



**REQUEST FOR PROPOSAL**  
**FOR HIRING OF RECRUITMENT AGENCY FOR SUPPLY OF**  
**MANPOWER TO STATE PROGRAM MANAGEMENT GROUP**  
**(SPMG) FOR A PERIOD OF 02 YEARS THROUGH**  
**e-PROCUREMENT**

**Purchaser- Office of the Program Director,  
State Program Management Group (SPMG),  
Namami Gange, Government of Uttarakhand,  
105 (New no. 545/941), Rajpur Road,  
Near RTO office, Dehradun- 248001,  
Uttarakhand, India  
Tel: 0135-2769932**

**Bid Ref. No.: 188/SPMG/Namami Gange/Manpower/2023**

**Issued On: 31/03/2023**

## **DISCLAIMER**

The information contained in this Tender Document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of State Program Management Group (SPMG) or any of its employees or Transaction advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This Tender document is not an Agreement and is not an offer or invitation to any other party. The purpose of this Tender document is to provide the Bidders with information to assist the formulation of their Bid submission. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons and it is not possible for SPMG and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this Tender document or to correct any inaccuracies there in that may appear in this Tender document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

SPMG and their employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the Tender document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this Tender document, the award of the Project, the information and any other information supplied by or on behalf SPMG or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

SPMG may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this Tender document. The information that SPMG is in a position to furnish is limited to this Tender only. The information contained in the Tender must be kept confidential. Mere submission of a responsive Bid does not ensure selection of the bidder as Successful Bidder.

## TENDER DOCUMENT - IMPORTANT DATES & DATA

Sl. No.	Activity	Duration
1.	Bid Reference No.	188/SPMG/Namami Gange/Manpower/2023
2.	Tender Details	Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years through E-Procurement
3.	Availability of Tender Documents	The Tender document for this work shall be available from website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> from <b>01/04/2023 at 13:00 hrs. onwards.</b>
4.	Last date for downloading of bid document from the E-procurement platform: <a href="http://uktenders.gov.in">http://uktenders.gov.in</a>	<b>15/04/2023 up to 13:00 hrs.</b>
5.	Last date and time for bid submission/uploading of bid in E-procurement platform	<b>15/04/2023 up to 15:00 hrs.</b> The scan copy of affidavits, tender fees and bid security shall also be uploaded on the e-procurement portal along with technical bid.
6.	Bid validity period	120 days from the last date of bid submission.
7.	Duration of the deployment of manpower	02 (Two) years which can be further extended for one year if the performance found satisfactory.
8.	Tender Document Fee ( <b>Non-refundable</b> )	INR 2,000/- (Indian Rupees Two Thousand Only) in the form of Demand Draft payable at DEHRADUN issued in favour of “Program Director, State Program Management Group”.
9.	EMD/ Bid Security	INR 75,000/- (Indian Rupees Seventy five Thousand Only) in the form of FDR payable at DEHRADUN issued in favour of “Program Director, State Program Management Group”.
10.	Last date and time for Submission of original documents i.e. Tender Fees (Non-refundable), Bid Security and Affidavit if any	<b>15/04/2023 up to 17:00 hrs.</b> Address for submission of original documents: Office of the Program Director, State Program Management Group, Namami Gange, 105 (New no. 545/941), Rajpur Road, Near RTO office, Dehradun- 248001, Uttarakhand
11.	Time and date of opening of Technical Bids	The Bids will be opened online by the Authorized Officers on <b>17/04/2023 at 11:00 hrs.</b>
12.	Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
13.	Place of opening of Bids and address for communication	Office of the Program Director, State Program Management Group, Namami Gange, 105 (New no. 545/941), Rajpur Road, Near RTO office, Dehradun- 248001, Uttarakhand Tel: 0135-2769932
14.	Addendum/Corrigendum	<b>Any Addendum/Corrigendum will be published on website <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> and/or <a href="https://spmgttarakhand.uk.gov.in">https://spmgttarakhand.uk.gov.in</a></b>
15.	Other Information	For any query/clarification, may contract in SPMG office in between 10 AM to 05 PM in any working day OR write an email to <a href="mailto:procurement.spmguk@gmail.com">procurement.spmguk@gmail.com</a> .

# INSTRUCTIONS TO BIDDERS

## 1. Invitation for Bid

### 1.1 Introduction

SPMG has been established as a registered society, by department of Drinking Water in its capacity as the Nodal Department for implementing the NAMAMI GANGE Program in the State to abate pollution and conserve the river Ganga and its tributaries through preparation and implementation of necessary sub-basin plans, action plans, including provisions of pollution abetting infrastructure, public engagement, and development of advance knowledge and capacity building activities.

State Program Management Group (SPMG) intends to **hire recruitment agency for supply of manpower to State Program Management Group for a period of 02 years through e-procurement** in Dehradun, Uttarakhand, India.

1.2 A “Single Stage, Two Envelope” bidding process has been planned for determining the Successful Bidder. The Bidders would be required to meet the minimum threshold Technical Qualification Conditions and qualify for undertaking the Project as set out in this Tender document. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Bids of only those Bidders that possess the minimum Technical Qualification Conditions and other relevant documents would be opened and evaluated.

1.3 The Tender document contains information about the Project, bidding process, Bid submission, qualification and Financial Bid requirement.

## 2. General Instructions for Online Bid Submission

2.1 The online procurement portal is <https://uktenders.gov.in>.

2.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.

2.3 Bidder should read each and every rules/regulation for uploading the bid on the e-procurement portal.

2.4 Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the bids online.

2.5 The details of the DD/FDR/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

2.6 The price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

## 3. The evaluation of the Bids will be completed in 3 Steps

**Step 1 – Opening & Evaluation of Original Documents i.e. Tender Document Fees, EMD/Bid Security and Affidavits if any.**

## **Step 2 – Opening of Technical Bids and Technical Evaluation.**

## **Step 3 – Opening of Financial Bids of technically qualified bidders**

3.1 Contract will be awarded for the lowest quote inclusive of EPF, ESI etc. and service charges quoted by the bidder as per BOQ. GST will be paid as per applicable rates. Bidder must ensure that the quoted rates does not exceed the rates defined by the Govt of Uttarakhand for Uttarakhand Purv Sainik Kalyan Nigam Ltd. (UPNL) on the similar category.

3.2 In case more than one bidder has quoted same fee, the bidder having higher / highest cumulative contracts value in the last three FY within the state of Uttarakhand, will be declared as successful bidder. (Hence, bidders are requested to list all the contracts executed during the period of consideration, FY 2019-20, 2020-21 & 2021-22).

3.3 In case of discrepancy / mismatch between figures and words, amount in words shall be considered.

3.4 Proposal submitted with an adjustable price will be treated as non-responsive and rejected.

3.5 Proposal submitted below the minimum rate of wages decided by the Labour Deptt. Govt. of Uttarakhand will be treated as non-responsive and rejected.

3.6 With regard to eligibility and post-qualification criteria; and bidders responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all bidders.

3.7 The Successful Bidder (substantially responsive L1 Bidder) shall be issued Letter of Award (LoA). After issuance of the LoA in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Award (LOA). The Successful Bidder shall submit the required Performance Security (3% of Contract Value) and enter into a Contract Agreement with SPMG within 15 (Fifteen) days from the issuance of the LoA.

***NOTE: Financial Evaluation shall be done on the complete required manpower as per the Schedule of Requirement as a single lot. The bidder shall quote for the complete required manpower as per the Schedule of Requirement failing which the bid shall be treated as NON-RESPONSIVE.***

## **4. Selection Criteria:**

### **A) Eligibility Criteria:**

- i) Should have GST registration (Copy need to be attached), Copy of last GST Returns-1 & 3B need to be submitted.
- ii) Should have PAN no. (copy need to be attached)
- iii) Should have Service Tax no. (copy need to be attached)
- iv) Copy of solvency certificate, issued by the Revenue Deptt.
- v) Affidavit for Correctness of Bid as per format provided in Annexure – E.
- vi) A Power of Attorney as per format provided in Annexure - F.
- vii) The Service Provider should not have been blacklisted as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration. The bidder shall submit an affidavit duly attested by Notary Public/Oath Commissioner in support of the same as per format provided in Annexure - G.
- viii) Self attested copy of Certificate of registration in the Labour Department;

ix) Self attested copy of Certificate of registration in the Employee Provident Fund and ESIC Organizations.

x) CA certified copy of the Income Tax Return filed by the Service Provider for the last three years (FY. 2019-20, 2020-21, 2021-22) in the Income Tax Departments has to be submitted.

**B) Post Qualification Criteria:**

i) Should have successfully executed at least one contract for supply of manpower to any Govt agency having value not less than Rs. 20.00 Lakh in any one FY during financial years 2019-20, 2020-21, 2021-22. Certificates need to be attached.

ii) Should have achieved an Average Annual Turnover during the financial years 2019-20, 2020-21, 2021-22 of not less than Rs. 15.00 Lakh. The bidder should submit the average annual turnover certificate which should be certified by CA.

(The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. But financial capability of the bidders parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the bidder.)

iii) The bidder should submit reports on financial standing/Net worth of the bidder such as profit and loss statements, balance sheets and auditor's report for FY 2019-20, 2020-21, 2021-22, banker's certificate/ CA certificate etc.

iv) The Bidder shall submit documentary proof in support of satisfactory performance of the contract from the concerned Department / Agencies where he has undertaken such job during the last three years prior to the last date of bid submission. The Bidders should submit documentary evidence with performances certificates from the end user/ client in support of the same.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

***Note: The information and documents in support of meeting the qualification criteria as specified above should be uploaded in Technical Bid.***

The Bidder shall also submit the following additional documents in the Technical Bid of its bid:

1. Certification of incorporation/Registration Certificate.
2. The following details shall also be provided by the Bidders in case of company:
  - a. Name, address, and ward/circle where they are being assessed of the Directors of the Bidding Company.
  - b. Company's PAN and Income Tax clearance (ITR) certificate and ward/circle where it is being assessed,
  - c. Registration details of the company under applicable taxes, and other laws as may be applicable.
  - d. Power of Attorney of the person who is authorized to sign the bid.
3. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last three years.

## **5. Other Terms & Conditions**

5.1 The Bid of any Bidder who has not complied with one or more of the conditions prescribed in the terms & conditions/selection criteria parameter will be summarily rejected.

5.2 The successful bidder shall pay the minimum rate of wages as per Central/State – Ministry of Labour and Employment to the deployed manpower.

5.3 SPMG reserves the right to increase or decrease the scope of work without assigning any reason.

5.4 SPMG will reimburse the wages & other statutory charges and no advance payment will be allowed to the successful bidder.

5.5 The successful bidder shall collect the monthly attendance details of deployed manpower from SPMG office to prepare a bill. On the basis of bill, successful bidder shall pay the wages, ESI and EPF to each employee. After transferring the monthly wages, EPF and ESI to his deployed manpower, successful bidder shall submit the bill to SPMG office with pay bill, EPF and ESI Details.

5.6 The successful bidder shall be provided Pay-slip to deployed manpower and pay statement shall be submitted to the SPMG Office every month.

5.7 The successful bidder shall be fully responsible to pay the monthly wages as per tender document/contract agreement timely on or before 7<sup>th</sup> of every month to the personnel deployed in SPMG from his own resources.

5.8 The successful bidder should have Minimum Cashflow of 3 months wages and shall pay to deployed manpower from his own resources in case of delay in payment by SPMG due to unavoidable circumstances.

5.9 The deployed manpower may be the employee / contractual employee of the bidder firm and they will not claim to become the employee of SPMG Office.

5.10 The successful bidder shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.

5.11 The successful bidder shall be provided requisite manpower within 15 days from the contract signing.

5.12 The deployed manpower has to work from Monday to Saturday during office hours from 10.00 am to 5.00 pm. However, the deployed manpower has to work extra as and when required by SPMG.

5.13 The prices shall be firm and shall not be subjected to any adjustment during the contractual period except reimbursement of the Statutory wages revised by the Govt. However, the requirement of the manpower can be increased or decreased. In case the requirement is increased, then the variation shall be done as per the prices quoted by the successful bidder in their price bid BOQ.

5.14 In case SPMG found that the performance of any of the deployed manpower is not satisfactory, the successful bidder shall replace him/her within 15 days after getting notice from SPMG in writing.

## **6. Earnest Money Deposit (EMD)/Bid Security**

The EMD/Bid Security may be forfeited:

- (a) If the bidder withdraws its bid during the bid validity period specified in the Tender document.
- (b) If the successful bidder Non-acceptance of Letter of Award when its placed.
- (c) If the successful bidder fails to sign the Contract within the time specified in the Tender document.
- (d) If the successful bidder fails to furnish the Performance Security specified in the Tender document.
- (e) Any unilateral revision made by the bidder during the validity period of the offer.

## **7. Performance Security**

Within 15 days of Letter of Award, the successful bidder shall furnish Performance Security to SPMG which shall be for an amount of 3% of the contract value and valid up to 60 days after the date of completion of all the performance obligations. The Performance Security shall be in the form of FDR in favor of “Program Director of State Program Management Group”.

## **8. Termination**

This agreement may be terminated by either partly or fully by giving two month’s notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

## **9. Mode of Payment**

(i) The bidder shall raise the bill, in triplicate, along with attendance sheet duly verified by the person authorized by SPMG in respect of the persons deployed and submit the same to the SPMG in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Bidder’s Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the SPMG.

(ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.

(iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

## **10. Force Majeure**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

## **11. Settlement of Disputes**

The Contract agreement and any transaction in furtherance thereto shall be governed by the laws of India, and the Courts of Dehradun shall have absolute jurisdiction over all matters directly and indirectly arising out of or relating to the Contract Agreement, before during or after extinguishment, termination and/or transfer of the project.



## SCHEDULE OF REQUIREMENTS

Sr. No.	Staff Position	Tentative Requirement (Nos.)	Minimum Qualification
1	Data Entry Operator*	04	Graduate with computer skill and 05 years experience in Computer and Office related works. Good English and bilingual typing preferred (with 40 WPM for English & 30 WPM for Hindi).
2	Security Guard	03	Eighth Pass preference for experience with Govt. Dept/Project/any office, in capacity of security guard.
3	Safaiwala (Part time)	01	Eighth Pass preference for experience with Govt. Dept/Project/any office, in capacity of house keeping/ cleaning.

\* In case supplier is not able to provide competent data entry operator of specified qualification in the quoted cost/price, department will appoint data entry operator of the specified competence at the market cost. The supplier has to pay the difference of the wages to the appointed data entry operator and the same amount of difference should be charged as penalty. Hence before quoting the rate the supplier should survey the availability of data entry operator of specified competence in the market.

Services Required: -

- ❖ Supplier agency shall be responsible to provide alternative equally qualified staff in case of somebody is absent from duty. In case of any complaint of any of the person the agency will have to get replaced immediately.
- ❖ Service provider shall be responsible for cleaning of the internal and external space of office rooms, windows, furniture and other items, washroom, sweeping of driveway and all around the building.
- ❖ Service provider shall be responsible for 24 hours security of the SPMG office premises.

# Bidding Forms

## A. Letter of Technical Bid

(To be submitted and signed by the Bidder's authorized signatory)

Ref:

Date:

To

The Program Director,  
State Program Management Group (SPMG)  
Namami Gange, Government of Uttarakhand  
105 (New no. 545/941), Rajpur Road, Near RTO office,  
Dehradun- 248001, Uttarakhand

**Sub- Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years through E-Procurement.**

Sir,

1. Being duly authorized to represent and act for and on behalf of.....

(Hereinafter referred to as “the applicant”), and having studied and fully understood all the information provided in the Tender document, the undersigned hereby apply as a Bidder for ***“Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group for a Period of 02 Years through E-Procurement”*** according to the terms & conditions of the Tender Document issued by SPMG.

2. Our Technical & Financial Bids are as per the requisite formats along with the supporting documents, duly filled and signed on each page are uploaded on e-procurement portal as specified.

3. The Tender fees, EMD/Bid Security & affidavits are uploaded on e-procurement portal as specified and also submitted in hard copies in the Envelope marked “Fees, Bid Security and Affidavits”.

4. SPMG and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.

5. SPMG and its authorized representatives may contact the following persons for any further information:

Name of the person (s): .....

Address: .....

Phone: .....

Fax: .....

6. This application is made with full understanding that:

(a) SPMG reserve the right to reject or accept any Bid, cancel the bidding process, and / or reject all Bids.

(b) SPMG shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.

8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this Tender document including all amendments and Project related Information as required for the Bid. We have also visited the proposed project sites and surroundings, for the assessment and have made our own due diligence and assessment regarding the project.

9. We agree to keep our Bid valid for one hundred twenty (120) days from the last date of submission of bid thereof and not to make any modifications in its terms and conditions not acceptable to the SPMG. Should this Bid be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.

10. This application is made with the full understanding that the validity of bid submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by SPMG. We agree that, without prejudice to any other right or remedy, SPMG shall be at liberty to forfeit the said Bid Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder:

Place:

## **B. General Information on Bidder's Organization**

(a) Name:

(b) Address :

(c) Address of the corporate headquarters and its branch office(s), if any, in India :

S. No.	Particulars	Details
1	Name of the Bidder	
2	Address of the Bidder	
3	Incorporation status of the Bidder (Company Firm) (Relevant Certificate to be submitted in Technical Bid)	
4	Year of Establishment	
5	Valid GST registration No. (Copy of certificate to attached)	
6	Permanent Account No. (PAN) (Copy of PAN card to be attached)	
7	Name and Designation of Contact Person to whom all references to be made regarding this Bid	
8	Telephone No. (With STD Code)	
9	E-mail ID of Contact Person	
10	Website if any	
11	Details of Directors (in case of company)	
12	Any other details	

Signed

**(Name of the Authorized Signatory)**

For and on behalf of

**(Name of the bidder)**

Designation:

Place:

Date:

### **To be enclosed:**

1. Documents certifying Bidder's legal status i.e. Certificate of incorporation /registration.
2. Latest brochures/ organization profiles, etc

**C. Format for Financial Information of Bidder's Organization**

(To be submitted and signed by the Bidder's authorized signatory)

Ref:

Date:

To

The Program Director,  
State Program Management Group (SPMG)  
Namami Gange, Government of Uttarakhand  
105 (New no. 545/941), Rajpur Road, Near RTO office,  
Dehradun- 248001, Uttarakhand

**Sub: Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years through E-Procurement.**

Sir,

We hereby submit our Financial Information for the captioned project.

S.No.	Parameters	FY 2019-20	FY 2020-21	FY 2021-22
1	Annual turnover In INR.			
Average annual turnover for the last three financial year				

Note: To be certified by Statutory Auditor/ Chartered Accountant.

Date:

Place:

Authorized signatory

Name and seal of Bidder:

**D. Format for Completed Project Experience in similar nature during last Three Year**  
(To be submitted and signed by the Bidder's authorized signatory)

Ref:

Date:

To

The Program Director,  
State Program Management Group (SPMG)  
Namami Gange, Government of Uttarakhand  
105 (New no. 545/941), Rajpur Road, Near RTO office,  
Dehradun- 248001, Uttarakhand

**Sub: Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years through E-Procurement.**

Sir,

We hereby submit our project experience for the captioned project.

S. No.	Name & address of the organization / Contract Number	Details of the personnel supplied	Whether Govt./ Semi Govt./ Autonomous bodies/ PSUs/ Industries etc. (pl Specified)	Contract Period	Contract Value (INR)	Remarks (completed/ terminated)
1						
2						
3						
4						
5						

Supporting documents such as copies of Work Order/Contracts/LoAs/Completion Certificate/end user certificate are uploaded in technical bid on e-procurement portal as specified. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

Authorized signatory

Date:

Name and seal of Bidder:

Place:

## E. AFFIDAVIT FOR CORRECTNESS OF BID

(To be given by the Bidder on non judicial Stamp Paper of Rs. 100/-)

I ..... S/o ..... Resident of the .....

..... (Insert designation) of the ..... (insert name of the Bidder), do solemnly affirm and state as under:

**1. That** I am the authorized signatory of ..... (insert name of company) (hereinafter referred to as “Bidder”) and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the bidder.

That I have submitted information with respect to our eligibility for the **Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years through E-Procurement.** (hereinafter referred to as “Project”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

**2. That** I hereby affirm to furnish any information, which may be requested by SPMG to verify our credentials/information provided by us under this Bid and as may be deemed necessary by SPMG.

**3. That** if any point of time till the completion of all the contractual obligations, in case SPMG requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of SPMG.

**4. That** I fully acknowledge and understand that furnishing of any false or misleading information by us in Bid shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.

**5. That,** we fully acknowledge and understand that in case any false or misleading information, as furnished by us in our Bid, is found at a later stage after the signing of the Contract Agreement amongst SPMG and ..... (Insert name of organization), it shall entitle SPMG to terminate the said signed Contract Agreement between the Parties. The costs and risks for such termination shall be entirely borne by us.

**6. That** all the terms and conditions of the Tender Document have been duly complied with.

### VERIFICATION:

I, the above named deponent, do verify that the contents of points 1 to 7 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ..... , on this ..... day of....., 2023.

## **F. Format for Power of Attorney for Signing of Bid**

(To be given by the Bidder on non-judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, we/ I ..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project envisaging Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years through E-Procurement Uttarakhand in the country of India, including signing and submission of all documents and providing information/responses to SPMG, representing us in all matters before SPMG, and generally dealing with SPMG in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For .....

Accepted.....

(Signature)

(Name, Title and address) of the Attorney

Note:

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.



## **G - Debarment / Non-Blacklisting**

### **Format for affidavit certifying that Entity/Directors of Entity is not blacklisted**

(AFFIDAVIT BY THE BIDDER ON STAMP PAPER OF Rs. 10/- DULY ATTESTED NOTARY PUBLIC)

1. I, Sh. \_\_\_\_\_ S/o Sh. \_\_\_\_\_ Working as \_\_\_\_\_ of the firm namely M/s. \_\_\_\_\_ are duly authorized to apply for this Tender.
2. I/we, the undersigned, have read and understood the above detailed terms and conditions of RFP as well as Tender Notice and undertake to abide by them.
3. I/we undertake that that I/My firm/Company have not been blacklisted /debarred/ prosecuted by the Central/UT/State Government/Undertaking/ Board/ Corporation /Authority/Court of Law. Also, presently (on the date of submission of the tender) the effect of Blacklisting and prosecution is complete/over.
4. I/we hereby undertake that there are no pending dues to be deposited by the agency with any Government Department//Govt. Undertaking along or Board or Corporation or Organization/Public Sector Undertaking anywhere in the country, for any completed works.
5. Bidder shall also submit an undertaking that no FIR has been registered or charge sheet proceedings against the firm/partners of the firm or its director which is pending/ongoing in any court of law regarding execution of similar project/work executed/being executed and the company/firm/agency has not been blacklisted/debarred by any Govt. Institution/Board/ Corporation or any Authority since the last five years.
6. Verified that the contents of my affidavit/ undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Name of the Bidder

.....

Signature & Name of the Authorized Person

Designation:

Date:

## H - Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made on the [ *insert: **number*** ] day of [ *insert: **month*** ], [ *insert: **year*** ].

BETWEEN

(1) Office of Program Director, State Program Management Group, Namami Gange, Address: 105 (New no. 545/941), Rajpur Road, Near RTO office, Dehradun- 248001, Uttarakhand, as one part, hereinafter called “SPMG” and

(2) [ *insert name of Agency/supplier* ], a corporation incorporated under the laws of [ *insert: Name of authorized representative of Agency/supplier* ] and having its principal place of business at [ *insert: address of Agency/supplier* ] (hereinafter called “Agency”).

WHEREAS the SPMG invited bids for **Hiring of Recruitment Agency for Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years** to engage the Agency for providing **Skilled /unskilled manpower** for SPMG Dehradun, in the sum of [ *insert Contract Price in words and figures, expressed in Rs* ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The agency shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in SPMG. The SPMG shall have no liability in this regard.
3. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at SPMG. The SPMG shall have no liability in this regard.
4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The following documents shall constitute the Contract between the SPMG and the Agency, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below:

- a. The Contract Agreement
- b. The Conditions of the Contract
- c. The letter of Award and Acceptance by the contractor
- d. The Technical bid of the contractor
- e. The Financial bid of the contractor – Financial Part and original Price Schedules
- f. The duly signed tender document by the bidder

10. The agency also agrees to comply with annexed Conditions of the Contract and amendments thereto from time to time.

11. Decision of Program Director, SPMG in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

IN WITNESS WHEREOF both the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the SPMG

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Agency

Signed: *[insert signature of authorized representative(s) of the Agency]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness]*

## **CONDITIONS OF CONTRACT FOR SUPPLY OF MANPOWER**

### **(Annexure to Agreement)**

A. **SCOPE OF WORK:** Supply of Manpower to State Program Management Group (SPMG) for a Period of 02 Years.

B. **TERMS & CONDITIONS:**

1. The said contract will be initially for a period of eleven month commencing from the date of signing the contract which may be extended further for a maximum period of two year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The Contracting Agency shall render the following services to Program Director, SPMG:
  - a. To **Supply of Manpower to State Program Management Group (SPMG)**, Dehradun. The supplied **skilled/unskilled manpower** should be competent enough to execute the office work assigned to them.
3. The working hours will be as under:  
From 10:00 AM to 5:00 PM from Monday to Saturday and Sunday is holiday.
4. The personnel deployed shall be healthy, active and not more than 50 years of age. Nobody shall have any communicable diseases.
5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
6. The Contracting Agency shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the personnel on or before the 7<sup>th</sup> of every succeeding month, irrespective of delay in payment of Bill by the SPMG for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of Uttarakhand from time to time; The Contracting Agency shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at SPMG. The Skilled/unskilled manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.
  - a. The payment of wages Act 1936
  - b. The Employees Provident Fund Act, 1952
  - c. The Factory Act, 1948
  - d. The Contract Labour (Regulation) Act, 1970
  - e. The Payment of Bonus Act, 1965
  - f. The Payment of Gratuity Act, 1972
  - g. The Employees State Insurance Act, 1948
  - h. The Employment of Children Act, 1938
  - i. The Motor Vehicle Act, 1988
  - j. The Minimum Wages Act, 1948

7. The personnel will be screened by the Contracting Agency after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to SPMG, Uttarakhand.
8. Replacement of personnel as required by the SPMG will be effected promptly by the Contracting Agency; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SPMG. The full particulars of the personnel to be deployed by the Contracting Agency including the names and address shall be furnished to the SPMG along with testimonials before they are actually deployed for the job.
9. In case of any loss that might be caused to the SPMG due to lapse on the part of the personnel deployed by the skilled/unskilled manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the SPMG shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SPMG besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the SPMG shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. In case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contracting Agency.
11. In the event of contract personnel being on leave/absent, the Contracting Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for 'leave reserve; Failure on this account shall attract penalty double the wages payable to the Contracting Agency for such absence.
12. The Contracting Agency shall collect the monthly attendance details of deployed manpower from SPMG office to prepare a bill. On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee. After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to Patent office with pay bill, EPF and ESI Details
13. If at any point of time it come to the notice of the SPMG that the contract personnel deployed are different from the list provided (with attested photographs), SPMG will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified.
14. The contract personnel deployed by the Contracting Agency shall have the required qualification as required in advertisement. In case of non-compliance/non-performance of the services according to the terms of the contract, the SPMG shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
15. In case of any dispute arising out of this agreement then Program Director, SPMG shall nominate any officer of the SPMG a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
16. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Dehradun will have the jurisdiction to settle and decide all the disputes.
17. Income Tax TDS & GST as per rules shall be deducted from the bills of the contractor as per applicable laws.
18. As and when the SPMG requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the SPMG.
19. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
20. In case the SPMG suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SPMG reserves the right to terminate the contract without assigning any reasons.
21. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State/Govt. of Uttarakhand and such minimum shall be the higher between the State and Govt. of Uttarakhand notified minimum wages, from time to time, as applicable during the contract period.

22. The contractor should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month. The payment of wages will be made in the presence of an authorized representative of Program Director, SPMG at a place and time notified for the purpose.
23. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
24. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
25. The Program Director, SPMG reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
26. The contractor must get police verification of all his personnel employed at SPMG and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualifications etc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
27. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities, should not be further employed in this office by the contractor in any case.
28. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SPMG will be considered applicable at the time of any dispute/following any statutory rules.

**Note:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between SPMG and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

**Price Schedule Forms**  
**(To be submitted in Commercial Bid)**

**The Price Schedule Form (in Excel Format) can be downloaded from e-procurement portal <http://uktenders.gov.in> along with the bid document**

**NOTE: THE PER MONTH SALARY MUST INCLUDED EPF, ESI AND OTHER STATUTORY FEES/TAXES BUT EXCLUDED GST.**

### Checklist for Technical Bid

S. No.	Particulars	Yes / No	If Yes, Page No.
1	Tender Fees		
2	EMD/Bid Security		
3	Affidavit of Correctness of Bid		
4	Power of Attorney		
5	Undertaking to the effect that the company has not been black-listed (duly notarized)		
6	Copy of PAN CARD with copy of income tax returns for the last three FY		
7	Copy of GST Registration Certificate		
8	Copy of Incorporation Certificate		
9	Copy of the labour license under contract labour (R&A) Act 1970		
10	Copy of valid Provident Fund Registration Number		
11	Copy of valid ESI Registration certificates		
12	Proof of experiences & satisfactory performance certificates/ work completion report as per the qualification criteria		
13	Certificate for Average Annual Turnover certificate for the last three FY duly certified by CA		
14	Copy of MoU		
15	Letter of Technical Bid		
16	Duly signed complete tender document		
17	Any other relevant document		