS:

- **EMD & Tender Fee:**
  The Agency will deposit Earnest Money Deposit (EMD) via online payment mode like RTGS/NEFT/e.t.c. or in the form of a DD of **Rs. 20,000/- (Rupees Twenty Thousand only)** in favor of M.D. CGMARKFED, payable at Raipur. Tender Fee has to be deposited through RTGS/NEFT/ Direct transfer in the bank account of MARKFED of **Rs.3,000/- (Rupees Three Thousand Only) i.e.** direct transfer in the bank account of MARKFED. Agency should necessarily scan and upload the receipt or photo copy of DD/NEFT/RTGS for the payment made for document cost and EMD, failing to which tender can be cancelled.

  Bank Details of Chhattisgarh State Co-operative Marketing Federation Ltd. Forsubmitting EMD and Document Cost:

  Name of Organization: Chhattisgarh Rajya Sahkari Vipnan Sangh Maryadit Raipur

  Bank Name: IDBI, A/c No.: 2134104000000046 I.F.S.C. Code: IBKL0002134

- **Technical Bid:**
  Photocopy of the PAN card.

  Proof of GST registration.

  Letter of Technical proposal - (Annexure A)

  Filled in Agency's profile/Technical Bid - (Form B)
  (Attach photo copies of work completion/performance certificate)

  Power of Attorney for signing the proposal in the prescribed format (Form C)

  Submission of undertaking (in the stamp paper of Rs. 100/-) of the following: (Form D)

  i. No existing litigation
  ii. Never blacklisted, terminated by any client in India
  iii. The bidder never filed any law suits or requested arbitration with regard to any contract within the last five years

iv. No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers
v. Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies
vi. The bidder was never cited by any regulatory agency for a safety violation in the last five years

- **Financial Bid:**

•The agency must submit the financial proposal online using Form E.

- Agencies are advised to submit only single application for the proposed RFP.
- RFP document can be downloaded from www.markfed.cg.nic.in and http://eproc.cgstate.gov.in .While submitting online e-tender document cost of Rs 3000/- (Rupees Three Thousand) has to be deposited through RTGS/NEFT/ Direct transfer in the bank account of MARKFED and Rs. 311.00 (In Words - Three Hundred Eleven Only) bid submission fees has to be deposited in the account CHIPS through http://eproc.cgstate.gov.in.
- It shall be deemed that by submitting the proposal, the agency has:
  a. Made a complete and careful examination of the RFP
  b. Received all relevant information requested from MARKFED;
  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 MARKFED or relating to any of the matters stated in the RFP document
  d. Satisfied itself about all matters, things and information, including matters referred to in Clause herein above, necessary and required for submitting an informed application and performance of all of its obligations there under;
  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.
- The MARKFED shall not be liable for any omission, mistake or error on the part of the agency 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 MARKFED.

- **Right to reject any or all proposals**:

(i) Notwithstanding anything contained in this RFP, the MARKFED 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.

(ii) The MARKFED reserves the right to reject any proposal if:
  a. at any time, a material misrepresentation is made or uncovered, or
  b. The agency does not provide, within the time specified by MARKFED, the supplemental information sought by the MARKFED for consideration of the proposal.

Such misrepresentation/ improper response may lead to the disqualification

of the agency. If such disqualification /rejection occur after the proposals have been opened and the L1 ranked agency gets disqualified / rejected, then the MARKFED reserves the right to consider the L2 agency, or any other measure as may be deemed fit in the sole discretion of the MARKFED, including annulment of the selection process.

- Bidders may note that conditional bids are not allowed and would be rejected summarily.

07. Guideline for proposal submission at e-Proc

Vendor / Bidder Registration on the e-Procurement System:

- All the Users / Bidders (Manufacturers / Operator s / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in
- The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are• also required to be registered online on thee-procurement system.
- Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute• hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
- For more details, please visit https://eproc.cgstate.gov.in or call Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in•

Digital Certificates:

- The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the• identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital 11 | P a g e Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.
- Note: It may take up to 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to• obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the abovementioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.
- The bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000• & its amendments and CVC guidelines.

- The digital certificate issued to the authorized user of an individual / partnership firm /private limited company / public limited• company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Online Payment:

- As the bid is to be submitted only online, bidders are required to make online payment(s)of the Registration fee / Transaction or• Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

Setup of User's Computer System:

- In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required• to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

Submit Online Bids:

- Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.•
- The encrypted bid data of only those bidders who have submitted their bids within the stipulated date• &time will be accepted by the eProcurement system. It is expected that the bidder completes his bid ad submit within timeline, abider who has not submitted his bid within the stipulated date &time will not be available during opening.
- Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents• should be less than 25 MB.

8. SELECTION PROCEDURE

- The proposals of all the bidders will be opened at the designated date and time. Firstly, the EMD and Tender Fee Envelope of each bidder will be opened. The DD of EMD and tender fee of each bidder will be scrutinized and those bidders whose EMD and Tender Fee DD is found correct and valid will be shortlisted for opening of Technical Bid and bids of rest bidders will be rejected as non-responsive.

- The Technical Evaluation Committee in CGMARKFED will then open the Technical Bids of each of the shortlisted bidders and the Technical Evaluation of only such Bidders fulfilling the Min. Eligibility Criteria as mentioned the RFP would be done, else all other proposal would be considered as non eligible.
- The Financial Bid will by opened of such bidders, who fulfilling the Min. Eligibility Criteria as mentioned the RFP.
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9. Award of Work

- The bidder quoting the lowest rate in the Financial Bid will be declared as the successful bidder.
- In the event of acceptance of the Proposal of the Bidder with or without negotiations, CGMARKFED shall declare the Preferred Bidder as the Successful Bidder. CGMARKFED will notify the Successful Bidder through a Letter of Intent (LoI) that its Proposal has been accepted.
- The Successful Bidder(s) shall execute the Procurement Agreement within one week of receiving the LoI or within such further time as CGMARKFED may agree to at its sole discretion.
- Failure of the Successful Bidder to execute the procurement agreement within specified period shall constitute sufficient grounds for the annulment of the LoI and forfeiture of the EMD.
- Selection Committee reserves the right to withdraw the announcement, accept or reject any or all the bids at any time prior to award of work, without assigning any reasons and without incurrence of any liability on CGMARKFED. CGMARKFED also reserves the right to negotiate the prices with the selected bidders.

10. Required Manpower, posts for which they are required, their minimum educational qualifications, their minimum work experience and their approved fixed monthly remuneration

Post	Required Number	Minimum educational qualification	Minimum Work Experience	Fixed Monthly remuneration/salary/wages per Man Power (As per Approved Rates under applicable laws in Rs)
(1)	(2)	(3)	(4)	(5)
Sub-Engineer (Civil)	02	Diploma in civil Engineering / B.E. in civil Engineering	05 years of experience field work (In Civil Construction Work) with experience of operating in Autocad Software	25780.00

Remuneration Splits:

क्र.	मनव संसाधन (पद का नाम)	Actual Remuner Action	Deduction from Employee			NET Payment	EMPLOYER LIABILITIES		
			EPF Cont. 12%	ESIC (N/A)	TOTAL DED.	IN HAND	EPF Employer 13%	ESIC (N/A)	Gross Remuneration (Encluded EPF, ESIC)
1	उप–अभियंता (सिविल)	22814.00	2738.00	0.00	2738.00	20076.00	2966.00	0.00	25780.00

The number of personnel required is tentative and is liable to increase or decrease as per the requirement & the payment will be done as per actuals. If required, more number of manpower can be called for work on the basis of only work order issued and in this way, there will be no other formalities required from CGMARKFED for the increment of Man-Power. Hence, this tender will be eligible for the increment of more Man-Powers only from this rate of contract and Successful bidder has to provide the same on finalised tender rate.

The agency will ensure that the employee contribution part of EPF and ESIC and other statutory charges as applicable under prevailing laws and effective from time to time must be deducted from Column no 5 before making payments to the key personnel. The deducted employee contribution part of EPF, ESIC, other statutory charges along with employer contribution of EPF, ESIC and other statutory charges (to be reimbursed to the agency by CGMARKFED) is required to be deposited in the respective government body/authority account on or before due date as applicable.

The CGMARKFED will reimburse the gross salary charges with Agencies and applicable gst charges and Agency will deduct and deposit all EPF, ESIC and other statutory charges of Employees and Agency's (Employer's) part of EPF, ESIC and other such statutory charges and will be liable for any default in this regard. The Agency will submit the receipt of such paid statutory charges (EPF, ESIC and Others) and will deposit a copy of the same to CGMARKFED within 15 days. The CGMARKED will be ensured for the paid amt. on the basis of such receipt and then after will continue the payment of next month's Salary and other due amount . Failing of such receipts will be accepted as Agency's fault and CGMARKFED will unilaterally be decisive to take actions against the Agency.

11. PAYMENT SCHEDULE

Payment to Agency would be done by CGMARKFED on production of Bills on monthly basis which will include deployed personnel salary/wages (pre-fixed by CGMARKFED), plus discovered agency service charges and GST as applicable.These payments would also be linked to actual deliverables and would be subject to recommendations made by CGMARKFED at various point of time.

11 (A)- Terms of Payment

a. The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the CGMARKFED and the Selected Bidder at the time of signing the Contract.
b. The payment will be made on monthly basis as per actual deployment of resources after receipt of the bill on the basis of attendance of the resources deployed.

c. The Selected bidder shall satisfactorily perform work as specified under the RFP to the CGMARKFED. The requisite payment will be released by the CGMARKFED upon receipt of the invoice which would be verified from the attendance records within 30 days of receipt of the invoice.
d. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of CGMARKFED.
e. The payment of current month invoice will be paid by CGMARKFED only upon production of proof of payment of last month salary in deployed personnel account and proof of deposit of last month EPF & ESIC and other statutory charges into concerned organization account.

12. Leave Policy

The objective of this policy is to ensure that employees are able to balance work and professional life without compromising work continuity and discipline.

a. The personnel should be stationed at the place as required by the CGMARKFED. The personnelhas to follow the working hours, working days as prevalent in CGMARKFED and Holidays assanctioned by written orderof CGMARKFED. The personnel can be instructed via oral, telephonic or written order to be present on duty to work on leave days or holidays also incurring their own expenses and they have to be present anyhow.
b. Personnel shall get prior approval of CGMARKFED before leaving place of posting.
c. Leave entitlement and computation will be effective from date of start of project.
d. In case of important time bound assignment CGMARKFED may call personnel to work on holidays. In this case no extra payment will be given to resource or selected agency.
e. An employee can avail maximum 12 leaves per year on pro-data basis.
f. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case by case basis and will be decided by CGMARKFED.

13. EARNEST MONEY DEPOSIT

The EMD may be in the form of a Demand Draft drawn in favour of **Managing Director, Chhattisgarh State Co-Operative Marketing Federation Ltd** payable at**Nava Raipur** or payable directly in the bank A/c of CGMARKFED via online banking system.
Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalization.

No interest is payable on EMD.

The EMD may be forfeited: -
i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP;or

ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

iii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the CGMARKFED this department, in future.

iv. Successful Bidder's EMD amt. will be retained as Security Deposit and will be refundable within 02 months, only on the end of the tender work. In case CGMARFED orders to increase in Man-Power, then Security Deposit amt. of Rs. 10000/- per personnel shall be required to be deposited in CGMARKFED bank A/c as 'Security Deposit' within 15 days of the deployment of the personnel.

14. TENDER FEE

The tender fee amount of Rs.3,000/- (Rupees Three Thousand Only) (non-refundable) should be submitted in the form of D.D., favouring "**Managing Director Chhattisgarh State Co-Operative Marketing Federation Ltd**" payable in NavaRaipur or payable directly in the bank A/c of CGMARKFED via online banking system . It should be enclosed with EMD Envelope. The Bids without tender fee will be rejected as non-responsive.

15. Validity of the Proposal

The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). CGMARKFED reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

16. Other terms and Conditions

1. Bidders must fill up complete bid form and should submit in original duly signed all pages by the competent person of the firm. The document should be free from over writing. Any bid not bearing the signature in all the pages and documents accompanying the bid may be liable for rejection.
2. Bidders, which do not fulfill all or any of the above conditions or are incomplete in any respect, are liable to be rejected.
3. The submission of a bid by the bidders implies that he has read and accepted the instructions, the conditions of the contract etc. and has made himself aware of the scope of the work to be done and local conditions and other factors bearing on the execution of the work.
4. After acceptance of rates CGMARKFED will not pay any extra charges for any reasons whatsoever even in case the agencylater onclaims to have misjudged the conditions of the contract.
5. Rates shall be quoted both in words & figures in the price scheduled enclosed.. in case of deviation of rates in figures and words, the rates which are on lower side shall be considered.
6. It shall not be obligatory for the CGMARKFED or its officer to accept the lowest bid. The authority for the acceptance of the bid will rest with CGMARKFED, which does not bind itself to assign any reason for declining to consider any particular bid or bids.
7. The bid offer should be valid positively, for acceptance for a period of 180 days from the date of opening; otherwise liable for rejection.

8. The bid received within due date and time through registered/speed post will only be accepted. The bids received after due date and time will not be accepted. CGMARKFED will not be responsible for postal service delay.
9. The CGMARKFED reserves the right to accept/reject any bid without assigning any reason thereof.
10. As per requirement, personnel requirement may be increased or decreased by giving one week notice on the same quoted rate. The same will be binding on the agency and will not have any claim for the quantity altered.
11. These conditions of the bid shall form part of the contract and any breach of the terms of this notice shall be deemed to be a breach of the contract.
12. The employee contribution part EPF and ESIC and other statutory charges as applicable under prevailing laws must be deducted from the salary/wages of the deployed personnel before making payment to the personnel by the successful bidder.
13. CGMARKFED will pay the employer contribution part of applicable EPF and ESIC and other statutory charges of deployed personnel to successful bidder as applicable under prevailing laws.
14. All matters arising out of or any way connected with this contract shall be deemed to have arisen in Raipur and only the Courts in Raipur shall be the jurisdiction to determine the same.
15. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 12 working days in a years or more than 7 working days at one time, the agency shall deploy a personnel of equal or higher qualification and experience under the intimation to the MD, CGMARKFED. In the event of the failure of the agency to do so, a prorata deduction in the fees per working day for the member remaining absent and a penalty of 5% (Five percent) per day of monthly fee, shall be made from the payment due.
16. The monthly payment to be made to the key personnel after necessary deduction as per clause 15(12) above must be necessarily done through bank transaction and the same should be intimated to CGMARKFED on regular basis.

17. If the service of a team member provided by the bidder is not acceptable to the CGMARKFED, the bidder shall replace the team member within 10 days of given such notice. In the event of the failure of the agency to do so, a prorata deduction in the fees per working day for the member remaining absent and a penalty of 5% (Five percent) per day of monthly fee, shall be made from the payment due.
18. A penalty (at the sole discretion of CGMARKFED) would be levied if a personnel who has not resigned and is removed from the project by the bidder without the due permission of CGMARKFED.
19. The key personal, their number, qualifications and experience would be as per "REQUIRED MANPOWER" para above.

20. Further information required (if any) can be availed from the office of :-
Managing Director,
Chhattisgarh State Co-Opertive Marketing Federation Ltd., (MARKFED),
6th Floor, Tower 'C', Commercial Complex,
C.B.D., Sector of work-21,
Nava Raipur, Atal Nagar,492101
Email-mf_ctrlroom_raipur@gov.in
Website- www.markfed.cg.nic.in

17. PENALTY

- Penalty as mentioned in the RFP is subject to a maximum of 10% (Inclusive of All Taxes) of the total cost of Services.
- In the event of total default / failure by the Agency in providing Services, CGMARKFED reserves the right to get the Services executed by any other Agency at the cost and risk of the Second Party.

18. ENTIRE AGREEMENT

The Agreement, including any Exhibits and any Appendices thereto, will supersede all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in the Agreement. The Agreement may be amended only by a written instrument signed by both parties.

19. SEVERABILITY

Every paragraph, part, term or provision of the Agreement will be severable from the others. If any paragraph, part, term or provision of the Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect.

20. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in agreement shall be construed as establishing a relation of employer and employee, principal and agent, partners, or joint ventures between CGMARKFED and Agency, or CGMARKFED' and Agency's officers, directors, partners, managers, employee, or agents. The Agency, subject to the Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

21. RESPONSIBILITIES AND OBLIGATIONS OF THE AGENCY

The Agency shall:

a. Deploy personnel within 15 days of signing of Agreement.
b. Provide the Services as set out in RFP.
c. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature.
d. Be bound to comply with any written direction of CGMARKFED to reasonably vary the Scope, Sequence of timing of the Services; and

22. INDEMNIFICATION

- Agency shall indemnify, defend and hold CGMARKFED harmless from any and all claims demands causes of actions, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by or asserted against CGMARKFED by reason of or arising out of Agency's, gross negligence or wilful misconduct with respect to Agency's duties and activities within the scope of the Agreement.
- Except for Agency's gross negligence or wilful misconduct, CGMARKFED shall indemnify, defend and hold Agency and its partners, directors, officers, agents, servants and employees (collectively, the "Agency Indemnities") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses incurred in the capacity of a defendant or a witness, and all other costs and expenses (including without limitation attorneys' fees and court costs) to which any of the Agency Indemnities may become liable or subject by reason of or arising out of the performance or non-performance of Agency's duties and activities within the scope of the Agreement.
- CGMARKFED shall indemnify, defend and hold Agency harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs sustained or incurred by or asserted against the Agency/Bidders by reason of or arising out of the CGMARKFED's/ negligence, willful misconduct with respect to the CGMARKFED's duties and activities, including but not limited to any information provided by CGMARKFED to the Agency upon which the Agency shall rely in providing the Services.

23. Limitation of Liability

Agency's total liability howsoever caused and whether arising under contract, tort (including negligence) or otherwise shall not exceed the total amount of the Fees paid by the Client to the Agency for the Services rendered under the Agreement.

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other party for any indirect, consequential, incidental or special losses or damages of any kind or nature, and any claim by either party in any way related to, or arising out of, thie Agreement or any Services provided hereunder shall be limited to such party's actual, direct damages.

24. CONFIDENTIALITY

The Agency shall treat the details of the output of the Assignment and the Services as confidential and for the Agency's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to CGMARKFED or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of CGMARKFED .

Agency shall treat as confidential property and not disclose to others during or subsequentto the term of the Agreement, except as necessary to perform the Agreement (and then only on a confidential basis satisfactory to both parties), any information and documents (including

without limitation any environmental information, reports or data) which may be delivered to Agency by Client and identified as "Confidential."

Agency shall also treat as confidential and shall not disclose to others, except as required by law, the form of Agreement.

Nothing above, however, shall prevent Agency from disclosing to others or using in any manner information, which Agency can demonstrate:

a. Has been published and has become part of the public domain other than by acts, omissions or fault of Agency, their employees, agents, contractors and/or agencies; or,
b. Has been furnished or made known to Agency by a third party (other than those acting directly or indirectly for or on behalf of Agency or CGMARKFED) as a matter of legal right without restrictions on its disclosure; or,
c. Was in Agency's possession prior to disclosure thereof by CGMARKFED;
d. Must be disclosed pursuant to any statute, law, regulation, ordinance, order or decree of any governmental authority having jurisdiction over Agency or any of its employees, agents, contractors and/or agencies;
e. The foregoing obligations in this Clause 9 shall survive for a period of one (1) year following the termination or expiration of this Agreement.

25. OTHER CONDITIONS

In the event thatCGMARKFED desires the Agency to perform such additional services which are not within the Scope of Work as laid out in Appendix 3, the Agency shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

Notwithstanding anything contained above, only such additional work may be undertaken so that all the conditions laid below are met, both jointly and severally:

a. The additional work does not come in conflict with any existing laws, statutory regulations or ordinances / guidelines of the land applicable in the Union of India and the State of Chhattisgarh as on date of the renegotiation;
b. The additional work does not come in conflict with any internal corporate policy / regulation / guidelines / practice of the Agency as on date of the renegotiation;
c. The Technical and Procurement of Services expertise of the Agency allows the Bidders to undertake such work.

CGMARKFED shall provide the Bidders documents / information / reports as may be required by the Bidders to enable it to provide the Services. CGMARKFED undertakes and agrees to furnish to the Bidders from time to time such other documents / information / reports in its possession and / or knowledge as it may consider relevant to perform the Services, as and when such information is received by / available with CGMARKFED

All the intellectual property conceived, originated, devised, developed or created by the Bidders, its agents, specifically for the purpose of rendering the Services shall vest with CGMARKFED unless otherwise agreed, between CGMARKFED and the Bidders. CGMARKFED as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project Unless otherwise agreed, CGMARKFED shall have the copyright on all the reports, documents, etc., authored, prepared or generated under the agreement during the course of the Services to be provided by the Bidders.

26. COMPLIANCE WITH LAWS

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations or ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

27. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of the Union of India. The Courts of Raipur, Chhattisgarh shall have jurisdiction over all matters arising out of or relation to the Agreement.

28. WAIVER

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Agreement:

i. shall not operate or be construed to operate as a waiver of any other or subsequent default hereof or of any other provision(s) or obligation(s) under the Agreement;
ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
iii. Shall not affect the validity or enforceability of the Agreement in any manner.

Neither the failure by the either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of the Agreement.

29. MODIFICATION

Modification of the terms and conditions of the Agreement, including any modification of the scope of Services, can only be made by written order issued unilaterally by CGMARKFED to the agency and agency will be bound to comply with the direction.

30. NOTICES

Unless otherwise stated, notices to be given under the Agreement including, but not limited to a notice of waiver of any term, breach of any term of the Agreement and the termination of the Agreement, shall be in writing and shall be given by hand delivery, recognised courier, mail, e-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned.

31. TRANSFER OF AGREEMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under the Agreement

32. VARIATIONS

CGMARKFED may, by written notice to the Agency, direct the Agency to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Agency shall be bound to comply with the direction.

33. CONFLICT OF INTREST

CGMARKFED requires that Agencies provide professional, objective and impartial services and at all times hold CGMARKFED's interests' paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from CGMARKFED.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of CGMARKFED, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if CGMARKFED comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment.

Employees of CGMARKFED shall not work for or be a part of the firm/company or Agency (ies). Similarly, employees of the Agency shall not have any right of employment in the CGMARKFED.

34. FRAUD AND CORRUPT PRACTICE

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the CGMARKFED shall reject an Application 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 /fraudulent /coercive/undesirable or restrictive practices in the bidding Process.

Without prejudice to the rights of the CGMARKFED if a Bidder is found by the CGMARKFED to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the CGMARKFED during a period of 2 (two) years from the date if such Bidder is found by the CGMARKFED to have directly or indirectly or through an agent,engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them**:**

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CGMARKFED who is or

has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior from the date such official resigns or retires from or otherwise ceases to be in the service of the CGMARKFED, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the CGMARKFED in relation to any matter concerning the Project;

(b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process

(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 bidding Process;

(d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the CGMARKFED with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

35. TERMINATION FOR DEFAULT

CGMARKFED reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.

36. TERMINATION FOR INSOLVENCY

The CGMARKFED may, at any time, terminate the Contract by giving written notice to the Bidder, if the Bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CGMARKFED.

37. TERMINATION FOR CONVENIENCE

The CGMARKFED, by written notice of not less than 30 (Thirty) days sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the CGMARKFED's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon

which such termination becomes effective.

38. DISPUTES

All differences and disputes arising between the CGMARKFED, Nava Raipur and bidder firm onany matter connected with this bid or agreement of contract or in regard to the interpretation of the content thereof shall be referred to the Managing Director, CGMARKFED, Nava Raipur in writing for the decision, within a period of 30 days of such occurrence. Thereupon the Managing Director, CGMARKFED, Nava Raipur shall give his written instructions and/or decisions within a periods of 60 days of such request. This period can be extended by mutual consent of the parties. If any party not satisfied with the decision of Managing Director, CGMARKFED, Nava Raipur, then he can appeal to the legal court. The jurisdiction of the court of law shall be Raipur, Chhattisgarh**.**

39. GOVERNING LANGUAGE

The governing language shall be Hindi & English both.

40. TAXES & DUTIES

The Bidder shall be liable to pay all corporate taxes, income tax, GST etc. that shall be levied according to the laws and regulations applicable from time to time in India. Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Bidder.

The selected bidder shall bear all the legal and stamp duty costs once selected as part of the process

41. TAX DEDUCTION & SOURCE

Wherever the laws and regulations require deduction of such taxes at the source of payment, the CGMARKFED shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the CGMARKFED as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this contract.

The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

42. FORMATS

Annexure - A

Technical Proposal for Placement Agency Services

Letter of Proposal

(On Agency's letter head)

Dated:

To,

Managing Director,
Chhattisgarh State Co-operative Marketing Federation Limited,Sector-21, Nawa Raipur Atal Nagar

Sub: Request for Proposal (RFP) for Placement Agency Services at the head office of MARKFED.

Dear Sir,

1. **With reference to your RFP document dated dd/mm/yy, I/we, having examined the tender documents and understood their contents; hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.**
2. **All information provided in the proposal and in the appendices is true and correct.**
3. **This statement is made for the express purpose of qualifying as an agency for undertaking the project.**
4. **I/ We shall make available to MARKFED any additional information it may find necessary or require to supplement or authenticate the bid.**
5. **I/ We acknowledge the right of MARKFED to reject our proposal 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 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.

I/We declare that

a. **I/ We have examined and have no reservations to the tender documents, including any addendum issued by MARKFED.**

b. **I/ We do not have any conflict of interest in accordance 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MARKFED 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 the 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.**

7. **I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to bid for the project, without incurring any liability to the bidders, in accordance with the RFP document.**

8. **I/ We declare that we are not a member of any other firm submitting a proposal for the project.**

9. **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.**

10. **I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.**

11. **I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.**
12. **I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we shall intimate MARKFED of the same immediately.**
13. **I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MARKFED in connection with the selection of the bidder, or in connection with the bidding process itself, in respect of the above mentioned project and the terms and implementation thereof.**
14. **In the event of my/ our being declared as the successful bidder, I/We agree to enter into an agreement provided by MARKFED.**
15. **I/We have studied all the tender document carefully. 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 MARKFED or in respect of any matter arising out of or concerning or relating to the bidding process including the award of contract.**
16. **The consultancy fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft agreement.**
17. **I/We agree to furnish performance guarantee to MARKFED in accordance with the RFP document.**
18. **I/We agree to abide performance security clause as mentioned in the RFP document.**
19. **I/We agree and understand that the proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.**
20. **I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal due date specified in the RFP.**

21. **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,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Annexure - B

TECHNICAL BID FOR REQUEST FOR PROPOSAL FOR PROCURING PLACEMENT AGENCY SERVICES BY CGMARKFED

SL No.	Particulars	
1	Name of Bidders Firm/Company	
2	Correspondence Address	
3	Contact Person	
4	Contact Details	
4A	Telephone No.	
4B	Fax No.	
4C	Cell No.	
4D	Email:	
4E	GST No.	
4F	TAN No.	
4G	PAN No.	
5	Profile of the Bidder	
6	Average annual Turnover for past 3 financial years. Copy of the audited Balance Sheets and Certificate of the Chartered Accountant for preceding three years should be submitted	
7	Experience – Value of completed work of placement agency services for Government Organisation in last 3 years as applicable. Copy of Work Order, Agreement and Satisfactory Completion cum Experience certificate (duly signed under letter head of competent authority) of completed work mentioning details of work done and value of the work for each work shall be submitted	
8	No. of works for providing placement agency services to Govt Organizations completed in last 5 years with each of value **Rs. 30 Lakhs (Rs Thirty Lakhs Only)**or more as applicable. Copy of Work	

SL No.	Particulars	
	Order, Agreement and Satisfactory Completion cum Experience certificate (duly signed under letter head of competent authority) of completed work mentioning details of work done and value of the work for each work shall be submitted	
9	Other relevant details, if any	
10	List of Enclosures	

I/We hereby certify that the information given above is true and nothing has been concealed. It is further certified that neither the organization nor any of the officials of the organization have resorted to unethical practices and no investigation/vigilance/ enquiry/court cases are pending against them and I am fully authorized to sign.

Signature

Name

Designation

With Company Seal

Annexure - C

Power Of Attorney For Signing Of Proposal

Know all men by these presents, we,_____(Name of the firm and address of registered office) do hereby irrevocably constitute, nominate, appointand authorize Mr./Ms. (Name), 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(herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary sequired in connection with or incidental to submission of our proposal for selection of Service Provider for providing Facility Management Services Provider for 6th Floor, Commercial Complex, Tower 'C', C. B. D., Sector -21, Nawa Raipur, Atal Nagar (Client) (the "Authority") including but not limited to signing and submission of all applications, proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the authority, representing us in all matters before the authority, signing and execution of all contracts including the service agreement and undertakings consequent to acceptance of our bid, and generally dealing with the authority in all matters in connection with or relating to or arising out of our proposal for the said project and/or upon award there of to us and/or till the entering into of the service agreement with the authority.

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

IN WITNESS WHERE OF WE,_____, THE ABOVE NAMED PRINCIPALHAVE EXECUTEDTHE POWER OF ATTORNEY ON THIS DAY OF , 20_____.

For_____

(Signature)

(Name, Title and Address)

Annexure - D

Submission of Undertaking

Submission of Undertaking (in the stamp paper of Rs. 100) by the Bidder on the following:

a) No existing litigation
b) Never blacklisted, terminated by any client in India
c) The bidder never filed any law suits or requested arbitration with regard to any contract within the last five years
d) No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers
e) Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies
f) The bidder was never cited by any regulatory agency for a safety violation in the last five years

Undertakings shall be prepared by the bidder in its letter head and shall be notarised Submission of above undertakings is mandatory.

Date: (Signature of Authorised Signatory)
Place: (Name and Designation of Authorised Signatory)
Name and Seal of Bidder

Annexure - E

FINANCIAL BID FOR REQUEST FOR PROPOSAL FOR PROCURING PLACEMENT AGENCY SERVICES BY CGMARKFED.

(ON THE LETTER HEAD OF BIDDER COMPANY)

Sr. No.	Bid Particulars	Bidding Percentage
(A)	Agency Service Charge in percentage (%) on the Gross Salary/Wages Rs. 25,780.00 per person per month (Biddable rate of Percentage)	_____%

* L1 will be decided on the basis of above Bidding Percentage.
* GST (Rate and Amt.) will be as per GST Law or updated guidelines issued by Govt..

Signature

Name

Designation

With Company Seal

Annexure - F

Pre-Qualification Criteria			
S. No.	**Pre-Qualification Criteria**	**Compliance (Yes/No)**	**Documents to be submitted**
1	The Bidder can be a proprietorship firm, partnership firm or a registered company under the company act.		In case of company, copy of the Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. In case of proprietorship/partnership firms copy of trade license/tax registration certificate and partnership deed.
2	The bidder must hold a valid GST Registration No.		Copy of GST Registration Certificate
3	The bidder must be solvent		Copy of Bank solvency certificate of Rs.15 lakhs (Rs. Fifteen Lakhs Only) (whose age is not more than 2 year from the issue date) has to be submitted.
4	The Bidder must have an average turnover from placement agency services of minimum average of Rs. 50 lakhs (Rs. Fifty Lakhs Only) during last 3 financial year(s)		Copy of the audited Closing Accounts (Balance Sheet and P&L A/c) and Certificate of the Chartered Accountant for preceding three years
5	The Bidder should be a profitable organization (based on EBITDA) in the last 3 financial year(s)		Certificate of the Chartered Accountant to that effect
6	The bidder should have organized at least 5 similar works for Govt Organisations with value of Rs. 30 lakhs (Rs. Thirty Lakhs Only) each in the past 5 years.		Copy of Work Order, Agreements and Satisfactory Completion cum Experience certificate (duly signed under letter head of competent authority) of completed work mentioning details of work done and value of the work for each work
7	Bidders should not have been blacklisted for any reason by any Public Sector Undertaking or Government Organisation.		Bidder should specifically confirm on 100 rupees non-judicial notarized stamp in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company