

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.



STATE URBAN DEVELOPMENT AUTHORITY, HARYANA (Department of Urban Local Bodies, Haryana)

Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM).

Request for Proposal

RFP No. SUDAH/HR/2021/06

Dated:02.10.2021

Download of RFP document: 02.10.2021

Pre-Bid conference: 06.10.2021

Submission of Online Proposal: 22.10.2021

Opening of Technical Proposal: 25.10.2021

Volume-I: Instruction to the Bidders (Structure of Proposal & Bid Process Specifications)

Released by:

**STATE URBAN DEVELOPMENT AUTHORITY, HARYANA
(Department of Urban Local Bodies, Haryana)
Bays No. 11-14, Sector-4, Panchkula.**

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Disclaimer

1. This Request for Proposal ("RFP") is issued by State Urban Development Authority, Haryana (SUDA,H).
2. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the SUDA, H or any of its employees or advisors, is provided to Bidders, on the terms and conditions set out in this RFP.
3. This RFP is not a Contract and is neither an offer nor invitation by the SUDA, H to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals in pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SUDA,H in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SUDA,H its employees or advisors to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct his own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SUDA,H accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The SUDA,H its employees and advisors make no representation or warrants and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
5. The SUDA,H also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this RFP.
6. The SUDA,H may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the SUDA,H is bound to select a Bidder or to appoint the Selected Agency, as the case may be, for this project and the SUDA,H reserves the right to reject all or any of the proposals, without assigning any reason whatsoever.
7. The SUDA,H or its authorized officers reserve the right, without prior notice, to change the procedure for the selection of the Successful Bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the Project, without assigning reasons thereof.
8. The RFP Document does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. This RFP Document

is not intended to provide the basis for any investment decision and each Bidder must make its/their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by the SUDA,H to give any information or to make any representation not contained in this RFP Document.

9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation and expenses associated with any demonstrations or presentations which may be required by the SUDA,H or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and the SUDA,H shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder, in preparation for submission of the Proposal, regardless of the conduct or outcome of the selection process.

Invitation to Proposal

State Urban Development Authority, Haryana (SUDA,H) hereby invites Proposals from proprietorship/ partnership firm or company of reputed Manpower Providing Agency who meet the minimum eligibility criteria as specified in this bidding document for the **“Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM)”**. The complete bidding document is available on <https://www.etenders.hry.nic.in>. Estimated cost of the bid is Rs.09,00,00,000/- (Rs. Nine Crore only)

Bidder is advised to study this RFP document carefully before submitting its proposal in response to the RFP Notice. Key dates of the RFP are as under:-

RFP No. SUDAH/HR/2021/06:	Dated: 02.10.2021
Cost of tender Document	Rs. 20,000/- (To be deposited online)
Online Service charges	Rs. 1,180/- (To be deposited online)
Earnest money Deposit	Rs. 18,00,000/- (to be deposited in the form of Bank Guarantee)
Start date for RFP Download	02.10.2021 (09:00 am)
Date of Pre-Bid conference:	06.10.2021 (03:30 pm)
Last date for RFP Download	18.10.2021 (03:00 pm)
Last date of online submission of bid:	22.10.2021 (04:00 pm)
Date of opening of technical bid:	25.10.2021 (04:00 pm)
Date of opening of Financial Bids	To be declared accordingly

Note:- While making the EMD payment, the bidder is required to select YES under exemption column and has to upload the copy of Bank Guarantee/MSME Udyam Registration Certificate (as defined in note2 of Clause 2.11 of volume-I) against the provided column.

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Datasheet

SL. No	Information	Details
1.	RFP Issuing Authority	State Urban Development Authority, Haryana (SUDA,H)
2.	RFP Issue Date	02.10.2021
3.	Availability of RFP documents	The RFP document can be downloaded from the e-Tendering Portal: https://www.etenders.hry.nic.in
4.	Non-Refundable Tender Cost	INR 20,000/- (Indian Rupees Twenty Thousand only) to be paid at e-Tendering Portal: https://www.etenders.hry.nic.in
5.	Non- Refundable e-Service Charges	INR 1,180/- (Indian Rupees One Thousand One Hundred and Eighty only) to be paid at e-Tendering Portal: https://www.etenders.hry.nic.in
6.	Earnest Money Deposit (EMD)	INR 18,00,000/- (Indian Rupees Eighteen Lakhs only) in form of Bank Guarantee as per format provided in Annexure of this volume of the RFP. Note:- While making the EMD payment, the bidder is required to select YES under exemption column and has to upload the copy of Bank Guarantee/MSME Udyam Registration Certificate (as defined in note-2 of Clause 2.11 of volume-I) against the provided column.
7.	Start Date of downloading RFP and publication of tender	Date: 02.10.2021 Time: 09:00 am
8.	Last Date and Time for submission of Pre-bid Queries for Clarifications	Date: 06.10.2021 Time: 01:00 pm
9.	Date, Time and Venue of Pre-bid Conference	Date: 06.10.2021 Time: 03:30 pm Venue: Directorate of Urban Local Bodies, Bays No.11-14, Sector-4, Panchkula.
10.	Portal where responses to Pre-bid Queries shall be published	https://www.etenders.hry.nic.in
11.	End Date and time of downloading the RFP Document	Date: 18.10.2021 Time: 03:00 pm
12.	End Date and Time for submission of online bids	Date: 22.10.2021 Time: 04:00 pm Online submission of Proposal: https://www.etenders.hry.nic.in
13.	End date and time for the submission of Manual Document (Envelop-A)	Date: 25.10.2021 Time: 01:00 pm Physical submission of physical documents (Envelope-A only). Mission Director, State Urban Development Authority, Haryana (SUDA,H) Bays 11-14, Sector-4, Panchkula, Haryana-134112.
14.	Date, Time and Venue of opening of technical Proposal received in response to this RFP	Date: 25.10.2021 Time: 04:00 pm Mission Director, State Urban Development Authority, Haryana (SUDA,H), Bays 11-14, Sector-4, Panchkula, Haryana-134112.
15.	Project period	Initially for Two years, but extendable upto maximum one year as mutually agreed on the same terms & conditions.
16.	Physical Submission in Envelope-A	<ul style="list-style-type: none"> • Proof of payment of RFP Document Fees at e-Tendering Portal • Proof of payment of e-Services Charges at e-Tendering Portal • Bank Guarantee of EMD (Original) • Power of Attorney authorising the person for signing, submitting the bid.
17.	Technical Proposal in Envelope-B	<ul style="list-style-type: none"> • Response to Pre-Qualification Criteria along with the required supporting documents and all relevant Forms. • Response to Technical Evaluation Criterion along with the required supporting documents. • Technical Proposal along with the required supporting documents and all relevant Forms. NOTE: To be submitted online only.
18.	Language	Proposals should be submitted in English only.
19.	Name and Address for communication	Mission Director, State Urban Development Authority, Haryana (SUDA,H) (Directorate of Urban Local Bodies, Haryana), Bays 11-14, Sector-4, Panchkula, Haryana-134112. Ph. No.: 0172-2560316, 9888555522 e-mail: suda.haryana@yahoo.co.in
20.	Bid validity	Proposals must remain valid up to 180 (One Hundred and Eighty) days from the Last Date of submission of the Bid.
21.	Method of Selection	The method of selection is L-1.

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.

Note: In case of holiday, the date of submission of manual documents (Envelope-A) and opening of technical bid shall be next working day.

Definitions / Acronyms

SL. No.	Term / Acronyms	Description
1.	SUDA,H	State Urban Development Authority, Haryana.
2.	Work	Complete Scope of Work (SoW).
3.	Agency	An employment/manpower providing agency that is incorporated/ registered as proprietorship/ partnership firm or as company of repute under the relevant Act.
4.	Agency's Representative	The person duly authorized by the agency responsible for all contractual aspects of the Contract on behalf of the Agency.
5.	Agency's Personnel	Any person instructed pursuant to this Contract to undertake any of the Agency's obligations under this Contract, including the Agency's employees, agents and sub-consultants.
6.	Client	Mission Director, State Urban Development Authority, Haryana
7.	Client's Representative	Any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
8.	Agreement	The Agreement entered between the Client and the Agency, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
9.	GCC	General Conditions of the Contract.
10.	SCC	Special Conditions of Contract.
11.	Effective Date	The date on which the Agreement for this RFP comes into effect.
12.	EMD	Earnest Money Deposit.
13.	SLA	Service Level Agreement; Performance and Maintenance SLA table executed as part of the Master Service Agreement;
14.	e-Procurement portal	Means the Government of Haryana electronic tendering system listed at https://www.etenders.hry.nic.in
15.	GoI	Government of India.
16.	HO	Head Office.
17.	RFP	Request for Proposal.
18.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work.
19.	Bidder	The "Bidder" should be an entity that shall be eligible for bidding as per the criteria set forth in this RFP.

SECTION – 1: INTRODUCTION

1. Introduction

Project Background

The State Urban Development Authority, Haryana(SUDA,H), was constituted by Haryana Government in 1991 for the purpose of identification of urban poor families and implements various urban poverty eradication programmes launched by Govt. of India and Haryana Government from time to time. Presently, the SUDA,H is State Level Nodal Agency (SLNA) for implementation/monitoring the schemes of Integrated Housing & Slum Development Programme (IHSDP), National Urban Livelihood Mission (NULM) and identification of families living Below Poverty Line (BPL) in urban areas.

Through this Request for Proposal (RFP), the SUDA,H intends to invite Technical & Financial Proposals/bids through online system for selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM)on fixed monthly remuneration. The number of Experts/Specialists required at State and town level is as detailed in **Scope of Work in Volume 2 of this RFP.**

1.1. Structure of RFP

State Urban Development Authority, Haryana (SUDA,H) invites online bids from eligible parties (hereafter referred as "Bidders") for Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM). The number of Experts/Specialists required at State and Town level is as detailed in **Table-1 (Scope of Work).**

This Request for Proposal (RFP) document comprises of the following three volumes:

RFP Volume-1: Instruction to the Bidders (Structure of Proposal and Bid Process Specifications)

Volume-1 consists of details the instructions with respect to the Bid Process Management, Technical Evaluation Frame-work, and Forms required for submission of the Bid (Pre-Qualification, Technical and Financial).

RFP Volume 2: Scope of Work (Structure of Proposal and Bid Process Specifications)

Volume-2 of the RFP provides information regarding the Scope of Work including Services to be covered and corresponding documentation, Scope of Work for the Selected Agency and Functional Requirements.

RFP Volume 3: Master Service Agreement (Structure of Proposal & Bid Process Specifications)

Volume-3 contains the Service Level Agreements, contractual and Legal Terms and Conditions applicable for the proposed engagement.

Bidders are expected to respond to the requirements as completely and in as much relevant detail as possible and focus on demonstrating Bidders' suitability to be selected. Bidders are expected to examine all instructions, Forms, Terms and Conditions, Project Requirements and other information provided in all volumes of this RFP. Failure to furnish all information required as specified in this RFP document or submission of a proposal not substantially responsive to this RFP document in every respect shall be at the Bidders' risk and may result in rejection of their proposal submitted.

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SECTION – 2: INSTRUCTIONS TO BIDDERS

2. Instructions to Bidders

2.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by the Successful Bidder may be treated as contractually binding on the Bidder after successful award of the engagement is made on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the SUDA,H. The SUDA,H may cancel this public procurement at any time prior to a formal written agreement being executed by or on behalf of the SUDA,H.
- d) This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
- e) The SUDA,H invites proposals ("Bids") to this Request for Proposal ("RFP") from prospective Bidders for **"Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM)"**. The number of Experts/Specialists required at State and Town level with technical, operational and hand holding support for **87** ULBs of Haryana (Municipal Corporations/Councils/Committees) as described in the Scope of Work in Volume 2 of this RFP.
- f) The tenure of the Contract of the Successful Bidders shall be as defined in the Scope of Work in Volume 2 of this RFP.
- g) Except documents to be submitted manually, no other document will be considered in case, submitted manually.
- h) Bidders are advised to study the tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document (including all its three volumes) with full understanding of its implications.

2.2. Eligible Bidders

Consortium/Joint Venture is not allowed.

The Bidder must be a proprietorship/ partnership firm or a company of reputed Manpower Providing Agency which has the capabilities to deliver the entire scope as mentioned in the RFP. The Bidder cannot bid as a part of any other consortium bid under this RFP.

The Bidder shall have the responsibility of ensuring the delivery of equipment and services mentioned in all volumes of this RFP. In addition, the Bidder shall be authorized to incur liabilities and receive instructions for the Bidding Agency. Entire execution of the Contract, including payment, shall be conducted exclusively with the Bidder.

2.3. Pre – Qualification Criteria:

S. N	CRITERIA	SUPPORTING DOCUMENTS												
1	The bidder Agency should be a proprietorship/partnership firm or a company of repute duly registered under the relevant Act and should have been in existence for last five years as on 31.03.2020.	<ul style="list-style-type: none"> Copies of certificates of incorporation/registration and registration as professional manpower service provider agency as per Annexure 7.2.2 (In case of Proprietorship, bidder is expected to submit their PAN details and any other relevant documents in support) Copy of certificate of commencement of business/ work order of earliest work issued to the company/Firm. 												
2	The bidder Agency must have valid PAN, GST,EPF and ESI Numbers (as on last date of submission)	<ul style="list-style-type: none"> Self-attested copies of registration number(s) as per Annexure 7.2.2 												
3	Bidder must not be under a declaration of ineligibility/ banned/blacklisted by any State or Central Government/any other Government institution in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.	<ul style="list-style-type: none"> Letter (on letter-head) signed by authorized signatory/ies of Bidder as per Annexure 7.1.3. 												
4	Bidder must have an average annual turnover of Rs. 3 Crore in last 3 financial years (FY. 2017-18, 2018-19 and 2019-20) as per format prescribed in Annexure. NOTE: For the purpose of this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.	Average annual Turnover of last three financial years 2017-18, 2018-19 and 2019-20) certified by Chartered Accountant along-with audited financial statements for the last three financial years 2017-18, 2018-19 and 2019-20) as per Annexure 7.2.4.												
5	The bidder Agency should have registration with competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under/ amended from time to time.	<ul style="list-style-type: none"> Self-attested copies of registration certificate as per Annexure 7.2.2 												
6	The Agencies should have the following experience of completion of similar works in Central/State Government Departments, statutory entities, autonomous institutions, public sector undertakings (PSUs) of the Government of India or any State Government as given below:- At-least three similar projects of minimum Rs. 3.60 Cr. each completed/phase completed in last 3 years (FY. 2017-18, 2018-19 and 2019-20). (For phase completed projects, billing of minimum Rs. 3.60 Cr. shall have been done) OR At-least two similar projects of minimum Rs. 4.5 Cr. each completed in last 3 years (FY. 2017-18, 2018-19 and 2019-20). (For phase completed projects, billing of minimum Rs 4.5 Cr. shall have been done) OR At-least one similar projects of minimum Rs. 7.20 Cr. each completed in last 3 years (FY. 2017-18, 2018-19 and 2019-20). (For phase completed projects, billing of minimum Rs.7.20 Cr. shall have been done) Note: Similar work here means the qualified and experienced manpower as required for this RFP.	<p>Copy of work order/Contract agreement + Completion Certificates from the client OR Copy of work order/Contract agreement + Phase Completion Certificate from client as per Annexure 7.2.5 + proof of billing for on-going projects duly certified by CA as per Annexure 7.2.5</p> <p>(Only those experiences that qualifies shall be provided and also attach the copy of extensions for the running projects)</p>												
7	Manpower providing agency should have a management team of minimum five professionals as under:	<ul style="list-style-type: none"> Complete details and CVs of qualified manpower as per Annexure - 7.2.6 and 7.2.6.1. (Please attach the copy of degree of team professionals) 												
	<table border="1"> <thead> <tr> <th>Position</th> <th>Educational qualification</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>M.B.A.</td> </tr> <tr> <td>HR Manager</td> <td>M.B.A.</td> </tr> <tr> <td>Finance Manager</td> <td>M.com/ MBA/ CA/ ICWA</td> </tr> <tr> <td>MIS Manager</td> <td>Postgraduate in Computer Science or Computer Application.</td> </tr> <tr> <td>Liaison Manager</td> <td>Post Graduate in any Discipline</td> </tr> </tbody> </table>	Position	Educational qualification	Team Leader	M.B.A.	HR Manager	M.B.A.	Finance Manager	M.com/ MBA/ CA/ ICWA	MIS Manager	Postgraduate in Computer Science or Computer Application.	Liaison Manager	Post Graduate in any Discipline	
Position	Educational qualification													
Team Leader	M.B.A.													
HR Manager	M.B.A.													
Finance Manager	M.com/ MBA/ CA/ ICWA													
MIS Manager	Postgraduate in Computer Science or Computer Application.													
Liaison Manager	Post Graduate in any Discipline													

NOTE: Bidder shall highlight all important details required for this PQ criteria in their documentation submitted.

2.4. Sub – Contracting and Outsourcing

Sub-contracting and outsourcing shall **NOT** be allowed as part of this Project.

2.5. Bidder to Inform

Bidder shall be deemed to have carefully examined the Scope of Work, Terms and Conditions, Service levels, Specifications and other information published in all three volumes of this RFP. If a Bidder has any doubts regarding the meaning of any portion of the presented Scope of Work, Terms and Conditions, Specifications or any other information then they shall, before the Last Date for submission of Pre-bid Queries for Clarification, set forth the particulars thereof, and submit them to the SUDA,H in writing in order that such doubt may be removed.

2.6. Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, Forms, Terms and Conditions, Requirements and other information published in these RFP documents carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the entire RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP;
 - ii. Follow the format of documentation specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.
- c) For all the components, wherever applicable, Bidder shall be required to provide datasheets of relevant products.

2.7. Proposal Preparation Costs

- a) Bidder shall be responsible for all costs incurred in connection with participation in the procurement process in regards with this RFP, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SUDA,H to facilitate the Bid Evaluation process and in negotiating a definitive contract or all such activities related to the bid process.
- b) The SUDA,H will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

2.8. Pre-Bid Meeting and Clarifications

2.8.1. Bidders Queries

- i. Any clarification regarding the RFP document and any other items related to this Project/engagement can be submitted to the SUDA,H as per the submission method and in accordance with timelines specified in the Datasheet.
- ii. Any requests for clarifications after the indicated Date and Time shall **NOT** be entertained by the SUDA,H. Further, the SUDA,H reserves the right to issue clarifications to Pre-bid Queries for Clarifications received.
- iii. Pre-bid Queries for Clarifications of only those Bidders shall be considered who submit the same through e-mail provided in the Datasheet. Pre-bid Queries for Clarifications received through any other medium shall **NOT** be considered for issuing clarifications.
- iv. It shall be **MANDATORY** to submit Pre-bid Queries for Clarifications in; both, PDF and Excel format (editable), along with Name and details of the Organization submitting the Pre-bid Queries for Clarifications as specified below.
- v. Format for submission of Pre-bid Queries for Clarifications:

Name of Person(s) Representing the Company/Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax

S. No	RFP Document Reference (s) (Volume No., Page No. and Section No.)	Content of RFP requiring Clarification	Points of Clarification
1.			
2.			
3.			
4.			

- vi. Bidders shall ensure that there is no difference between the Pre-bid Queries for Clarifications submitted in PDF and Excel format (editable). Pre-bid Queries for Clarifications that have a difference between the PDF and Excel format (editable) shall NOT be considered for issuing clarifications.

2.8.2. Pre-Bid Conference

The SUDA,H shall hold a pre-bid meeting with the prospective bidders as specified in the Datasheet.

2.8.3. Response to Pre-Bid Queries and Issue of Corrigendum

- a) The SUDA,H will publish their responses to the Pre-bid Queries for Clarifications after the Pre-bid Conference.
- b) The SUDA,H will endeavour to provide timely response to all Pre-bid Queries for Clarifications received. However, the SUDA,H makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the SUDA,H undertake to answer all the Pre-bid Queries for Clarifications that have been posed by the Bidders.
- c) At any time prior to the Last Date of submission of Bids, the SUDA,H may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the RFP document through a Corrigendum.
- d) The Corrigendum (if any) and Clarifications to the Pre-bid Queries from all Bidders shall be published on the e-Tendering Portal.
- e) Any such Corrigendum shall be deemed to be incorporated into this RFP.
- f) In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, the SUDA,H may, at its discretion, extend the Last Date of submission of Bids.
- g) Notifications regarding extensions, Corrigendum, will be published on the e-Tendering Portal specified in the Datasheet and there shall be no paper advertisement.

2.9. Bid Validity Period

Bid shall remain valid for the time period specified in the Datasheet. In exceptional circumstances, at its discretion, the SUDA,H may solicit the Bidder’s consent for an extension of the Validity Period. The request and the response to such solicitation shall be made in writing by Bidders.

2.10. Firm Prices

- a. Rates/Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b. Commercial Bid shall solicit prices without Goods & Service Tax (GST) and GST applicable on the prices quoted (calculated in accordance with applicable laws at the time of bidding).
- c. The taxes quoted in the offer should be as per the prevailing tax rates. Any subsequent increase in the tax rates or introduction of new tax shall be compensated to System Integrator.
- d. All payments to System Partner shall be subject to deduction of taxes at source as per applicable laws at the time of payment.
- e. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.

2.11. Bid Prices

1. The Financial Bid shall be submitted as Composite Agency Charges. The Composite Agency Charges of the bidder Agency should be quoted in percentage (%) terms only on total monthly remuneration to be paid for manpower deployed by the Agency. The amount so quoted should include all costs and liabilities of the bidder Agency, but shall not include Goods & Service Tax (GST) and cesses levied on GST. The monthly fixed remuneration to be payable to each designation of manpower is indicated in Table-1 of Scope of Work appended with Terms of Reference.
2. In cases where the bidder Agency has submitted "NIL" Composite Agency Charges over and above the remuneration payable to the manpower then the bid shall be treated as unresponsive and will not be considered in terms of the provision of Ministry of Finance, Department of Expenditure O.M NO. 29(1)/2014-PPD, dated 28th January, 2014.
3. Further, as per clarifications No. 43/5/2001-5 GS-II, dated 10.02.2015 of the office of Chief Secretary, Govt. of Haryana, the financial bid/ proposal of the agency quoting Composite Agency Charges (service charges) @ 2% or less quoted shall be declined.
4. The Bidders shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidders an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by SUDA,H. The Bidders shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidders to fully meet all the requirements of the tender documents.
5. If at any stage, during the contract, if SUDA,H identifies that the approach/ project plan/ schedule/ work conducted does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of Tender, the Bidders shall revise the required work plan/approach/quality of work as required. No additional cost shall be reimbursed for the bidder for the same.
6. The Composite Agency Charges would be inclusive of all taxes (except GST and Cess on GST), duties, charges and levies/ payable under respective statutes.

NOTE:

1. Sub-contracting of any part of the project is not permitted.
2. All MSEs as defined in Haryana State Public Procurement Policy for MSMEs notified vide GO No. 2/2//2016- 4IBII (1), dated 20.10.2016 and amended from time to time are exempted from payment of tender fee subject to the fulfilment of the conditions as per the eligibility. Further relaxation as mentioned in GO No. 2/2//2016- 4IBII (1), dated 20.10.2016 will also be applicable.

2.12. Language

The proposal should be filled by Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language shall be provided. The translation shall be duly attested by the relevant the Bidder submitting the documentary evidence. For purposes of interpretation of documents, the English translation shall govern.

SECTION – 3: KEY REQUIREMENTS OF BID

3. Key Requirements of the Bid

3.1. Right to Terminate the Process

- a) The SUDA,H may terminate the procurement process at any time and without assigning any reason. The SUDA,H makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the SUDA,H. Bidder's participation in this process may result in the SUDA,H selecting the Bidder to engage towards execution of Contract.

3.2. RFP Document Fees and Purchase of RFP Document

- a) Bidders shall download the RFP document from the e-Tendering Portal as mentioned in the Datasheet provided in this volume of the RFP. Downloading of the RFP documents shall be carried out strictly in accordance with instructions provided on the e-Tendering Portal.
- b) RFP Document Fee shall be paid online as specified in the Datasheet provided in this volume of the RFP. Instructions required to make payment of RFP Document Fee shall be available on e-Tendering Portal.
- c) Bidders are advised to maintain a copy of payment of their RFP Document Fee for future reference.
- d) Without the payment of the RFP Document Fee at the e-Tendering Portal, Bids shall be construed as incomplete and non-responsive, and shall not be considered for further evaluation– i.e. such Bids shall be rejected.
- e) RFP Document Fee is non-refundable. No exemption shall be granted to any category of Bidders (except MSMEs as relaxation given by State Govt.) from submitting the Document Fee.

3.3. E-Tendering Portal e-Service Charges

- a) Bidders shall be required to pay e-Tendering Portal, e-Service Charges as specified in the Datasheet provided in this volume of the RFP along with their Bids. Bidders shall note that e-Tendering Portal e-Service Charges have to be paid with every Bid submitted by the Bidder on the e-Tendering Portal specified in the Datasheet provided in this volume of the RFP.
- b) Payment of e-Tendering Portal e-Service Charges shall be through online mode at the facility made available on e-Tendering Portal.
- c) Instructions required to make payment of e-Tendering Portal e-Service Charges shall be available on e-Tendering Portal.
- d) Bidders are advised to maintain a copy of payment of their e-Tendering Portal e-Service Charges for future reference.
- e) E-Tendering Portal e-Service Charges are non-refundable and shall not be exempted for any category of Bidders (except MSMEs as relaxation given by State Govt.).

3.4. Earnest Money Deposit (EMD)

- a) EMD of value specified in Datasheet provided in this volume of the RFP shall be paid in the form of Bank Guarantee as per format provided in Annexure-7.1.2 of this volume of the RFP. No exemption shall be granted to any category of Bidders (except MSMEs as relaxation given by State Govt.) from submitting the EMD. EMD in any other form/format will **NOT** be entertained.
- b) Bidders shall submit hardcopy (in original duly certified by the concerned bank) of the EMD Bank Guarantee as specified in the Datasheet provided in this volume of

the RFP and softcopy of the same shall be uploaded online at the e-Tendering Portal as part of the proposal that are submitted by Bidders in response to this RFP. The EMD is required to protect the SUDA,H against the risk of Bidders conduct, which would warrant the EMD forfeiture.

- c) EMD Bank Guarantee shall be valid for at least 180 days after the Last Date of submission of Bid. Bank Guarantees submitted as EMD shall be verified independently by the SUDA,H in writing from respective Banks under intimation of bidder(s) before finalisation of results of Technical Evaluation. In the event of not receiving a confirmation of issue of the Bank Guarantee by respective Bank within 15 days of issue of letter, bids of such bidders shall stand disqualified.
- d) EMD of Bidders declared non-responsive in Preliminary Examination of Bids will be returned within 30 days after completion of Preliminary Examination of Bids.
- e) EMD of technically disqualified Bidders would also be returned within 07 days after notification of results of Technical Evaluation.
- f) EMD of all unsuccessful bidders (after Commercial Bid Evaluation) would be refunded by the SUDA,H within 07 days of signing of Contract/Agreement.
- g) EMD of the successful bidder would be returned upon submission of Performance Bank Guarantee and signing of Contract Agreement, by the Successful Bidder.
- h) EMD shall be interest free and shall be refundable to Bidders without any accrued interest on it.
- i) In case a Bid is submitted without the EMD, then the SUDA,H will reject the Bid without providing opportunity for any further correspondence to the concerned Bidder.
- j) The EMD may be forfeited in case:
 - A Bidder withdraws their Bid during the period of Bid Validity.
 - Bidder fails to provide required information during the Bid/Evaluation process or is found to be non-responsive.
 - If the Successful Bidder fails to provide the Performance Bank Guarantee as specified at the time of signing of the Agreement.
 - If the Successful Bidder fails to sign the Agreement in accordance with this RFP within 21 days from the issue of Letter of Intent (LOI) by the SUDA,H.

Note:- While making the EMD payment, the bidder is required to select YES under exemption column and has to upload the copy of Bank Guarantee/MSME Udyam Registration Certificate (as defined in note2 of Clause 2.11 of volume-I) against the provided column.

3.5. Submission of Proposal

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - Physical submission of documents listed in this volume of the RFP.
 - Pre-Qualification Proposal (Online submission at e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP)
 - Technical Proposal (Online submission at e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP)
 - Commercial Proposal (Online submission at e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP)
- b) Please note that prices/discounts/financial counter-offers/reference to Commercial Model shall not be indicated in the Technical Proposal. These details shall be indicated in the Commercial Proposal **ONLY**.

3.6. Authentication of Bids

- a) The Proposal should be accompanied by the Power of Attorney authorising the person for signing, submitting the bid Hardcopy of the afore-specified Power of

Attorneys shall be submitted as specified in the Datasheet and the softcopy of the same shall be uploaded online at the e-Tendering Portal as part of the Proposal that are submitted by Bidders in response to this RFP.

3.7. Bidders Authorization

- a) "Bidder/(s)" as used in this RFP document shall mean the one who has signed the Bid/ Proposal document/Tender Forms. The Bidder/(s) may be either the Principal Officer or his/her duly Authorized Representative. In either cases, he/she shall submit a Power of Attorney to substantiate his/her position as Bidder on behalf of the Bidding Entity. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the Principal Officer or his/her duly Authorized Representative and whose Power of Attorney has been submitted as part of the Proposal in response to this RFP and in accordance with the instructions specified in this RFP.
- b) Authorization shall be indicated by the Bidding Entity in written through a Power of Attorney accompanying the Bid.
- c) Any change in the Principal Officer or his/her duly Authorized Representative appointed as "Bidder" by the Bidding Entity shall be intimated to the SUDA,H in advance.

3.8. Amendment of RFP

- a) At any time prior to the Deadline (Last Date and Time) for submission of Bids, the SUDA,H, for any reason, may modify the RFP by amendment. Such amendments/(s) shall be notified to all Bidders by publishing the same on e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP. There shall be **NO** written or email communication/advertisement in newspapers in respect to amendments to this RFP. It shall be the prospective Bidders' responsibility to check the e-Tendering portal for any amendments to this RFP until the Last Date and Time for submission of Bids.
- b) Any amendment/(s) to this RFP shall be binding on all Bidders.
- c) The SUDA,H at its discretion, may extend the Deadline (Last Date and Time) for submission of Bids. There shall be **NO** written or email communication/advertisement in newspapers in respect to amendments to this RFP. It shall be the prospective Bidders' responsibility to check the e-Tendering portal for any amendments to this RFP until the Last Date and Time for submission of Bids.
- d) The SUDA,H reserves the right to change the Scope of Work before opening of the Commercial Bids. In this case, the SUDA,H will release a Corrigendum/Clarification and request the technically qualified Bidders to resubmit their Commercial Bids. Such Corrigendum/Clarification shall be notified to all technically qualified Bidders through email to Authorized Signatory of the Member and by publishing the same on e-Tendering Portal as specified in the Datasheet provided in this volume of the RFP. There shall be **NO** advertisement in newspapers in respect to Corrigendum/Clarification related to change of Scope of Work before opening of Commercial Bids.

3.9. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements, and Terms & Conditions specified in this RFP. **NO** Deviations and Exclusions to the RFP are allowed.

3.10. Local Conditions

- a) It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors which would have any effect on the performance of the contract and/or the cost.

- b) Bidders are expected to obtain for themselves, on their own responsibility, all relevant information that may be necessary for preparing the Bid and entering into Contract. Obtaining such information shall be at Bidders' own cost.
- c) Failure to obtain the information necessary for preparing the Bid and/or failure to perform activities that may be necessary for the providing services before entering into Contract will in no way relieve the Successful Bidder from performing any work in accordance with these RFP documents.
- d) It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of Contract as described in these RFP documents. The SUDA,H shall not entertain any request for clarification / relaxation from Bidders regarding such conditions.
- e) It is the responsibility of Bidders that such factors have properly been investigated and considered while submitting the Bid Proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under these RFP documents will be entertained by the SUDA,H and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the SUDA,H on account of failure of Bidders to appraise themselves of local laws and site conditions.

3.11. Venue and Deadline for Submission of Proposals

- a) Bids/Proposals, in their complete form and accurate in all respects as specified in this RFP, must be submitted online to the SUDA,H at the e-Tendering Portal specified in the Datasheet provided in this volume of the RFP.
- b) Submission of physical documents shall be in accordance with details specified in this RFP, and shall be at the venue and as per timeline specified in the Datasheet provided in this volume of the RFP.

3.12. Late Bids

- a) Bids submitted after the Last Date and Time of Submission of Bids specified in the Datasheet provided in this volume of the RFP (including the extended period through Amendment / Corrigendum; if any) will not be accepted by the e-Tendering Portal (specified in the Datasheet provided in this volume of the RFP) and hence will automatically be rejected. The SUDA,H shall not be responsible for any delay in the online submission of Bids.
- b) Documents requiring physical submission received after the Last Date and Time of Submission of Bids specified in the Datasheet provided in this volume of the RFP (including the extended period through Amendment/Corrigendum; if any) for any reason whatsoever, shall not be entertained. SUDA,H shall **NOT** be responsible for any postal delay or non-receipt/non-delivery of the documents. Bidders are shall ensure that an acknowledgment for documents submitted physically is received by them upon submission of documents. Bidders are further expected to maintain this acknowledgement throughout the Bid Evaluation process.
- c) Bids submitted by any method other than that specified in this RFP (including telex/telegram/fax/e-mail etc.) shall not be considered for Bid Evaluation process. No correspondence will be entertained on this matter.
- d) The SUDA,H reserves the right to modify and amend any of the afore-specified condition/criterion depending upon project priorities vis-à-vis urgent commitments.

3.13. Modification and Withdrawal of Bids

- a) **NO** Bid may be altered/modified after submission to the SUDA,H. Unsolicited correspondences in this regard from Bidders will not be considered.

- b) **NO** Bid may be withdrawn in the interval between the Last Date of submission of Bids and the expiry of the Bid Validity Period specified by the Bidders in their Bids.
- c) Withdrawal of Bids during this interval may result in forfeiture of the respective Bidder's EMD.

3.14. Reveal of Prices

- a) Prices/discounts/financial counter-offers/reference to Commercial Model shall **NOT** be revealed in any form or for any reason before opening the Commercial Bid.
- b) In case a price change/change to any other financial factors is envisaged by the SUDA,H on account of any Corrigendum/Clarification issued by them after Last Date of submission of Bids, revised Commercial Bids will be called from all technically qualified Bidders by the SUDA,H.

3.15. Address of Correspondence

- a) Bidders shall designate the Authorized Signatory as the Contact Person to whom all correspondences shall be sent. For purpose of this RFP, Authorized Signatory of the bidder shall be designated Contact Person with whom all correspondences shall be conducted.
- b) Contact details including official mailing address, phone number, mobile number and e-mail ID of the designated Contact Person to whom all correspondence shall be sent by the SUDA,H shall be specified in the Bid submitted by the Bidder in response to this RFP.

3.16. Contacting the SUDA,H

- a) **NO** Bidder shall contact the SUDA,H on any matter relating to their Bid in response to this RFP, from the time of Technical Bid Opening to till the time Contract is awarded to the Successful Bidder.
- b) Any effort by Bidders to influence the SUDA,H's Bid Evaluation process, Bid comparison or Contract Award decisions shall result in the rejection of the respective Bidders' Bids.

3.17. Bidder-related Conditions

- a. The bidder shall prepare the bid based on details provided in the RFP documents. It must be clearly understood that the quantities and specifications that are included in the RFP document are intended to give the bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by the SUDA,H.
- b. The bidder is expected to ensure that the bid proposed by him meets the functional requirements, conceptual design, performance requirements and other RFP requirements. Performing of any activity required to design an optimal solution shall be at bidder's own cost.
- c. The bidder shall carry out the sizing of the solution based on internal assessment and analysis, which may include the use of modelling techniques wherever necessary.
- d. The bidder must propose a solution best suited to meet the requirements of the SUDA,H. If, during the sizing of the solution, any upward revisions of the specifications and/or quantity as given in this RFP document, are required to be made to meet the conceptual design and/or requirements of RFP, all such changes shall be included in the technical proposal and their commercial impact, thereof, included in the commercial bid.
- e. If, during the sizing of the solution, any additional product that is not listed in the RFP document is required to be included to meet the conceptual design, performance requirements and other requirements of RFP, all such product(s) should be included by

the bidder in the technical proposal and their commercial impact, thereof, included in the commercial bid.

- f. SUDA,H will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Tendering process.
- g. If at any stage during the currency of the contract, the solution proposed does not meet the functional requirements, conceptual design, performance requirements/SLA, and other requirements of RFP, the bidder shall revise the required specifications and/or quantities as proposed by the bidder in his bid in order to meet the said objectives/targets. All such provisions shall be made by the bidder within the contract price, at no extra cost to SUDA,H and without any impact to SUDA,H whatsoever.
- h. It is mandatory to provide the break-up of all components in the format specified in the RFP. In no circumstances shall the commercial bid be allowed to be changed/modified.
- i. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery charges and any other charges as applicable. Any other charges as applicable shall be borne by the Bidder.

3.18 Bid Submission

1. Bidder should do Online Enrolment in the e-tendering Portal. The Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities.
2. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
3. The SUDA,H will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
4. The bidder must submit the bid documents in online mode only, through the e-tendering portal.
5. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
6. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

3.19 Contents of Bid on e-Tendering Portal

Section #	Envelop Reference	Response
1	Physical Submission of Envelope-A (at Venue indicated in Datasheet, prior to Last Date and Time of submission of Bid)	<ul style="list-style-type: none"> • Proof of payment of RFP Document Fees at e-Tendering Portal • Proof of payment of e-Tendering Portal e-Services Charges at e-Tendering Portal • Bank Guarantee of EMD in the form of Bank Guarantee (Original) • Power of Attorney in the name of the person executing the Bid, authorizing the Signatory of Member (Original)
2	Technical Envelope online only	<ul style="list-style-type: none"> • Response to Pre-Qualification Criteria along with the required supporting documents and all relevant Forms. • Response to Technical Evaluation Criterion along with the required supporting documents. • Technical Proposal along with the required supporting documents and all relevant Forms.
3	Commercial Envelope Online only	<ul style="list-style-type: none"> • Commercial Bid Covering Letter indicating Composite Agency Charges in percentage (%)

NOTE: Bidders shall adhere to all formats and instructions provided in this volume of the RFP. In case of deviations in formats, section headings and any other instructions provided, Bids submitted by Bidders shall be liable to be treated as non-responsive.

3.19.1 Physical Submission

Bidders shall be required to submit documents specified in this RFP physically in hardcopy format. Bidders are expected to place only the required documents in a sealed Envelope and submit.

Bidders shall note that NO additional documents shall be submitted in this sealed Envelope except those that are specified in this RFP. Failing to comply with this requirement may lead to rejection of their Bids.

3.19.2 Technical Envelope

Bidders shall be required to prepare response to Pre-Qualification Criteria, response to Technical Evaluation Criteria and a Technical Proposal as detailed out in Annexure provided in this volume of the RFP. Bidders shall upload all the relevant documents in Online Technical Envelope in PDF format. If required Bidders can zip documents and then uploaded. These documents need to be digitally signed using a Digital Signature and be uploaded during Online Bid Preparation stage. Bidder shall submit all the supporting documents as mentioned in the Technical Bid Evaluation mentioned this volume of the RFP.

3.19.3 Commercial (Financial/Price bid) Envelope

The Financial Bid shall be submitted as Composite Agency Charges. The Composite Agency Charges of the bidder Agency should be quoted in percentage (%) terms only on total monthly remuneration to be paid for manpower deployed by the bidder Agency during that month. The amount so quoted should include all costs and liabilities of the bidder Agency, but shall not include Goods & Service Tax (GST) and related cesses levied on GST. The tentative remuneration expected to be payable to each designation of manpower is indicated in **Table-1 of Scope of Work** appended with Terms of Reference.

No Bidder shall indicate their financial/price bid anywhere directly or indirectly in Technical Envelope or anywhere, failing which the Commercial Envelope shall not be opened and their tender shall stand rejected.

3.20 Openings of Bids

- a) Bids that are submitted online successfully shall be opened online as per date and time specified in the Datasheet provided in this volume of the RFP, through e-Tendering procedure in presence of representatives of Bidders.
- b) Bidders' representatives who are present at the event shall sign a register/attendance sheet evidencing their attendance. Not more than two representatives per applicant shall be permitted to be present at the time of Technical and Commercial Bid Opening.
- c) Bids submitted without EMD and other specified documents in hard copy shall be summarily rejected. Only those Bids for which EMD and other specified documents are received in hardcopy shall be eligible for opening.
- d) Total transparency shall be observed and ensured while opening of Bids.
- e) The SUDA,H reserves the rights at all times to postpone or cancel a scheduled Bid Opening event.
- f) Bid opening will be conducted in two stages:

- i. In the first stage:
 - Envelopes of hardcopies of EMD and other specified documents shall be opened.
 - Technical Proposals of those Bidders whose EMD and other specified documents are not received in hardcopy shall NOT be opened.
 - ii. In the second stage, Commercial (Financial/Price bid) Proposal of ONLY those Bidders who qualify as per the Technical Bid Evaluation criterion specified in this volume of the RFP shall be opened
- g) In the event of a Bid Opening event being declared a holiday, Bids shall be opened at the same time and location on the next working day. In addition to this, if representatives Bidders remain absent, the SUDA,H shall continue the Bid Opening process and open Bids of Bidders in accordance with the procedure specified in this volume of the RFP.
- h) During Technical Bid Opening, preliminary scrutiny of documents submitted in Technical Proposal shall be conducted to determine whether they are complete, whether required EMD and other specified hardcopy documents have been furnished, whether documents have been properly signed, and whether Bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. The SUDA,H has the right to reject any bid after due diligence is done.

3.20.1 Opening of Physical Submission

- a) Documents submitted by Bidders physically in hardcopy format shall also be opened during the Technical Bid Opening session (details of which are specified in the Datasheet of the RFP) along with Technical Envelopes submitted by Bidders at e-Tendering Portal.
- b) Initially names of all Bidders who have submitted documents physically shall be noted by the Tender Opening Authority and Preliminary Examination of contents of all sealed Envelopes shall be conducted.
- c) If documents contained in the sealed Envelope submitted physically do not meet the requirements specified in this RFP are found to be missing, a note will be recorded accordingly by the Tender Opening Authority and the respective Bidder's Technical Envelope shall not be considered for further action.
- d) Decision of the Tender Opening Authority shall be final in this regard.
- e) All documents submitted by Bidders shall be closely scrutinized for compliance with requirements specified in this RFP following the Technical Bid Opening session.

SECTION – 4: EVALUATION OF BIDS

4. Evaluation of Bids

- a) The SUDA,H shall constitute a Tender Evaluation Committee to evaluate the responses of Bidders to this RFP.
- b) The Tender Evaluation Committee constituted by the SUDA,H shall evaluate the responses of Bidders to this RFP including all supporting documents/documentary evidence. Inability of Bidders to submit requisite supporting documents/documentary evidence, may lead to rejection of their Bids. Bidders' Technical Proposal shall be evaluated in accordance with the Technical Bid Evaluation criteria specified in this volume of the RFP. Bidders are required to submit all required documentation in support of their response to the Technical Bid Evaluation criteria specified (e.g. detailed Project citations and completion certificates, client contact information for verification, profiles of Project resources and all others).
- c) The Tender Evaluation Committee may seek inputs from their professional and technical experts during the Bid Evaluation process.
- d) The SUDA,H reserves the right to conduct Reference Check of the Past Experiences stated by Bidders in their Bids. It shall be obligatory for Bidders to assist the SUDA,H in every form specified in undertaking the Reference Check. Any feedback received during the Reference Check shall be taken into account during the Technical Evaluation process.
- e) Decision of the Tender Evaluation Committee in the evaluation of responses of Bidders to this RFP shall be final. **NO** correspondence outside the process of negotiation/discussion with the Committee shall be entertained.
- f) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids.
- g) The Tender Evaluation Committee reserves the right to reject any/all Bids on the basis of any deviations without assigning any reason thereof.
- h) Responses of each Bidder shall be evaluated as per the criteria and requirements specified in this RFP.

4.1 Tender Opening

- a) Bids submitted as per timelines specified in the Datasheet provided in this volume of the RFP shall be opened by the SUDA,H in the presence of Bidders' representatives present at the time of Bid Opening events.
- b) For attending the Bid Opening events, representatives of Bidders are advised to carry:
 - An identity card/a letter of authority from the Bidding Entity
 - Acknowledgements for Bid Submission and physical submission of hardcopies.
- c) There will be two Bid Opening events:
 - Technical Bid Opening(including opening of documents submitted physically)
 - Commercial Bid Opening
- d) Venue, date, and time for opening Technical Proposals shall be as indicated in the Datasheet in this volume of the RFP whereas venue, date and time of opening of Commercial Bids shall be communicated to technically qualified Bidders ONLY.
- e) Commercial Bids of only those Bidders shall be opened who score equal to or more than the required Qualifying Marks in Technical Bid Evaluation process.

4.2 Preliminary Examination of Bids

The SUDA,H shall examine Bids to determine whether they are complete, whether all required documents have been properly signed, and whether Bids are generally in order. Any Bids found to be non-responsive for any reason or those found to be not meeting any criteria specified in this RFP, will be rejected by the SUDA,H and shall not be considered for further consideration.

Preliminary Examination of Bids shall be held and Bids shall be treated as non-responsive, if Bids are:

- Not submitted in format as specified in this RFP document
- Received without the required Letter of Authorization/(s) (Power of Attorney/(s))
- Found with suppression of details
- With incomplete information, subjective, conditional offers, and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in this RFP
- With lesser validity period

4.3 Clarification of Bids

During Bid Evaluation process, the SUDA,H may at its discretion, ask Bidders for a clarification in regards with their Bids. Request for clarification from the SUDA,H and its response from Bidders shall be conducted in writing through email, and no change in the price or substance of the submitted Bids shall be sought, offered, or permitted. The SUDA,H is entitled to ask for clarifications as many times as possible from Bidders to the satisfaction of the Tender Evaluation Committee.

4.4 Evaluation of Pre-Qualification Criteria

- a) Evaluation of Pre-Qualification Criteria shall be the first step in the Bid Evaluation process. Evaluation of Pre-Qualification Criteria shall be conducted after Preliminary Examination of Bids is completed.
- b) In this part, responses submitted by Bidders to Pre-Qualification Criteria shall be reviewed for determining the eligibility of Bidders for this Project. Evaluation shall be conducted in accordance with the Pre-Qualification Criteria specified in this volume of the RFP.
- c) In case of **NO** response by Bidders is received to any of the Pre-Qualification Criteria specified, then such Bidders shall be disqualified from Bid Evaluation process.
- d) Bidders are expected to follow instructions specified in this RFP for responding to the Pre-Qualification Criteria. Responses not found to be as per instructions specified in this RFP shall be liable to be rejected and may lead to disqualification of the respective Bidder from Bid Evaluation process.

4.5 Technical Bid Evaluation

- a) In this part, the technical bid will be reviewed for determining the eligibility of the bidder for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this RFP.
- b) In case of no response by the bidder to any of the requirements with regard to the contents of the Technical Bid, he shall not be assigned any marks for the same.
- c) Technical bid of the bidder shall be opened and evaluated for acceptability. The bidders shall respond to the requirements as explained below for their evaluation with regard to experience and qualification. Also, the bidder shall refer and respond to all requirements as mentioned in the RFP document.

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.

d) The bidder would be technically evaluated out of 100 marks. All the bidders who secure overall minimum of 70% will be considered as technically qualified.

e) Technical Evaluation shall be on the basis the following parameters and associated marks:

Sr. No.	Evaluation Criteria	Evaluation Parameter		Marks	
1.	Average annual turnover of bidder Agency in last three financial years (FY. 2017-18, 2018-19 & 2019-20).	Less than Rs. 3 crore		Ineligible	
		Rs 3-4 crores		2 marks	
		Rs 4-5 crores		5 marks	
		Rs 5-7 crores		10 marks	
		Rs 7-9 crores		15 marks	
		More than Rs 9 crores		20 marks	
2.	Experience of providing manpower services to central/ State Government Departments, statutory entities, autonomous institutions, public sector undertakings of the Central or a State Government	Less than 3 years		Ineligible	
		3-5 years		5 marks	
		5-7 years		10 marks	
		7-10 years		15 marks	
		More than 10 years		20 marks	
3.	Average Nos. of qualified (Graduate and Post Graduate in different discipline) professional manpower provided in last 3 financial years.	Less than 50 manpower		5 marks	
		51-100 manpower		10 marks	
		101-150 manpower		15 marks	
		More than 151 manpower		20 marks	
4.	Single work executed with highest valued by the agency in last three years (2017-18, 2018-19 & 2019-20).	More than 3 Crore but upto 5Cr.		2 marks	
		More Than 5 Crore but upto 7 Cr.		5 marks	
		More Than 7 Crore but upto 9 Cr.		7 marks	
		More Than 9 Crore but upto 11 Cr.		10 marks	
		More Than 11 Crore but upto 13 Cr.		12 marks	
		More than 13 Cr.		15 marks	
5.	Evaluation of facilities Management Team for testing/ screening of personnel for providing panel of staff. (Please attach copy of degree of team professionals)	Team Leader	M.B.A.	experience in HR between 7-10 yrs	02 marks
				experience in HR above 10 yrs exp.	03 marks
		HR Manager	M.B.A.	experience in HR between 3-5 yrs exp.	01 marks
				experience in HR above 5 yrs exp.	02 marks
		Finance Manager	M.com/MBA/CA / ICWA	experience in Finance/ Accounts between 3-5 yrs exp.	01 marks
				experience in Finance/ Accounts above 5 yrs exp.	02 marks
		MIS Manager	Post graduate in Computer Science or Computer Application	experience in MIS Manager/ software developer between 3-5 yrs exp.	01 marks
				experience in MIS Manager/ software developer above 5 yrs exp.	02 marks
Liaison Manager	Post Graduate in any Discipline	experience in Liaison Manager below 5 yrs exp.	00 marks		
		experience in Liaison Manager above 5 yrs exp.	01 marks		
6.	Availability of facilities for providing training and skill up-gradation including tie-up with training and skill Development institutions.	Agency's own infra for training (Software, Finance and Management, etc.) with proper class room, lab and tie-up with faculties for manpower as required in this RFP.		5 marks	
		Tie up with Skill development agency/ Institutions for training (Software, Finance and Management, etc.) for manpower as required in this RFP.		3 marks	
7.	Work Plan (Based on Technical proposal along-with).	Innovativeness of comments on Scope of Work of this RF	Assessment by Tender Evaluation Committee	0-3 marks	
		Personnel schedule/ team deployment strategy	Assessment by Tender Evaluation Committee	0-2 marks	
		Methodology and Work Plan	Assessment by Tender Evaluation Committee	0-2 marks	
		Best practices	Assessment by Tender Evaluation Committee	0-3 marks	
TOTAL				100 marks	

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The following supporting documents to be attached:

Sr. No.	CRITERIA	SUPPORTING DOCUMENTS
1.	AVERAGE ANNUAL TURNOVER	
	Average annual turnover of Bidding Agency in last 3 years (FY. 2017-18, 2018-19 & 2019-20).	<ul style="list-style-type: none"> • Certificate from Chartered Accountant on turnover for last three financial years (2017-18, 2018-19 & 2019-20) • Audited financial statements for the last three financial years (2017-18, 2018-19 & 2019-20) as per Annexure 7.2.4.
2.	EXPERIENCE OF PROVIDING MANPOWER SERVICES	
	Experience of providing manpower services to Departments, statutory entities, autonomous institutions, Public Sector Undertakings (PSUs) of the Central or any State Government.	<ul style="list-style-type: none"> • Copy of Work Order/Contract agreement + Completion Certificates from the Client <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order/Contract agreement + Phase Completion Certificate from Client Completion Certificate/Work Order to include scope of work executed and value of work (as per Annexure 7.2.5).
3.	AVERAGE ANNUAL MANPOWER DEPLOYED	
	Average annual manpower deployed (min. 50% of the specified skills require in this RFP) by bidder Agency in last 3 years to Departments, statutory entities, autonomous institutions, Public Sector Undertakings (PSUs) of the Central or State Government.	<ul style="list-style-type: none"> • Copy of Work Order/Contract agreement + Completion Certificates from the Client <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order/Contract agreement + Phase Completion Certificate from Client (as per Annexure 7.2.5).
4.	SIZE OF WORK ORDERS	
	Size of single work orders executed in last three years to Departments, statutory entities, autonomous institutions, Public Sector Undertakings (PSUs) of the Central or State Government.	<ul style="list-style-type: none"> • Copy of Work Order/Contract agreement + Completion Certificates from the Client <p align="center">OR</p> <ul style="list-style-type: none"> • Work Order/Contract agreement + Phase Completion Certificate from Client + proof of billing for on-going projects duly certified by CA (as per Annexure 7.2.5).
5.	EVALUATION OF FACILITIES	
	Evaluation of management team for testing/screening of personnel for providing panel of Manpower.	Details of HR cell for selection of required manpower duly signed and attested by authorized signatory of the bidder as per Annexure 7.2.6 or 7.2.6.1.
6.	FACILITIES OF SKILL UP-GRADATION	
	Availability of facilities for providing training and skill up-gradation including tie-up with training and skill development institutions	Details of facilities/infrastructure created by the Agency for providing training and skill up-gradation of selected manpower, duly signed and attested by authorized signatory of the bidder as per Annexure 7.2.7.
7.	Work Plan	
	The marks shall be awarded based on company's Quality Assurance projects and Best practice award(s) received for projects of similar planning aspect and understanding of the current projects.	<p>Comments on TOR, personal schedule team deployment and Work Plan of the Agency and Award for best practices in execution of similar projects.</p> <p>Innovativeness of comments on TOR, Personnel schedule/team deployment strategy, Methodology & Work Plan and Award for best practices as per Annexure 7.2.8.</p>

Note (with respect to Technical Evaluation Criteria):

Wherever there is problem in providing citations as part of the total project due to non-availability of such details in the completion certificates received from the client, bidder may provide a certificate from an independent auditor who can be a Chartered Accountant or Company Secretary. The certificate should include the list of citations and its scope of work. Bidder shall have to provide an undertaking to this effect. Even in case of availing the afore-mentioned provision, Bidder shall necessarily have to provide completion certificates/On-going certificate of the project as a whole.

4.6 Commercial Bid Evaluation

- a. The Evaluation Committee shall indicate the results of the technical evaluation to all the preliminary eligible Bidders through a written communication. The technical scores of the Bidders will be announced prior to the opening of the Commercial Proposals.
- b. The technically shortlisted Bidders will be informed of the date and venue of the opening of the Commercial Proposals through email or written communication
- c. The commercial Bids of technically qualified bidders (i.e. above 70% marks) will be opened on the prescribed date in the presence of bidder representatives.
- d. If there is a discrepancy between words and figures, the amount in words will prevail.
- e. The financial bid/ proposal quoting Composite Agency Charges (service charges) @ 2% or less shall be declined.
- f. Bidder should submit financial/price bid as per the prescribed format provided in Annexure.
- g. SUDA,H reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- h. The Bidder needs to account for all Out of Pocket expenses related to accommodation, food and other related items in the commercial bids. Any additional charges have to be borne by the bidder.

4.7 Award Criteria

Method of evaluation of selection of successful Bidder and award of Contract to bidder shall be on L1 basis after successful Technical Qualification. The Commercial Proposals of Technically qualified bidders will be opened and the Bidder quoting lowest total project cost (hereby referred to as L1 Bidder) will be considered eligible for award of contract.

SUDA,H shall draw a panel of up to three selected bidder Agencies based on lowest rates quotes by them in Financial Bids. The lowest rate will be shortlisted for award of work. In case L-1 defaults for whatsoever reason(s) or the contract is terminated in exercise of the powers available to SUDA,H under the contract, SUDA,H reserves the right to award the work to next higher bidder Agencies till L-3, (i.e. L-2 and L-3 in that order), provided the bidder Agency agrees to match the 'Rate of Composite Agency Charges' quoted by L-1, if the quoted 'Rates of Composite Agency Charges' of such bidder Agency (L-2 to L-3 as the case may be) are higher. However, in case of equal lowest bid price (Composite Agency Charges) of more than one bid then the following procedure shall be followed:

- i In case of equal lowest bid price (Composite Agency Charges) of more than one bid then the bid having highest technical score will be designated "L-1".
- ii Further, in case of equal lowest bid price (Composite Agency Charges) and equal technical score of more than one bid then the bid having highest technical score in "EXPERIENCE IN PROVIDING MANPOWER" will be designated "L-1".
- iii Similarly, the above pattern shall be followed for deciding L-2 and L-3.

4.8 Right to Accept Any Proposal and Reject Any or All Bid(s)

The SUDA,H reserves the right to accept or reject any Bid, and to annul the e-Tendering process/ procurement process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidders or Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the SUDA,H's action.

4.9 Right to Vary Scope of Contract

- a) The SUDA,H may at any time, through written order given to Selected Agency, make changes within the quantities, specifications, services or scope of the Contract as specified.
- b) If any such change causes an increase or decrease in the cost of, or the time required for the Selected Agency's performance of any part of Work under the awarded Contract, whether changed or not changed through an order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by Selected Agency for adjustment under this Clause must be asserted within thirty (30) days from the Date of receipt of SUDA, H's Changed Order by Selected Agency.

4.10 Notification of Award

- a) Prior to the expiration of the validity period, the SUDA,H will notify Successful Bidder in writing through email, that its Bid has been accepted (Letter of Intent – LOI).
- b) In case the e-Tendering process/procurement process has not been completed within the stipulated period, the SUDA,H may request Bidders to extend the validity period of their Bids.
- c) Decision to extend the validity period of a Bid submitted by Bidder shall be sole prerogative of the Bidder.

4.11 Contract Finalization and Award

- a) Successful Bidder shall convey their acceptance of Award of Contract (acceptance of LOI issued by the SUDA,H) within 7 days of receipt of the communication.
- b) Upon Notification of Award of Contract to Successful Bidder, the SUDA,H shall promptly notify all other Unsuccessful Bidders and discharge their EMDs.
- c) The SUDA,H shall reserve the right to negotiate with the Bidder/(s) whose Bids have been ranked 'best' and has been found to be 'most responsive' on the basis of Bid Evaluation, as per guidance provided by DGS&D guidelines).
- d) On this basis the draft Contract Agreement shall be finalized for award and signing.

4.12 Negotiations with the Successful Bidder

- a) If required, negotiations will be held at the Date, Time and Venue intimated to the qualified and Selected Agency. Representatives conducting negotiations on behalf of Bidder shall be required to carry and submit, to the SUDA,H proper documentation authorization to undertake negotiation and conclude the Contract Agreement.
- b) All negotiations shall be undertaken in accordance with policies/rules/guidelines for "Purchase of stores by all Departments and Offices of the Government of Haryana" prescribed by Directorate of Supplies & Disposal, Government of Haryana.

4.13 Performance Bank Guarantee

- a) On issuance of Letter of Intent, on or before the signing of the subsequent Contract, Successful Bidder shall, at their own expense, submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the SUDA,H within fifteen (15) days from Notification of Award.
- b) Performance Bank Guarantee shall be from a Nationalised Bank or a Scheduled Commercial Bank in the format as prescribed in Annexure of this volume of the RFP.
- c) In view of the State Govt. instructions letter No. DGS&D/ Admin/Performance Security/2020/87180-89559, dated 14.12.2020, the amount of PBG shall be as per the following criteria:-

Sr. No.	Type of Firm	Value of Performance Security Deposit/ Performance Bank Guarantee (PBG)
1	Haryana based firms:	
	(i) Haryana based Micro & Small Enterprises (MSEs)	(i) @0.2% of the value of contract
	(ii) Haryana based other firms	(ii) @2% of the value of contract
2	Other States/UTs based firms	@3% of the value of contract

- d) In case the contract is further extended beyond the initial period of two year, the performance security deposit will have to be accordingly renewed by the successful bidder. Bank Guarantee submitted shall be valid for a period of 6 months after the successful completion of contract period and any extensions, if any.
- e) The SUDA,H may invoke Performance Bank Guarantee in case the Selected Agency fails to discharge their contractual obligations during the period or the SUDA,H incurs any loss due to Selected Agency's negligence in carrying out the project implementation as per the agreed terms and conditions.
- f) The SUDA,H may also invoke the Performance Bank Guarantee in the event of a material breach by the Successful Bidder leading to termination for material breach.
- g) In case the Successful Bidder fails to submit Performance Bank Guarantee within the time stipulated and as per instructions, the SUDA,H at its discretion may cancel the Order placed on the Selected Agency without giving any notice and encash the EMD furnished by the Successful Bidder, in addition to any other right available to it under this RFP.
- h) The Selected Agency shall be responsible for extending the Validity Date and prescribed Claim Period of the Performance Guarantee as and when it is due on account of non-completion of the Project.

4.14 Signing of Contract

- a) After the SUDA,H notifies the Successful Bidder that their Bid has been accepted the SUDA,H and the Successful Bidder shall enter into a Contract, incorporating all clauses, pre-bid clarifications, Bid of the Successful Bidder and any agreed terms and conditions after negotiations; if any were held.
- b) The template that shall be considered as draft Contract Agreement (Master Service Agreement) for updation is provided separately in this RFP.
- c) It shall be noted that the SUDA,H shall sign Contract Agreement ONLY with the Bidder. The SUDA,H shall **NOT** sign any other Agreements separately.

4.15 Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the Successful Bidder to agree with the Draft Contract Agreement (Master Service Agreement) provided separately in this RFP, and terms and conditions of this RFP, shall constitute sufficient grounds for annulment of Award of Contract.
- b) In such an event where the SUDA,H annually awarded Contract on account of failure of the Successful Bidder, the SUDA,H shall have the right to Award the Contract to the next 'best' evaluated Bidder, or call for new Bids from interested Bidders.
- c) In the event where the SUDA,H annuls awarded Contract on account of failure of the Successful Bidder, the SUDA,H shall invoke Performance Bank Guarantee of the Successful Bidder.

5 Rejection Criteria

5.1 General Rejection Criteria

- a) Bids not qualifying under eligibility criteria.
- b) Bids submitted without or improper EMD or tender fees.
- c) Bids received through Telex/Telegraphic/Fax/E-Mail.
- d) Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- e) Bids which are valid for lesser/shorter period.
- f) If the information provided by the Bidders is found to be incorrect /misleading at any stage/time during the Tendering Process.
- g) Any effort on the part of a Bidders to influence the bid evaluation, bid comparison or contract award decisions.
- h) Bids received after the last date for receipt of bids prescribed in the fact sheet.
- i) Bids without signature of person(s) duly authorized on required (specified) pages of the bid.
- j) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidders.
- k) Technical Bid containing commercial details or any such hints/calculations/extrapolations/records.
- l) Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- m) Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- n) Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidders.
- o) Bidders not complying with the General Terms and conditions as stated in the Tender Documents.
- p) The Bidders not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

5.2 Commercial Rejection Criteria

- a) Incomplete Price Bid.
- b) Financial/Price bid quoting Composite Agency Charges (service charges) @ 2% or less.
- c) Financial/Price Bid that does not conform to the Tender's price bid format.
- d) Total price quoted by the Bidders does not include all statutory taxes and levies applicable.
- e) If there is an arithmetic discrepancy in the commercial bid calculations, the SUDA,H shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

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6 The Commercial Model and Payment Schedule

- a.** The Agency will open a separate bank account for each deployed manpower engaged by the Agency and deployed in SUDA,H into which the Agency shall deposit the monthly remuneration before the 10th of every month.
- b.** The billing cycle will 26th of preceding month to 25th of every running month.
- c.** The Payable/due monthly remuneration will be worked out based on the Performance and attendance of each manpower. The illustrative Performance format is at Annexure-I.
- d.** The Agency will work out monthly bill of all the experts/specialists/manpower placed in different towns and State level based on their performance and attendance.
- e.** The Agency will submit its final bill(s) supported with certified attendance for processing/payment to designated officer (at State level or at ULB level) on or before last working day of the each month.
- f.** The processing of bill(s) will be completed by 5th of next month and payment will be released in Indian Rupees after deduction of due TDS or other applicable taxes, in shape of online transfer by 7th of next month. In case of any calculation or other type of error, the amount worked out of designated officer will be released by 7th of next month as above and balance, if any, shall be settled after discussion with Agency by 15th of next month.
- g.** The Agency will ensure the payment of monthly salary (including duly approved admissible leaves) through online system to persons deployed through them by 10th of every month and deposit of their deductions and dues within time limit as prescribed under different Laws/Acts.
- h.** The Agency will submit authenticated proof of payment of monthly salary of all the experts/specialists and deposit of entire amount of their deductions/dues by 20th of every month other-wise the payment of next bill will not be processed and released.
- i.** The Agency will be liable to make up any kind theft/ loss happened due to negligence or intention of expert/specialist/manpower provided on outsource basis by the Agency. The Agency may deduct/recover such amount of loss/damage from the guilty/responsible person/employee/expert as per agreement executed by the Agency with that person/employee/expert will be deducted from their monthly bill(s).

6.1 OTHER LIABILITIES OF AGENCY IN RESPECT OF MANPOWER DEPLOYED

- a.** The Agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Service Tax, Provident Fund and Employees State Insurance etc., if applicable in respect of the manpower deployed by it in SUDA,H.
- b.** The Agency shall be liable for depositing any taxes, levies, cess etc. on account of services rendered by it to SUDA,H to the concerned collection authorities from time to time as per extant law, rules and regulations on the matter.
- c.** In case, the Agency fails to comply with any statutory or taxation liability under appropriate law, and as a result thereof the SUDA,H is put to any loss or obligation, monetary or otherwise, SUDA,H will be entitled to recover the money out of the outstanding bills or the Performance Security Deposit or by revocation of the Bank Guarantee, to the extent of the loss or obligation.
- d.** The Agency shall maintain all statutory registers under the applicable law and produce the same, on demand to the concerned officer of SUDA,H or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
- e.** SUDA,H may ask for documentary evidence in respect of payment of statutory liabilities as and when required. SUDA,H shall verify the actual payment of statutory

payments periodically, and if not satisfied, shall withhold the payments due to the Agency or seek additional Performance Security Deposit or revoke the Bank Guarantee as the case may be, in addition to other legal action.

- f.** The Agency shall ensure that all the manpower deployed in SUDA,H are covered under the requisite ESI scheme under applicable law and in case of any accident to manpower while working in SUDA,H, it shall be the sole responsibility of the Agency on this account whatsoever.
- g.** The Agency will issue monthly pay slip to each manpower staff engaged by it and deployed in SUDA,H giving details of the remuneration and deductions including deductions on account of EPF, ESI and other statutory deductions.
- h.** The Agency shall obtain workman's compensation insurance policy from an approved insurance company to cover the risk of injury or death of the manpower engaged by him.
- i.** SUDA,H shall not bear any other expenses payable to the manpower deployed by the Agency such as any provident fund contributions, transport charges to and fro residence, medical expenses, etc. The remuneration mentioned against each post (in table-1 of Terms of reference in Vol. - II) is inclusive of all kind of due benefits.
- j.** The Agency shall comply with the provisions of all welfare legislations and more particularly the Contract Labour (Regulation and Abolition) Act, 1970, while carrying out the obligations of the Agency under the contract. The Agency shall further observe and comply with all laws, rules, orders and notifications concerning employment of staff engaged by the Agency and shall duly pay all sums of money to such engaged staff as may be required to be paid under such laws. It is expressly understood that the Agency is fully responsible to ascertain and understand the applicability of various legislations, and take necessary action to comply with the requirement of law.
- k.** The Agency shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and deployed in SUDA,H and SUDA,H shall not be a party to any dispute arising out of such deployment by the contractor.
- l.** The Agency shall be responsible for all acts of commission and omission on the part of the manpower engaged by the Agency and deployed in SUDA,H. SUDA,H shall not be responsible in any manner, whatsoever, in matters of injury, death, ill health etc. of the Agency's manpower deployed and performing duties in SUDA,H under the contract.
- m.** The Agency shall compensate in full the loss sustained by SUDA,H on account of any damage caused to the property of SUDA,H due to negligence or lapse of, or pilferage, theft or breakage caused by the manpower engaged by the Agency and deployed in SUDA,H. The amount of compensation shall be deducted from the payment due to Agency or recovered by any other legal means as the SUDA,H deems fit.
- n.** The Agency shall all the times indemnify SUDA,H and keep SUDA,H indemnified against any claim by any third party for any injury, damage to any person or person of any third party or for any other claims whatsoever for any act of commission or omission of the manpower engaged by the Agency and deployed in SUDA,H during the performance of their manpower assignments.

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7 Annexure

The bidders are expected to respond to RFP using the forms given in this section and all documents supporting Proposal Evaluation Criteria.

7.1 Annexure-Pre-qualification Bid Forms

7.1.1 Compliance Sheet for Pre-Qualification Proposal

S. N.	Document required	File/Vol. No.	Page No.
1.	Copy of Acknowledgement payment of RFP Document Fee at e-Tendering Portal	Vol. No.	----- to-----
2.	Copy of Acknowledgement for payment of e-Tendering e-Service Charges at e-Tendering Portal	Vol. No.	----- to-----
3.	Copy of Bank Guarantee for Earnest Money Deposit	Vol. No.	----- to-----
4.	Particulars of the Bidder	Vol. No.	----- to-----
5.	Supporting documents for PQ 1 - Copy of certificate of incorporation and certificate of registration as professional manpower agency as per annexure 7.2.2.	Vol. No.	----- to-----
6.	Supporting documents for PQ 2 - Self-attested copies of registration number(s) as per annexure 7.2.2.	Vol. No.	----- to-----
7.	Supporting documents for PQ 3- Letter signed by authorized signatory/ies of Bidder as per annexure 7.1.3.	Vol. No.	----- to-----
8.	Supporting documents for PQ 4-Certificate by Chartered Accountant for average annual Turnover of last three financial years (2017-18, 2018-19 and 2019-20) supported with audited financial statements for the last three financial years (F.Y. 2017-18, 2018-19 and 2019-20) as per annexure 7.2.4.	Vol. No.	----- to-----
9.	Supporting documents for PQ 5 - Self-attested copies of registration certificate issued by competent authority as per Annexure 7.2.2.	Vol. No.	----- to-----
10.	Supporting documents for PQ 6 - Work Order/Contract agreement + Phase Completion Certificate from client + proof of billing. Completion certificate +work order/contract agreement to include scope of work executed as per Annexure 7.2.5.	Vol. No.	----- to-----
11.	Supporting documents for PQ 7 - Complete details of qualified manpower, with attached CV's etc. as per annexure 7.2.6 or 7.2.6.1	Vol. No.	----- to-----

Note: Bidder shall be required to:

- Highlight all important details required in their documentation submitted as part of the Bid.
- Summaries of documents submitted wherever required.
- In case, any supporting document is submitted in more than one file/volume, then mention all those volumes and their pages to avoid any kind of confusion at a later stage. Non-mentioning of proper file/volume(s) and their relevant pages may lead to non-consideration such documents.

7.1.2 Format for Bank Guarantee for Earnest Money Deposit

Ref: _____

Date _____

Bank Guarantee No. _____

To,
Mission Director,
State Urban Development Authority,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana - 134112

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to State Urban Development Authority, Haryana (hereinafter called "the SUDA,H")

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<SUDA,H>> (hereinafter called "the SUDA,H") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said SUDA,H the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the SUDA,H during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the SUDA,H up to the above amount upon receipt of its first written demand, without the SUDA,H having to substantiate its demand, provided that in its demand the SUDA,H will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTE WITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

7.1.3 Details of ineligibility for corrupt or fraudulent practices/blacklisted with any of the Government or Public Sector Units or Local Governments

<<On the letterhead of the Bidding Organization>>

Date:

To

Mission Director,
State Urban Development Authority, Haryana,
Bays No. 11-14, Sector-4, Panchkula.

Sub: Declaration for not being under ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units or Local Governments in India.

Dear Sir,

We, the undersigned, hereby declare that we are not under a declaration of ineligibility/banned/blacklisted by any State or Central Government/any other Government institutions/local Governments in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid. Nothing has been concealed and in case, it is found that our above statement is false, the client has the right to reject our bid, cancel the award and has the right to recover loss/damage occurred due to our above false statement/declaration.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :
Business Address :

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.

7.2 Annexure- Technical qualification Bid Forms

7.2.1 Technical Bid- Covering Letter

<<On Bidder Letterhead>>

Date:

To,

Mission Director, State Urban Development Authority,
Directorate of Urban Local Bodies,
Bays No. 11-14, Sector-4,
Panchkula, Haryana.

Subject: Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM).

Dear Sir,

We hereby request to be qualified with the State Urban Development Authority, Haryana as a Tenderer for "**Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM)**".

1. "against Tender No. <>. I/We declare that all the services shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP.
2. I/We confirm that I/we am/are withdrawing all the deviations, counter clauses, proposed modifications in the Scope of work, Terms and Conditions, Functional Requirement Specifications and Technical Specifications which may have been mentioned in our proposal.
3. We authorize SUDA,H or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by SUDA,H to verify statements and information provided in this application or regarding our competence and standing.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:
Name: _____
Designation: _____
Telephone: _____
E-mail id: _____
5. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize SUDA,H to reject our application.
6. We confirm having submitted the information as required by you in Qualification Criteria. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We undertake, if our proposal is accepted, to provide all the services related to "**Selection of Manpower providing agency for providing the Services of qualified Experts/Specialists and other employees at State and ULB level in Haryana under the scheme of National Urban Livelihood Mission (NULM)**" put forward in the bid document or such features as may subsequently be mutually agreed between us and SUDA,H or its appointed representatives.

7. We agree for unconditional acceptance of all the terms and conditions set out in the bid document and also agree to abide by this bid response for a period of 180 days from the date of bid submission and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and SUDA,H.

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.

8. We hereby declare that in case the contract is awarded to us, we will submit Performance Bank Guarantee as prescribed in the RFP.
9. I/We understand that SUDA,H reserves the right to reject any application without assigning any reason thereof.
10. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the IPC Act in connection with the bid.
11. All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.
12. We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
13. We understand that the actual payment would be made as per the existing tax rates during the time of payment.
14. We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to decrease from the scope of work under the contract.
15. We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
16. In case you require any other further information/documentary proof before/during evaluation for Tender, we agree to furnish the same in time to your satisfaction.
17. We declare that our Bid Price is for the entire scope of work as specified in the tender document. These prices are indicated in Commercial Bid submitted as part of the requirements of Tender.
18. Our commercial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations upto expiration of the validity period of the Proposal.
19. We understand you are not bound to accept any Proposal you receive.
20. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
21. I/We shall disclose any payments made or proposed to be made to any intermediaries (agents, etc.) in connection with the bid.
22. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal:
Business Address :

7.2.2 Legal Constitution/Particulars of the Bidder

Organization Name:	
1. Name and address of the bidding Company	
2. Incorporation status of the firm (public limited /private limited, etc.)	
3. Name of Registering Authority :	
4. Registration No.:	
5. Date of Registration:	
6. Place of Registration:	
7. Complete Address (Permanent and Correspondence along-with contact person and telephone, fax numbers and email address):	
8. P.A.N. (Attach a legible photo-copy as per Compliance Sheet for Pre-Qualification Proposal)	
9. T.A.N.(Attach self-attested legible photo-copy)	
10. GST. No.(Attach self-attested legible photo-copy)	
11. E.P.F. registration No. (Attach a legible photo-copy)	
12. E.S.I. registration No. (Attach self-attested legible photo-copy)	
13. Manpower providing agency Registration No. of (Attach self-attested legible photo-copy of Regn. certificate)	
14. Registration No. Labour License for providing manpower (Attach self-attested legible photo-copy of Regn. certificate)	
15. Any other important information	
i. _____	
ii. _____	
iii. _____	
iv. _____	

For and on behalf of: (Company Seal)

Signature of authorized signatory:

Name: _____

LL No.: _____

Mb No. _____

Designation: _____

FAX No. _____

E-mail: _____

7.2.3 Certificate of Conformity/No Deviation

<<To be submitted on the Company Letter head of the Bidder>>

Date:

To,

Mission Director, State Urban Development Authority,
Directorate of Urban Local Bodies, Haryana
Bays No. 11-14, Sector-4, Panchkula, Haryana.

This is to certify that, the specifications of application which I/We have mentioned in the Technical bid, and which I/ We shall supply if I/We am/are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the RFP and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Company Seal :

Business Address :

<<On the letterhead of the Bidding Organization>>

7.2.4 Financial Status (Average Annual Turnover)

Certificate from the Chartered Accountant

It is to certify that the average annual turnover of M/s _____ (Name of Agency/Firm/ bidder), _____ (with complete address) is equal or above Rs. _____ Crore (Rs. _____ Crore) for the last three financial year ending of month 31stMarch, 2020.

Based on its books of accounts and other published information authenticated by it (Agency/Firm/bidder), this is to certify that..... (Name of the Bidder) had a Total turnover of Rs..... Crore for the last three Financial Years, and the year-wise details of turnover are noted below:

Financial Year ending 31stMarch	Total Turnover (Rs. in Crore)
2017-18:	
2018-19:	
2019-20:	
Total Turnover for last 3 financial years:	
Average Annual Turnover for last 3 financial years:	

Note: Please attach copies of audited Balance sheets/Financial statements for FY 2017-18, 2018-19 & 2019-20 to support the above figures.

Name of the audit firm/ Chartered Accountant:

Seal of the Chartered Accountant (CA Firm):

(Signature, name and designation and registration Number of the Chartered Accountant)

Date:

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.

7.2.6 Evaluation of facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel for providing panel of Manpower- Summary of CVs of five persons management of Agency's HR Cell (Five persons) involved in selection process:

Sr. No.	Position assigned	Name of Staff	Qualification	Experience	Area of Expertise	Time committed on engagement	Deployment mode (Onsite /Offsite)
1.	Team Leader						
2.	HR Manager						
3.	Finance Manager						
4.	MIS Manager						
5.	Liaison Manager						

7.2.6.1 Evaluation of facilities (qualified and expert manpower) for testing/screening of personnel for providing panel of Manpower- CV format for individual person of Agency's HR Cell (Five persons) involved in selection process:

1	Name of the employer	<<Name of the Bidder >>				
2	Name of the employee					
3	Date of Birth					
4	Nationality					
5	Education (Please attach copies of relevant certificates/ degree)	Qualification	Name of School / College / University	%age of Marks		
6	Employment Record (Please attach copies of relevant certificates/ degree)	Total No. of years of Experience: _____ years _____ months				
		Employer	Position	From (MM / YYYY)	To (MM / YYYY)	Exp. in Months
<i>(Starting with present position list in reverse order)</i>						
7	Present position					
8	Total years of relevant experience					
9	Relevant Experience (Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments). Maximum 8 Projects:	Name of Assignment/ Project				
		Client Name				
		Year				
		Location				
		Type of Client (Central/State Govt./ ULB/ PSU/Semi-Govt. agency/ NGO-CBO/Private)				
		Main project features				
		Positions held				
		Activities performed				
1	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience. Date: Place Signature of the employee				

Note: Please use separate form for each person.

Verified and attested

Signature of authorized signatory of the bidder

7.2.7 Details of facilities for providing training and skill up-gradation including tie up with training and skill development institutions:-

A. Agency's own infrastructure:

1. Class Room: size, sitting capacity, etc.

2. Lab (specify the lab's Equipments required for manpower as specified in this RFP other than numbers computers/laptop, projectors, etc.)

3. Faculty arrangements: Brief details of faculty with educational qualifications and experience

B. infrastructure of other Agencies/Institution:

(to be obtained from concerned Agency/Institution on their letterhead and to be certified/ by the bidder agency.

1. Class Room: size, sitting capacity, etc.

2. Lab (specify the lab's Equipments required for manpower as specified in this RFP other than numbers computers/laptop, projectors, etc.)

3. Faculty arrangements: Brief details of faculty with educational qualifications and experience

Bidder agency certificate:

We hereby certify that the above information provided by _____ is true and correct.

Signatures of authorized signatory of the bidder

7.2.8 Description of Approach, Methodology and Best Practice awards.

A description of the approach and methodology for performing the assignment, including detailed description of the proposed methodology.

- i. ***Innovativeness of comments on TOR, Team Structure and its deployment:*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the team structure, and strategy you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}. **(Not more than 1000 words each point)**
- ii. ***Personnel schedule/ Team deployment strategy:*** {Please outline the Personnel schedule/ Team deployment strategy} **(Not more than 1000 words each point).**
- iii. ***Methodology and Work Plan:*** {Please outline the plan for the implementation of all the activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form}. **(Not more than 1000 words each point).**
- iv. ***Best Practice Awards:*** (please provide details of best practice awards for similar planning projects along-with certified copies to support the claim). **(Not more than 500 words each point).**

7.3 Annexure - Technical Bid Format

7.3.1 Compliance Sheet for Technical Proposal

Sr. No.	Document required	File/Vol. Name	Page No.
1.	Technical Bid Covering Letter as per Annexure 7.2.1		
2.	Legal Constitution as per Annexure 7.2.2		
3.	Certificate of Conformity / No deviation as per Annexure 7.2.3		
4.	Supporting documents for TQ 1 – Average annual turnover format duly signed by Chartered Accountant as per Annexure 7.2.4.		
5.	Supporting documents for TQ 1 – Audited financial statements for the last three financial years (2017-18, 2018-19 & 2019-20).		
6.	Supporting documents for TQ 2: Details of experience of providing manpower services as per Annexure 7.2.5 along-with copies of work order/Contract Agreement + work completion certificates, etc.		
7.	Supporting documents for TQ 3: Details of average annual manpower deployed as per Annexure 7.2.5 along-with copies of work order, work completion certificates, etc.		
8.	Supporting documents for TQ 4: Details of size of work order executed as per Annexure 7.2.5 along-with copies of work order, work completion certificates, etc.		
9.	Supporting documents for TQ 5: Evaluation of facilities (qualified & expert manpower) as per Annexure 7.2.6 and 7.2.6.1 along-with CV of each person duly attested by authorized signatory of bidder.		
10.	Supporting documents for TQ 6: Evaluation of Training and Skill Up gradation as per Annexure 7.2.7.		
11.	Supporting documents for TQ 7: Evaluation of Work Plan (Comments on ToR, Methodology, work plan and Best Practice as per Annexure 7.2.8).		

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.

7.3 Annexure - Commercial proposal

7.3.2 Commercial (Financial/Price bid)Envelope to be submitted as per clause 3.19.3 of this RfP.

Note: No Bidder shall indicate their financial/price bid anywhere directly or indirectly in Technical Envelope or anywhere, failing which the Commercial Envelope shall not be opened and their tender shall stand rejected.

7.3.3 Invoice Format

INVOICE

[To be given on letter head of the firm]

Mission Director, State Urban Development Authority, Haryana, Bays No. 11-14, Sector-4, Panchkula		Invoice No:	
For Attention of		Invoice Date:	
Contract For		Service:	
Contract No.		Registration No.	
Period of Consultancy		PAN Number:	
		Start Date	End Date
Milestone achieved for this claim			
Contract Value payable at this Claim stage		Amount	Tax, if any
			Total Amount
Less: TDS/TCS (as applicable)			
Net Amount payable at this Claim Stage (In Rs.)			
Name of the Bank		Bank Swift ID	
Address of the Bank		Bank Account No.	
Bank RTGS Code		Account Name	

This invoice is in respect of a supply of services to the Client, and is addressed to the Client, Purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

(Signature of Agency)

The claim is correct and Services have been received. Please arrange payment:

(Project In-charge)

7.3.4 Annexure - Format for Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To,
Mission Director, State Urban Development Authority,
Directorate of Urban Local Bodies,
Bays No. 11 - 14, Sector - 4,
Panchkula, Haryana – 134112.

Whereas, <<name of the supplier and address>> (hereinafter called "the System Integrator") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to State Urban Development Authority, Haryana (hereinafter called "the SUDA,H")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> 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 Rs.<Insert Value> (Rupees <Insert Value in Words> only) 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 Rs. <Insert Value> (Rupees <Insert Value in Words> only) 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 bidder 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 there under or of any of the contract documents which may be made between you and the System Integrator 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 <<Insert Date>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

RFP for Selection of manpower providing agency to provide services of qualified experts/specialists and other employees.