



Indian Highways Management Company Limited
(IHMCL)

**REQUEST FORQUOTE FOR ENAGEMENT OF AGENCY
FOR SUPPLY OF MANPOWER**

RFQ Reference No: IHMCL/RFQ/2018/HR/1

05 October 2018

**Indian Highways Management Company Limited
Second Floor, MTNL Building, Sector-19, Dwarka,
New Delhi - 110075, India
Date - 05.10.2018**

PART - A**1. Bid Summary**

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2. Key Dates

SI. No.	Event Description	Date
1.	Invitation of RFQ	05-October-2018
2.	Last date for receiving queries	08-October-2018
3.	Pre-Bid meeting	09-October-2018
4.	Authority response to queries latest by	11-October-2018
5.	Bid Due Date	15-October-2018 (Upto 15:00 Hrs IST)
6.	Physical submission of Application Fee/ Power of Attorney	16-October-2018 (Upto 15:30 Hrs IST)
7.	Opening of Technical Bids	16-October-2018 (Upto 16:30 Hrs IST)
8.	Opening of Financial Bid	within 30 days from Bid Due Date

PART - B**RFQ for Empanelment of Agency for Supply of Manpower**

IHMCL, a company promoted by NHAI, under the Companies Act, 1956, invites quotes for supplying manpower in various capacities for its office in

Delhi and other locations in INDIA as per business requirements. The bids are invited by 15.10.2018 by 15:00 hours. The applicants referred to as "Bidder" should be company Indian Proprietary firm, Partnership firm or Company registered under respective act(s). IHMCL referred is "Indian Highways Management company Limited".

1) INSTRUCTIONS TO BIDDERS

The RFQ has been invited through e-tendering portal i.e. "<https://etenders.gov.in/eprocure/app>" the interested bidders may download the RFQ document from e-tendering portal of the employer. The RFQ document can also be downloaded from IHMCL website.

The document fee (non - refundable) of Rs 5000/- (Rupees Five Thousand Only) towards cost of RFQ should be payable through Demand Draft in favor of "Indian Highways Management Company Limited".

Bid must be submitted online only at <http://etenders.gov.in> during the validity of registration with the e-Tendering Portal being managed by National Informatics Centre (NIC), i.e. <http://etenders.gov.in>. To participate in e-tendering, the intending participants shall register themselves in the website of URL.

- 1) Bids are invited through e-tendering portal (Technical Bid and Price Bid) from experienced well established and financially sound Manpower Service Provider for supply of the following category and number of manpower to work in IHMCL office.

S.No	Position/Title	Number of staffs
1	Engineer	7
2	Other support staff (Computer operator, Office Boys, PA, Stenographer)	10

* Manpower for various positions may be increased or decreased based on business requirements at IHMCL. As on date approximate total wages paid per months is around Rs. 5.25 lakh.

- 2) The various crucial dates relating to bid are cited under Key Dates on page number 2.

- 3) Authorized representatives of the Bidders for this RFQ may choose to attend the opening of the Technical Proposals, which will be opened in the Office of NHAI Ground floor G5&6 Sector 10, Dwarka, New Delhi 110075.
- 4) The Price Bid of only those Bidders will be opened whose Technical bid are found to be qualified as in terms of this Bid document.
- 5) The Contract shall be in force initially for a period of one year from the date of signing of the Contract; which may be further extended on yearly basis as per directions of IHMCL on same service fees subject to satisfactory performance and agreed mutual terms and conditions.
- 6) The bid shall be valid for a period of 120 days from the last date of submission of the bid, being further extended if required so by IHMCL.
- 7) Eligibility Criteria for the Bidders:
The Bidders must meet following eligibility criteria:
 - a) The applicant shall be, a Limited Liability Partnership registered under LLP Act, 2008 or Company incorporated and registered in India under the Companies Act, 2013 or any other previous Company Law.
 - b) The Registered Office or the Branch Office of the Manpower Service Provider should be located either in Delhi or in National Capital Region (NCR) of Delhi. If office is located outside Delhi/NCR region a dedicated representative should be available for catering to Client and employee queries.
 - c) The Bidder should have executed at least three contracts of providing manpower services to private companies of repute/Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last five financial years. The experience certificates indicating date of award of contract and date of completion of contract obtained from the Ministries/ Departments of Center or State/ PSUs/ Autonomous Bodies should be provided to support the claim of experience.
 - d) The Bidder should have its own bank account.

- e) The Bidder should be duly registered with the Service Tax/ GST & Relevant Authorities and having valid labour license under Contract Labour (Regulation & Abolition) Act, 1970.
 - f) The minimum average turnover of the Service Provider should be Rs. Fifty (50) Lakhs in last three financial years i.e. FY 2015-16, 2016-17 and 2017-18. The annual turnover certificate of the last three financial years should be certified by the statutory auditor or an independent Chartered Accountant shall be provided. Last three (3) financial years audited financial statements from statutory auditor or an independent chartered accountant should be enclosed.
 - g) The bidding entity should have positive net-worth in the preceding three financial years i.e. FY 2015-16, 2016-17 and 2017-18.
 - h) The Bidder should submit an Affidavit stating that the firm has not been black-listed by any private company/government department/public sector companies/public sector banks/government autonomous organizations and there has no litigation with any government department on account of similar services.
 - i) Bid documents not fulfilling these requirements or received after due date/ last date will be rejected.
- 8) Evaluation of Technical Bids: -
- a) Opening of Bids will be done through online process.
 - b) The Technical Bids will be evaluated based on following criteria: -

First, the envelope containing Document fee will be opened and checked, post which the Technical Bids will be evaluated by an Evaluation Committee. The bidder who had failed to submit application fee as defined in document shall be liable for rejection.

The Bidder shall have to fulfil all the Eligibility Criteria as specified here in, in totality and submit all the required documents as mentioned in Annexure-6.

The documents as mentioned in Annexure-6 shall be scrutinized in this phase of Technical bid evaluation. IHMCL shall announce the names of the Bidders who have qualified for opening of Financial Bids.

Those Bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.

Evaluation of Physical Proposals by IHMCL shall not be questioned by any of the Bidders. IHMCL may ask Bidder(s) for additional information and verify claims made in Physical Bid documentation at any point of time before opening of the Financial Proposal.

9) Evaluation of Price Bids: -

- a) Price Bids are only open for the Bidders who are qualified after Technical Evaluation.
- b) Bidders are required to quote commission/service fees in terms of percentage on the Total Amount of invoice only & onetime setup fees for the personnel. This percentage shall be applicable on each category of personnel.
- c) The bidders are required to quote recruitment/sourcing fees if the associate is sourced by them. If the associate is absorbed by the client after completion of 1 (one) year no fees would be paid by IHMCL to the bidder.
- d) The contract will be awarded on Least Cost Selection basis. IHMCL will select the Bidder with the Most Advantageous Bid, which is the Bid with the lowest evaluated price (L1).

10) Service Tax/GST as applicable rates will be paid extra.

11) The deployed personnel will work for 6 days i.e. (Monday to Saturday) he/she can be deployed on Sundays or holidays and in such case, salary will be given for extra day worked. Overtime will be provided to support staff or other employees as approved by IHMCL competent authority

and will be paid as per overtime rule. Leave policy will be applicable as followed by IHMCL.

- 12) Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of IHMCL. The Bidder shall provide additional manpower services, if required, on the same terms and conditions.
- 13) IHMCL shall share all attendance and other inputs by 24th of every month so that salary of the employees can be released by First working day of next month.
- 14) Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to IHMCL.
- 15) The Bidders shall submit the complete set of documents with their signature of authorized personnel on all pages of the document.
- 16) IHMCL reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

2) Scope of work :

- a. Monthly Payroll services of all deployed associates at IHMCL site.
- b. All persons deployed by Service Provider in IHMCL office shall be its own employees in all respects and the responsibilities/obligations under Contract Labour (Regulation & Abolition) Act 1970, the Indian Factory Act the Workmen compensation Act, Employees Provident Fund Act and under minimum wages Act and various other statutory enactments shall be that of the Service Provider as applicable and as per amendment by government from time to time. No recruitment or sourcing fees will be paid to service provider if the candidate is being sourced by IHMCL. Whereas the following sourcing fees will be applicable if candidate is sourced by the service provider.

Monthly CTC/Salary	Sourcing Fee
Upto 15,000 monthly CTC	Rs.2500 per hire
15,001-20,000 monthly CTC	Rs.3500 per hire
20,001 - 25,000 monthly CTC	5 % of Annual CTC per hire
Above 25,001 monthly CTC	8 % of annual CTC per hire

- c. The Service Provider shall indemnify IHMCL against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, Employee Insurance or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Bidder. The Service Provider shall also submit proof regarding same for deployed personnel in IHMCL.
- d. The Service Provider shall also make available such returns/records for inspection by the IHMCL authorized person. The Service Provider shall maintain necessary record and registers like wages book and wages slip, etc.

3) TERMS & CONDITIONS

Definitions

- a) The terms "Contract" shall mean and include the invitation to bid incorporating also the instruction to Bidder, the Bid, its Annexure, Appendixes, Schedules, Acceptance of Bid and such General and Special conditions as may be added to it. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- b) Manpower Service Provider shall mean such firm or company, selected under this Bid and undertaking the work of providing manpower at the level of Engineers, Office Assistants, Executive Assistants, Office boy and Stenographers, as per Bid document and conditions of this contract.
- c) The time period means period specified in the Bid document for entire execution of contracted works for a period of one (1) year (extendable maximum to 5 years at the sole discretion of IHMCL) from the date of signing of Contract Agreement or as communicated by IHMCL.
- d) IHMCL used in the Bid document shall mean Indian Highways Management Company Limited.

4) Parties to the Contract

- a) The parties to the contract are the selected Manpower Service Provider (hereinafter referred to as "Service Provider") and Indian Highways Management Company Limited hereinafter referred to as IHMCL), represented by the General Manager, or any other person authorized to act on behalf of the IHMCL.
- b) The person signing the Bid or any other document (s) forming part of the Bid on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind the firm in matter pertaining to the Contract, if, on enquiry, it is found that the person concerned has no such authority General Manager, Manager may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

5) Subletting

The Service Provider shall not sublet transfer or assign this contract or any part thereof without the prior written consent/approval of IHMCL. In the event of the Service Provider contravening this condition, IHMCL shall be entitled to terminate the Contract and to get the balance work or services under the contract executed at the risk and cost of the Service Provider and the Service Provider shall be liable for any loss or damage which IHMCL may sustain in consequence or arising out of such replacing of the Contract

6) Period of Contract

The contract shall remain in force for all purpose for a period of one year extendable to maximum of 5 years basis on same service fee at the sole discretion of IHMCL. However, IHMCL reserves right to terminate the Contract at any time without assigning any reason there of by giving thirty days' notice in writing to the Service Provider(s) at their last known place of residence/business and the Service Providers shall not be entitled to any compensation by reason of such termination. The action of IHMCL under this clause shall be final conclusive and binding on the Service Providers and shall not be called in question.

7) Termination

- a) In the event of the Service Providers having been adjudged insolvent or goes into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this Contract or any of the terms and conditions governing the Contract, IHMCL shall be at liberty to terminate the Contract forthwith without prejudice to any other rights or remedies under the Contract and to get the work done for the unexpired period of the Contract at risk and cost of the Service Provider and to claim from the Service Provider any resultant loss sustained or cost incurred.
- b) In the event of the Service Provider going into Liquidation or becoming embroiled in internal dispute between partners/director or between management and its employees, the payment shall be withheld till such dispute is resolved
- c) IHMCL shall also have without prejudice to other rights and remedies, the right in the event of breach by the Service Provider of any of the terms and conditions of the Contract to terminate the Contract forthwith and to get the work done for the un-expired period of the Contract at the risk and cost of the Service Provider and/or forfeit the Security
- d) Deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by IHMCL due to the Service Provider's negligence or unworkmen like performance of any of the service of the services under the Contract.

8) Law governing the Contract/ Dispute Resolution

- a) The Contract will be governed by the Laws of India, for time being in force as amended from time to time.

All disputes or differences of any kind whatsoever that may arise between the Service Provider and IHMCL in connection with or arising out of the Contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of Contract shall be settled as under:

b) Mutual Settlement

All such disputes or differences shall in the first place be referred to the IHMCL in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

c) Arbitration

In case of any dispute the matter shall be decided by sole arbitration of General Manager, IHMCL shall be the sole arbitrator and the said order shall be final and binding on both parties to the agreement. The arbitration will be governed by the latest Arbitration Act as applicable. No objection shall be raised by the Service Provider that the appointed arbitrator has been associated with IHMCL or has been associated with the work at any stage.

d) Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Delhi only.

9) Obligations of the Service Provider:

a) The Service Provider shall, if and when so requested by IHMCL, will provide the outsourced manpower at the premises of IHMCL, as may be required by IHMCL, at the agreed monthly salary. Number of outsourced personnel and Scope of Services as provided by IHMCL.

b) It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined functions by IHMCL and IHMCL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of IHMCL that he/she has misrepresented the fact about his/her. Qualification/experience, the Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within ten (10) days' time.

c) If the performance of the outsourced personnel is unsatisfactory, IHMCL shall give a notice of fifteen (15) days to the Service Provider

to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after fifteen (15) days of such communication, the Service Provider shall provide a replacement acceptable to IHMCL within ten (10) days' time.

- d) The Service Provider shall make actual disbursement of salary on 1st working day of every month and raise invoice to IHMCL for the outsourced Person in various categories as agreed with IHMCL and in no circumstances the actual disbursement shall be less than the agreed amount. The payment of invoice will be done by IHMCL in 10 working days from the receipt of invoice to the manpower supplying agency.
- e) The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by IHMCL and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- f) The Service Provider provides adequate cover to the outsourced persons for death, disability, sickness etc. IHMCL shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. If required, Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to IHMCL and shall act all times to keep the requisite policies validated. A valid ID card will also be issued to the associates being deployed at IHMCL office.
- g) The Service Provider should provide a copy of the Contract Agreement entered between him and the outsourced personnel. The copy of receipt of payment, along with attendance sheet, should be submitted by the Service Provider while claiming the amount for each month.
- h) The Service Provider shall maintain all statutory registers required under various Acts, Provident Fund, ESI (Employee State Insurance),

and any other state compliances as applicable which may be inspected by IHMCL as well as the appropriate authorities at any time.

- i) The attendance & overtime for the personnel deployed by the Service Provider at the premises of IHMCL shall be provided by IHMCL.
- j) If the Service Provider fails to comply with the statutory/ legal requirement, as stipulated in the terms & conditions of the bidding document within two months from the award of Contract, the Contract is liable to be terminated with one month's notice and Security Deposit be forfeited and in his place, second lowest or third lowest ranking bidder as the case may be called to replace the terminated Service Provider.

10) Records And Accounts

The Service Provider shall keep accurate and systematic records and accounts in respect of the services clearly identifying all charges and expenses. The Client reserves the rights to audit or to nominate an accounting firm to audit the Service Provider's record relating to the amount claimed under this Contract during its term or any extension, and for a period of three months thereafter.

11) Termination of Contract

In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by IHMCL from time to time the same can be terminated by IHMCL on giving of a notice of one (1) month. In case of unsatisfactory performance of the Contract, a warning letter will be issued to the Service Provider. In case corrective action is not taken within 48 hours of issuing such letter, IHMCL shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case shall include among others frequent absence or poor attendance of executive staff, inability to provide replacement, discourteous behavior, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

- a) The Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/terminated by the Service Provider, such action should be taken only with approval of IHMCL.

12) Letter of Award (LoA): -

- a) Prior to the expiration of the Bid validity, IHMCL will notify the Successful bidder that his Bid has been accepted. IHMCL will mention the contract value in the LoA.

13) Security Deposit/Performance Security:

- a) The Successful Bidder shall furnish a Security Deposit of Rs. One Lakh Only (Rs. 1,00,000/-) in favor of "Indian Highways Management Company Limited" within a week of issue of LoA (Letter of Award) in the form of Bank Guarantee.
- b) The Security Deposit will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year.
- c) The Security Deposit furnished by the Bidder shall be subject to the terms & conditions given in this Bid and the IHMCL shall not be liable for payment of any interest on the Security Deposit.
- d) The Security Deposit shall be returned post completion of Contract Agreement or Termination of Contract Agreement.
- e) The Bank Guarantee in the name of IHMCL issued by the following banks would only be accepted: -
 - a. Any Nationalized Bank
 - b. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be considered
 - c. A Foreign Bank (issued by a branch outside India) with a

counter guarantee from any Indian Nationalized Bank.

d. Export Import Bank of India

f) The acceptance of the Bank Guarantees shall also be subject to the following conditions:-

a. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI

b. The bank guarantee issued by a Cooperative Bank shall not be accepted.

PART -C
FORMATS & List of DOCUMENTS

Annexure 1

Letter for Bid Submission

To,
General Manager IHMCL
Indian Highways Management Company Limited
Second Floor, MTNL Building, Sector-19, Dwarka,
New Delhi - 110075, India

Name of Work: Engagement of Manpower Service Provider for Payroll services & outsourcing of Engineers, Office Assistants/Computer Operators, Executive Assistants and Stenographers in IHMCL office at New Delhi.

Ref.: RFQ No. IHMCL/RFQ/2018/HR/1

I/ We, the undersigned, offer to provide manpower services for outsourcing of Programmer, Office Assistants, Accountant, Computer Operators, Account Assistants, Office boys and Stenographers in Indian Highways Management Company Limited. We are hereby submitting our Bid, which includes this Technical Bid and a Price Bid sealed in separate envelopes.

We, hereby declare that:

- (a) We have read carefully the various conditions of bidding document attached hereto and hereby agree to abide by the said conditions.
- (b) We agree to keep this Bid valid for acceptance for a period of 120 days from the due date for submitting the Bid.
- (c) We also agree to abide by the conditions of the Bid Document and Terms and Conditions of the Contract as lay down by the IHMCL.
- (d) Until a formal agreement is prepared and executed, acceptance of this Bidding document shall constitute a binding contract between IHMCL and us subject to the modifications, as may be mutually agreed to, between IHMCL and us.

We understand that the IHMCL is not bound to accept any Proposal that the IHMCL receives.

Yours faithfully,

Authorized Signatory
(With Name, designation, Contact no. and Seal)

Profile of Bidder: Annexure 2 (a)

S.No	Particulars	Details
1	Name of Manpower Service Provider	
2	Date of Registration/Incorporation	
3	Number of employees as on March 31'2018	
4	Detailed office address of the Agency with Office Telephone Number, Mobile Number and E-mail along with name of the contact person	
5	Status of applicant (proprietorship firm/ partnership firm/private limited/society/ (attach documentary evidence)	
6	Types of the manpower provided and their number	
7	Banker of the service provider	
8	PAN/TAN/GIR No (Attach attested copy)	
9	Registration under the Contract Labor Act.1970 (Copy of certificates of registration to be enclosed)	
10	Labor License Number (copy to be enclosed)	
11	GST Registration No. (copy to be enclosed)	
12	EPF Registration Number (copy to be enclosed)	
13	ESI Registration Number (copy to be enclosed)	
14	Details of number of years of experience in the field	
15	Name of the companies, public sector companies, public sector banks and government autonomous organizations, towhom manpower was provided.	
16	Type of Manpower provided	
17	List of other Clients	
18	Annual turnover of last three financial years	2015-16 2016-17 2017-18

Annexure 2 (b)**EXPERIENCE DETAILS**

Give details of such contracts undertaken by Manpower Service Provider in the following format:

S.No	Name of Client Address/Contact Person Telephone /Email ID	Manpower Services provided to	Duration of contract Starting date - end date	Contract Value
1				
2				
3				
4				

Service Provider must attach copies of Work Orders / Contracts/ LoAs/ Experience Certificates etc. as proof for each contract.

Annexure 3

UNDERTAKING

(Should be on Bidder's Letterhead)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/firm M/s _____ have abandoned any work of National Highways Authority of India/IHMCL nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by IHMCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that IHMCL may ask for further qualifying information, and agrees to furnish any such information at the request of IHMCL.
5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
7. We also confirm that we have not been convicted by any court of law for any of the offenses under any Indian laws

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

Annexure 4**PRICE BID (To be quoted on e-tender portal only)**

To,
General Manager,
 Indian Highways Management Company Limited
Second Floor, MTNL Building, Sector-19, Dwarka,
New Delhi - 110075, India

Sub: Price Bid for engagement of Manpower Service Provider for Payroll processing & outsourcing of Engineers, Office Assistants/Computer Operators, Office Assistants and Stenographers in IHMCL office at New Delhi.

Sir,

With reference to RFQ dated____ on the subject mentioned above, I/ We quote following Bid Price:

Parameter	Quoted Value (In Percentage)
% Percentage of Commission/service fee (in digits)	
Percentage of Commission/service fee (in words)	

2) I/We accept all the terms and conditions of your Bidding document referred to above.

3) I/ We understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory

(With Name, designation, Contact no. and Seal of the Bidding Entity)

Annexure 5

Power of Attorney

Know all men by these presents, we, M/s (name of Firm/ Company and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/ Ms..... son/daughter/wife of..... and presently residing at , who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our quotation for empanelment as the agency for -----, proposed by Indian Highways Management Co. Ltd., including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our proposal for the said assignment and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2018

For

(Signature, name, designation and address)

Witnesses:

1.

2. Notarised

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for

the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.

Annexure - 6

LIST OF DOCUMENTS

1. All pages of Bid document duly stamped & signed by authorized signatory;
 2. Letter for Bid submission as per Annexure I;
 3. Demand Draft for Application fee.
 4. Copy of Registration of Firm;
 5. Copy of Registration certificate of EPF, ESI, and Service Tax/GST.
 6. Copy of Labour License
 7. Copy of PAN/ TAN Card
 8. Last 3 years audited financial statements certified by the statutory auditor or an independent Chartered Accountant
 9. Details of Bidder and Experience Details (along with supporting documents) as per Annexure II (a) and II (b) respectively.
 10. Undertaking as per Annexure III
 11. Price Bid as per Annexure IV – To be quoted on e-tender portal only
- The official website of the organization is www.ihmcl.com and e-tender portal is <https://etenders.gov.in/eprocure/app>. Applicants shall upload their proposal on the e-tender portal as per the procedure specified in RFQ.
 - All communications should contain the following information to be marked on the top “RFQ Reference No: IHMCL/RFQ/2018/HR/1”