



Ministry of New and Renewable Energy
(Admin-I Division)
Atal Akshay Urja Bhawan, Lodhi Road
New Delhi - 110003

TENDER No. _____

BID DOCUMENT

CONTRACT FOR MANPOWER SERVICES
AT
ATAL AKSHAY URJA BHAWAN
Ministry of New and Renewable Energy

No. 46/3/2023-ADMIN-I
Government of India
Ministry of New and Renewable Energy
(Admin-I Division)

Atal Akshay Urja Bhawan, Lodhi Road
New Delhi – 110003
01st February, 2024

Notice Inviting Tender

Subject: Contract for Manpower Services.

1. E-bids on Government E Marketplace (GeM) are invited from **reputed Professional registered Manpower Service Providers/Organisations/Agencies/firms based in Delhi NCR region having capacity to provide the required number of manpower in the following categories at Atal Akshay Urja Bhawan, Ministry of New and Renewable Energy (MNRE), New Delhi - 110003 for a period of 2 year on contract basis extendable by 1 year on the basis of mutual agreement and on satisfactory performance as decided by the Ministry:**
 - a) Executive Assistant (Graduate and above)
 - b) Multi-Tasking Staff (Matriculate but not graduate)
 - c) Driver (Matriculate but not graduate)
2. Bid documents may be downloaded from the Ministry of New and Renewable Energy website www.mnre.gov.in or the GeM Portal <https://gem.gov.in>.
3. Bids shall be submitted online and only at GeM. Notes: The prices shall be filled up both in figures and in words. Any correction shall be legible and signed by the authorized signatory. MNRE reserves the right to modify any terms and conditions before submission of the bids. Such changes will be put on the website/GeM at least three (03) days prior to the submission of bids.
4. **Bidders are advised to refer to the ‘Frequently Asked Questions by sellers’ available through the link <https://gem.gov.in/userFaqs/seller>.**
5. **Bidder shall not modify the downloaded tender form including downloaded financial bid template in any manner.** In case any tender form/financial bid template is found to be tampered with/modified in any manner, such bid would be summarily rejected, Bid Security would be forfeited, and bidder would be liable to be banned from doing business with MNRE.

A. Jindal

6. Bidders are advised to check the website www.mnre.gov.in and GeM Portal <https://gem.gov.in/> prior to closing date of submission of tender for any corrigendum, addendum, or amendment.
7. **Bid Security or Earnest Money Deposit:** Bid Security (EMD) amount of **Rs.15,00,000/- (Rupees Fifteen Lakh only)**, in the form of Crossed Demand Draft/Pay Order/FDR drawn on any scheduled commercial bank in favour of ***Drawing & Disbursing Officer, MNRE, New Delhi*** is to be delivered in original to the Under Secretary (Admin), Room no. 417, Atal Akshay Urja Bhawan, Lodhi Road, New Delhi – 03 before the time stipulated against 'Bid Submission End Date & Time'. Name & full address of the bidder shall be written at the back of the Demand Draft/Pay Order/FDR. Signed and scanned soft copy of the Bid Security instrument must be uploaded to the GeM Portal along with other bid documents as prescribed below. Bids in respect of which Bid Security is not received as above shall be summarily rejected. The bid security must be remained valid up to 45 days beyond the final bid validity period.
8. No request for transfer of any previous deposit of earnest money deposit or security deposit or adjustment against any pending bill held by the Ministry, in respect of any previous work shall be entertained.
9. **BID Validity Period:** The bid shall be valid for a minimum of 180 days from the date fixed for opening of bids.

10. Submission of Tender

- A. **The tender shall be submitted online in two parts, viz., technical bid and financial bid.**
- B. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- C. **Technical Bid:** All technical bid documents should be uploaded on GeM portal and signed and stamped hard copy of the same shall be provided to the Ministry by next day of the bid end date by 5 PM. The hard copy shall be submitted through CR Section only located at Ground Floor, AAUB, Lodhi Road, New Delhi and receiving for the same should be obtained from them. The Ministry may require the bidder to submit the receiving, failure to do so may liable the bid to be rejected. The signed and scanned copies of the following documents are to be provided by the bidder along with the Technical Bid Qualifying criteria format at **FORM-II:**
 - a) **The bidder shall provide the following certificates:**
 - a. **Self-attested copies of Certificate of Incorporation under the Indian Companies Act, 1956.**

A. Jender

- b. Self-attested copy of PAN Card.
 - c. Self-attested copy of TAN Registration.
 - d. Self-attested copy of Goods & Service Tax Registration Certificate.
 - e. Self-attested copy of latest 3 months GST R1 & GST 3B.
 - f. Self-attested copies of EPF & ESI Registration Certificates.
 - g. Self-attested copies of latest month EPF & ESIC Challan & ECR with Minimum 250 Employees on their Payroll and latest GST Challans.
 - h. Self-attested copy of Shop & Establishment Registration Certificate.
 - i. Self-attested copy of MSME Registration Certificate (if applicable).
 - j. Self-attested copy of Start Up Registration Certificate (if applicable).
 - k. Self-attested copy of Udyam Registration Certificate.
 - l. Self-attested copy of Labour Identification Number (LIN)
 - m. Self-attested copy of ISO Certificate (9001:2015, 27001:2013, 14001:2015, 45001:2018, SA 8000:2014, CMMI Level 5 & 16949:2009).
 - n. Self-attested copy of Escalation Matrix with contact numbers.
- b) The **average annual turnover of the bidders** must be duly ink signed and date certified by a Chartered Accountant /Auditor /any other prescribed authority (particularly mentioning this bid number) and it should be minimum **Rs. 10 Crores (Rupees Ten Crores)** during the each of the last three financial years.
 - c) **Audited Balance sheet and Profit loss statement** for the last three financial years (2020-21, 2021-22 & 2022-23) must be duly ink signed and date certified by a Chartered Accountant /Auditor /any other prescribed authority (particularly mentioning this bid number).
 - d) The bidder must be registered with Income Tax Department and must submit Chartered Accountant certified copy of **IT Return Acknowledgement** for the Assessment Year 2022-23.
 - e) The bidder must submit a **latest bank solvency certificate** i.e. issued after bid publish date for an amount of **Rs 1,00,00,000/- (Rupees One crore)** from the commercial bank.
 - f) Bidder must have **rating over 4 stars on Gem Portal** during the past one year and the self-attested copy of snapshot should be submitted of the gem star rating.
 - g) The bidder requires to attend the **Pre-Bid Meeting on 05.02.2024 at 04:00 PM in Conference Room No. 412, Ministry of New and Renewable Energy, Atal Akshay Urja Bhawan, Lodhi Road, New Delhi – 110003**. The technical evaluation will be valid for the bidder who attends the pre-bid meeting (attached format of Pre-Bid Meeting Attendance Certificate as per **Form-III** on Bidder's letter head verified by the Under Secretary (Admin), MNRE).
 - h) The bidder should not be under **liquidation, court, receivership or similar proceedings** and should not be bankrupt. Bidder to upload **undertaking (Form-IV)** to this effect on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number).
 - i) **Non-Blacklisted certificate (Form-V)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number).

A. Singh

- j) **Undertaking (Form-VI)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the bidder has not been indicted for any criminal, fraudulent and anti-competition activity.
- k) **Undertaking (Form-VII)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) regarding the compliance of statutory dues like EPF/ESIC/GST.
- l) **Undertaking (Form-VIII)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) for **Non-Disclosure of the contract** or any provision, specification, plan design, pattern, sample or information thereof to any party during and after the expiry of Contract.
- m) **Undertaking (Form-IX)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the Bidder/Service Provider requires to **pay Salaries/Wages of the contracted staff deployed at the buyer location first** i.e. on their own by the third day of every month and then claim payment from Buyer along with the all-statutory documents like EPF, ESIC etc. as well as bank statement of payment done to staff.
- n) The bidder should upload an **undertaking (Form-X)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) **for the police verification of the employees and the latest police verification of the vendor issued after publication date of this tender.**
- o) **Undertaking (Form-XI)** duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the Bidder/Service Provider have a registered/branch office in Delhi/NCR along with a **self-attested copy of valid rent agreement or relevant document as proof.**
- p) **The bidder must submit certificate in Form-XII** on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) **indicating** details of similar works done during three years prior to the date of submission of the present bid **along with Letter of Award, Experience Certificate and Satisfactory Work Performance Certificate certified by the contracting Ministry/PSU.** The value of similar work should be equivalent to estimated value of this tender document in a single contract or of a value equivalent to 60% of the value of this tender document in two contracts or a value equivalent to 50% of this tender document in three contracts for a contract period of not less than 1 year in the last 3 years satisfactorily. The estimated value of this tender may be taken as Rs 3.55 Crores per year. The bidder must also submit at least one prior experience of providing manpower services in categories of EA, MTS and Drivers in the Government (Central / State or PSU) within the past three years from the date of submission of the bid.
- q) Bidder's bank account details in **FORM-XIII** on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number), along with a cancelled cheque and banker verified latest bank statement.
- r) The Bidder must submit a copy of tender document duly signed on each page as a token of agreeing to the Terms and Conditions of Tender Document.
- s) The **Bidder registered under MSME / Start Up organization** should submit an undertaking (**Form-XIV and/or Form-XV**) on Notarized Judicial Stamp

A. Jindal

Paper of Rs 100/-along with MSME / Start Up Registration Certificate for exemption for the following points mentioned below:

- a. Exemption from submission of certificate for average annual turnover and annual value of similar work of the bidders.
- b. Exemption from Bank Solvency submission in this bid.
- c. Exemption from submission of Auditor Balance Sheet and Profit Loss statement for Last three Financial Years (2020-21, 2021-22 & 2022-23).
- d. Exemption from Submission of EPF/ESIC Challan & ECR with minimum 250 employees and Latest GST Challans.
- e. Exemption from submission of latest 3 Months GST R1 & GST 3B.
- f. Exemption from submission of Gem Star Rating not below than 4.0.

11. Financial Bid

- (a) Signed and scanned copy of Financial Bid Undertaking in the format at **FORM-XVI shall be uploaded on GeM Portal.**

12. Special Note

- a) Bidder offer is liable to be rejected if they do not upload any of the certificates/documents sought/undertakings and fulfil the eligibility criteria as per the bid documents, ATC and corrigendum, if any.
- b) Bidders are requested to study the terms and conditions of the tender carefully, and then submit their tenders accordingly. Any tender/quotation received against this tender and any contract resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the tenderer quoting against this tender shall be deemed to have read, understood and accepted the same. No clarification shall be entertained after receiving the bids.
- c) Technical Bids shall be opened first and on scrutiny and assessment of technical capabilities, the Financial Bid of the technically accepted bids will be opened, the date of which will be notified to the technically qualified bidders only.
- d) In case no clarification is sought during the period of the bid, it will be deemed that the bidders have understood the parameter / requirement indicated / enunciated / described completely and are complying with the same at the time of submission of the tender. The bidders may also note that no request for clarifications will be entertained after the closure of the bid. ***The replies to pre-bid queries shall only be uploaded on GeM Portal.***
- e) Bid must be submitted giving complete details as sought in the enclosed Forms. The entire schedule of the tender should be quoted for and the quote shall be unconditional, failing which the tender bid shall be rejected. The scope of services proposed should not be altered and if found altered, the tender bid shall be rejected. Bids, which do not comply with the conditions laid down in the tender document, are liable to be rejected.

A. Jangh

13. DURATION OF THE CONTRACT

- a) **The contract shall be valid for a period of two years (24 months). However, in order to evaluate the performance and services, contract will cover a probationary period of 4 months. Only after the services are found to be satisfactory during the probationary period, the contract shall be confirmed for a further period of 20 months under the same terms and conditions. At the end of the 2-year period, the contract may be extended by up to 1 years at the same rate based on satisfactory performance of the contracted entity and on mutual agreement of the Tender Inviting Authority and the contracted entity.**
- b) **For any clarifications, prospective bidders may contact:**

Under Secretary, Admin
Ministry of New and Renewable Energy
Room No. 417, Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi 110003



(Arunava Sengupta)
Under Secretary to Government of India
Ministry of New and Renewable Energy

OTHER TERMS AND CONDITIONS

A. General

- i. The contract is likely to commence from **15.03.2024** for a period of *two year*, unless it is curtailed or terminated by this Ministry owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
- ii. The Bidder will be bound by the details furnished by it to this Ministry, while submitting the bid or at subsequent stages of the contract. In case, any of such documents/information furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract.
- iii. Financial bids of only those bidders who are declared qualified technically shall be evaluated.
- iv. The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in this Ministry before the commencement of work:
 - a. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - b. Bio-data of the person with photograph affixed.
 - c. Verification Certificate by Agency/Firm.
- v. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- vi. The Agency shall depute a coordinator, who would be responsible for immediate interaction with the Ministry authorities so that optimum services of the persons deployed by the agency could be availed without any disruption.
- vii. **The agency/firm should have a branch office or headquarters at Delhi/NCR Region**
- viii. The service provider shall engage necessary persons as required by this Ministry from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. **by 3rd day of every month**. There would be no master & servant relationship between the employees of the service provider and this Ministry and further the engaged persons of the service provider shall not have any claim of any employment in the Ministry.
- ix. The service provider's personnel shall not divulge or disclose to any persons of any information/details of office, operation process, technical know-how, security arrangements, administrative / organizational matters as all are confidential/ secret in nature.
- x. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall need to promote goodwill and enhance the image of this Ministry. The service provider shall be solely responsible for any act of indiscipline or criminal conduct on the part of the personnel deployed by him in Ministry of New & Renewable Energy.
- xi. The service provider will have to remove from the office (Ministry of New & Renewable Energy,), any debarred persons, who is found incompetent or for his/her/their misconduct

A. D. D.

and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the Ministry because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office (Ministry of New & Renewable Energy).

- xii. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- xiii. Working hours of Ministry of New & Renewable Energy would be normally from 9.00 AM to 5.30 PM during working days including 30 minutes lunch break in between. However, in exigencies of work, the manpower deployed by the agency may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required. The staff will be paid Over Time Allowance for the works on any day in excess of the number of hours constituting a normal working day in accordance to the provisions of Minimum Wage Act, 1948.
- xiv. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Ministry.
- xv. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the sole responsibility of the service provider.
- xvi. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this Ministry to him/her shall be acknowledged immediately on receipt, on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in implementing the Contract from time to time.
- xvii. This Ministry shall not be liable for any loss of lives, loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- xviii. **The wages/ remuneration in respect of the personnel deployed by the agency will be decided on the basis of the attendance marked in the biometric attendance machine or as certified by the officer at the rates as notified and revised by the Govt. of NCT Delhi from time to time.**
- xix. The candidates shall be eligible for 08 Days' leave in a calendar year on pro-rata basis.
- xx. The successful bidder will enter into an agreement with this Ministry for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of two years commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for total period of contract and no request for any change/modification shall be entertained during the currency of the contract.
- xxi. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

A. J. J.

- xxii. In the event of non-performance/unsatisfactory work/delay in making payment to the staff engaged, Ministry shall be free to impose penalty @ Rs. 5,000/- for each occasion.
- xxiii. Employee Insurance will be as per extant regulations. Service Provider will have to comply with all legal requirements in this regard.

B. Financial:

- i. The successful bidder shall furnish a Performance Security Deposit amount @ 5% of total contract amount in the form of a Demand Draft in favour of D.D.O., Ministry of New & Renewable Energy, with the Ministry as a performance security which can be forfeited in the event of termination of the contract on account of violation of any of the terms and conditions enlisted in the bidding documents and contract agreement. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- ii. The bill shall accompany copies of PF/ESI challans, attendance sheet, GST challan etc. falling which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this Ministry. Normally the payment will be released by 20th of every month *by the Ministry to the Service Provider* except under some unforeseen circumstances, through RTGS/NEFT after deduction of taxes deductible at source under the law in force.
- iii. *Irrespective of anything stated above, the agency shall pay the recruited and employed manpower, the admissible salary/wages/remuneration, by the 03rd of every month, without waiting for the bills to be cleared by MNRE.*
- iv. Payments would be strictly made on the basis of certification by the officer with whom personnel is attached that his services were satisfactory and on the basis of the biometric attendance and as per the bill preferred by the service provider.
- v. No wages/remuneration will be paid to any staff for the days of absence from duty in excess of admissible leave of eight (8) days in a calendar year,
- vi. The Ministry reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- vii. The service provider shall also be liable for depositing all taxes, levies, cess, government dues etc. on account of service rendered by it to the Ministry to concerned tax collection authorities from time to time and as per extant rules and regulations on the matter *and intimate to the Ministry.*
- viii. The service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand to the concerned authority of this Ministry or any other authority under law.
- ix. All statutory requirements such as Provident Fund, Employees State Insurance etc. (if any), Bonus under Payment of Bonus Act, 1965 must be incorporated in salary as per extant rules of Government/statutory authority.
- x. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Ministry.
- xi. The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the Ministry.

Andent

- xii. In case the bidding Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Ministry is put to any loss/obligation, monetary or otherwise, the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
- xiii. In case of any difference between the terms and conditions of MNRE and GeM, the terms & conditions of MNRE will prevail.
- xiv. The service provider's personnel shall not claim any benefit/compensation/regularization or services from this Ministry under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from all the deployed persons to this effect shall be required to be submitted by the service provider to this Ministry.
- xv. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by this Ministry besides annulment of the contract.
- xvi. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in this Ministry. **The persons deployed by the Agency in this Ministry shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Ministry of New & Renewable Energy, New Delhi.**
- xvii. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages etc. and any suitable amount due to the agency from this Ministry shall be forfeited by this Ministry.
- xviii. All legal disputes or differences whatsoever arising between the contracting parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The Arbitration and Conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on both the parties.
- xix. The Courts at New Delhi alone will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.



1. Criteria for Evaluation

- a) **Qualification Criterion and Technical Bid Evaluation:** All bidders shall have to meet the following criteria to be considered as technically qualified. The relevant documentary proof to be attached in order to be considered technically qualified against the given criteria is identified below. The submission of the documentary proof is mandatory.

S. No.	Criteria	Documentary Proof Required (Mandatory)
1	<p>The bidder must submit all of the below mentioned documents:</p> <ul style="list-style-type: none"> a. Certificate of Incorporation under the Indian Companies Act, 1956. b. PAN Card. c. TAN Registration. d. Proprietorship / Partnership Deed/ Memorandum and the Articles of Association. e. Goods & Service Tax Registration Certificate. f. Latest 3 months GST R1 & GST 3B. g. EPF & ESI Registration Certificates. h. Latest month EPF & ESIC Challan & ECR with Minimum 250 Employees on the Payroll and latest GST Challans. i. Shop & Establishment Registration Certificate. j. MSME Registration Certificate (if applicable). k. Start Up Registration Certificate (if applicable). l. Udyam Registration Certificate m. Labour Identification Number (LIN). n. ISO Certificate (9001:2015, 27001:2013, 14001:2015, 45001:2018, SA 8000:2014, CMMI Level 5 & 16949:2009). o. Escalation Matrix with contact numbers 	<p>Self-attested copies of documents must be submitted.</p>

A. S. S.

2	The average annual turnover in the last three financial years should be Rs.10 crore.	Certified Copy from Chartered Accountant /Auditor /any other prescribed authority (particularly mentioning this bid number)
3	The bidder must submit Audited Balance sheet and Profit Loss statement for the last three financial years (2020-21, 2021-22 & 2022-23).	Certified Copy from Chartered Accountant /Auditor /any other prescribed authority (particularly mentioning this bid number)
4	The bidder must be registered with Income Tax Department	Chartered Accountant certified copy of IT Return Acknowledgement for the Assessment Year 2022-23
5	The bidder must submit bank solvency certificate	Latest bank solvency certificate issued after the tender publish date for an amount of Rs 1,00,00,000/- (Rupees One crore) from the commercial bank
6	The bidder must have rating over 4 stars on Gem Portal during the past one year	Self-attested copy of snapshot should be submitted of the gem star rating.
7	The bidder must attend the Pre-Bid Meeting.	The bidder must submit the verified Pre-Bid Meeting Attendance Certificate as per Form-III on Bidder's letter head. The bidder should get the certificate verified by the Under Secretary (Admin), MNRE at the end of Pre-Bid Meeting.
8	The bidder should not be under liquidation, court, receivership or similar proceedings and should not be bankrupt.	The bidder submit undertaking (Form-IV) to this effect on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number).
9	The bidder should not be Blacklisted by any Government Department / Public Sector Undertaking / Private Sector / or any other agency.	The bidder must submit Non-Blacklisted certificate as per Form-V on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number).
10	The bidder should not be indicted for any criminal, fraudulent and anti-competition activity.	The bidder must submit Undertaking as per Form-VI duly ink signed on Notarized Judicial

A. J. J.

		Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the bidder has not been indicted for any criminal, fraudulent and anti-competition activity.
11	The bidder shall be complying of statutory dues like EPF/ESIC/GST.	The bidder must submit Undertaking as per Form-VII duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) regarding the compliance of statutory dues like EPF/ESIC/GST.
12	The bidder shall not disclose any information under the contract to third party.	The bidder must submit Undertaking (Form-VIII) duly ink signed for Non-Disclosure of the contract or any provision, specification, plan design, pattern, sample or information thereof to any party during and after the expiry of Contract on notarized judicial stamp paper on Rs 100/- (particularly mentioning this bid number).
13	The Bidder shall pay Salaries/Wages of the contracted staff deployed at the buyer location on time.	The bidder must submit Undertaking (Form-IX) duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the Bidder shall pay Salaries/Wages of the contracted staff deployed at the buyer location first i.e. on their own by third day of every month and then claim payment from Buyer along with the all statutory documents like EPF, ESIC etc. as well as bank statement of payment done to staff.
14	The bidder should provide police verification of itself and its employees.	1. The bidder must submit Undertaking (Form-X) duly ink signed on Notarized Judicial

A. N. S.

		<p>Stamp Paper of Rs 100/- (particularly mentioning this bid number) for timely providing the police verification of its employees deployed in the Ministry under the contract.</p> <p>2. The bidder must submit its latest police verification issued after publication date of this tender.</p>
15	The Bidder shall have a registered/branch office in Delhi/NCR.	The bidder must submit Undertaking (Form-XI) duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the Bidder have a registered/branch office in Delhi/NCR along with self-attested copy of valid Rent Agreement/Proof of Ownership of Premises or other relevant document as proof.
16	The bidder should have experience of providing similar services of a value equivalent to estimated value of this tender document in a single contract or of a value equivalent to 60% of the value of this tender document in two contracts or a value equivalent to 50% of this tender document in three contracts for a contract period of not less than 1 year in the last 3 years satisfactorily. The estimated value of this tender may be taken as Rs. 3.55 Crores per year.	<p>The bidder must submit Undertaking as per FORM-XII duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) for providing the details of similar work done during last three years along with copy of Letter of Award, Experience Certificate and Satisfactory Work Performance Certificate certified by the contracting Ministry/PSU. SELF-CERTIFICATION SHALL NOT BE ACCEPTED.</p> <p>The bidder should have one prior experience of providing manpower services in the Government (Central / State or PSU) within the past three years</p>

A. Dender

		<p>from the date of submission of the bid.</p> <p>The Bidder must note that they should have carried out and completed similar works in their own name as principal contractor and not in any other name as per MOU signed with other parties.</p>
17	Bid Security	The bidder must submit EMD Demand Draft/ Pay Order/ FDR as in Para 7 above.
18	Bidder Bank Details	The Bidder must submit bank account details in FORM-XIII on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number), along with a cancelled cheque and banker verified latest bank statement.
19	Acceptance of Terms and Conditions of the tender document	The Bidder must submit a copy of tender document duly signed on each page as a token of agreeing to them.
20	Exemption for MSME / Start Up organizations	<p>The Bidder registered under MSME / Start Up organization should submit an undertaking (Form-XIV and/or Form-XV) on Notarized Judicial Stamp Paper of Rs 100/- along with MSME / Start Up Registration Certificate for exemption for the following points mentioned below:</p> <ol style="list-style-type: none"> a. Exemption from submission of certificate for average annual turnover and annual value of similar work of the bidders. b. Exemption from submission of Audited Balance Sheet and Profit Loss statement for Last

A. S. S.

		<p>three Financial Years (2020-21, 2021-22 & 2022-23).</p> <p>c. Exemption from Bank Solvency submission in this bid.</p> <p>d. Exemption from Submission of last month EPF/ESIC Challan & ECR with minimum 250 employees and Latest GST Challans.</p> <p>e. Exemption from submission of latest 3 Months GST R1 & GST 3B.</p> <p>f. Exemption from submission of Gem Star Rating not below than 4.0.</p> <p>g. Exemption from submission of EMD</p>
21	Submission of hard copy of technical bid documents in the Ministry	<p>The hard copy of technical bid documents shall be submitted in the Ministry by next day of the bid end date latest by 5 PM. The hard copy shall be submitted through CR Section only located at Ground Floor, AAUB, Lodhi Road, New Delhi and receiving for the same should be obtained from them. The Ministry may require the bidder to submit the receiving, failure to do so may liable the bid to be rejected.</p>

- i) Supporting documents with respect to meeting the criteria listed in the above clauses should be enclosed. Tender document without these enclosures will be summarily rejected. Noncompliance with any of the above conditions by the Service Provider Company / Firm / Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily. The tendering agency shall furnish the properly indexed bid having all the information required as per **Form II**. Incomplete bids shall be liable to be summarily rejected.

A. J. J.

- b) Any action on the part of any bidder to influence any MNRE officer in the process of examination, clarification, evaluation, and comparison of bids, and decision concerning award of contract, or canvassing in any form, shall make the tender liable for rejection.
- c) MNRE may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

b) Financial Bid Evaluation: The financial bids of only those bidders shortlisted from technical bid evaluation shall be opened.

1. The Financial Bid shall be made in **Form XVI** and all entries must be made mandatorily. The Bid should be inclusive of all taxes/fees/charges as per the Bill of Quantity mentioned in the Form. In case of any mathematical discrepancies, the entries made against the unit mentioned in the Financial Bid at Form - XVI will be considered to be the correct one. The rates quoted shall be inclusive of service charges, all taxes and no additional cost / tax or any other charges shall be payable by the MNRE unless the same is specifically provided in the tender document. No terms and conditions should be added by bidder in the financial form, and in case of any conditions added; the same shall be ignored in arriving at the financial cost. The rates would be valid for the period of contract.

2. The financial evaluation shall be carried out and financial bids of all the technically qualified bidders shall be opened.

3. The bidder quoting the lowest rates shall be deemed as successful Bidder.

4. MNRE will reimburse to the vendor the additional payment made to the staff along with service charges (in r/o staff whose rates have been quoted in the financial bid at the minimum wages) on account of revision of minimum wages by Govt. of NCT of Delhi under Minimum Wages Act, 1948 from time to time. The vendor will submit the proof of payment of revision of wages to the staff deployed.

5. The service provider/contractor shall be responsible for paying bonus to contract labour in the manner prescribed by the Payment of Bonus Act, 1965 & shall get reimbursed from the buyer.

6. In case the same rates are quoted by more than one bidder, the L1 bidder will be decided randomly through GeM. The rates mentioned in the bid shall be considered final for the duration of the agreement except to the extent of revision in Minimum Wages by the Government of NCT of Delhi.

c) Award of contract

- (1) The contract shall be awarded to the successful bidder by the Ministry on GeM Portal only.



- (2) Within 7 days of receipt of notification of award, the successful bidder shall furnish Letter of Acceptance to MNRE conveying willingness to accept the work/supply order in accordance with the provisions of this tender and the Letter of Award.
- (3) Within 7 days of submission of Letter of Acceptance, the successful bidder shall prepare and submit the Performance Security to MNRE.

d) Performance security

- (1) Within 7 days of submission of Letter of Acceptance, the successful bidder shall furnish **performance security amounting to 5% of the awarded contract value.**
- (2) The performance security may be either in the form of Demand Draft in favor of Drawing & Disbursing Officer, MNRE, New Delhi, or as Bank Guarantee in the format at **Annexure-II** of this document
- (3) In case Bank Guarantee is furnished as performance security, the same should be valid by more than sixty (60) days after the expiry of contract period. In case Bank Guarantee is furnished as performance security, it should be sent to MNRE by the concerned Bank, and not by the bidder itself.
- (4) The performance security amount is interest free. Subject to any provision elsewhere in the contract regarding forfeiture or appropriation in full or part thereof, the performance security shall be released at the time of expiry / non-renewal / termination of the contract. MNRE has the right to forfeit/appropriate the whole amount of performance security in accordance with the contract conditions and also to deduct there from any amount due from the contractor at the time of the termination/expiry of the contract.

e) Bid security

- (1) The bid security/EMD submitted along with the bid shall be refunded to the successful bidder after furnishing of Performance Security. Bid Security / EMD of unsuccessful bidders shall be refunded after signing of agreement with successful bidder.
- (2) Bid Security/EMD will be forfeited; if bidder withdraws bid after opening of bids; if bidder fails to accept contract after award; if bidder awarded contract fails to furnish performance security within the time limit specified; if at any time during the bidding process it is found that the information/certificates furnished by the bidder is incorrect/wrong or bogus.

f) Payment terms

- (1) Payment will be made based on monthly bills tendered in duplicate after completion of each month. Documentary proof of satisfactory completion of work as per terms of the contract, signed by the contractor or his authorized representative and verified by the official-in-charge of MNRE, will be attached with each bill. Penalties if any



- levied in respect of services during the relevant month shall be deducted from the billed amount. Payment will be made directly to the bank account of the contractor.
- (2) In the event of any loss occasioned to MNRE as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by MNRE, the value of the loss is liable to be recovered from the contractor. The decision of MNRE will be final and binding on the contractor.
 - (3) Bank Details: All payments to the contractor will be made direct to their bank account electronically, including refund of bid security. The bidder shall furnish their bank account details in the prescribed Form XIII.

2. SCOPE OF WORK

General Conditions and Instructions:

1. The contract will be initially for a period of **two years, which could be extendable for an additional one year on the same rates and terms and condition at the discretion of MNRE subject to satisfactory performance and mutual consent.**
2. MNRE reserves the right to increase/decrease the requirement of manpower and the respective applicable cost would accordingly be increased / decreased.
3. The SP must provide salary slips, EPF numbers and ESI cards, duly activated to all the deployed manpower to MNRE. The SP should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of the records will force MNRE to deduct a proportionate amount from the bills, as decided by the competent authority.
4. SP must employ adult personnel only. Employment of child labor shall lead to the termination of the contract at the risk and cost of the SP. SP shall deploy / engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labor laws for such engagements, take disciplinary action or reward any person at work etc. at its sole costs, risks and responsibilities. SP shall intimate the details like name, age, parentage, address – (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
5. SP shall deal with and settle the matters related with Union of India, State Government (s) and Government UT administrations and shall make sure that no labor disputes / problems are referred to MNRE. It shall totally indemnify MNRE in this regard. SP should at all times indemnify MNRE against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen Compensation Act, 1936, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Delhi Shops and Essential Act, Payment of Bonus Act, 1965 or any modification thereof or any other laws relating thereto and rules made hereunder from time to time. MNRE will not own any responsibility in this regard.
6. The SP shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or injured or goes on strike / unfair activities etc. during performance of his / her duty. It shall indemnify MNRE in all respects under this contract.

A. Jender

7. Be it private or public areas, the SP's employees shall be liable to be frisked / checked by the security personnel at Client premises or on duty at any time during performance of their duties. SP's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property / person. SPs shall be solely responsible for any indiscipline, theft or loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
8. The MNRE without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist the Contractor for a suitable period without giving any notice in case he fails to honor his bid or contract without sufficient grounds or found guilty for breach of condition/s of the tender or contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Contractor or by its staff. MNRE decision in such a situation shall be final and shall be accepted by the Contractor without any objection or resistance.
9. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification, and an undertaking in this regard has to be submitted to MNRE.
10. MNRE reserves the right to call for any reports, including with regards to payments being made to the personnel in a timely manner at any time, in case of any complaints raised by any entity or person.
11. Confidentiality: The SP shall ensure that the following information are not given to anyone: The phone number and movement plans of MNRE officials. Car make, color and number of any officer (s) / official (s). Telephone no. / any other information. Location and movement plans. Meetings and conference schedules. Site plan of the premises. Travel details of MNRE officer (s) / official (s). Assets of the office.
12. **PENALTY:** In case of non-performance, Penalty will be levied for the following, which is not exhaustive.

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower mentioned in the contract as per the	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation		

A. Jander

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
	date of joining	of the contract with cancellation charges @ 10% of the order value.		
2	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending	Cancellation of the contract with cancellation charges @ 10% of the order value

Arundhan

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
			on the gravity of the act.	
4	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 daywages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the employee is found responsible	Immediate replacement within 2 days/ cancellation of	Cancellation of the contract with cancellation	-

A. J. J.

S. No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
	for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	charges @ 10% of the order value	
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order

A. J. J.

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Under Secretary, Admin
Ministry of New and Renewable Energy
Room No. 417, Atal Akshay Urja Bhawan,
Lodhi Road, New Delhi 110003

WHEREAS

..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... datedto provide "Manpower services in MNRE" (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....
Seal, name & address of the Bank and address of the
Branch

Form – I
Submission of Tender

To,

**Under Secretary (Admin),
Ministry of New and Renewable Energy
Atal Akshay Urja Bhawan, Lodhi Road,
New Delhi 110003**

Subject: Tender for providing Manpower Services in AAUB

Sir,

In response to your tender inviting notice for the above-mentioned contract, I/We, a Company/ Partnership/ Sole Proprietor submit the tender with following particulars:

Sr.no.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors	
8	(a) Name of Bankers & Branch with full address (b) Type of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by the jurisdictional PF Commissioner with photo copy of certificate	

2. Having acquired the requisite information related to the subject work after examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Ministry of New and Renewable Energy, I/We, the undersigned hereby offer for providing qualified staff as indicated in the Tender Document to provide manpower strictly in accordance with the terms and conditions as indicated by you in the said documents. I/We confirm that adequate manpower of requisite qualification and experience is available with me/us for deployment at AAUB, MNRE, New Delhi.
3. We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Central Government/State Government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep MNRE, New Delhi indemnified of any claim/damages that MNRE, New Delhi have to pay with respect to the service and the deputation of any workers to MNRE, New Delhi.
4. I/We fully understand that MNRE reserves the right to reject any or all the bids or to reject the lowest bids without assigning any reasons and that MNRE further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.
5. I/We further pay and have enclosed Earnest Money amounting to Rs.15,00,00/- (Rupees Fifteen Lakh only) in the form of Demand Draft/Pay Order from a Nationalized / Scheduled Bank only drawn in favor of Drawing & Disbursing Officer, MNRE, New Delhi, along with the Technical Bid which will remain with MNRE up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit.

Thanking you,

Yours faithfully,

(Name) Signature

Signed as proprietor/partner/Director
that holds power of Attorney on behalf of firm

Name of firm/company

FORM II

Technical Bid Submission Form

S. No.	Criteria	Documentary Proof Required (Mandatory)	Documents Provided
1	<p>The bidder must submit all of the below mentioned documents:</p> <ul style="list-style-type: none"> a. Certificate of Incorporation under the Indian Companies Act, 1956. b. PAN Card. c. TAN Registration. d. Proprietorship / Partnership Deed/ Memorandum and the Articles of Association. e. Goods & Service Tax Registration Certificate. f. Latest 3 months GST R1 & GST 3B. g. EPF & ESI Registration Certificates. h. Latest month EPF & ESIC Challan & ECR with Minimum 250 Employees on the Payroll and latest GST Challans. i. Shop & Establishment Registration Certificate. j. MSME Registration Certificate (if applicable). k. Start Up Registration Certificate (if applicable). l. Udyam Registration Certificate m. Labour Identification Number (LIN). n. ISO Certificate (9001:2015, 27001:2013, 14001:2015, 45001:2018, SA 8000:2014, CMMI Level 5 & 16949:2009). o. Escalation Matrix with contact numbers 	<p>Self-attested copies of all documents are submitted.</p>	<p>(Yes/No)</p>

2	The average annual turnover in the last three financial years should be Rs.10 crore.	Certified Copy from Chartered Accountant /Auditor /any other prescribed authority (particularly mentioning this bid number)	(Yes/No)
3	Audited Balance sheet and Profit Loss statement for the last three financial years (2020-21, 2021-22 & 2022-23).	Certified Copy from Chartered Accountant /Auditor /any other prescribed authority (particularly mentioning this bid number)	(Yes/No)
4	Registered with Income Tax Department	Chartered Accountant certified copy of IT Return Acknowledgement for the Assessment Year 2022-23	(Yes/No)
5	Bank solvency certificate	Latest bank solvency certificate issued after the tender publish date for an amount of Rs 1,00,00,000/- (Rupees One crore) from the commercial bank	(Yes/No)
6	Rating over 4 stars on Gem Portal during the past one year	Self-attested copy of snapshot should be submitted of the gem star rating.	(Yes/No)
7	Pre-Bid Meeting	The bidder must submit the verified Pre-Bid Meeting Attendance Certificate as per Form-III on Bidder's letter head. The bidder should get the certificate verified by the Under Secretary (Admin), MNRE at the end of Pre-Bid Meeting.	(Yes/No)
8	The bidder should not be under liquidation, court, receivership or similar proceedings and should not be bankrupt.	The bidder submit undertaking (Form-IV) to this effect on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number).	(Yes/No)
9	The bidder should not be Blacklisted by any Government Department / Public Sector Undertaking / Private Sector / or any other agency.	The bidder must submit Non-Blacklisted certificate as per Form-V on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number).	(Yes/No)

10	The bidder should not be indicted for any criminal, fraudulent and anti-competition activity.	The bidder must submit Undertaking as per Form-VI duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the bidder has not been indicted for any criminal, fraudulent and anti-competition activity.	(Yes/No)
11	Compliance of statutory dues like EPF/ESIC/GST.	The bidder must submit Undertaking as per Form-VII duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) regarding the compliance of statutory dues like EPF/ESIC/GST.	(Yes/No)
12	Non-disclosure of contract to third party.	The bidder must submit Undertaking (Form-VIII) duly ink signed for Non-Disclosure of the contract or any provision, specification, plan design, pattern, sample or information thereof to any party during and after the expiry of Contract on notarized judicial stamp paper on Rs 100/- (particularly mentioning this bid number).	(Yes/No)
13	Undertaking to pay Salaries/Wages of the contracted staff deployed at the buyer location on time.	The bidder must submit Undertaking (Form-IX) duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the Bidder shall pay Salaries/Wages of the contracted staff deployed at the buyer location first i.e. on their own by the third day of every month and then claim payment from Buyer along with the all statutory documents like EPF, ESIC etc. as well as bank statement of payment done to staff.	(Yes/No)

14	Police verification of bidder and its employees.	<p>1. The bidder must submit Undertaking (Form-X) duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) for timely providing the police verification of its employees deployed in the Ministry under the contract.</p> <p>2. The bidder must submit its latest police verification issued after publication date of this tender.</p>	(Yes/No)
15	Undertaking about registered/branch office in Delhi/NCR.	<p>The bidder must submit Undertaking (Form-XI) duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) that the Bidder have a registered/branch office in Delhi/NCR along with self-attested copy of valid Rent Agreement/Proof of Ownership of Premises or other relevant document as proof.</p>	(Yes/No)
16 (a)	Experience of providing similar services of a value equivalent to estimated value of this tender document in a single contract or of a value equivalent to 60% of the value of this tender document in two contracts or a value equivalent to 50% of this tender document in three contracts for a contract period of not less than 1 year in the last 3 years satisfactorily. The estimated value of this tender may be taken as Rs 3.55 Crores per year.	<p>The bidder must submit Undertaking as per FORM-XII duly ink signed on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number) for providing the details of similar work done during last three years along with copy of Letter of Award, Experience Certificate and Satisfactory Work Performance Certificate certified by the contracting Ministry/PSU. SELF-CERTIFICATION SHALL NOT BE ACCEPTED.</p> <p>The Bidder must note that they should have carried out and completed similar works in their</p>	(Yes/No)

		own name as principal contractor and not in any other name as per MOU signed with other parties.	
16(b)	The bidder should have one prior experience of providing Manpower services in the Government (Central / State or PSU) within the past three years from the date of submission of the bid	Letter of Award, Experience Certificate and Satisfactory Work Performance Certificate certified by the contracting Ministry/PSU must be specified in Form XII.	(Yes/No)
17	Bid Security	The bidder submitted EMD Demand Draft/ Pay Order/ FDR as in Para 7 of bid document.	(Yes/No)
18	Bidder Bank Details	The Bidder submitted bank account details in FORM-XIII on Notarized Judicial Stamp Paper of Rs 100/- (particularly mentioning this bid number), along with a cancelled cheque and banker verified latest bank statement.	(Yes/No)
19	Acceptance of Terms and Conditions of the tender document	The Bidder submitted a copy of tender document duly signed on each page as a token of agreeing to them.	(Yes/No)
20	Exemption for MSME / Start Up organizations	The Bidder registered under MSME / Start Up organization should submit an undertaking (Form-XIV and/or Form-XV) on Notarized Judicial Stamp Paper of Rs 100/- along with MSME / Start Up Registration Certificate for exemption for the following points mentioned below: <ol style="list-style-type: none"> a. Exemption from submission of certificate for average annual turnover and annual value of similar work of the bidders. b. Exemption from submission of Audited Balance Sheet and Profit Loss statement for Last three Financial Years (2020-21, 2021-22 & 2022-23). 	(Yes/No)

		<ul style="list-style-type: none"> c. Exemption from Bank Solvency submission in this bid. d. Exemption from Submission of last month EPF/ESIC Challan & ECR with minimum 250 employees and Latest GST Challans. e. Exemption from submission of latest 3 Months GST R1 & GST 3B. f. Exemption from submission of Gem Star Rating not below than 4.0. g. Exemption from submission of EMD 	
21	Submission of hard copy of technical bid documents in the Ministry	The hard copy of technical bid documents shall be submitted in the Ministry by next day of the bid end date latest by 5 PM. The hard copy shall be submitted through CR Section only located at Ground Floor, AAUB, Lodhi Road, New Delhi and receiving for the same should be obtained from them. The Ministry may require the bidder to submit the receiving, failure to do so may liable the bid to be rejected.	(Yes/No)

Name & Mobile number of the Contact person for getting service during office hours (8 AM to 6 PM on working days)	
Name & Mobile number of the Contact person for getting service beyond office hours (i.e. before 8 AM & after 6 PM, including on holidays)	

It is certified that the above information is true and correct in the best of my knowledge and belief and in case of any of these is found to be false we shall be liable for any action as decided by the MNRE.

It is certified that I/we have read and fully understood the terms and conditions of this Tender for “Annual contract on hiring of **Manpower Services** for MNRE”, and if contract is awarded, I/we will abide by them till the end of contract period.

It is also certified that neither is the bidder firm blacklisted by any Central Government Ministry/Department during the three years immediately preceding the last date for submission of this bid, nor remained blacklisted at any time during the said three years.

SIGNATURE OF BIDDER & STAMP

(ON BIDDER'S LETTER HEAD)

FORM III

PRE-BID MEETING ATTENDANCE CERTIFICATE

Certified that M/s..... has attended the Pre-Bid meeting held on 05.02.2024 at 04:00 PM in the Ministry of New and Renewable Energy regarding "Contract for Manpower Services".

Under Secretary to the Government of India
(Administration-I)
Ministry of New and Renewable Energy

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM IV

UNDERTAKING

“I/We hereby confirm and declare that, M/s _____ is not bankrupt and is not under liquidation, court, receivership or similar proceedings.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)

FORM V

UNDERTAKING

“I/We hereby confirm and declare that, M/s_____is not blacklisted/De-registered/debarred by any Government Department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works/Services.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM VI

UNDERTAKING

“The bidder Agency M/s _____ not have been indicted for any Criminal, Fraudulent or anti Competition activity by any Government Departments/Public Sector Undertaking/Private Sector/or any other agency. No Criminal case is pending against the firm or its partners/directors.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM VII

UNDERTAKING

“I / We hereby confirm and declare that, M/s_____ is not a defaulter of EPF / ESIC / GST / Income Tax or any other statutory dues to any state government or central government. I/We confirm that we shall pay all the statutory dues/Taxes on time & ensure compliance of all statutory dues.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM VIII

UNDERTAKING

“I / We hereby confirm and declare that, M/s_____will not disclosure contract or any of its provision, specification, plan design, pattern, sample or information thereof to any party during and after the expiry of Contract”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM IX

UNDERTAKING

“I / We hereby confirm and declare that, M/s_____will pay Salaries/Wages of the contracted staff deployed in MNRE from their own fund by the third day of every month and then claim payment from Ministry along with the all-statutory documents like EPF, ESIC etc. as well as bank statement of payment done to staff.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)

FORM X

UNDERTAKING

“I / We hereby confirm and declare that, M/s_____has submitted its latest police verification that is issued after publication date of Tender document having bid number as _____. Further, I / We will also provide police verification of our employees deployed in the Ministry under the contract within one month of their deployment.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM XI

UNDERTAKING

“I / We hereby confirm and declare that, M/s_____has/have registered/branch office in Delhi/NCR. The details are as follows:

a. _____

b. _____

2. The self-attested copy of Rent Agreement / Proof of Ownership of Premises or other relevant document as proof is enclosed.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM XII

UNDERTAKING

DETAILS OF SIMILAR WORKS DURING LAST THREE YEARS

Sl. No	Name and Address of the Organization	Details regarding the contract including manpower deployed	Value of Contract in Rs.	Duration of Contract		Gem Contract No dated
				From	TO	
				dd/mm/yy	dd/mm/yy	

The bidder should have one prior experience of providing manpower services in the Government (Central / State or PSU) within the past three years from the date of submission of the bid.

Self-attested copy of contract should be produced highlighting the details of the nature of the work, staff deployed, and the size of the contract.

Self-attested copy of Letter of Award, Experience Certificate and Satisfactory Work Performance Certificate certified by the contracting Ministry/PSU should be produced.

These details shall be verified by MNRE if required.

SIGNATURE OF BIDDER & STAMP

**(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)**

FORM XIII

DETAILS OF BANK ACCOUNT

(RTGS/NEFT facility for receiving payments)

Sl. No.	Particulars	To be filled by the bidder
1.	Name(s) of Account Holder(s)	
2.	Address of Account Holder(s)	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I/We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I/we would not hold MNRE responsible.

(Signature(s) of account holder(s))

Name(s) of Account holder(s)

SIGNATURE OF BIDDER & STAMP

(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)

FORM XIV

UNDERTAKING FOR MSME REGISTERED BIDDERS

“I / We hereby confirm and declare that, M/s _____ is registered under MSME
under the following category/categories:

a) _____

b) _____

2. I/We has enclosed the self-certified documents/certificate as evidence to the applicability of
Micro and Small Enterprises. I/We also undertake to inform any change in the status of MSME
during the currency of the contract, if any.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

(ON NOTARIZED JUDICIAL STAMP PAPER OF RS.100/- PARTICULARLY
MENTIONING BID NUMBER)

FORM XV

UNDERTAKING FOR STARTUP INDIA REGISTERED BIDDERS

“I / We hereby confirm and declare that, M/s_____falls under the definition of Startups and is registered under Startup India Initiatives. The self-certified Startup India registration certificate is enclosed. I/We also undertake to inform any change in this status during the currency of the contract, if any.”

Place:

Date:

SIGNATURE OF BIDDER & STAMP

FORM-XVI

Financial Bid Undertaking (on letter-head of the bidder)

Financial Calculation

S.No.	Category	Requirement	Total wage including all statutory requirements (in Rupees)	Service Charge (in Rupees)	Total cost per month including service charges (in Rupees)
a	b	c	d	e	f
1	Executive Assistant (Graduate and above)	47			
2	Multi-Tasking Staff (Matriculate but not graduate)	43			
3	Driver (Matriculate but not graduate)	11			
Total cost per month (inclusive of all taxes)					

UNDERTAKING

I submit the Financial Bid for “Annual contract on hiring of **“Manpower Services”** as envisaged in the Tender document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
3. I offer the rate(s) as indicated in the Financial Bid inclusive of all applicable charges, duties and taxes. The rates are in Indian Rupee.
4. I understand and agree that in case of any discrepancy/difference in the amounts indicated in figures and words, the amount in words will prevail and will be considered.
5. I also agree that the quoted rates shall remain firm throughout the tenure of the contract and no revision will be considered for any reason.

Place:

Date:

SIGNATURE OF BIDDER & STAMP