

Tender Inviting Authority: Office of the CEO, Dehradun Smart City Limited

Name of Work: NATIONAL COMPETITIVE BIDDING FOR HIRING OF RECRUITMENT AGENCY FOR SUPPLY OF MANPOWER TO DEHRADUN SMART CITY LIMITED FOR A PERIOD OF TWO YEARS UNDER e-PROCUREMENT SYSTEM

Contract No:

Name of the Bidder/ Bidding Firm /	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT	NUMBE	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	Monthly Wage RATE in Figures To be entered by the Bidder inclusive of EPF and ESI (INR)	TOTAL AMOUNT Per Month (INR)	TOTAL AMOUNT Per Month in Words
1	2	4	5	13	53	55
1	Manpower Requirements					
1.01	PS to CEO and ACEO/Stenographer	2.00	Nos		0.00	INR Zero Only
1.02	Junior Engineer (Civil)	1.00	Nos		0.00	INR Zero Only
1.03	Junior Engineer (Electrical)	1.00	Nos		0.00	INR Zero Only
1.04	Junior Engineer (Mechanical)	1.00	Nos		0.00	INR Zero Only
1.05	Account Assistant	1.00	Nos		0.00	INR Zero Only
1.06	Office Assistant cum Data Entry Operator	5.00	Nos		0.00	INR Zero Only
1.07	Multi Purpose Worker/ Attendant	5.00	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Dehradun Smart City Limited
777, Saatvik Tower, Opp Hotel L P Residency, Rajendra Nager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India
Ph: 0135-2750894, Fax: 0135-2750817, Email-smartcityddn@gmail.com


DEHRADUN SMART CITY LIMITED (DSCL) invites bids/proposals for the following assignments through e-procurement process :

Sr. No.	Assignment Name	Download Start Date and Time	Download End Date and Time
1	Request for proposal For Setting up of Water ATM for Safe Drinking Water including Designing, financing, constructing / installing, operating and maintaining of Water ATMs and vending of water from Water ATMs at Public Places through Public Private Partnership (PPP) at designated locations under "Smart City Mission" at Dehradun City Bid Ref: 01(R)/DSCL/18-19/PPP/SWA	29/11/2018 at 1100 hours	13/12/2018 up to 1100 hours
2	Request for proposal for Smart Toilet including Designing, financing, constructing/installing, operating and maintaining of Smart Toilet at Public Places through Public Partnership (PPP) at designated locations under "Smart City Mission" at Dehradun City Bid Ref: 01(R)/DSCL/18-19/PPP/ST	29/11/2018 at 1100 hours	13/12/2018 up to 1100 hours
3	National Competitive Bidding For Hiring Of Recruitment Agency For Supply Of Manpower To Dehradun Smart City Limited For A Period Of Two Years Under E-Procurement System Bid Ref: DSCL/18-19/NCB/HRA	29/11/2018 at 1100 hours	19/12/2018 up to 1100 hours

Bids/proposals must be submitted online on the website <https://uktenders.gov.in>. A complete set of bidding document/RFP including information regarding the tender document fees, bid security etc. may be downloaded by interested eligible bidders from the website. The bidders are required to obtain Digital Signature Certificate (DSC) for uploading the bid document on the portal <https://uktenders.gov.in>. Any amendment/corrigendum in future against the above tenders/assignments shall be uploaded in <https://uktenders.gov.in> only.

Chief Executive Officer, DSCL

Size= 12 cm X 12 cm


20/11/2018

**NATIONAL COMPETITIVE BIDDING FOR HIRING OF RECRUITMENT
AGENCY FOR SUPPLY OF MANPOWER TO DEHRADUN SMART CITY
LIMITED FOR A PERIOD OF TWO YEARS UNDER e-PROCUREMENT
SYSTEM**



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

Ph: 0135-2750894, Fax: 0135-2750817

Email-smartcityddn@gmail.com

Bid Ref. No. DSCL/18-19/NCB/HRA

Issued On: 29/11/2018

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	DSCL/18-19/NCB/HRA
2.	Availability of Tender Documents	The Tender document for this work shall be available from website http://uktenders.gov.in from 29/11/2018 to 19/12/2018 up to 11:00 hrs.
3.	Pre-Bid Meeting	04/12/2018 at 11:00 hrs onwards. Bidder shall have to email their queries to smartcityddn@gmail.com 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, Opp Hotel L P Residency, RajendraNager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817
4.	Last date for down loading of bid document from the E-procurement platform: http://uktenders.gov.in	19/12/2018 up to 11:00 hrs. 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	19/12/2018 up to 17:00 hrs
6.	Submission of original documents i.e. EMD, Tender Fees (Non-refundable) and Affidavit for Correctness of Bid	20/12/2018 up to 11:00 hrs. Address for submission of original documents: Office of the Chief Executive Officer, Dehradun Smart City Limited, 777, Saatvik Tower, Opp Hotel L P Residency, 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 on line by the Authorized Officers on 20/12/2018 at 11:30 am
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, Opp Hotel L P Residency, RajendraNager, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India Ph: 0135-2750894, Fax: 0135-2750817 Email- smartcityddn@gmail.com

TENDER DOCUMENT-IMPORTANT DATA

Tender Notice No.	DSCL/18-19/NCB/HRA	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	National Competitive Bidding For Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years Under E-Procurement System	
Bid Type	<u>Two Bid, Single Envelope</u>	
Bid Currency	Single- 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 if the performance found satisfactory
	Tender Document Fee (Non-refundable)	INR 10,000/- (Indian Rupees Ten Thousand Only) 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	INR 1, 73,000/- (Indian Rupees One Lakh Seventy Three Thousand Only) in the form of Unconditional Bank Guarantee or Demand Draft/Bankers Cheque payable at DEHRADUN issued in favour of “Chief Executive Officer, Dehradun Smart City Limited”).

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 under e-procurement system 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 Affidavit for Correctness of Bid.

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

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

3.1.1. 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. THE PER MONTH SALARY PER PERSON SHOULD NOT EXCEED THE MAXIMUM AMOUNT MENTIONED IN THE SCHEDULE OF REQUIREMENTS.

4. Technical Qualification Conditions

4.1 The Bidder should be registered with the Labour Department of State /central Govt. having at least 5 years of experience in the related field and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned department (s) of the Government. Certificates supporting the same shall be submitted along with the bid.

4.2 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.

4.3 The bidder shall have average annual turnover of at least **INR 43.00 Lakhs** for the last three financial years. The bidder should submit the average annual turnover certificate for the last three FY which should be certified by CA.

4.4 The bidder shall submit an affidavit duly attested by Notary Public/Oath Commissioner to the effect that the service provider has neither been blacklisted nor debarred by any authority.

4.5 The bidder should submit a copy of valid manpower license from the Regional Manpower Commissioner for specific number required for the contract under Contract Manpower (Regulation & Abolition) Act, 1970.

4.6 The bidder should submit a copy of the registration for the Employees Provident Fund and Employees State Insurance Act

4.7 The bidder should submit the information on the past projects successfully completed within last 10 years.

4.8 The bidder should be in continuous business of providing manpowers similar to that specified in the **‘Schedule of Requirements’** during the last 3 years prior to bid opening. Supporting documents to be attached.

4.9 The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for completing the required manpower

requirement.

4.10 The bidder should submit reports on financial standing of the bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificate, etc.

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.

The Bidder shall submit the following additional documents in the Technical Bid of its bid:

1. Certification of incorporation.
2. The following details shall also be provided by Indian Bidders:
 - (a) Name, address, and ward/circle where they are being assessed of the Directors of the Bidding Company.
 - (b) Company's PAN and Income Tax clearance certificate and ward/circle where it is being assessed,
 - (c) Registration details of the company under applicable taxes, and other laws as may be applicable.
 - (d) Power of Attorney of the person who is authorized to sign the bid.
3. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.

5. Other Terms & Conditions

5.1 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.

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

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

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

5.5 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

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

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

5.8 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.

5.9 The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of DSCL Office.

5.10 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.

5.11 Requisite manpower shall be provided within 15 days from the final contract signing.

5.12 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.

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

5.14 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, than the variation shall be done as per the prices quoted by the successful bidder in their price bid BOQ.

5.15 In case DSCL found that the performance of any of the deployed manpower is not satisfactory, the successful bidder shall replace him/her within 15 days after getting notice from DSCL in writing.

6. Bid Security

The Bid Security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form
- (b) If the successful Bidder fails to sign the Contract within the time specified in the Tender Document.
- (c) If the successful bidder fails to furnish the Performance Security.

7. Performance Security

Within 21 days of Letter of Award, the successful bidder shall furnish Performance Security to DSCL which shall be for an amount of 10% 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 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.

8. Termination

This agreement may be terminated by either partly or fully by giving three months' notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the contractor shall take steps to withdraw all employees in a smooth and orderly manner.

9. Mode of Payment

(i) The bidder shall raise the bill, in triplicate, along with attendance sheet duly verified by the person authorized by DSCL in respect of the persons deployed and submit the same to the DSCL in the first week of the succeeding month. The bill, in proper form, must be duly accompanied by details of work carried out in that month and shall also be accompanied with the details of ESI & EPF deposit slip for the previous month. The Bidder's Bills shall be prepared and actual manpower deployed and the same shall be certified by officer-in-charge respective section of the DSCL.

(ii) The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the office.

(iii) A successful bidder shall submit necessary bank details for bill payment at the time of entering into contract.

10. 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.

11. Settlement of Disputes

The Contract agreement and any transaction in furtherance thereto shall be governed by the laws of India, and the Courts of Dehradun shall have absolute jurisdiction over all matters directly and indirectly arising out of or relating to the Contract Agreement, before during or after extinguishment, termination and/or transfer of the project.

SCHEDULE OF REQUIREMENTS

Sr. No.	Staff Position	Tentative Requirement (Nos.)	Max. Salary as per GO/position/month (INR)	Min Qualification
1	PS to CEO and ACEO/Stenographer	02	30,000/-	Graduate with computer skill shorthand-80 to 100 wpm in 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 (Civil)	01	35,000/-	Diploma in Civil Engineering with minimum experience of 5 years preferably in Govt./PSUs.
3	Junior Engineer (Electrical)	01	35,000/-	Diploma in Electrical Engineering with minimum experience of 5 years preferably in Govt./PSUs.
4	Junior Engineer (Mechanical)	01	35,000/-	Diploma in Mechanical Engineering with minimum experience of 5 years preferably in Govt. /PSUs.
5	Account Assistant	01	35,000/-	B.Com with atleast 04 year's experience computerized accounting. Preference for experience with Govt. Dept. /Project.
6	Office Assistant cum Data Entry Operator	05	20,000/-	Graduate with computer skill and more than 2 year's experience in Computer and Office related works. Good English and bilingual typing preferred.
7	Multi-Purpose Worker/ Attendant	05	12,000/-	Intermediate preference for experience with Govt. Dept/Project, in capacity of office attendant.

Bidding Forms

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, Opposite Hotel L P
Residency, Rajendra Nagar, Kaulagarh
Road, Dehradun – 248001, Uttarakhand

Sub: National Competitive Bidding for Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years under E-Procurement System.

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 “*National Competitive Bidding for Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years under E-Procurement System*” 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 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.

Authorized signatory

Date:

Name and seal of Bidder:

Place:

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, Opposite Hotel L P
Residency, Rajendra Nagar, Kaulagarh
Road, Dehradun – 248001, Uttarakhand

Sub: “National Competitive Bidding for Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years under E-Procurement System”

Sir,

We hereby submit our Financial Information for the captioned project.

S.No.	Parameters	FY 2015-16	FY 2016-17	FY 2017-18
1	Annual turnover In INR.			
Average annual turnover for the last three financial year				

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

Authorized signatory:

Date:

Name of Authorized signatory

Name and seal of Bidder:

Place:

D. Format for Completed Project Experience in similar nature during last Five Year

(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, Opposite Hotel L P
Residency, Rajendra Nagar, Kaulagarh
Road, Dehradun – 248001, Uttarakhand

Sub: “National Competitive Bidding for Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years under E-Procurement System”

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.

Authorized signatory:

Date:

Name of Authorized signatory

Name and seal of Bidder:

Place:

E. Affidavit

(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 “National Competitive Bidding for Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years under E-Procurement System” (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....., 2018.

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 **“National Competitive Bidding for Hiring Of Recruitment Agency for Supply of Manpower to Dehradun Smart City Limited for a Period of Two Years under E-Procurement System”** 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 deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

[Signature, name, and address]

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

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.

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, Page No.
1	Tender Fees		
2	Bid Security/EMD		
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 certificate for the last three FY duly certified by CA		
14	Copy of MoU		
15	Letter of Technical Bid		
16	Any other relevant document		