

## **REQUEST FOR PROPOSAL**

**FOR HIRING OF RECRUITMENT AGENCY FOR SUPPLY OF  
MANPOWER TO DEHRADUN SMART CITY LIMITED  
FOR A PERIOD OF TWO YEARS THROUGH e-PROCUREMENT**



**Purchaser- Office of the Chief Executive Officer,  
Dehradun Smart City Limited,  
777, Saatvik Tower, Rajendra Nager,  
Kaulagarh Road, Dehradun, 248001,  
Uttarakhand, India**

**Ph: 0135-2750894, Fax: 0135-2750817**

**Bid Ref. No.: DSCL/PCM/725/MP-01/2022-23**

**Issued On: 21/04/2022**

## DISCLAIMER

The information contained in this Tender Document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Dehradun Smart City Limited or any of its employees or Transaction advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

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

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

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

## TENDER DOCUMENT - IMPORTANT DATES

Sl. No.	Activity	Duration
1.	Bid Reference	<b>DSCL/PCM/725/MP-01/2022-23</b>
2.	Availability of Tender Documents	The Tender document for this work shall be available from website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> and <a href="http://smartcitydehradun.uk.gov.in/">http://smartcitydehradun.uk.gov.in/</a> from <b>21/04/2022 to 05/05/2022 up to 17:00 hrs.</b>
3.	<b>Pre-Bid Meeting</b>	<b>28/04/2022 at 11:00 hrs</b> onwards. Bidder shall have to email their queries to <a href="mailto:fcdehradunsmartcity@gmail.com">fcdehradunsmartcity@gmail.com</a> on or before the pre-bid meeting.  Venue of Pre Bid Conference – Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
4.	Last date for downloading of bid document from the E-procurement platform: <a href="http://uktenders.gov.in">http://uktenders.gov.in</a>	<b>05/05/2022 up to 17:00 hrs.</b> The scan copy of the affidavit and bid security shall be uploaded on the e-procurement website.
5.	Last date and time for bid submission/uploading of bid in E-procurement platform	<b>05/05/2022 up to 17:00 hrs</b>
6.	Submission of original documents i.e. Tender Fees (Non-refundable), Bid Security/ Bid Security Declaration and Affidavit if any	<b>05/05/2022 up to 17:00 hrs.</b> Address for submission of original documents: Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
7.	Time and date of opening of Technical Bids	The Bids will be opened online by the Authorized Officers on <b>06/05/2022 at 11:00 am</b>
8.	Date and time of opening of Financial Bids	Shall be informed later to technically qualified Bidders
9.	Place of opening of Bids and address for communication	Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817 <a href="mailto:fcdehradunsmartcity@gmail.com">Email: fcdehradunsmartcity@gmail.com</a>

### TENDER DOCUMENT-IMPORTANT DATA

Tender Notice No.	<b>DSCL/PCM/725/MP-01/2022-23</b>	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	<b>Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years (Extendable) through E-Procurement</b>	
Bid Type	Two Bid System, Single Envelope	
Bid Currency	Indian Rupees Only	
Payment Details	Bid validity period	120 days from the last date of bid submission
	Duration of the deployment of manpower	Two years which can be further extended.
	Tender Document Fee ( <b>Non-refundable</b> )	INR 10,000/- plus GST (Indian Rupees Ten Thousand Only plus GST @18% total = 11,800/-) in the form of Demand Draft/Bankers Cheque payable at DEHRADUN issued in favour of “Chief Executive Officer, Dehradun Smart City Limited”.
	EMD/ Bid Security/Bid Security Declaration	INR 2 Lakhs in the form of Unconditional Bank Guarantee or FDR/Demand Draft/ Bankers Cheque payable at DEHRADUN issued in favour of “Chief Executive Officer, Dehradun Smart City Limited”. MSME Exemption will be applicable subject to the submission of required certificate <i>as per Uttarakhand Government Order issued by Industries department.</i> If any Government order is issued further in this regard, will be implemented accordingly. Latest financial GO issued by State Government.
Addendum/Corrigendum	<b>Any Addendum/Corrigendum will be published on website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> and/or <a href="http://smartcitydehradun.uk.gov.in">http://smartcitydehradun.uk.gov.in</a></b>	

## I - INSTRUCTIONS TO BIDDERS

### 1. INVITATION FOR BID

#### 1.1 Introduction

1.1.1 The Government of India has announced creation of 100 Smart cities to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizen. Dehradun is one of the shortlisted cities for the smart city initiative under Ministry of Urban Development, Government of India. Dehradun Smart City Limited (DSCL) is a Govt. Company for implementing the Smart City mission at the city level. DSCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects.

Dehradun Smart City Limited (DSCL) intends to **hire recruitment agency for supply of manpower to Dehradun Smart City Limited for a period of two years (extendable) through e-procurement in Dehradun, Uttarakhand, India.**

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

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

### 2. GENERAL TERMS AND CONDITIONS FOR BID SUBMISSION AND BID EVALUATION

#### 2.1 Instructions for Online Bid Submission

1. The online procurement portal is <http://uktenders.gov.in>.
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e- tendering.
3. Bidder should register for the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/ nCode/ eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken /Smart Card, should be registered.
6. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
7. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
8. After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.

9. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the bids online.
10. Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e- Token/Smartcard to access DSC.
11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
12. From my tender folder, he may select the tender to view all the details uploaded there.
13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
14. Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
15. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
16. Bidder should submit the Tender Fees and Bid Security as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer & affidavit as stated in the Tender Document. Any delay for submission of these documents bidder will be responsible
17. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
18. The bidder has to select the payment option as offline to pay the Bid Security as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the bid document without any exception.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
22. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
23. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.

25. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

26. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.

27. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.

29. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

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

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

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

**C. Step 3 – Opening of Financial Bids of technically qualified bidders**

3.1 ***Contract will be awarded for the lowest fee excluding GST but including other statutory fees/taxes.*** In case more than one Service Provider has quoted same fee, the Service Provider having higher / highest cumulative contracts' value in the last three FY within the state of Uttarakhand, will be declared as successful Service Provider. (Hence, Service Providers are requested to list all the contracts executed during the period of consideration, 2018-19, 2019-20 & 2020-21).

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

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

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

3.5 The Successful Bidder (substantially responsive L1 Bidder) shall be issued Letter of Award (LoA). After issuance of the LoA in writing and acceptance of the same by the Successful Bidder within 7 (seven) days from the date of receipt of Letter of Award (LOA). The Successful Bidder shall submit the required Performance Security and enter into a Contract Agreement with DSCL within 21 (Twenty-One) days from the issuance of the LoA.

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

### **4. Selection Criteria:**

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

- i) Should have GST registration (Copy need to be attached), Copy of GST Returns-1 & 3B and Challan of last FY 2020-2021 *month wise* need to be submitted.
- ii) Should have ISO Certification. (Copy need to be attached)
- iii) Should have PAN no. (copy need to be attached)
- iv) Should have TAN no. (copy need to be attached)
- v) Copy of solvency certificate, *issued by the Revenue Deptt.*
- vi) Copy of character certificate, *issued by the Revenue Deptt.*



- vii) A Power of Attorney as per format in Annexure - F.
- viii) Affidavit as per format provided in Annexure – E, J.
- ix) The Service Provider should not have been blacklisted as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration. The bidder shall submit an affidavit duly attested by Notary Public/Oath Commissioner in support of the same.
- x) *Self attested* copy of Certificate of registration in the Labour Department;
- xi) *Self attested* copy of Certificate of registration in the Employee Provident Fund and ESIC Organizations; copy of EPF and ESIC Challan of last FY 2020-2021 *month wise* need to be submitted.
- xii) *CA certified copy* of the Income Tax Return filed by the Service Provider for the last three years (FY. 2018-19, 2019-20, 2020-21) in the Income Tax Departments has to be submitted.

**B) Post Qualification Criteria:**

- i) Should have successfully executed at least one contract for supply of manpower to any Govt agency having value not less than Rs. 1 Crore in any one FY during financial years 2018-19, 2019-20 and 2020-21. Certificates need to be attached.
- ii) Should have achieved an Average Annual Turnover during the financial years 2018-19, 2019-20 and 2020-21 of not less than Rs. 1 Crore. The bidder should submit the average annual turnover certificate which should be certified by CA with UDIN.  
(The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. But financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)
- iii) The bidder should submit reports on financial standing/Net worth of the bidder such as profit and loss statements, balance sheets and auditor's report for FY 2018-19, 2019-20 and 2020-21, banker's certificate/ CA certificate etc.
- iv) The Bidder shall submit documentary proof in support of satisfactory performance of the contact from the concerned Department / Agencies where he has undertaken such job during the last three years prior to the last date of bid submission. The Bidders should submit documentary evidence with performances certificates from the end user/ client in support of the same.

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

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

**5. Bid Security**

The Bid Security/Earnest Money shall be considered null and void in the following cases:

- (a) If the Service Provider withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
- (b) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by DSCL.
- (c) If the successful Bidder fails to sign the Contract within the time specified in the Tender Document.



## 6. Performance Security

Within 07 days of Letter of Award, the successful bidder shall furnish Performance Security to DSCL which shall be as per Uttarakhand Procurement Rules 2017 as amended time to time for an amount of 5% of the contract value and valid up to 60 days after the date of completion of all the performance obligations. The Performance Security shall be in the form of Demand Draft/FDR or Bank Guarantee in favour of “Chief Executive Officer, Dehradun Smart City Limited”. The format for Performance Bank Guarantee has been provided in the Tender Document.

The Performance guarantee shall be forfeited and en-cashed in the following cases:

- i) If the Successful Service Provider withdraws midway during the work completion.
- ii) Any other act or acts of the successful Service Provider which renders the work un-operational and DSCL establishes sufficient reasons to forfeit the performance guarantee.

## 7. Other Terms & Conditions

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

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

7.3 DSCL reserves the right to increase or decrease the scope of work without assigning any reason.

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

7.5 DSCL will provide the monthly attendance details of deployed manpower to prepare a bill by contractor. On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee. After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to **Patent office with pay bill, EPF and ESI Details.**

7.6 Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the DSCL Office every month.

7.7 The bidder shall be capable to pay the wages as per tender document timely before 10<sup>th</sup> of every month from his own resources.

7.8 The bidder shall be capable to pay monthly wages up to 3 - 4 months from his own resources in case of delay in payment by DSCL due to unavoidable circumstances.

7.9 Deployed manpower may be the employee/ contractual employees of the Bidder's firm but they cannot be employee or servant of DSCL office.

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

7.11 Requisite manpower shall be provided within 10 days from the final contract signing.

7.12 The deployed manpower has to work from Monday to Saturday during office hours from 9.30 am to 6.00 pm. However, the deployed manpower has to work extra as and when required by DSCL.

7.13 The prices shall be firm and shall not be subjected to any adjustment during the complete contractual completion period. However, the requirement of the manpower can be increased or decreased. In

case the requirement is increased, then the variation shall be done as per the prices quoted by the successful bidder in their price bid BOQ.

7.15 In case DSCL found that the performance of any of the deployed manpower is not satisfactory, the successful bidder shall replace him/her within 10 days after getting notice from DSCL in writing.

**8. Right to Accept or Reject Proposal:**

- a) DSCL reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, without liability or any obligation for such acceptance, rejection or annulment.
- b) DSCL reserves the right to reject any proposal including that of the Preferred Service Provider if:
  - i) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Service Provider is established, the Service Provider may be blacklisted and /or appropriate legal proceedings may be initiated against such Service Provider as per the prevailing laws, OR
  - ii) the Service Provider does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- c) If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Service Provider gets disqualified / rejected, then DSCL reserves the right to:
  - i) either invite the next highest ranked Service Provider to match the Financial Proposal submitted by the highest ranked Service Provider; OR
  - ii) take any such measure as may be deemed fit in the sole discretion of DSCL, including annulment of the bidding process.

**9. Change of law Clause: -**

CEO, DSCL reserves the right to change any law/ rules/ provisions related to any of the points mentioned in the tender document.

## II. CONDITIONS OF CONTRACT

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the DSCL and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
  - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Service Provider is required to supply to the DSCL under the Contract;
  - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit DSCL to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by DSCL, if so decided.

### 2. Mode of Payment:

- 2.1 The Service Provider shall pay the personnel by cheque account payee only after deducting the employee's contribution of PF, ESIC, etc as prescribed by the Government from time to time. The payment to the personnel should be made within 10<sup>th</sup> day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.
- 2.2 The Service Provider shall deposit the applicable Employer's contribution of PF and ESIC as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period without waiting for the payment of his invoice to the Employer.
- 2.3 Non disbursement of salary to the staff before 10<sup>th</sup> of the month due; will attract a penalty as per the direction of CEO DSCL.
- 2.4 The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel and may *be asked by DSCL to submit it whenever required.*
- 2.5 The Service Provider shall submit his invoice for the month before the 5<sup>th</sup> of the following month. The invoice shall give the following details:
- (i) Salary paid for the personnel based on attendance less the employee's contribution of PF and ESI supported by attendance sheet;
  - (ii) Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;
  - (iii) Employer's contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities;
  - (iv) Service Provider's fees computed on the total of 1 to 3 above;
  - (v) Goods & Service tax payable, if any, at the current rates on the total of 1 to 4 above.
  - (vi) Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.
  - (vii) GST remittance challan for previous month / quarter, as applicable.
- 2.6 *Every effort shall be made for payment to be made to the Service Provider, after statutory deductions, on monthly basis within 30 days from submission of bills along with required documents and subject to satisfactory performance in accordance with this Contract.*

### 3. Period of Contract:

- 3.1 For Two years from signing of the Contract. The Contract may be extended on same terms and conditions for further period based *on the same rate and terms & conditions after the approval of CEO DSCL.*

3.2 The Service Provider shall not sub-contract/ *sublet* any part of the services.

#### **4. Compliance to Laws:**

- 4.1 The Service Provider shall comply with all applicable laws *inter alia* Workman's Compensation Act., 1948, Employee's State Insurance Act, 1948, Minimum Wages Act, 1948 and Child Labour Prohibition and Regulation Act, 1986, *others Acts/rules etc* as prevalent with regard to employment, safety, environment, etc., relevant for the services provided under this Contract.
- 4.2 The Service Provider shall indemnify, reimburse and compensate the Client against any third party claims.
- 4.3 The Service Provider shall make all necessary arrangements to attend any accident and the Client should not be held liable or responsible in this regard.
- 4.4 The personnel deployed shall be employees of the Service Provider and no circumstances at any time claim employment of the Client.
- 4.5 The Service Provider shall employ the staff only after proper police verification and submit such verified certificates to the Client.
- 4.6 The Service Provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour Laws.

#### **5. Liquidated Damages:**

If the Service Provider delays to offer any or all of the Services within the period(s) specified in the Contract, the Service Provider is liable to pay the liquidated damages @ 1% of Performance Security value per week with maximum up to 10%. Thereafter, DSCL has the option to terminate the Contract and encash full amount of the Performance Security.

#### **6. Termination of Contract:**

DSCL reserves the right to terminate the Contract in case of not satisfactory performance after giving a written notice of minimum 30 days *or immediately without assigning any reason thereof*.

#### **7. Settlement of Disputes:**

- 7.1 The DSCL and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 7.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the DSCL or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.
- 7.3 All disputes shall be subject to jurisdiction of courts in Dehradun.
- 7.4 Compliance of Uttarakhand Procurement Rule 2017, as amended time to time ; Uttarakhand Minimum Wage Act, EPF ACT ,ESIC act and other relevant acts and rules etc, shall strictly be followed while evaluating the bid.

#### **8. Force Majeure**

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event.

The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

### SCHEDULE OF REQUIREMENTS

Sr. No.	Staff Position	Tentative Requirement (Nos.)	Min Qualification
1	PS to CEO and ACEO/Stenographer	02	Graduate with computerskill shorthand- 80 to 100 wp min English, 80 wpm in Hindi. Typing speed minimum 5000 kdph in English and 4000 kdph in Hindi with 2 years of Experience. English proficiency will be given preference.
2	Junior Engineer (IT)	01	Diploma in Information Technology with minimum experience of 5 years preferably in Govt./PSUs.
3	Account Assistant	01	<a href="#">B.Com</a> with at least 04 years' experience computerized accounting. Preference for experience with Govt. Dept. /Project.
4	Office Assistant cum Data Entry Operator	05	Graduate with computer skill and more than 2 years' experience in Computer and Office related works. Good English and bilingual typing preferred.
5	Multi-Purpose Worker/ Attendant	05	Intermediate preference for experience with Govt. Dept/Project, in capacity of office attendant.

**A. Letter of Technical Bid**

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

Ref:

Date:

To  
The Chief Executive Officer (CEO),  
Dehradun Smart City Limited (DSCL)  
777, Saatvik Tower, Rajendra Nagar,  
Kaulagarh Road, Dehradun – 248001,  
Uttarakhand

**Sub: Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years through E-Procurement.**

Sir,

1. Being duly authorized to represent and act for and on behalf of.....  
.....(Hereinafter referred to as “the applicant”), and having studied and fully understood all the information provided in the Tender document, the undersigned hereby apply as a Bidder for **“Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years through E-Procurement”** according to the terms & conditions of the Tender Document issued by DSCL.
2. Our Technical & Financial Bids are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Bid Security/Bid Security Declaration is enclosed in the Envelope 1 marked “Bid Security deposit”.
4. DSCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. DSCL and its authorized representatives may contact the following persons for any further information:  
Name of the person (s): .....  
Address: .....  
Phone: .....  
Fax: .....
6. This application is made with full understanding that:
  - (a) DSCL reserve the right to reject or accept any Bid, cancel the bidding process, and / or reject all Bids.
  - (b) DSCL shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this Tender document including all amendments and Project related Information as required for the Bid.



We have also visited the proposed project sites and surroundings, for the assessment and have made our own due diligence and assessment regarding the project.

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

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

Date:  
Place:

Authorized signatory  
Name and seal of Bidder:

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

(a) Name:

(b) Address :

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

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

Signed

**(Name of the Authorized Signatory)**

For and on behalf of

**(Name of the bidder)**

Designation:

Place:

Date:

**To be enclosed:**

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

**C. Format for Financial Information of Bidder's Organization**  
(To be submitted and signed by the Bidder's authorized signatory)

Ref:

Date:

To  
The Chief Executive Officer (CEO),  
Dehradun Smart City Limited (DSCL)  
777, Saatvik Tower, Rajendra Nagar,  
Kaulagarh Road, Dehradun – 248001,  
Uttarakhand

**Sub: Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years through E-Procurement.**

Sir,

We hereby submit our Financial Information for the captioned project.

S.No.	Parameters	FY 2018-19	FY 2019-20	FY 2020-21
1	Annual turnover In INR.			
2	Net Worth /Financial Standing			
Average annual turnover for the last three financial year				

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

Date:  
Place:

Authorized signatory  
Name and seal of Bidder:

**D. Format for Completed Project Experience in similar nature during last Three Years**

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

Ref:

Date:

To

The Chief Executive Officer (CEO),  
Dehradun Smart City Limited (DSCL)  
777, Saatvik Tower, Rajendra Nagar,  
Kaulagarh Road, Dehradun – 248001,  
Uttarakhand

**Sub: Request for Proposal for Hiring of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years through E-Procurement.**

Sir,

We hereby submit our project experience for the captioned project.

S.No.	Description of Project/ Scope of Work	Details and Number of items supplied	Name of the Client	Contract Period	Agency Charges/Fee Earned (Rs in Lakh)
1					
2					
3					
4					
5					

Supporting documents such as copies of Work Order/Contracts/LoAs/Completion Certificate/end user certificate to attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

Date:  
Place:

Authorized signatory  
Name and seal of Bidder:

## E. AFFIDAVIT FOR CORRECTNESS OF BID

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

I ..... S/o ..... Resident of the .....  
..... (Insert designation) of the ..... (insert name of the Bidder), do  
solemnly affirm and state as under:

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

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

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

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

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

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

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

### VERIFICATION:

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

Verified at ..... , on this ..... day of....., 2022.

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

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

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

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

For.....

Accepted .....

(Signature)

(Name, Title and address) of the Attorney

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## G. Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No.....*[insert guarantee reference number]*

Date .....*[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_ *[name of Bidder]* (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the supply of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Invitation for Bids No.....*[insert number]* (hereinafter called "the IFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Purchaser]* (hereinafter called "the Purchaser ") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid;

or

(2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the







**H. Performance Security - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No..... *[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Purchaser]*

\_\_\_\_\_ *[address of Purchaser]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied there under or of any of the Contract documents which may be made between you and the Applicant 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 ..... (i.e.) 60 days following the Completion date of the Contract including any warranty obligations, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## I- Fraud and Corrupt Practices

*(To be submitted on letter head of the organization)*

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, DSCL may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of DSCL, if an Service Providers is found by DSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by DSCL or by any other agency of Government of Uttarakhand during a period of 2 (two) years from the date such Service Providers are found by DSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of DSCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of DSCL in relation to any matter concerning the Work;
  - b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by DSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



Dated this .....Day of ....., 2022.

Name of the Service Provider

.....

Signature of the Authorised Person

### J - Debarment / Non-Blacklisting

**Format for affidavit certifying that Entity/Directors of Entity is not blacklisted**  
(AFFIDAVIT BY THE BIDDER ON STAMP PAPER OF Rs. 10/- DULY ATTESTED NOTARY PUBLIC)

#### *Affidavit*

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

Name of the Bidder

.....

Signature & Name of the Authorized Person

Designation:

Date:

### **K- Format for Anti-Collusion Certificate**

#### **Anti-Collusion Certificate**

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Service Provider or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Dated this .....Day of ....., 2022

Name of the Service Provider

.....  
Signature of the Authorised Person

## Contract Agreement

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

THIS CONTRACT AGREEMENT is made

the [ insert: **number** ] day of [ insert: **month** ], [ insert: **year** ].

BETWEEN

(1) [ insert complete name of Purchaser ], a [ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser } ] and having its principal place of business at [ insert address of Purchaser ] (hereinafter called “the Purchaser”), and

(2) [ insert name of Supplier ], a corporation incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in Rs] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

- (a) The letter of Acceptance
- (b) this Contract Agreement
- (c) Letter of Bid – Technical Part
- (d) The Supplier’s letter of Bid – Financial Part and original completed Schedules including Price Schedules
- (e) Conditions of Contract
- (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (g) [Add here any other document(s) listed as part of contract]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.



For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[ insert title or other appropriate designation ]*  
in the presence of *[ insert identification of official witness]*

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

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

**NOTE: THE PER MONTH SALARY INCLUDING EPF AND ESI PER PERSON SHOULD NOT EXCEED THE MAXIMUM AMOUNT MENTIONED IN THE SCHEDULE OF REQUIREMENTS.**

### Checklist for Technical Bid

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