




MARCH 5, 2019

RFP

*Selection of Agency for providing manpower Services  
for Department of Panchayati Raj, Uttar Pradesh.*

DEPARTMENT OF PANCHAYATI RAJ  
Lohia Bhawan , Aliganj, Lucknow



## **Abbreviations & Definition**

<b>S.No</b>	<b>Term</b>	<b>Explanation</b>
<b>1</b>	DoPR	Department of Panchayati Raj
<b>2</b>	DoPR,UP	Department of Panchayati Raj , Uttar Pradesh
<b>3</b>	GoUP	Government of Uttar Pradesh
<b>4</b>	INR	Indian National Rupees
<b>5</b>	TEC	Tender Evaluation Committee.
<b>6</b>	Client	Department of Panchayati Raj
<b>7</b>	Security Deposit	Performance Security
<b>8</b>	EMD	Earnest Money Deposit
<b>9</b>	Client	Department of Panchayati Raj, Uttar Pradesh
<b>16</b>	PRIs	Panchayati Raj Institutions.
<b>17</b>	RGSA	Rashtriya Gram Swaraj Abhiyan.
<b>18</b>	RGPSA	Rajeev Gandhi Panchayat Sashktikaran Abhiyan
<b>19</b>	Procuring Entity	DoPR,UP
<b>20</b>	Procurement officer	Nodal officer , DoPR, UP
<b>21</b>	PSD	Performance Security Deposit
<b>22</b>	LD	Liquidated damages

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## 1. Invitation to Bid & Schedule of RFP

- 1.1. Director, Panchayati Raj, UP on behalf of **Department of Panchayati Raj**. Invites e-Bids for it is intended to invite e-Bids for Agencies **for providing Manpower (Non-Technical)** at office of Director Panchayat Raj, Uttar Pradesh.
- 1.2. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
- 1.3. The client/DoPR, UP may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 1.4. Office Address: Department of Panchayati Raj, Lohia Bhavan Aliganj , Lucknow UP – 226024
- 1.5. The tenders will be received through E-tender portal address on above mentioned DoPR's official address and will be opened by Bid Evaluation Committee on scheduled date and time.
- 1.6. The eBid document is available on eTender portal <https://etender.up.nic.in> and also on Department of Panchayati Raj UP, website [www.panchayatraj.up.nic.in](http://www.panchayatraj.up.nic.in) Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://etender.up.nic.in> up to the date and time mentioned in the table below:

**Table-1: SCHEDULE OF RFP**

<b>IMPORTAYT DATES AND OTHER INFORMATION</b>	
eBid Reference No.	<b>5/74/2019-RGSA/03/2018 dated 26 Feb,2018</b>
Date of Publication on e-Bid Notice and Request For Proposal (RFP)	<b>05/03/2019 at 11,00 Hrs</b>
Last Date for Submission of ebids	26/03/2019 by 13.00 Hrs
Site for Submission of eBids	etender.up.nic.in
eBid Inviting Officer	Director, Panchayati Raj, Uttar Pradesh
Contact No	<b>0522-2322924, 2322920</b>
Date of Opening of Technical eBids	26/03/2019 at 17.00 hrs
Date of declaration of shortlisted Bidders	Would be informed later

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Date of submission of queries	<b>12/03 / 2019</b> at “rgsa.up@gmail.com “
Date of Pre-bid Meeting	<b>14/03 / 2019</b> at 3 pm at Directorate of Panchayati Raj ,Aliganj,Lucknow
EMD ( Rs 1.2 lacs) and Bid Processing Fee Account Details ( Rs 2000))	<b>A/C Name :</b> Rajeev Gandhi Panchayat Sashktikaran Abhiayn <b>A/C No:</b> 2405101011636 <b>IFSC Code :</b> CNRB0002405 <b>Bank Name :</b> Canara Bank <b>Branch Name :</b> Vipin Khand, Gomti Nagar Lucknow.

## 2. Background and Project Profile

- 2.1.** Department of Panchayati Raj, Uttar Pradesh works for strengthening of Panchayati Raj Institutions and implement various schemes for development of rural areas. Department of Panchayati Raj looking forward resources on non-permanent basis for running of various schemes and strengthening of Department. The requirement given in the scope of work is based on current requirement and it may vary at different intervals. The agency has to provide same or similar type of resources as and when required.
- 2.2.** E-tenders in the prescribed format are invited from the manpower supplying agencies having minimum three years' experience in providing Manpower Services to Govt. / PSUs. The service period would be of one year which can be extended on mutual consent for maximum 3 years. However, Director Panchayati Raj will review the service period at regular intervals on the basis of satisfactory performance in the previous period.

## 3. Pre-qualification /Eligibility Criteria

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria:

S.N	Basic Requirement	Specific Requirement	Document Required
1	Legal Entity	The bidder must be registered under Companies Act, 1956/Partnership firm registered under Partnership Act 1932/ Propertearship firm.	Certificate of Incorporation / Registration Certificate
2	Financial Turnover of the Company	The bidder must have annual turnover from Manpower related services averaged over the last three financial years, of more than Indian Rs. 1 cr. (one crore)	CA Certificate with CA's Registration no and Seal. & P& L account of this effect of last three financial years up to 31-03-2018 should be enclosed. Both the document are mandatory.

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<b>3</b>	Experience of the Agency	The Bidder should have minimum 3 year experience in providing manpower to Govt. Organizations/ PSUs/Reputed Private Organisation*.	Related Work orders / MoUs/ Agreements/Lols
<b>4</b>	Projects	The bidder should have supplied at least 50 people to its clients in the last 3 year.	Related Work orders / MoUs/ Agreements/Lols/ Sanction Letter/ Completion Certificate
<b>5</b>	Mandatory undertaking	Agency should not be black listed from Central or any State Govt. or PSUs. Undertaking of this has to be submitted by the Bidder.	Undertaking on Agency Letter head by Authorised Representative.
<b>6</b>	GST Registration, PAN, ESIC, EPF	Agency should be registered under GSTN and should have PAN no, EPF Registration , ESIC registration	Copy of the Certificates.
<b>7</b>	EMD and Bid Processing Fee	The bidder should submit the EMD, Bid Processing fees as asked in the tender document	Scanned Copy of the same.

- \* In case of Private Organisation, The Private Organisation should be having minimum Rs 100 Cr turnover. Turnover Proof of the Client should also be attached.

## 4. Scope of Work & Deliverables

Agency has to do following activities under their scope of work

### I. Scope of Work

Department of Panchayati Raj, DoPR, Uttar Pradesh proposed the selected HR Agency to undertake the following activities. The key areas of scope included:

- a. **Supply of Manpower:** Agency has to supply manpower as per below requirement.

**Table 2: Resource Requirement under RGSA & other Schemes**

S.No	Name of Post	Number of Post	Place of Posting
1	Consultant (M & E, Participatory Planning)	1	Lohia Bhawan, LKO
2	Consultant ( Capacity building & Training, Gender, Media , IEC)	1	Lohia Bhawan, LKO
3	Consultant ( Economic development & Social Justice)	1	Lohia Bhawan, Lko
4	Accountant	As per requirement	Lohia Bhawan, Lko
5	Computer Operator	7	Lohia Bhawan, LKO
6	Driver	5	Lohia Bhawan, Lko
7	Resource Person	1	Lohia Bhawan, LKO
8	Liftman	1	Lohia Bhawan, LKO
9	Helper/Peon	5	Lohia Bhawan, Lko
10	Cook	1	Lohia Bhawan, Lko
11	Electrician	1	Lohia Bhawan, Lko

**Table 3: Resource Requirement under Finance Cell.**

S.No	Name of Post	Number of Post	Place of Posting
1	Resource Person (PFMS)	1	Lohia Bhawan, LKO



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2	<b>Resource Person, MIS</b>	1	Lohia Bhawan, LKO
3	<b>Resource Person, (Social Science, M&amp; E)</b>	1	Lohia Bhawan, Lko
4	<b>Accountant</b>	1	Lohia Bhawan, Lko
4	<b>Computer Operator</b>	2	Lohia Bhawan, Lko
5	<b>Peon</b>	2	Lohia Bhawan, LKO

**Note:**

- ✓ *Place of job posting can change without prior notice*
- ✓ *The existing human resources with the client has to be adjusted by the agency according to the recommendation of the client.*
- ✓ *The no of resources may increase or decrease as per requirement of the DoPR time to time.*
- ✓ *Details like Job Profile, qualification remuneration etc of above mentioned post are given in Annexure -VII*

**II. Agreement to Service Levels:**

Agency shall have to comply with the following indicative service levels. The same may be expanded during signing of the contract.

**Table 4: Service Level Agreement**

S.NO	Service	Expected Level	Penalty in Case of Default
1	Replacement of Personnel at the request of client	Within 7 Days of Written Intimation from client	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the Agency.
2	Replacement of Personnel initiated by Agency*	At least 7 Days of Written Intimation received by Client.	@ 2% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the Agency.
3	Maximum No. of Replacements initiated by the Agency in a Quarter	Should not be more than 5% of the total resource Supplied	@ 1% of the monthly payment due in succeeding month
4	If the agency fails to place the person	Within the period specified in clause of General Terms &	1 % of monthly charge per day (of

		Condition stated below.	Person remuneration) will be recovered from the monthly bill of the agency.
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**III. Performance Review of the Deployed Personnel:**

Client would review the performance of the candidates regularly. The performance of candidate would be assessed by the Committee formed for this purpose and same will be communicated to the Selected Agency. Selected Agency has to comply with the direction of the client.

**IV. GENERAL TERMS & CONDITIONS:**

1. All the recommended candidates shall have good working knowledge of English particularly writing and Hindi in oral and written communication except 4<sup>th</sup> Class resources who have to be good Hindi knowledge.
2. All the recommended candidates (professional staff) shall have hands on experience on Basic Computer Literacy/ Laptop & Internet.
3. It shall be the responsibility of the deployed manpower and the Agency to see that all the designated manpower performs the tasks allotted to them by DoPR,UP effectively, efficiently and speedily. The responsibility of statutory / compulsory deductions like EPF/Income Tax and other statutory dues etc. from the manpower deployed will be of the hired Agency. HR Agency will have to submit compliance report to this effect every financial quarter to the DEPARTMENT OF PANCHAYATI RAJ, UP office.
4. No extra payments towards Telephone charges, Data Card usage, transport etc., will be made by DoPR-U.P. (official field duty visit may be paid as per DoPR- U.P. rules subject to prior approval of competent authority) The Agency shall submit the stamped wage bills/ invoice (in duplicate) to the DEPARTMENT OF PANCHAYATI RAJ, UP office on monthly basis as stated in Payment Terms after completion of the calendar months for payment. In all circumstances the payment shall be made within 15 days from the date of submission of the bills.
5. The liability of service charges, GST, employee contribution to PF or any other tax or Levies will be borne by the Agency and same shall be reimbursed by the Department.
6. The Agency shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty.

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7. The Agency will provide to the DoPR, U.P., a list of all personnel so deployed with permanent and present address along with their photographs.
8. The Client shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months' notice of termination.
9. **Nationality:** All the proposed candidates must be Citizens of India.
10. In case the selected Agency fails to submit list of eligible candidates, on demand to client three times in a row, the Agency's contract can be cancelled and Security Deposit forfeited.
11. For the manpower deployed, the Agency will keep with them, their present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs, Police verification report and furnish these details/information to client, as and when required.
12. The Agency will issue appointment order to the deployed manpower. A copy of the appointment order should be endorsed to the Single point of Contact of client.
13. The Agency will ensure that salaries are given to the deployed professionals in time. Any unjustifiable delay, beyond ten working days from the receipt of the satisfactory performance cum attendance report from the concerned reporting officer, will attract a penalty as per the penalty clause. It is the responsibility of the Agency to procure the performance cum attendance report from the Reporting officer by 5th of the succeeding month.
14. In case any personnel of the Agency is found engaged in doing any work other than the task assigned to him/her or is found not useful to the department or leaves the assigned location without any notice, the Agency will arrange the replacement within one week at its own cost, otherwise the penalty will be applicable as per the penalty clauses.
15. The Agency will be responsible for any damage to equipment's, property and third party liabilities caused by acts on part of its deployed manpower at Client's premises. All equipment will be used only for the purpose of carrying out legitimate business of DoPR and will not be put into any other use. For any established damage the extent of damage as decided by DoPR will be final and binding on the Agency.

16. The staff deployed by the Agency will maintain office decorum. They will be courteous, polite and cooperative. The Agency will verify the character antecedents before deploying any person at DoPR offices.
17. Medical or any other allowances to the staff deployed will not be borne by client. It will be the responsibility of the concerned Agency.

## 5. Duration of the Contract and Time Schedule

- 5.1. The Duration of the Contract would be for one Year. Whereas, based on the performance and mutual Agreement it can be extended for another maximum by two years on year to year basis.
- 5.2. An agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the Bidder.
- 5.3. The entire assignment has to be completed within a period as mentioned below:

S.NO	Activity	Duration
1	Signing of Agreement with successful bidder	T1
2	Submission of CV's	T2=T1 +7 Days
4	Placing of the Manpower at DoPR Office	T3=T2+5 days
5	Induction and Training	T4 + T3+ 2 days
6	Start of work by the deployed manpower	T5=T4+ 1 day

## 6. Payment Terms

The Selected Agency will be required to raise an invoice on monthly basis according to the number of manpower engaged by the Authority. The Authority will release the payment to the Selected Agency within 15 days or earlier of their claim after acceptance of monthly deliverables.

Payment Terms:-

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1. The payment shall be made against the monthly invoice to be raised by the selected agency.
2. The Authority shall make such payment within 15 days of receipt of invoice.
3. The payment shall be made subject to deduction of applicable taxes.
4. Payment would comprise of the salary paid to the number of hired manpower deployed and the corresponding percentage as quoted in the Financial Bid by the successful bidder.
5. The payment shall be made only for the number of days the manpower hired were actually available/present along with copies of attendance register.
6. Salary for the hired manpower would be fixed by Department of Panchayati Raj, Uttar Pradesh. The decision of the DoPR would be final.

## 7. Instruction to bidders

### 7.1. Bid Queries and Pre-bid Meeting

Bidders have to submit their queries through email on [rgsa.up@gmail.com](mailto:rgsa.up@gmail.com) by 12/03/2019. The queries received after due date would not be entertained. Pre-bid meeting is going to be held on 14/03/2019 at 3 pm at Directorate of Panchayati Raj, Lohia Bhawan, Aliganj, and Lucknow 226026.

### 7.2. Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if an Agency:-

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Agency fails to sign the contract within the stipulated time

### 7.3. Procedure for submission of bids

- Bid submission shall be submitted online on <http://etender.up.nic.in>.
- Bids will be opened on the prescribed date and time. If happens to be a holiday, it will be opened on next working day with same place and time.

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- These bids would be valid for a period of 180 days from the date of opening.
- DoPR will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the bids online beyond the Bid submission end date & time as mentioned in Schedule of RFP.
- The bids submitted by fax/ E-mail /manually etc. shall not be considered. No correspondence will be entertained on this matter.
- Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained on the Pre bid meeting date as mentioned in Document.
- In case, the day of bid submission is declared Holiday by Govt. of UP, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- Bids not submitted as per the specified format and nomenclature may be out rightly rejected.
- Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- DoPR, at any time during the course of evaluation of the bids, may seek verbal or written clarifications from the bidders, which may be in the form of product demonstration, presentation, undertaking, declaration, reports, datasheets, etc., if DoPR finds the information in the submitted bids to be insufficient/ambiguous/deviant or of any such nature that hinders the evaluation committee from arriving at a clear decision. It will entirely be at DoPR discretion whether to seek clarifications or not, and what clarifications to seek, or take any other action as per the guidelines provided in the tender.
- The packets as mentioned below have to be uploaded online on the UP Govt. e-procurement portal <http://etender.up.nic.in>. For this the Agencies must have obtained a class 2 digital signature certificate as described on the afore-mentioned portal.

<p><b>Cover -1</b></p>	<p><b>Folder-1:</b> This cover will contain the scanned copy of Fee receipt and their details submitted through online, Prequalification/ Eligibility proposal and Technical bid. The details are as follows:</p> <p>The file should be saved in a PDF version and marked as “Eligibility&lt;Bidder’s Name&gt;.pdf” and should comprise of the following items:</p> <p>Compliance Sheet for Pre-qualification/Eligibility Criteria <b>Annexure-II</b> with Supporting Documents.</p> <p>The PDF file not containing the above documents or containing the technical or in explicit/implicit form will lead to rejection of the bid.</p> <p>All the bids documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by anyone other than the authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p> <p>All pages of the bid being submitted must be sequentially numbered by the bidder.</p> <p><b>Folder 2 :Technical Proposal/Bid :</b></p> <p>The file should be saved in a PDF version and marked as “Technical&lt;Bidder’s Name &gt;.pdf” and should comprise of the following items:</p>
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	<p><b>Technical Proposal :Annexure III</b> with all Supporting Documents</p> <p>The PDF file not containing the above documents or containing the Pre-qualification bid in explicit/implicit form will lead to rejection of the bid.</p> <p>All the bids documents must be digitally signed by the authorized signatory of company. In case the bid is signed by the other than authorized signatory of company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid. All pages of the bid being submitted must be sequentially numbered by the bidder.</p>
<p><b>Cover-2</b></p>	<p>The .pdf file where the bidder is quoting must be saved as"Finbad_Biddername.pdf".</p> <p>It must contain the following information-</p> <ul style="list-style-type: none"> <li>✓ BOQ as per the Annexure-IV</li> </ul> <p>All the bid documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by other than authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p>

#### 7.4. Cost of ebid document

- a) The Bidder shall bear all costs associated with the preparation and submission of its eBid.
- b) The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the eBid Document. Failure to furnish all information required



in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

#### **7.5. Amendment of bid document**

- a) At any time prior to the deadline for submission of eBids, BEC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).
- b) It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the DoPR, GoUP shall not be responsible for any negligence on part of the Bidder.
- c) In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, DoPR, GoUP at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/uploaded on the eTender portal <https://etender.up.nic.in>.

#### **7.6. Language of ebids**

The eBids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **7.7. Late eBids**

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process

passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

**7.8.** Only tenders complete in all respect and received on or before the due date and time shall be considered.

**7.9.** The bid shall be valid for a period for 180 days from the date of opening of the tenders.

**7.10.** The bidders should satisfy themselves before submission of the tender to Department that they meet the qualifying criteria and capability as laid down in the tender document.

**7.11.** DoPR, UP reserves the right to reject any or all tenders without assigning any reasons whatsoever. DoPR, UP reserves the right to disqualify such Tenderers who have a record of not meeting contractual obligation against earlier contract entered into with Department.

**7.12. Opening of Bids**

7.12.1. The sealed bid shall be opened by the bid evaluation committee constituted by the DoPR at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who may choose to be present. Though Presence of bidders are not necessary.

**7.13. Selection Method**

7.13.1. The basis of selection will be based on Least Cost basis ( L1) obtained by the bidder. The Minimum qualifying marks is 70% at Technical stage against technical evaluation criteria. Those bids getting score less than 70% would be treated disqualified and would not be eligible for financial opening stage.

7.13.2. All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the bidder.

7.13.3. The bidder meeting all the eligibility criteria and other conditions as stated in the RFP shall be considered for Technical Evaluation. The Technically qualified bidder would be taken to next stage i.e financial bid opening. The Bidder quoting lowest service charges (L1) would be eligible for award of contract.

**7.14. Technical Evaluation Criteria**

a. The eTender Committee (ETC) will examine the eligibility of the HR Agencies as per the tender specifications. eBids not satisfying the eligibility criteria will be rejected.

b. Subsequently, the ETC would examine the technical details as per Technical evaluation Criteria given in table 5 and may ask the Agencies for additional information. On request from the ETC, the Agencies will submit additional information, within the time limit set by ETC. The decision on time limit decided by ETC will be final. Bids of the Agencies failing to adhere to the specified time limit will be rejected.

c. The ETC may decide to verify the information submitted by the Agencies by visiting their offices or their client's offices. The Agencies would organize such visits as per the schedule given by the ETC failing which the ETC may take their own decisions with respect to the technical capabilities of the Agency.

**Table 5: Technical Evaluation Criteria**

S.No	Criteria	Requirements	Maximum Marks	Supporting Documents
1	The bidder must have annual turnover from Manpower related services averaged over the last three financial years, of more than Indian Rs. 1Cr.	1. Rs 1 Crore = 15 marks. 2.> Rs 2 crore=20 marks	20	CA Certificate of this effect and of last three financial years up to 31-03-2017 should be enclosed. Last 3 Year P& L Account also to be attached.
2	The Bidder should have minimum 3 year experience in providing manpower to Govt. Organization/ PSUs	1. 3 Year = 15 marks 2. 5 Year or more = 20 Marks	20	Please attach relevant proof like work order etc.

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	/Reputed Private Organisation.			
3.	The bidder should have supplied at least 50 people to its clients in the last 3 year.	<ol style="list-style-type: none"> <li>1. Meeting the Criteria = 15 Marks</li> <li>2. The No of manpower more than the criteria = 20 Marks</li> </ol>	20	Work order
4	The Applicant additionally should have experience of running at least three similar projects of providing minimum 20 adequately-skilled manpower in each project in last five years for any Central/ State Government/ Government Corporation/ PSU .	<p><b>&gt;=3 - &lt;= 5 projects similar projects</b></p> <p><b>&gt;5 - &gt;=10</b></p> <p><b>&gt;10</b></p>	<p><b>10</b></p> <p><b>15</b></p> <p><b>20</b></p>	20
5.	The Bidder should provide Approach & Methodology paper which includes paper on detailed Strategy, Methodology and time schedules for providing manpower as per requirement. The A&M must detail out how the HR Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day activities.	It will depend upon the A& M Provided by the Agency.	20 marks	Write Up
	<b>Total Marks</b>		100	

***Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 Marks from the technical evaluation criteria would be considered technically qualified.***

#### **7.15. Financial Evaluation**

- a. After approval of the ETC report by the competent authority, the processing of the second stage will commence with the opening of the Financial Bids of only the technically qualified Agencies. ETC would scrutinize the financial ebids. The bids, found lacking in strict compliance to the financial bid format will be rejected straightaway.
- b. Agencies need to quote service Charges Agency charges in Financial Bid table which shouldn't be less than 2% of the Prescribed Monthly Rates. The rates/remuneration for each post is fixed by the DoPR, UP office and agency has to quote only service charges to be charged by the agency. In case an Agency quotes below 2% Agency charges, compared to the other agencies, with a view to subverting the tendering process, the EMD of such an agency will be forfeited.
- c. The Service charge quoted by the Agency should not be more than one decimal place otherwise their bids would be rejected straightway.
- d. L-1 is the Agency quoting least value of X (Service charges) in the Financial Bid table. In case two or more Agencies quote the same value of X, the Agency with the highest score at technical evaluation stage would be awarded the contract.

#### **7.16. Award of Contract**

On written communication from DoPR, UP office about their selection as Service Provider agency, the Agency will sign the contract within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. If the selected Agency fails to sign

the contract within the stipulated period, ETC will extend the opportunity to the next technically qualified Agency who is L-2 rate.

**7.17. Clarification of Bids**

7.17.1. To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its bid. The committee's request for clarification and the response of the Bidder shall be in writing.

7.17.2. Any clarification submitted by a Bidder with regard to its bid that is not in response to a request by the committee shall not be considered.

**7.18. Evaluation & Tabulation of Technical Bids**

**7.18.1. Preliminary Examination of Bids**

The tender evaluation committee constituted by the DoPR shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- Bid is unconditional, and the Bidder has agreed to give the required performance security; and
- Other conditions, as specified in the bidding document are fulfilled.

**7.18.2. Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.
- b. A responsive bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-
    - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - 2. limits in any substantial way, inconsistent with the bidding documents, the DoPR rights or the Bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other Bidders presenting responsive bids.

#### **7.18.3. Non-material Non-conformities in Bids**

- a) The bid evaluation committee may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.
- b) The bid evaluation committee may request the Bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, Technical Certificates, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- c) The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under (b) above.

#### **7.18.4. Technical Evaluation Criteria**

Technical evaluation shall include the evaluation of all the documents mentioned in the Technical Bid. A Bidder should obtain minimum 70 % score to technically qualify.

#### **7.18.5. Tabulation of Technical Bids**

Technical bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the Bidders against the technical qualification criteria set out in the RFP.

#### **7.18.6. Exclusion of Bids/ Disqualification**

a) A DoPR shall exclude/ disqualify a bid, if: -

- the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation; or
- the information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete; and
- the Bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- the bid materially departs from the requirements specified in the bidding document or it contains false information;
- the Bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- A Bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -

- a. communicated to the concerned Bidder in writing;
- b. Published on the Department website.

#### **7.18.7. Information and publication of award**

Information of award of contract shall be communicated to all participating Bidders and published on the respective website(s) as specified in advt.

#### **7.18.8. DoPR right to accept or reject any or all bids**

The DoPR reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.

#### **7.18.9. Execution of Agreement**



- a) An Agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the Bidder.
- b) The successful Bidder shall sign the agreement within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful Bidder.
- c) If the Bidder, whose bid has been accepted, fails to sign a written rate contract agreement or fails to furnish the required performance security within specified period, the DoPR shall forfeit the EMD of the bidder.
- d) The Bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Uttar Pradesh only.

**7.18.10. Cancellation of procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the DoPR from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A DoPR may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- c) at any time prior to the acceptance of the successful bid; or
- d) After the successful bid is accepted in accordance with (d) and (e) below.
- e) The DoPR shall not open any bids or proposals after taking a decision to cancel the procurement.
- f) The decision of the DoPR to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process and would be published on department website and etender site.

**7.18.11. Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -

- a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - iv. Improper use of information shared between the DoPR and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the Bidder and any officer or employee of the DoPR;
    - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - vii. any obstruction of any investigation or audit of a procurement process;
  - b. disclosure of conflict of interest;
  - c. Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder or prospective Bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the Bidder from the procurement process;

- b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- c. forfeiture or encashment of any other security or bond relating to the procurement;
- d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- f. Debarment of the Bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

**7.18.12. Interference with Procurement Process**

A Bidder, who: -

- a. withdraws from the procurement process after being declared the successful Bidder;
- b. fails to enter into procurement contract after being declared the successful Bidder;
- c. Fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful Bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 10 lakh rupees apart from it any other recourse available with law.

**7.18.13. Appeals**

- a. Subject to “Appeal not to lie in certain cases” below, if any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the DoPR is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the DoPR, as may be designated by it for the purpose, within a period of 10

days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- i. Provided that after the declaration of a Bidder as successful in terms of "Award of Contract", the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the Bidder or prospective Bidder or the DoPR is aggrieved by the order passed, the Bidder or prospective Bidder or the DoPR, as the case may be, may file a second appeal to below designated officer in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it off within 30 days from the date of filing of the appeal:
- e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

**First Appellate Authority:** Director, DoPR, UP

**Second Appellate Authority:** Additional Chief Secretary/Pr.

Secretary/Secretary, DoPR, GoUP.

- f. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the Bidder or the DoPR, shall be disclosed in a proceeding under an appeal.

**7.18.14. Stay of procurement proceedings**

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending

disposal of the appeal, if satisfied that failure to do so is likely to lead to miscarriage of justice.

**7.18.15. Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other Bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less, apart from it any other recourse available with law.

**7.18.16. Offenses by Firms/ Companies**

- a) Where an offence has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the Company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a. "Company/Agency" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.

- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

**7.18.17. Debarment from Bidding**

- a) A Bidder shall be debarred by the DoPR if he has been convicted of an offence
  - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A Bidder debarred under (a) above shall not be eligible to participate in a procurement process of any DoPR for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a DoPR finds that a Bidder has breached the code of integrity prescribed in terms of “Code of Integrity for Bidders” above, it may debar the Bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a Bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the Bidder may be debarred from participating in any procurement process undertaken by the DoPR for a period not exceeding three years.
- e) The DoPR, as the case may be, shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard.

**7.18.18. Monitoring of Contract**

- a) As Nodal officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the Nodal officer/CMC shall keep a watch on the

progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected Bidder's premises where the work is being completed may be inspected.

- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected Bidder to speed up the delivery.

## **8. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

- a) Bidders should read these conditions carefully and comply strictly while sending their bids. Definitions For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
- b) "Contract" means the Agreement entered into between the DoPR,UP and the successful/ selected Bidder together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- c) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- d) "Contract Price" means the price payable to the successful/ selected Bidder as specified in the work order subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- e) "Day" means a calendar day.
- f) "Delivery" means the transfer of the Services from the successful/ selected Bidder to the DoPR,UP in accordance with the terms and conditions set forth in the Contract.
- g) "Completion" means the fulfilment of the related services by the successful/ selected

Bidder in accordance with the terms and conditions set forth in the Contract.

- h) "DoPR"/"Procuring Authority" means the entity procuring the services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the training, and other similar obligations of the successful/ selected Bidder under the Contract.
- j) "Supplier/ Successful or Selected Bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the DoPR and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected Bidder.
- k) "The Site," where applicable, means the designated project place(s) named in the bidding document.

**Note:** The Bidder shall be deemed to have carefully examined the conditions of the services to be rendered. If the Bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the DoPR and get clarifications.

### **8.1. Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### **8.2. Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the DoPR and the Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract



or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **8.3. Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected Bidder and the DoPR,UP, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The successful/ selected Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **8.4. Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

### **8.5. Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Utter Pradesh State/ the Country (India), unless otherwise specified in the contract.

**8.6. Delivery of services**

- a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected Bidder's by DOPR,UP
- b) The contract for the services can be repudiated at any time by the DoPR, if the service delivery is not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording the reasons for repudiation.

**8.7. Selected Bidder's Responsibilities**

The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

**8.8. Bidder's Responsibilities**

The Bidder shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

**8.9. Contract Price**

The Contract Price would be service charge quoted by the bidder shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

**8.10. Recoveries from Selected Bidder**

Recovery of liquidated damages or penalties shall be made ordinarily from bills. The DoPR shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the DoPR. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with DoPR, UP. The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the DoPR shall take recourse to law in force.

**8.11. Copyright**

The copyright in all materials containing data and information furnished to the Bidder by the Selected Bidder herein shall remain vested in the DoPR,UP, or, if they are furnished to the Bidder directly or through the Selected Bidder by any third party,

including suppliers of materials, the copyright in such materials shall remain vested in such third party.

#### **8.12. Confidential Information**

- a. The Bidder (and the Selected Bidder) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The DoPR shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Bidder for any purpose other than the procurement, or other work and services required for the performance of the Contract.
- c. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - a) the Bidder or Selected Bidder need to share with DoPR,UP or other institutions participating in the Contract;
  - b) now or hereafter enters the public domain through no fault of that party;
  - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

#### **8.13. Specifications and Standards**

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

**8.14. Performance Security Deposit**

- a. Performance security shall be Rs 6 Lakh as a Bank Guarantee.
- b. The selected Bidder will furnish a Bank Guarantee in the specified form by scheduled Banks as performance security towards this contract.
- c. The Successful Bidder shall at his own expense, deposit with DoPR, UP, within seven (7) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to DoPR, UP, payable on demand, for the due performance and fulfilment of the contract by the selected Bidder.
- d. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the selected Bidder.
- e. The performance bank guarantee shall be valid till the Expiry of Agreement plus Three months, subject to annual renewals.
- f. The Performance Bank Guarantee may be discharged/ returned by DoPR, UP upon being satisfied that there has been due performance of the obligations of the selected Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- g. In the event of the selected Bidder being unable to service the contract for whatever reason, DoPR, UP would revoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of DoPR, UP under the Contract in the matter, the proceeds of the PBG shall be payable to DoPR, UP as compensation for any loss resulting from the selected Bidder's failure to complete its obligations under the Contract. DoPR, UP shall notify the selected Bidder in writing of the exercise of its right to receive such compensation within 14 days,

indicating the contractual obligation(s) for which the selected Bidder is in default.

h. DoPR, UP shall also be entitled to make recoveries from the selected Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

**8.15. Extension in Delivery Period and Liquidated Damages (LD)**

- a. Except as provided under clause "Force Majeure", if the selected Bidder fails to deliver any or all of the Services within the period specified in the Contract, the DoPR may without prejudice to all its other remedies under the Contract, deduct from the work order Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/or contract. Once the maximum is reached, the Bidder may terminate the Contract pursuant to clause "Termination".
- b. The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the selected Bidder shall arrange services within the specified period.
- c. In case any services is not found as per the prescribed norms or is not carried out in time, the Authority may impose liquidated damages on the Bidder. The maximum liquidated damages imposed shall not exceed 10% (ten percent) of the accepted contract amount.
- d. If the Bidder delays the works or the work is not satisfactory, the Authority may execute the work at the risk and at the cost of the Bidder from any other selected agency.

**8.16. Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected Bidder to pay

liquidated damages to the DoPR; and

- b. The aggregate liability of the selected Bidder to the DoPR, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

**8.17. Force Majeure**

- a. The selected Bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected Bidder. Such events may include, but not be limited to, acts of the Bidder in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the selected Bidder shall promptly notify the DOPR,UP in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DOPR,UP, the selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the DOPR,UP, the DOPR,UP may take the case with the selected Bidder on similar lines.

**8.18. Change Orders and Contract Amendments**

- a. The DoPR may at any time order the selected Bidder through Notice, to make changes within the general scope of the Contract in any one or more of the following:

- i. The No of manpower to supply
  - ii. the related services to be provided by the selected Bidder.
- b. If any such change causes an increase or decrease in the cost of, or the time required for, the selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected Bidder's receipt of the change order.
- c. Prices to be charged by the selected Bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected Bidder for similar services.

#### **8.19. Termination**

##### **a. Termination for Default**

- I. The tender sanctioning authority of DoPR,UP may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the contract in whole or in part:
  - a) If the selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DoPR,UP; or
  - b) If the selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c) If the selected Bidder, in the judgement of the Bidder, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d) If the selected Bidder does not meet the agreed timelines/SLAs, DoPR,UP may issue a notice to the selected Bidder and if the selected Bidder does not respond the notice or reply is not satisfactory in such case work order may be terminated.

- e) If the selected Bidder commits breach of any condition of the contract.
- II. If DoPR, UP terminates the contract in whole or in part, amount of PSD may be forfeited.
- III. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**b. Termination for Insolvency**

DoPR, UP may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DoPR, UP.

**c. Termination for Convenience**

- I. DoPR,UP, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the either party convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

**8.20. Settlement of Disputes**

- a. General: If any dispute arises between the selected Bidder and DoPR,UP during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected Bidder on the points of dispute. The representation so received shall be examined by the concerned BEC Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The selected Bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected Bidder.
- b. Standing Committee for Settlement of Disputes: If a question, difference or objection



arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Committee BEC, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (DoPR,UP)

- a) Director DoPR,UP : Chair Person
  - b) Deputy Director, DoPR,UP cum nodal officer (RGSA) : Member
  - c) CFO/Finance Controller, DoPR,UP : Member
  - d) A Legal Expert nominated by the Director : Member
- c. Procedure for reference to the Standing Committee: The selected Bidder shall present his representation to the Director, DoPR, UP along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected Bidder shall prepare a reply of representation and shall represent the DoPR,UP's stand before the standing committee. From the side of the selected Bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected Bidder and DoPR,UP The standing committee, if it so decides, may refer the matter to the Additional Chief Secretary / Principal Secretary /Secretary of DoPR,UP for further decision.
- d. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court at Lucknow, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## **ANNEXURE-I**

### **BID COVER LETTER & FORMAT COVER LETTER**

{to be submitted by the bidder on his Letter head}

To,  
The Director  
Panchayati Raj  
Uttar Pradesh  
Lucknow

Reference: NIT No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the organisation is ready to work as per terms and condition mentioned in the tender Document.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

## ANNEXURE-II

### PRE-QUALIFICATION/ ELIGIBILITY BID

S.No.	Basic Requirement	Specific Requirement	Document Required/Details	Compliance
1	Name of the Firm / Company			
2	Registered Office / Business address of the Agency			
3	Name of Contact Person			
4	Tel. / Mob No.			
5	Email.			
6	Legal Entity	The bidder must be registered under Companies Act, 1956/Partnership firm registered under Partnership Act 1932./ Propertierirship firm.	Certificate of Incorporation / Registration Certificate	
7	Financial Turnover of the Company	The bidder must have annual turnover from Manpower related services averaged over the last three	CA Certificate with CA's Registration no and Seal. & P& L account of this effect of last three financial years up to 31-03-2018 should be enclosed	

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		financial years, of more than Indian Rs. 1 cr. (one crore)		
<b>3</b>	Experience of the Agency	The Bidder should have minimum 3 year experience in providing manpower to Govt. Organizations/ PSUs/Reputed Private Organisation	Related Work orders / MoUs/ Agreements/Lols	
<b>8</b>	Projects	The bidder should have supplied at least 50 people to its clients in the last 3 year.	Related Work orders / MoUs/ Agreements Completion Certificate	
<b>9</b>	Mandatory undertaking	Agency should not be black listed from Central or any State Govt. or PSUs. Undertaking of this has to be submitted by the Bidder.	Undertaking on Agency Letter head by Authorised Representative.	

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<b>10</b>	GST Registration, PAN, ESIC, EPF	Agency should be registered under GSTN and should have PAN no, EPF Registration , ESIC registration	Copy of the Certificates.	
<b>11</b>	EMD	Rs 1.2 Lac	Scanned Copy of UTR Receipt must be attached	
<b>12</b>	Bid Processing Fee	Rs 2000/-	Scanned Copy of UTR Receipt must be attached.	

## ANNEXURE-III

### TECHNICAL PROPOSAL FORM

S.No	Criteria	Requirements	Maximum Marks	Supporting Documents	Remarks
1	The bidder/ lead partner must have annual turnover from Manpower related services averaged over the last three financial years, of more than Indian Rs 1 Cr	<=Rs 1 Crore = 15 marks. 2.> Rs 2 crore=20 marks	20	CA Certificate of this effect and of last three financial years up to 31-03-2017 should be enclosed. Last 3 Year P& L Account also to be attached.	
2	The Bidder should have minimum 3 year experience in providing manpower to Govt. Organization/ PSUs / Reputed Private organizations.	<=3 Year = 15 marks 5 Year or more = 20 Marks	20	Please attach relevant proof like work order etc.	
3.	The bidder should have supplied at least 50 people to its clients in the last 3 year.	Meeting the Criteria = 15 Marks  The No of Manpower more than the criteria = 20 Marks	20	Work order	
4	The Applicant additionally should have experience of running at least three similar projects of providing minimum	<b>&gt;=3 - &lt;= 5 projects similar projects</b> <b>&gt;5 - &gt;=10</b> <b>&gt;10</b>	<b>10</b> <b>15</b> <b>20</b>	<b>20</b>	

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	20 adequately-skilled manpower in each project in last five years for any Central/ State Government/ Government Corporation/ PSU/Reputed Private Organisation .				
5.	The Bidder should provide Approach & Methodology paper which includes paper on detailed Strategy, Methodology and time schedules for providing manpower as per requirement. The A&M must detail out how the HR Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day activities.	It will depend upon the A& M Provided by the Agency.	10 marks	Write Up	
	<b>Total Marks</b>		100		
<p><b><i>Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 Marks from the technical evaluation criteria would be considered technically qualified.</i></b></p>					

## ANNEXURE-IV

### FINANCIAL BID

To,

Director Panchayati Raj, UP

Lohia Bhawan , Aliganj Lucknow UP.

Name of District- .

#### **Sub: Financial Bid for providing Manpower to the Department of Panchayati Raj, UP**

Dear Sir/Madam,

We, the undersigned, offer to provide the Manpower services for << Selection of Agency for providing manpower Services for Department of Panchayati Raj, Uttar Pradesh.>> in accordance with your Request for Proposal dated [Date] and our Proposal - Technical and Financial Proposals. Our financial Proposal is as follows:

S.No	Category/Payment Head	
1	Prescribed Payment per month	Y
2	Quoted Agency service charges in percentage of Y	X ( in percentage)

1. The Agency will pay the above prescribed amount to their deployed employees. The admissible deductions would be the employee's contribution towards EPF & ESIC (12% and 1.75% of prescribed rates respectively) .DoPR, UP will reimburse for each employee the prescribed payment as above plus the agency charges as finalized ,together with employer's contribution towards EPF and ESIC(13.36% and 4.75% respectively).
2. L-1 is the Agency quoting least value of X. In case two agencies quote the same value of X, the Agency with highest technical score year will be taken as L1-1.



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3. GST would be payable extra to Agency as applicable.
4. Rates must be quoted in Figures and Words both.
5. Bids offered should be unconditional. Conditional bid/bids shall be summarily rejected.

**Your Sincerely**

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation:

## ANNEXURE V

### CV Format for Submission of CVs to the Department.

1.	DESIGNATION			
2.	Proposed Position			
3.	NAME			
4.	DATE OF BIRTH			
5.	NATIONALITY			
6.	PASSPORT DETAILS (Yes/ No. If yes, mention passport number, expiry date )			
7.	TOTAL YEARS OF EXPERIENCE			
8.	No. OF YEARS IN Current Company			
9.	EDUCATION( year in which various qualifications were obtained must be stated)	Year	Degree/Diploma	Institution/ University
10	MEMBERSHIP IN PROFESSIONAL SOCIETIES			
11	OTHER TRAINING & CERTIFICATIONS			
12	COUNTRIES OF WORK EXPERIENCE			
13	LANGUAGE & DEGREE OF PROFICIENCY			
14	SUMMARY OF EXPERIENCE			

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15	SKILL SETS	
16	<b>EMPLOYMENT RECORD</b>	
	FROM – TO	
	EMPLOYER	
	POSITION HELD:	
17	<b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>	
A	<b>NAME OF THE ASSIGNMENT</b>	
	Year	
	Location	
	Client	
	MAIN PROJECT FEATURES	
	POSITIONS HELD	
	ACTIVITIES PERFORMED	
B	<b>NAME OF THE ASSIGNMENT</b>	
	YEAR	
	LOCATION	
	CLIENT	
	MAIN PROJECT FEATURES	
	POSITIONS HELD	
	ACTIVITIES PERFORMED	

## ANNEXURE -VI

### **Bid Clarification Format- Form 4**

TO BE SUBMITTED AND RECEIVED BY THE PURCHASER NO LATER THAN THE DATE GIVEN IN TENDER. THIS FORM IS NOT PART OF THE TECHNICAL OR THE FINANCIAL RESPONSE

Dear Sir,

Following are the Clarifications and Deviations from the Terms and Conditions and Scope of Work against the RFP issued on \_\_\_\_\_ for Selection of Agency to Provide Manpower's under DoPR, Department of Panchayati Raj. These Clarifications are exhaustive. Except these Clarifications all other Terms and Conditions of the Tender are acceptable to us.

S. No.	Section No.	Clause No.	Page No.	Statement of Clarifications	Remarks

Signature of the Authorized Representative:

Name of the Authorized Representative:

Name of the Firm:

Date:

## ANNEXURE – VII

### Post, Qualifications, Remuneration & Experience of the Manpower

<b>DESIGNATION</b>	<b>Peon (Male )</b>
WORK PLACE	Lohia Bhawan , Department of Panchayati Raj – Lucknow
REMUNERATION	Communicated later
EDUCATIONAL QUALIFICATIONS	Eight Pass
EXPERIENCE	01 years of experience in Government / Private organization

<b>DESIGNATION</b>	<b>Lift Man</b>
WORK PLACE	Lohia Bhawan , Department of Panchayati Raj - Lucknow
REMUNERATION	Communicated later
EDUCATIONAL QUALIFICATIONS	He can read and write.
EXPERIENCE	01 years of experience in Government / Private organization
SKILL SETS	Knows how operate lift.

<b>DESIGNATION</b>	<b>Electrician</b>
WORK PLACE	Lohia Bhawan , Department of Panchayati Raj - Lucknow
REMUNERATION	Communicated later
EDUCATIONAL QUALIFICATIONS	Read & Write
EXPERIENCE	05 years of relevant experience in Government / Private organization
SKILL SETS	ITI certificate holder in Electrical

<b>DESIGNATION</b>	<b>Resource Person</b>
WORK PLACE	Lohia Bhawan , Department of Panchayati Raj - Lucknow
REMUNERATION	Rs 18000
EDUCATIONAL QUALIFICATIONS	High School

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EXPERIENCE	10 years of experience in Government / Private organization
SKILL SETS	Basic Knowledge of Computer , MS office & Working with Internet

**Resource Requirement under Finance Commission Cell**

DESIGNATION	Resource Person, PFMS
Work Place	Department of Panchayati Raj, Lohia Bhawan Lucknow
EDUCATIONAL QUALIFICATIONS	B .Tech (IT/CS/ECE) Or MCA OR MBA (IT)
REMUNERATION	Rs 50,000
EXPERIENCE	5 years of relevant work Experience
SKILL SETS	Expertise Knowledge of Public Financial Management System Portal.
Work Description	<p>Fund, Expenditure Management, Analysing financial data, masking of data, XML Query , Processing XML files.</p> <p>Master in Excel (with pivot table, mapping, Excel integrity)</p> <p>Delivering Training on PFMS, Accounting System, Reconciliation of funds.</p> <p>Good knowledge of Reporting System on PFMS</p> <p>Basic knowledge of Networking, Basic knowledge of handling Server, Database.</p> <p>Any other task as assigned by the nodal officer(FFC)</p>

DESIGNATION	Resource Person, MIS
Work Place	Department of Panchayati Raj, Lohia Bhawan Lucknow
EDUCATIONAL QUALIFICATIONS	B .Tech (IT/CS/ECE) Or MCA OR MBA (IT)
REMUNERATION	Rs 50,000
EXPERIENCE	5 years of relevant work Experience
SKILL SETS	Basic Knowledge of Computer, MS office & Working with Internet

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Work Description	<ol style="list-style-type: none"> <li>I. XML and Excel database compilation.</li> <li>II. Monitoring and taking initiative to increase physical and Financial Progress of all schemes under PRI.</li> <li>III. Planning and Designing portal Formats according to the schemes requirement.</li> <li>IV. Provide technical assistance to field-staff of department.</li> <li>V. Any other task as assigned by the nodal officer, FFC.</li> </ol>
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<b>DESIGNATION</b>	<b>Resource Person (Social Services, Monitoring &amp; Evaluation )</b>
Work Place	Lohia Bhawan, Department of Panchayati Raj UP.
QUALIFICATIONS	MBA OR PG in Social Science/ Social Work/ Psychology/ Economics/ Political Science/ PGDRD or equivalent
REMUNERATION	Rs 50,000
EXPERIENCE	8 years of relevant work Experience
SKILL SETS	,Expertise Knowledge in Disbursing of funds to PRIs, IEC, Capacity Building and Basic Knowledge of Computer & Working with Internet
Maximum Age	60 Years
Work Description	<p>Monitoring and evaluating the Government fund disbursed for Schemes to develop Rural Areas.</p> <p>Analysing the effect of schemes and recommending government guidelines accordingly.</p> <p>Monitoring of the implementation of schemes according guidelines.</p> <p>Providing Consultancy to the various Department for their queries related to the PRI.</p> <p>Scheduling training programs to the PRIs members for improving their skills.</p> <p>Letter drafting and documentation.</p>

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<b>DESIGNATION</b>	<b>Computer Operator</b>
WORK PLACE	Lohia Bhawan, Department of Panchayati Raj UP.
REMUNERATION	20000.
EDUCATIONAL	Bachelor Degree in any stream and Certifications in CCC from NIELIT or Equivalent.
EXPERIENCE	3 years of work experience for any Private or Government Organization
SKILL SETS	Basic Knowledge of Computer & Working with Internet , MS office

<b>DESIGNATION</b>	<b>Peon (Male )</b>
WORK PLACE	Lohia Bhawan , Department of Panchayati Raj - Lucknow
REMUNERATION	Communicated later
EDUCATIONAL QUALIFICATIONS	Class 8 pass.
EXPERIENCE	01 years of experience in Government / Private organization

<b>DESIGNATION</b>	<b>Accountant</b>
WORK PLACE	Lohia Bhawan , Department of Panchayati Raj – Lucknow
REMUNERATION	25000
EDUCATIONAL QUALIFICATIONS	Graduation Degree from Commerce (B.Com) and CCC from NIELIT or equivalent.
EXPERIENCE	05 years of experience in Government / Private organization
SKILL SETS	Basic Knowledge of Computer & Working with Internet, MS office and maintaining Balance sheet, ledger and all other account related queries.



## ANNEXURE VIII

### CHECKLIST

S.No	Particulars
1	Bid Cover Letter- Annexure I
2	EMD :UTR RECIEPT
3	Bid Processing Fee : UTR RECIEPT
4	Pre-qualification Bid : Annexure II
5	Technical Proposal : Annexure III
6	Financial Proposal : Annexure IV