

REQUEST FOR PROPOSAL

**Tender Document for Selection of Agencies for Supply of Human Resource under Sarva
Shiksha Abhiyan of District- **Rudraprayag** ,Uttarakhand.**

Cost Rs. 1150/- (Non refundable)

**District Project Office,
Sarva Shiksha Abhiyan,
District- **Rudraprayag****

NOVEMBER. 2013

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Section - 1
Instructions to Bidders
Part I
Standard

1. Introduction

- 1.1 Sealed bids on behalf of the District Project Officer, SSA, District- **Rudraprayag**, Uttarakhand are invited from the Firms/Agencies at the address mentioned in Part-II, Data Sheet for current financial year 2013-14, unless extended further by mutual consent of the Competent Authority and Service Provider, on the same terms and conditions.
- 1.2 Detailed scope of the assignment/job has been described in the Terms of Reference in Section - 2.
- 1.3 The date, time and address for submission of the proposals have been given in Part - II Data Sheet.
- 1.4 The Bidders are invited to submit their detailed Proposal (Key Submissions, Technical Proposal and Financial Proposal) for the Assignment/job named in the section-2. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document in order to identify the successful Bidder for the Project (öSuccessful Bidderö). The Successful Bidder would then have to enter into an agreement with District Project Officer, SSA, District **Rudraprayag**, Uttarakhand and perform the obligations as stipulated therein, in respect of the Project.
- 1.5 Bidders, who fulfill the pre qualification criteria indicated in clause 11.1 of Section-1, Part-I, are eligible to submit Technical and Financial Proposal in response to this RFP Document.
- 1.6 The Bidders willing to be considered for their selection as an Agency for outsourcing of the Manpower are advised to carefully read Terms of Reference (TOR) as given in Section 2 of this documents, and to attend a pre-proposal meeting as specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Bidders should send written queries in advance so that preparation can be made.
- 1.7 Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Department is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.

2. Clarification and Amendment of RFP Document

- 2.1 A Bidder may request a clarification on any clause of the RFP document up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the address indicated in the Part II Data Sheet. The Department will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders. If the Department deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 2.2 below.
- 2.2 At the time before the submission of Proposals, the Department may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders sufficient time in which to take an amendment into account in their Proposals the Department may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Conflict of Interest

Applicants shall not have a conflict of interest. All applicants found to have a conflict of interest will be disqualified. The applicants (including their personnel and sub-contractors) that have a business or family relationship with such members of the concerned Departments of Govt. of Uttarakhand or Client staff who are directly or indirectly involved in the assignment will not be considered.

4. Corrupt or Fraudulent Practices

The Client requires that applicants under the proposal observe the highest standard of professional ethics. In pursuance of this policy, for the purpose of these provisions, the terms set forth is defined as follows:

1. "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public authority; and
2. "Fraudulent practices" means a misrepresentation of facts in order to influence the execution of a selection process to the detriment of the Employer, and includes collusive practice among Applicants to deprive the Employer of the benefits of free and open competition.
 1. Will reject a proposal if it is determined that the selected Applicant has engaged in corrupt or fraudulent practices in competing for selection in question.

2. Will declare any Applicant ineligible, either indefinitely or for a stated period of time, to be selected as Empanelled Agency for Manpower Services, if at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or executing the Contract.

5. Proposal

Each Bidder shall submit only one (1) Proposal for the Project in response to this RFP Document. Any entity, which submits or participates in more than one Proposal for the same Project will be disqualified.

6. Preparation of Proposals

- 6.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be type written in English Language, unless specified otherwise.
- 6.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 6.3 Depending on the nature of the Assignments/job, bidders are required to submit a Technical Proposal (TP) in forms provided in Section-3. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- 6.4 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up the assignment in future.
- 6.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 6.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard forms (Section- 4).

7. Signing of the Proposal and number of copies

The Applicant shall prepare one original set of the RFP documents and clearly mark it "ORIGINAL". The original of the Proposal shall be typed and shall be signed on all the pages by the person duly authorized to sign on behalf of the Applicant. The power of attorney duly notarized and on a stamp paper authorizing the person to sign and act on behalf of the firm should be submitted with technical proposal. The Applicant shall submit one extra signed copy of the original Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

8. Sealing of Proposal

The Original and the copy of the Proposal shall be sealed in a single large envelope and submitted on or before the last date and time for submission of the Proposal as specified in clause 10 below.

9. Earnest Money Deposit (EMD):

9.1 Earnest Money Deposit

1. EMD as indicated in the point-2, para-4 of Section-2 will have to be submitted in the form of demand draft /Fixed Deposit valid for 90 days, issued by a nationalized bank of India drawn/pledged in favour of the District Project Officer, Sarva Shiksha Abhiyan, District- **Rudraprayag**, Uttarakhand, submitted along with the Technical Proposal.
2. Proposals not accompanied by EMD shall be rejected as non-responsive.
3. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
4. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

9.2 The EMD shall be forfeited by the Employer in the following events:

1. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
2. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of proposal during the validity period or any extension thereof.
3. If the bidder tries to influence the evaluation process.
4. If the First ranked bidder withdraws his proposal during negotiations. (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

10. Submission, Receipt, and Opening of Proposal

- 10.1 The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 10.2 The original and all copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of Assignments/job. The envelopes containing the Technical Proposals, Financial Proposals and, EMD shall be placed into an outer envelope and sealed. This

outer envelope shall bear the submission address, reference number and be clearly marked with "DO NOT OPEN, BEFORE **Dated 06 DECEMBER ,2013** The Department shall not be responsible for misplacement, loosing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

10.3 The Proposal must be sent to the address/addresses indicated in the Data sheet and received by the Department, not later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 2.2 above. Any proposal received by the Department after the deadline for submission shall be returned unopened.

11. Proposal Evaluation

11.1 Minimum Eligibility Criteria

Before opening and evaluation of the Technical Proposals, Bidders are expected to meet the following Minimum Eligibility Criteria which would be a part of the Technical Proposal. Bidders failing to meet these criteria or not submitting requisite proof for supporting Minimum Eligibility Criteria are liable to be rejected at the Technical Proposal level.

S. No	Criteria	Whether Met	Reference Details
1.	The bidder should be an organization as a Society registered under society registration act 1860 /Trust registered under Indian Trusts Act 1882 /companies registered under companies act 1956 registered in India.& registered under Indian Patnership farm act 1932	Yes/No	Registration certificate with Provident Fund and ESIC and Service Tax/ Certificate of Incorporation
2.	The applicant should have at least 5 years experience for providing Management/ Supervisory staff/Human Resource in the institution/department.	Yes/No	Clients Work order/ certificate from statutory auditor
3.	The bidder must have a minimum average annual turnover of 25.00 lakhs during last three years (2010-11,2011-12 & 2012-13)	Yes/No	Audited Profit / Loss Statement and Balance Sheet

The evaluation of Technical Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP Document. Department reserves the right to reject the Proposal of a Bidder without opening the Technical Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this RFP Document.

After checking the responsiveness of the Key submission, the Technical Proposal will be opened. The minimum qualifying marks of the Technical Capability Evaluation is 75 as mentioned in Clause 10.2, Part-II.

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Department on any matter related to its Technical and/or Financial Proposal. Any effort by bidders to influence the Department in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal.

11.2 The Department has constituted an Evaluation Committee, which will carry out the entire evaluation process.

11.3 Evaluation of Technical Proposals

The Evaluation Committee while evaluating the technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

11.4 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The evaluation criteria for the technical proposal shall be as defined in the Data sheet.

11.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time fixed. The financial bids will be opened in the presence of the Bidder's representatives who choose to attend. The name of the Bidder Agencies, their technical score (if required) and their financial proposal shall be read aloud.

1. Evaluation of Financial Proposal shall be done as per Section 4 of this RFP Document.

2. The Bidder shall quote the rates in Financial Proposal (Section 4) for selection of agencies for supply of Human Resource under Sarva Shiksha Abhiyan of district- **Rudraprayag**, Uttarakhand.

3. The bidder quoting the lowest service charge in Financial Proposal shall be declared as the Successful Bidder.

4. In the event that two or more Bidders quote same rates in Financial Bid, Department, GoUk may:

1. invite fresh Proposals from the Bidders;

OR

2. take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

12. Award of Contract

12.1 After completing stages under, the Department shall issue a Letter of Intent to the selected Bidder.

12.2 The bidder will sign the contract, as per the contract rules applicable in the state, after fulfilling all the formalities/preconditions mentioned in the standard form of contract in Section-5 within 15 days of issuance of the letter of intent.

13. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use of any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Department's antifraud and corruption policy.

INSTRUCTIONS TO BIDDER

Part-II

DATA SHEET

- | <u>Clause No.</u> | <u>Particulars of Data Sheet</u> |
|-------------------|---|
| 1. | Name of the Department-District Project Officer, Sarva Shiksha Abhiyan, District- Rudraprayag Uttarakhand. |
| 2. | Name of the Assignment/job- Selection of Agency for Supply of Human Resource under Sarva Shiksha Abhiyan District- Rudraprayag,Uttarakhand. |
| 3. | A pre-bid meeting will be held on Dated 4 DECEMBER ,2013 at 12.00 A.M. in the Office of District Project Officer, Sarva Shiksha Abhiyan, District- Rudraprayag. |
| 4(a) | Last date and time of receiving tenders 6 DECEMBER ,2013(1.00 PM). |
| 4(b) | Date, time & address of opening of technical proposal are Dated 10 DECEMBER.2013 at 1 PM |
| 4(c) | Date, time and address of opening of financial bid declared after opening of technical bid. |
| 5. | The Department's representative is: Name Mr. J .District Project Officer, Sarva Shiksha Abhiyan, District-, Rudraprayag Telephone/Mob 01364- 233943 ,E-mail dpossa9@yahoo.co.in & Mr. H.K.DHOUNDIYAL AAO J .District Project Office, Sarva Shiksha Abhiyan, District-, Rudraprayag Telephone/Mob 01364 - 233943 , Mob- 9627585253. Proposals must remain valid up to dated 31 March,2014. |
| 7. | Clarification may be requested by email before 4 DECEMBER ,2013 All clarifications will be made during Pre- bid conference. The email address for requesting clarification is: dpossa9@yahoo.co.in |
| 8. | The formats of the Technical Proposal to be submitted are:
Form Tech1: Letter of Proposal submission
Form Tech2: Bidder's organization & experience
Form Tech3: Approach & methodology
Form Tech4: Declaration. |
| 9. | Bidder must submit the original and 1 copy of the Technical Proposal, and the original of the Financial Proposal. |

10. **Method of Selection:**

10.1 **Two Bid system:**

The bidder should enclose technical and financial bids sealed in separate envelopes. The bidder should enclose these two sealed envelopes and an EMD separately in a bigger envelop duly sealed and submitted at specified date, time and place. The financial bids of only those bidders, who have been declared technically qualified by the Evaluation Committee (Technical), will be opened.

10.2 **The Procedure for Detailed evaluation of technical qualifications:**

Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed below. There are three Criteria, sub-criteria and point system for evaluation. The marking /scoring criteria to be used for technical evaluation would be as per the table below:

S. No	Criteria	Max Marks
1.	Previous experience of the bidder for providing Management/Supervisory Staff/Human Resource in the institution/department. Number of years a) more than 5 = 30 b) 3-5 = 20 c) 2-3 = 10 d) less than 2 = 0	30
2.	Number of cumulative work orders received during last 5 years for outsourcing of Management/Supervisory Staff/Human Resource in the institution/department. Number of cumulative work orders a) more than 15 = 30 b) 10-15 = 20 c) 5-10 = 10 d) less than 5 = 0	30
3.	Number of cumulative Management/Supervisory staff outsourced during last 3 years in the institution/department. Number of cumulative staff a) more than 200 = 30 b) 100-200 = 20 c) 50-100 = 10 d) less than 50 = 0	30

10.3 **Qualification of Technical proposal:**

The minimum qualifying marks of the Technical Evaluation is 60.

The Financial bids of those bidders would be opened who secure at least 60 in their Technical Capability Proposal.

1. Selection on the basis of Financial proposal:

Evaluation of Financial Proposal shall be done as per section-4 of this RFP Document. The Bidder shall quote the rates in Financial Proposal for selection of agencies for supply of Human Resource under Sarva Shiksha Abhiyan across Uttarakhand

The bidder quoting the lowest service charge in Financial Proposal shall be declared as the Successful Bidder.

In the event that two or more Bidders quote same rates in Financial Bid, Department, GoUk may:

4. invite fresh Proposals from the Bidders;

OR

5. take any such measure as may be deemed fit in its sole discretion or annulment of the bidding process.

The maximum amount to be paid by the department to the successful tenderer for various kinds of manpower are mentioned in **section-2**. The sum of the amount of the Employees benefits (honorarium, Employees Provident Fund, Employees State Insurance etc.), contractor's service charges on these benefits and service tax will be equal to the maximum amount paid by the department. The selection criteria will be based on the service charges quoted by the tenderer in the financial bid. The tenderer claiming the least service charges for the District will be selected. The tenderer shall quote service charge as a percentage of honorarium bill, **rounded- off to two decimal points**. In case two or more bidders quote equal service charge for the District, then the bidder with the highest technical marks would be selected.

Section - 2
Terms of Reference

1. Introduction:-

The District Project Office, Sarva Shiksha Abhiyan, District- -, **Rudraprayag**, Uttarakhand intends to outsource human resource for different posts sanctioned in Sarva Shiksha Abhiyan through out- sourcing..

The contract for supply of manpower initially will be given for current financial year from the date of order issued by the concerned District Project Office, Sarva Shiksha Abhiyan for supply of manpower. The department shall make ensure that the supplied manpower is efficient as per the norms fixed by the Department. The period of the contract may be further extended beyond mentioned financial year provided the requirement of the Department for the above manpower persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. The District Project Officer reserves the right to terminate this initial contract at any time after giving two week notice to the selected service providing Company/Firm/Agency.

2. Scope of Work:

Components of the Assignment: The tentative present requirement and Proposed Honorarium is given below. However, the number of positions and the honorarium may be increase or decrease as per the requirement of the Department. The qualification mentioned for different post may also be changed as per prevalent norms from time to time.

Tentative Detail of vacant post and proposed Honorarium Under S.S.A.

S.No.	Name of Post	Number of post	Honorarium Per Month Rs.*
1	Part Time Instructor (UPS)-Art Education	3	8000/-
2	Part Time Instructor (UPS)-Work Education	25	8000/-
	Total	28	

* Cost to department includes EPF, ESI, Contributions, Service charge and Service tax.

Department wise Tentative Qualification, Experience & Age limit for different post:

Sarva Shiksha Abhiyan

S.No.	Name of the post	Age Limit (Years)	Essential Educational Qualification	Preferable/ Desirable Qualification
1	Part time Instructor (Art)	21 to 45	1- BFA from a recognized University or Graduation with Art subject. OR Graduation from a recognized university & Intermediate with technical Drawing/ Designing/Drawing & Painting from a recognized Council/Institute.	-
2	Part Time Instructor (Work Education) The trades under work education are- Mushroom Cultivation Plantation Bee Keeping Biofertilizers Cooperative Store Alpna Horticulture Knitting Garment Making 0. Help in natural calamity 1. Decoration of natural material (i.e. pine cone, Timber, Peepal leaf, Neam. 2. Development plants by vegetative propagation- budding, grafting, cutting layering etc. 3. Poultry birds. 4. Communication Skill. 5. Herbal related trade. 5. Certificate Course in Computer.	21 to 45	1- Graduation from a recognized university. 2- Trained in any trade mentioned in column 02.	1. Practical knowledge of computer and English. 2. The candidate having Graduation in Zoology/Agriculture Science/ Micro Zoology/Home Science/Textile Science will be preferred. Such candidates would not be required trained in trade as mentioned in column-02.

3- Technical requirement for different post holders to be deployed by the successful Company/Firm/Agency:-

1. He/She should possess qualification and experience as mentioned in this document.
2. He/She should have character certificate from one group 'B' or Class-II Gazetted Officers of the Central Government/State Government.
3. His/Her antecedents should have got verified by the agency from the local police authorities.

Note:- Before allowing a person to join His/Her duties the department shall make ensure that the supplied manpower is efficient as per the norms fixed by the Department.

The MOU for the mentioned in the tender document will be signed between District Projec Officer, Sarva Shiksha Abhiyan, District- -, **Rudraprayag** and selected Company/Firm/Agency.

4- TERMS AND CONDITIONS:-

GENERAL:

1. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
2. **The Earnest Money Deposit (EMD)** will be deposited by the tenderer in accordance to the rates mentioned below. The tenderer must have to deposit the EMD for the district as per rates are mentioned. The EMD is refundable (without interest). The EMD should be necessarily accompanied with the Technical Bid in the form of Demand Draft/Pay Order drawn in favor of District Project Officer, SSA, District- -, **Rudraprayag** .Uttarakhand payable at concerned District headquarter, failing which, the tender shall be rejected summarily.

Details of EMD

S.No.	Name of District	Estimated Value of the contract for current Fin. Year (Rs. In Lakh)	Earnest Money Deposit (Rs. in Lakh) @3%
	Rudraprayag	13.44	0.40300

3. **Performance Security Deposit:** The successful tenderer will have to deposit a Performance Security Deposit of Rs 134400.00 (One Lack Thirty four thousand four hundred only.) for the District in the form of FDR to be deposited to the District Project Officer, SSA, District- **Rudraprayag**, Uttarakhand covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
4. The contract shall commence from the date of receipt of acceptance of the man power supply order which shall be accepted by the tendering Company/Firm/Agency within not more than 10 days from the receipt of the order or 15days from the date of said order whichever is earlier and shall continue till the end of financial year unless it is curtailed or terminated by the MOU signing Authority owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements etc.
5. The contract may be extended, on the same terms and condition or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and the District Project Officer, SSA, District- **Rudraprayag** The present requirement of manpower has been mentioned in **section-2** of the tender document on present requirement basis. In case of any variation in the requirement the same will be informed to the tenderer and additional manpower may be withdrawn at any time and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
6. The tenderer will be bound by the details furnished by him/her to this Department, while submitting the tender or at subsequent stage. In case any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract marking him/her liable for legal action besides termination of contract.
7. All entries in the tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial bid form. In such cases, the tender shall be summarily rejected.

8. The Company/Firm/Agency should have its own Bank Account.
9. Company/Firm/Agency should submit undertaking for not subletting the work to any other agency.
10. The selected manpower Company/Firm/Agency should establish a Branch Office within the District **Rudraprayag** Uttarakhand within 15 days of allotment of work.
11. The Competent Authority reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all tenders without giving any notice or assigning any reason. The decision taken by him in this regard shall be final and binding on all.

LIABILITIES, CONTROL etc. OF THE PERSONS DEPLOYED:

12. The contracting agency shall ensure that the individual manpower deployed in the department of SSA, District- **Rudraprayag**, conform to the technical specifications of educational and skill qualification prescribed in the tender document.
13. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual manpower who will be deployed by it in concerned departments offices before the commencement of work,
 1. List of persons deployed.
 2. Bio-Data of the persons (Attach attested photocopy of all Educational & Professional Qualifications).
 3. Attested copy of matriculation containing date of birth.
 4. Character Certificate from Group -B or Class-II Officers of the Central/State Government or Notary Public.
 5. Certification of verification of antecedents of persons by local Police authority.
 6. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including legal action against such person.
 7. The tendering Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the Concerned Department.
 8. The person deployed shall be required to report for duty and leave the office timely. In case, person deployed is absent on a particular day or come late/leaves early on three occasions, one-day wage shall be deducted.

9. The agency shall depute a coordinator who would be responsible for immediate interaction with the competent authority so that optimal services of the persons deployed by the agency could be availed without any disruption.
10. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons.
11. For all intents and purpose, the service providing agency shall be the "Employer" within the meaning of different Labor Legislations in respect to manpower's deployed in the concerned Department. The persons deployed by the agency in the Department shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Competent authority.
12. The Service providing agency shall be solely responsible for the redresses of grievances/resolution of disputes relating to person deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
13. The concerned Department shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
14. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract.
15. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the concerned Department.

LEGAL:

16. **The tendering agency will be responsible for timely payment to the supplied manpower and statutory authorities and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it in the concerned Department. The selected agency shall ensure the payment to the supplied manpower by account payee cheque or directly in their account. The selected agency shall produce the challan copy of benefits (ESI, EPF etc) given to the employee along with the monthly honorarium bills submitted to the Department.**
17. **The tendering agency shall also liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned Department to the concerned tax**

collection authorities from time to time as per extant rules and regulations on the matter.

18. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law.
19. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department. Service tax wherever deductible shall be deducted and deposited by the department as per service tax rules, as applicable.
20. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Department is put to any loss/obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
21. All statutory law/rules prevalent in the jurisdiction shall be complied with by the selected firm/agency, if the first party finds that the rules are violated by the second party then the first party will stop procuring human resource from such agencies.

FINANCIAL:

22. The EMD in respect of the agencies which do not qualify the Financial Bid shall be returned to them without any interest. The successful tenderer shall have to deposit the Performance Security and EMD will be returned to the tenderer after deposit of performance security. Further, if agency fails to deploy required manpower against the initial requirement within 30 days from the date of receipt of the order or within 35 days from the date of order whichever is earlier, the EMD shall stand forfeited without giving any further notice. However the time limit for providing manpower may be increased by the Department if valid reasons are given by the selected Agency to the satisfaction of the Department.
23. The successful tenderer will have to deposit a performance security amount of Rs **134400.00 (One lack Thirty four thousand four hundred Only)** pledged FDR,TD,NSC (nationalized Bank/Post Office) to the District Project Officer, Sarva Shiksha Abhiyan, District-, **Rudraprayag**. In case, the contract is further extended, the pledged FDR,TD,NSC will have to be accordingly renewed by the successful tenderer.
24. The maximum amount paid by the department to the successful tenderer are mentioned in **Section-2**. The sum of the amount of the Employees benefits (honorarium, Employees

- Provident Fund, Employees State Insurance etc.), contractors service charges on these benefits and service tax will be equal to the maximum amount paid by the department.
25. The selection criteria will be based on the service charges quoted by the tenderer in the financial bid. The tenderer claiming the least service charges shall be selected. The tenderer shall quote service charge as a percentage of honorarium bill, rounded- off to two decimal points.
 26. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Department besides annulment of the contract.
 27. The agency shall raise the honorarium bill clearly mentioning the details regarding honorarium, Employees State Insurance, Provident Fund and Service Tax etc., in triplicate, along with attendance sheet (duly verified by the District Project Officer in respect of the persons deployed) and submit the same to the concerned Offices in the first week of the succeeding month. The honorarium bill must be accompanied with challan copy of the benefits (ESI, EPF etc.) given to the employee by the agency/firm.
 28. The District Project Officer, SSA, District- **Rudraprayag** reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties. The successful tenderer will have to deposit Contract agreement duly signed as given in section-5.

Section-3
Technical Proposal -Standard Forms

FORM TECH- 1
LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

The District Project Officer,
Sarva Shiksha Abhiyan,
District- **Rudraprayag**

Dear Sir/Madam,

We, the undersigned, offer to provide the Assignment/job for **Selection of Agencies for Supply of Human Resource Under Sarva Shiksha Abhiyan, District- Rudraprayag** in accordance, with your request for proposal **dated** Nov 2013. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of our proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm

Address:

FORM TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

A- Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

1. Name of Tendering Company/ Firm / Agency:

(Attach certificate of registration)

29. Name of proprietor / Director

Of Company/Firm/agency

3. Total Employee strength of the Organization:

4. Full Address of Reg. Office

Telephone No. :

FAX No. :

E-Mail Address:

1. Details of Contact person

[a] Name: _____

[b] Mobile No _____

6. Full address of Operating / Branch Offices :

Telephone No. :

FAX No. :

E-Mail Address :

7. Banker of Company/ Firm/ agency with full address:

Telephone Number of Banker:

8. PAN / GIR No. (Attach attested copy):

9. Service Tax Registration No. :

(Attach attested copy)

10. E.P.F. Registration No. :

(Attach attested copy)

11. E.S.I. Registration No. :

(Attach attested copy)

12. List of major clients where manpower is supplied at present(Attach copy of certificate).

S. No.	Name and address of client	Category/ type of manpower supplied	No of persons supplied	Place of posting (Clearly mention name of the office, District & State	Value of Contract

(Attach separate sheet if space provided is insufficient)

13. Financial turnover of the tendering **Company / Firm / Agency** for the last **3 (Three)** Financial Years:

Financial Year 2010-11, 2011-12 and 2012-13)	Amount (Rs. Lacs)	Remarks, if any
2010-11		
2011-12		
2012-13		
Total		

(Attach separate sheet if space provided is insufficient and also attach Audited Statements of Accounts)

14. Whether the Agency is ISO 9001 certified: Yes/No -----

(Please attach necessary documents)

Note:- The Agency/Firm/Company must be registered for supplying human resources/man power.

B- Agency's Past Experience:

[Using the format below, provide information on Assignments/jobs related to various categories mentioned in evaluation criteria for which your firm, was legally contracted during the last **five years** either individually as a corporate entity or as one of the major partners within an association, for carrying out Assignment/job similar to the ones requested under this Assignment/job.]

Sl.No.	Category/ type of manpower supplied	Details of client along with address, telephone and FAX numbers	Total no. of persons deployed	Contract Amount (Rs. Lacs)	Duration of Contract	
					From	To

(If the space provided is insufficient, a separate sheet may be attached. Please attach relevant document)

C- Details of Earnest Money Deposit: FDR,TD,NSC (nationalized Bank/Post Office)

Earnest Money Amount (In Rs.)	FDR,TD,NSC No.	Date	Name of the Bank

D. Additional information, if any

(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal :

FORM TECH-3

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Mode of Advertisement, selection procedure and supervision are the key components of the Technical Proposal. You are suggested to present your proposed procedure for this assignment and procedure which you adopted in past five years (with evidence).

The proposal must be divided into the following three chapters,

1. Mode of Advertisement
2. Selection Procedure
3. Supervision

FORM TECH-4

Declaration/under taking to Adherence to the Terms and Conditions and TOR outlined in the Request for Proposal (RFP) Document

To,

The District Project Officer,
Sarva Shiksha Abhiyan,
District- **Rudraprayag**

Sir/Madam,

- (1) I have carefully gone through the Terms and Conditions and TOR outlined in the RFP Document regarding engagement of services of Empanelled Agency for Manpower Services. I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and therefore, competent to make this declaration.
- (2) I hereby declare that my / our Company has / have not been debarred / black listed by any Government / Semi Govt. Organization in India. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.
- (3) I/We hereby declare that my/our company/firm shall not sublet the work to any other agency.
- (4) I/We also declare that our company/firm abide all the statutory law/rules prevalent in the jurisdiction.

Yours truly

Name: _____

Section- 4
Financial Proposal -Standard Forms
FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The District Project Officer,
Sarva Shiksha Abhiyan,
District- **Rudraprayag**

Dear Sir/Madam,

We, the undersigned, offer to provide the Assignment/job for Selection of Agencies for Supply of Human Resource under SSA, District **Rudraprayag** in accordance with your Request for Proposal dated August 2013 and our Technical Proposal. Our Financial Proposal attached. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Our company/firm also abide all the statutory law/rules prevalent in the jurisdiction.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

FINANCIAL BID

1. Name of tendering Company/Firm/Agency:

.....

2. Name of District:- **Rudraprayag**

S.No.	Name of post	Total benefits provided to the Employee by the Agency/ Firm (Honarium , EPF, ESI etc) (In Rs)	Service charges on total benefits as mentioned in Column 4		Total amount (3+5) (In Rs)	Service tax		Grand Total shall not exceed beyond as under (6+8) (In Rs)
			in %	(In Rs)		in %	(In Rs)	
1	2	3	4	5	6	7	8	9
1	Part Time Instructor (UPS)-Art Education							8000/-
2	Part Time Instructor (UPS)-Work Education							8000/-

Note:-

1. The selection criteria will be based on the service charges quoted by the tenderer in the above format. The tenderer claiming the least service charges shall be selected. The tenderer shall quote service charge as a percentage of honorarium bill, rounded- off to two decimal points.
2. Mention single value in Column-4 for the district.
3. The bidder must fill the financial bid format mentioned in point-2 of financial bid for the District.

Date:

Place:

Full Name:

Seal:

Section- 5
Standard Form of Contract (Annexure-A)

CONTRACT FOR AGENCIES' SERVICES

between

District Project Officer, SSA, District Rudraprayag

and

[Name of the Bidder]

Dated:

Contract Agreement

(Agreement to be executed on Rs. 100/- Non-judicial Court Stamp)

An agreement made this .. day of between The District Project Officer, SSA, District - **Rudraprayag** (herein after referred as "the first party" and the service provider or contracting Agency / Firm /

Company..... (hereinafter referred as "the second party") and WHEREBY the contractor/ Agency /Firm/ Company agrees to supply the manpower as required by the concerned office to perform the work specified to them successfully on outsourcing basis, on the terms and conditions hereinafter mentioned viz.:-

- (a) That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the service provider for the services mentioned above shall be the employees of the service provider for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the service provider and in no case, shall a relationship of employer and employee between the said persons and any first party shall accrue/arise implicitly or explicitly.
- (b) That the number of manpower will be purely need based. Therefore, the number of service provider's worker may increase or decrease as per requirement. The first party will be under no obligation to engage any specific number of service provider's worker during the period of contract.
- (c) That this Contract shall remain valid for the current financial year **2013-14** w.e.f. the date of signing of the contract initially and if the services are found satisfactory the same may be extended for further period .However the first party shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction
- (d) That the first party shall have full power to reject the Services of the service provider which to the true intent and meaning is not in accordance with the requirement as per tender document
- (e) That the contracting agency will deposit a sum equivalent to of the tender value as security for compliance with the terms and conditions of this contract.
- (f) The first party reserves the right to-
 - (i) Terminate this contract by giving notice of one week in advance any time during the contract.
 - (ii) To enter in to parallel contract for similar services with other agencies/person

whenever it is found necessary.

- (iii) To extend the contract up to further period, if required from the date of expiry of the initial period, at the same rates, terms and conditions.
- (g) That the service providing agency will be entirely responsible for the execution of this contract in all respect in accordance with the conditions of this contract and shall not assign or sub-let the same.
- (h) If the service providing agency becomes insolvent or he or his Agent offers any bribe in connection with the contract or the contractor fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof the first party may terminate the contract and forfeit the performance security and recover from the service provider any loss suffered by the Project/Department on account of the contract being terminated.
- (i) The Invoices / Bills /Challans should be serially numbered and it should contain the Name and address of Service Provider, Service Receiver, Description of service, Value of service tax payable thereon.
- (j) The service providing agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the first party.
- (k) In case any employee of the service provider so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the service provider to contest the same. In case the first party or any person authorized by him is made party and is supposed to contest the case, the service provider or any person authorised by him will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the service provider to the first party or any person authorized by him on demand. Further, the service provider will ensure that no financial or any other liability comes on the first party or any person authorised by him in this respect of any nature whatsoever and shall keep the first party or any person authorised by him indemnified in this respect.
- (l) That the service provider shall further keep the first party or any person authorised by him indemnified against any loss to the first party or any person authorised by him first party property and assets. The first party or any person authorised by him shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the service provider under this contract.
- (m) That the service providing agency shall be responsible for faithful compliance of the terms and conditions of this agreement, and shall also abide by all the terms and conditions as mentioned in the tender document. The same may be terminated and the security deposit

will be forfeited and further the work may be got done from another agency at their risk and cost.

- (n) That if the service provider violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the first party, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.
- (o) The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the service provider and/or loss/damage, if any, sustained by the Office of the first party on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor
- (p) The agency shall raise the bill clearly mentioning the details regarding honorarium paid to the employee, Employees State Insurance, Provident Fund and Service Tax etc., in triplicate, along with attendance sheet (duly verified by the first party in respect of the persons deployed and submit the same to the concerned Offices in the first week of the succeeding month. The honorarium bill must be accompanied with challan copy of the benefits (ESI, EPF etc.) given to the employee by the agency/firm. The selected agency shall ensure the payment to the supplied manpower by account payee cheque or directly in their account
- (q) Performance of the Contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicable settled within 30 days the matter will be referred to the State Project Director, SSA, Uttarakhand for resolving within the state. If the dispute cannot be settled within the state then, **clause-r** shall become applicable.
- (r) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (India) Arbitration and Conciliation Act, 1966.
- (s) **The number of different posts, educational qualification and honorarium should be advertised in Uttarakhand edition of 03 leading Hindi News papers. The advertisement should have application format, last date of submission of application form, transparent** selection criteria **and reservation for different categories as per Government rules.**

IN WITNESS WHEREOF the parties hereto have signed these presents on the

date, month and year first above written.

Signed for and on behalf of the District Project Officer, SSA, District- **Rudraprayag** (Ist Party)

Name

Designation í í í í í í í í í í íSignature

In the presence of: -

Ist Witness (Name, Designation and Signature):

.....

Address:

IInd Witness (Name, Designation and Signature):

.....

Address:

Signed by the said Contracting Agency (IInd Party) Name

Designation í í í í í í í í í í íSignature

In the presence of: -

Ist Witness (Name, Designation and Signature):

Address:

IInd Witness (Name, Designation and Signature):

Address:

**SELECTION OF AGENCIES FOR SUPPLY OF HUMAN RESOURCE UNDER SARVA
SHIKSHA ABHIYAN IN THE DISTRICT OF RUDARPRYAG.
DISTRICT PROJECT OFFICE SARVA SHIKSHA ABHIYAN**

District Rudraprayag

Re-TENDER NOTICE

Sealed tenders are invited under Two-bid system (Part ó I Technical Bid & Part- II Financial Bid) from registered, reputed, experienced and financially sound Companies /Firms /Agencies for providing Human Resource under Sarva Shiksha Abhiyan across District Rudraprayag, Uttarakhand for current financial year (2013-14) from the date of contract. The tender Documents along with details of items can be downloaded from the website **www. rudraprayag .nic.in** A fee of 1150/- (Rupees one thousand one hundred and fifty only), towards the cost of tender documents, along with the Earnest Money Rs. 40300.00 (Rs.Fourty thousand three hundred only) Deposit shall be enclosed in the form of separate Demand Drafts / Pledged FDR,TD,NSC (nationalized Bank/Post Office) in favor of the óDistrict Project Officer, SSA, District Rudraprayag, Uttarakhand payable at **S.B.I Rudraprayag (IFS CODE ó SBIN0002463) ö** and submitted along with the Technical Bid. Interested Suppliers may bid in the prescribed format with all enclosures and supporting documents up **to 6 December .2013 (1.00 PM) by Registerd Post**. Technical Bid will be **open on 10 December, 2013 (1.00 PM)**All clarifications Pre- bid conference. 4 December 2013 , 1PM

Tel : 01364 - 233943, Fax : 01364 - 233943
Email : dpossa9@yahoo.com
No. : SSA/ 2157-2161 /RTE /Out sourcing/2013-14
Dated: 14 November ,2013

**DPO, SSA, District Rudraprayag
UTTARAKHAND Pin- 246171**

प्रेषक,

जिला परियोजना अधिकारी,
सर्व शिक्षा अभियान, रुद्रप्रयाग।

सेवा में,

महा निदेशक,
सूचना एवं लोक सम्पर्क विभाग,
विज्ञापन प्रभाग,
12 ई0सी0 रोड़, उत्तराखण्ड, देहरादून

पत्रांक सर्व शिक्षा / **2157-2161** / बाह्य श्रोत नि0/2013-14 दिनांक 14 नवम्बर, 2013

fo•k; %& foKki u i d k f ' k r d j k ; s t k u s d s | E c l / k e s A

महोदय,

उपर्युक्त विषयक इस जनपद में बाह्य श्रोत से पदों को भरने सम्बन्धी संलग्न विज्ञापन को प्रकाशित करवाया जाना है। जिन्हें यथासमय किन्ही दो लोक प्रिय हिन्दी समाचार पत्रों में शासकीय दरों पर न्यूनतम साइज में यथाशीघ्र प्रकाशित करवाने का कष्ट करेंगे।

इसकी सूचना इस कार्यालय को भी फैंक्स अथवा ईमेल/ डाक (फैंक्स नं0- 01364-233943 ई मेल ssafinrpg@rediffmail.com/dpossa9@yahoo.co.in-)से अवगत कराने का कष्ट करेंगे, जिससे उन समाचार पत्रों को यथासमय क्य कर रिकार्ड हेतु रखा जा सके।

संलग्न – विज्ञापन

जिला परियोजना अधिकारी,
सर्व शिक्षा अभियान, रुद्रप्रयाग।

पृ0स0 **2157-2161** @तददिनांकित।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

- 1ण राज्य परियोजना निदेशक, उत्तराखण्ड सभी के लिये शिक्षा परिषद, उत्तराखण्ड, देहरादून।
- 2ण जिलाधिकारी, रुद्रप्रयाग।
- 3ण जिला सूचनाधिकारी, रुद्रप्रयाग।
- 4ण सूचना एवं विज्ञान अधिकारी, (एन0आई0सी0)रुद्रप्रयाग को इस निवेदन के साथ कि : संलग्न विज्ञापन एवं टेंडर डोक्यूमेंट को जनपद की बेबसाइट पर प्रकाशित करवाने का कष्ट करेंगे।

संलग्न – विज्ञापन।

जिला परियोजना अधिकारी,
सर्व शिक्षा अभियान, रुद्रप्रयाग।