

Request for Proposals

Selection of Services for:

Hiring of Junior Engineer (JE) and Data Entry Operator (DEO) through
outsourcing agency

Department of Panchayati Raj, Uttarakhand

Issued on: 28 June, 2018

SUMMARY DESCRIPTION

STANDARD REQUEST FOR PROPOSALS

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Letter of Invitation (LOI)

This Section is a template of a letter from the Client addressed to agency/firm/Company inviting it to submit a proposal for,

- 1) data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
- 2) Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

Section 2: Instructions to Bidders, Data Sheet, Summary and Personnel Evaluation Forms.

This Section consists of two parts: “Instructions to Bidders” and “Data Sheet”. “Instructions to Bidders” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Bidders” that call for selection-specific information to be added. This Section provides information to help shortlisted bidders prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates that a Full Technical Proposal (FTP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP that are to be completed by the Bidders and submitted in accordance with the requirements.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the Bidders, which are to be submitted in accordance with the requirements.

Section 5: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of human resources; and lists the expected deliverables.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6: Standard Forms of Draft Agreement

This Section includes standard contract forms for assignments.

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PART I

Section 1. Letter of Invitation

Ref: RFP No.
Dehradun

Date –

Dear Mr. /Ms.:

Department of Panchayati Raj, Uttarakhand has received financing toward the cost for,

1. data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
2. Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

JEs would be hired at the ceiling of Rs 20000.00 per JE per month and Data Entry Operator (DEO) at the ceiling of Rs 15000.00 per DEO per month (all the rates are inclusive of all the charges and taxes). The Panchayati Raj Department, Government of Uttarakhand, the Executing department, intends to apply the fund to eligible payments under the contract for which this Request for Proposals is issued and will be subject, in all respects, to the terms and conditions of the agreement.

3. The Panchayati Raj Department, Government of Uttarakhand now invites proposals for,
 1. data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
 2. Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

More details on the Services are provided in the Terms of Reference.

4. This Request for Proposals (RFP) is addressed as an open tender.
5. A firm will be selected 02 bid system as described in this RFP.

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to bidders, Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 – Draft Agreement

7. Details for e-tender on the proposal's submission date, time and address, are provided in tender documents.

Yours sincerely,

Director

Panchayati Raj, Uttarakhand

Section 2. Instructions to Bidders and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the bidder.
- (b) “Applicable Guidelines” means the policies of the Panchayati Raj Department, Govt. of Uttarakhand governing the selection and Contract award process in this RFP.
- (c) “Client” means the Director, Panchayati Raj Department, Govt. of Uttarakhand [implementing/ executing agency] that signs the Contract for the Services with the selected Bidder.
- (d) “Bidder” means a legally-established professional agency/firm/Company that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Bidder.
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Bidder.
- (i) “Government” means the government of Uttarakhand.

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- (j) “LOI” (this Section 1 of the RFP) means the Letter of Invitation.
 - (k) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.
 - (l) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Bidder.
 - (m) “Services” means the work to be performed by the Bidder pursuant to the Contract.
 - (n) “TORs” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results and deliverables of the assignment.

2. Introduction

The bidders are invited to submit a Technical Proposal and a Financial Proposal for services required for the assignment. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected bidder.

3. Conflict of Interest

3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

B. Preparation of Proposals

- 4. General Considerations** In preparing the Proposal, the bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 5. Cost of Preparation of Proposal** The bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidder.
- 6. Documents Comprising the Proposal** The Proposal shall comprise the documents and forms listed in the Data Sheet and in instructions elsewhere.
- 7. Only One Proposal** The Bidder shall submit only one Proposal.
- 8. Proposal Validity**
- 8.1 The Bidders' Proposal must remain valid for 90 days after the Proposal submission deadline.
 - 8.2 During this period, the Bidder shall maintain its original Proposal without any change, including the availability of human resources, the proposed rates and the total price.
 - 8.3 CVs shall be submitted by successful bidder only after the bid is awarded. If it is established that any human resource nominated by the successful bidder

was not available at the time of deployment, such bidder shall be disqualified.

9. Clarification and Amendment of RFP

At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. All the corrigendum/amendments would be notified on website only.

10. Technical Proposal Format and Content

10.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

10.2 The Bidder is required to submit a Full Technical Proposal (FTP) and using the Standard Forms provided in the RFP.

11. Financial Proposal

11.1 The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment as indicated.

b. Taxes

11.2 The Bidder and human resources are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

C. Submission, Opening and Evaluation

12. Submission, Sealing, and Marking of Proposals

12.1 The bidding under this contract is electronic bid submission through website <https://uktenders.gov.in>. The Invitation for Bid is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for

Bids and can view the details of works for which bids are invited. The perspective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <https://uktenders.gov.in> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

- 12.2 The completed bid comprising of documents indicated tender document, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of tender fee and bid security in case it is provided in the form of FDR only.

The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

13.3 Electronic Submission of Bids:

13.3.1 The bidder shall submit online two separate files. Part I, marked Technical Qualification Part and Part II; marked as Financial Part.

13.3.2 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

13.3.3. Deadline for Submission of Bids

Complete Bids in two parts as per above must be received by the Employer online not later than the date and time indicated in Data Sheet. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

13.3.4. The initial period of contract shall be for one year which may be extended fully or partially by one or more years at a time depending on performance of the Agency, availability of fund in particular head, and at discretion of the Directorate of Panchayati Raj, Dehradun or the authority competent for it.

13.3.5. The bidder shall pay Bid Security (EMD) of Rs 17.65 lakh along with the Technical Bid by FDR only in favour of "Director Panchayati Raj, Uttarakhand, Dehradun," drawn on any Nationalized Bank/ Scheduled Bank and payable at Dehradun. Bids received without tender fee (non-refundable) and

Earnest Money Deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage.

13.3.6. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.

13.3.7. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 5 % of Annual Contract value towards Security Deposit by way of FDR only in favour of "Director Panchayati Raj, Dehradun," drawn on any Nationalized Bank / Scheduled Bank and payable at Dehradun. Bank Guarantee Bond of a scheduled bank in the prescribed format is also acceptable in this regard.

13.3.8. The EMD deposited by successful bidder/agency may be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference in amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by the Director of Panchayati Raj, Uttarakhand, Dehradun.

13.3.9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.

13.3.10 The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no

request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.

13. Opening of Technical Proposals

The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Bidders' authorized representatives who choose to attend. The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain closed.

14. Proposals Evaluation

14.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

14.2 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical Proposals.

15. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Summary and Personnel Evaluation Sheet attached to the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

16. Financial Proposals

If financial Proposals were invited together with the Technical Proposals, only the Financial Proposals of the technically qualified Bidders are opened by the

Client's evaluation committee.

**17. Public Opening
of Financial
Proposals**

17.1 After the technical evaluation is completed, the Client shall notify technical qualifying scores on the website.

17.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Bidders whose proposals have passed the minimum technical score.

17.3 The Bidder achieving the highest financial score (L1) will be invited for negotiations.

D. Negotiations and Award

18. Negotiations

20.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the bidder's, representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder.

20.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Bidder's authorized representative.

**a. Availability of
human resources**

20.3 The successful Bidder shall confirm the availability of all human resources included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement. Failure to confirm the human resource's availability may result in the rejection of the Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

19. Conclusion of Negotiations

21.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Bidder's authorized representative.

21.2 If the negotiations fail, the Client shall inform the Bidder in writing of all pending issues and disagreements and provide a final opportunity to the Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the Bidder of the reasons for doing so and the Client will invite the next-ranked Bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

20. Award of Contract

22.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**.

22.2 The Bidder is expected to commence the assignment on the date and at the location specified in RFP.

Data Sheet

A. General	
1	<p>Name of the Client: Director, Panchayati Raj, Uttarakhand, / Directorate of Panchayati Raj, Danda Lakhaund, Near I.T. Park, Sahastradhara Road, Dehradun-248001 Tele/Fax: 0135-2607855, Fax : 0135-2607108 E-mail: director.pr.uk@gmail.com Method of selection: 2 bid system</p>
2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p>
3	<p>Turn over : Average annual turnover during last 3 financial years immediately preceding the current financial years (as per last published Balance Sheet) should be minimum Rs. 250 lakh only. The net worth must be positive as per audited Balance Sheet during last 3 financial years.</p>
4	<p>Solvency Certificate and Character Certificate- A tenderer has to submit a character certificate and the solvency certificate of more than Rs. 100 lakh obtained by him from the District Magistrate of his home district, which should be valid as on date the tender is published.</p>
B. Preparation of Proposals	
5	<p>The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 AND</p>

	Financial Proposal: (1) BOQ
6	Agency/firm/Company are allowed to participate in the bid. Sub-contracting of services is not allowed.
7	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Director, Panchayati Raj, Uttarakhand,/ Directorate of Panchayati Raj, Danda Lakhaund, Near I.T. park, Sahastradhara Road, Dehradun-248001</p> <p>Tele/Fax: 0135-2607855, Fax : 0135-2607108 E-mail: director.pr.uk@gmail.com</p>
C. Submission, Opening and Evaluation	
8	<p>Date and time of opening of technical proposal: Date: To be informed later Time: To be informed later Place of opening Director, Panchayati Raj, Uttarakhand,/ Directorate of Panchayati Raj, Danda Lakhaund, Near I.T. park, Sahastradhara Road, Dehradun-248001 Tele/Fax: 0135-2607855, Fax : 0135-2607108 E-mail: director.pr.uk@gmail.com</p>
9	<p>The evaluation criteria, sub-criteria, and point system are specified in the Summary Sheets that are attached to the Data Sheet.</p> <p>The minimum technical score (St) required to pass is: 60 (on a scale of 1 to 100)</p>
10	The lowest evaluated Financial Proposal (L1) is given the maximum

	<p>financial score (sF) of 100.</p> <p>The lowest evaluated Financial Proposal (L1) would be awarded as the first ranked and would be called for negotiation.</p> <p>Note-</p> <ol style="list-style-type: none"> 1- calculation would be rounded off to 2 decimals. 2- Service charge cannot be quoted less than 2.5% . 3- Data entry Operators will also assist in other departmental works and PES online softwares and therefore only skilled manpower (clerical category 1) shall be provided and their remuneration would be in accordance with the current labor laws as on the date of tender is published. 4- Junior Engineer is a highly skilled recourse and therefore The minimum monthly rate for the Junior Engineer shall not be charged less than the rate given for highly skilled manpower by G.O. No. 500/XVII-5/2018-09(17)2004-TC-1 Dated 10 may 2018 (for UPNL sponsored employees) of Government of Uttarakhand (All the heads i.e. basic wages, allowances, gratuity & bonus mentioned in above G.O. are to be charged). 5- A maximum of Rs 20000.00 per month per JE and Rs 15000.00 per month per DEO including of all taxes and charges can be charged .
	<p>D. Negotiations and Award</p>
<p>11</p>	<p>Expected date for contract negotiations: Date: To be Informed Later</p>

A : Essential

S.No	Basic Requirement	Specific Requirement	Documents Required
1	Legal Entity	<ul style="list-style-type: none"> • The agency must be a company registered under the Indian Companies Act 1956 (or the Companies Act, 2013) and be in business for more than 3 years in India as on 31 march, 2018 • The agency must be registered with Service Tax, EPF, ESI, PAN and IT returns • Shall have at least 50 employees in its rolls as on 31st March 2018 • A tenderer has to submit a character certificate and the solvency certificate of more than Rs 100 lakhs obtained by him from the District Magistrate of his home district, which should be valid on date the tender is published. Certificates attached with tender be valid on date the tender is published. 	<ul style="list-style-type: none"> • Certificate of Incorporation • Service Tax Registration Certificate • EPF Registration Certificate with No. • ESI Registration Certificate with No. • PAN copy. • Up-to-date IT returns for last 3 years (2014-15, 2015-16 and 2016-17) • Documentary evidence showing total Number of Employees in Pay Roll of Firm as on 31.03.2018. • The tender will be responsive of those only whose solvency certificate status will be of more than 100 lakhs. Detailed particulars should be furnished in solvency certificate. Certificate attached with tender . • The tenderer will have to submit good character certificate of the District Magistrate, where they reside. Certificates attached with tender should be valid on date the tender is published.
2	Financial Turnover	<ul style="list-style-type: none"> • Average annual turnover during last 3 financial years immediately preceding the current financial years (as per last published Balance Sheet) should be minimum Rs. 250 lakh only. • The net worth must be positive as per audited Balance Sheet during 	<ul style="list-style-type: none"> • Copy of audited balance sheet and profit & loss account showing the relevant trade for last 3 financial years (2014-15, 2015-16 and 2016-17) • Certificate from Chartered Accountant for the turn over. • Certificate from Chartered

S.No	Basic Requirement	Specific Requirement	Documents Required
		last 3 financial years.	Accountant for the net worth.
3	Local presence	<ul style="list-style-type: none"> The firm should have an office in Uttarakhand or a undertaking that the firm/ organization shall open its office in Uttarakhand within 60 days of selection. 	<ul style="list-style-type: none"> Self-certified letter on existence of local office along with necessary evidence or undertaking that the firm/ organization shall open its office in Uttarakhand within 60 days of selection
4	Blacklisting	Affidavit by the authorized signatory of the agency that the agency has not been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of publication of this EoI.	affidavit in prescribed format as per annexure- 2 of Appendix 1
5	Consortium/ Joint Venture	Consortium/ Joint ventures are not allowed.	NA

SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSALS

APPENDIX – I

(i) Evaluation Sheets to be used for the evaluation of Technical Proposals

EVALUATION CRITERIA	Max. Weight	Bidder 1	Bidder 2	Bidder ---	Bidder ---
1. Profile of the organization	15				
a- Working for more than 10 years	15				
b- Working for more than 5 years	10				
c- working for more than 3 years	6				
2. Average turnover of last three years	15				
a- 2.5 crore to 3 Crore	13				
b- 3 Crore to 4 Crore	14				
c- More than 4 Crore	15				
3. Total no. of professional/ manpower	20				
a- 50 to 100	8				
b- 101 to 200	12				
c- 201 to 500	16				
d- More than 500	20				
4. Feedback of manpower supply	10				
a- No feedback	4				
b- Feedback from 01 organization	6				
c- Feedback from 02 organization	8				
d- Feedback from more than 2 organization	10				
5. Nomination of key persons for hand	10				

EVALUATION CRITERIA		Max. Weight	Bidder 1	Bidder 2	Bidder ---	Bidder ---
holding support to the DEOs						
a- Project Manager		upto 4				
b- Coordinator		upto 3				
c- Training officer		upto 3				
6. Qualification		20				
a.	Experience in similar projects					
	a. Having experience of providing DEOs	8				
	i. Experience of providing more than 100 DEOs	8				
	ii. Experience of providing more than 50 DEOs	4				
	b. Having experience of providing JEs	7				
	i. Experience of providing more than 50 JEs	7				
	ii. Experience of providing more than 25 JEs	4				
b.	Experience of working in Govt. Depts.	upto 5				
7. Approach & Methodology		10				
a	Understanding of Objectives/description of approach	upto 4				
d	Work plan	upto 3				
f	Counterpart Personnel & Facilities	upto 3				
Total		100				

Section 3: Technical Proposal – Standard Forms

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
Director

Panchayati Raj,
Uttarakhand, Dehradun

Dear Sir:

.....We, the undersigned, offer to provide the services for

1. data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
2. Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

for Panchayati Raj Department, Uttarakhand in accordance with your Request for Proposals on the selection method of 2 bid system. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as directed.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

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- (c) We have no conflict of interest in accordance with instructions.
 - (d) We meet the eligibility requirements as stated in instructions.
 - (e) We undertake to negotiate a Contract.
 - (f) We shall not invite or hire services of any other firm/third party without prior consent of Panchayati Raj Department, Uttararakhand.
 - (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption in force.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than 30 days of the date of letter of award.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Bidder:

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2 (for Full Technical Proposal Only)

BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: A brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment.

A - BIDDER'S Organization

1. Provide here a brief description of the background of your organization.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - BIDDER'S Experience

1. List only previous similar assignments successfully completed.
2. List only those assignments for which the Bidder was legally contracted by the Client as an organization. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, but can be claimed by the human resources themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Form TECH-3 (for Full Technical Proposal Only)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for handholding support and implementing the tasks on different departmental schemes (like GPDP, PES software, 14th finance Commission, RGSA etc.) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule Form./ organizational work flow chart}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team.} Please outline the plan to meet out the human resource requirement from local/area specific region as mentioned in RFP.

Form TECH-4 (for Full Technical Proposal Only)**PROFORMA FOR FURNISHING TECHNICAL BID
(Please read the terms and conditions before completing)**

S. no	Item	Details	Page No. of Enclosures															
1.	Name, Address and Telephone Number of the Organization (Please furnish proof of existence of office in Uttarakhand)	:																
2.	Details of the DD/Pay Order/FDR : 1- Rs 1000/- fee for tender document (Non-refundable) 2- Rs 17.65 lakh towards bid security (EMD) . DD/PO No. Date: Drawn on:																	
3	Name of the C.E.O.	:																
4	Name, designation and address, including phone/ mobile number of the contact person	:																
5	<ul style="list-style-type: none"> • Whether the agency is registered under the Indian Companies Act 1956(or the Companies Act, 2013): Y/N • date of commencement of business. 																	
6	Up-to-date IT returns for last 3 years	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="826 1668 1090 1720">Year</th> <th colspan="2" data-bbox="1090 1668 1289 1720">amount (in Rs. lakh)</th> </tr> </thead> <tbody> <tr> <td data-bbox="826 1720 1090 1787">2014-15</td> <td data-bbox="1090 1720 1225 1787"></td> <td data-bbox="1225 1720 1289 1787"></td> </tr> <tr> <td data-bbox="826 1787 1090 1854">2015-16</td> <td data-bbox="1090 1787 1225 1854"></td> <td data-bbox="1225 1787 1289 1854"></td> </tr> <tr> <td data-bbox="826 1854 1090 1921">2016-17</td> <td data-bbox="1090 1854 1225 1921"></td> <td data-bbox="1225 1854 1289 1921"></td> </tr> <tr> <td data-bbox="826 1921 1090 1980">Average</td> <td data-bbox="1090 1921 1225 1980"></td> <td data-bbox="1225 1921 1289 1980"></td> </tr> </tbody> </table>	Year	amount (in Rs. lakh)		2014-15			2015-16			2016-17			Average			
Year	amount (in Rs. lakh)																	
2014-15																		
2015-16																		
2016-17																		
Average																		

7.	(a) Do you have Labour license? Please provide details and attach a copy. (b) Undertaking of the Agency confirming the availability of adequate manpower of requisite qualification and experience for assignment.	:		
8	Solvency certificate of more than Rs 100 lakh and Character certificate from the District Magistrate, which should valid as on date the tender is published . Please provide details and attach a copy.			
9.	Are you covered by Labour Legislations, such as, ESI, EPF, Gratuity Act, etc. Please give ESI Code: EPF Reg. No.: Gratuity Act Reg. No.:	:		
10	GST No. [Attach copy]	:		
11	P.A.N. Number of the : Organization / Owner [Attach Copy]	:		
12	Whether registered with Regional Provident Fund Commissioner or any other trust for regulating the Provident Fund for employees. PF Registration No. and Date [enclose a copy of the relevant documents].	:	YES / NO	

13	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of minimum wages & social securities. (Please note adherence to these orders / rules is compulsory)	:	YES / NO	
14	Please submit an undertaking that the Company (Agency) has not been penalized or convicted by any court in any criminal case and The the Company (Agency) is not black listed at the time of tender.	:		
15	Local Office : Y/N (if not, confirm an undertaking that the firm/ organization shall open its office in Uttarakhand within 60 days of selection)			
16	Blacklisting as on the date of publication of this EoI : Y/N			
17	Confirm to carry assignment as per RFP : Y/N			
18	Confirm to accept all term & conditions specified in RFP : Y/N			

DECLARATION:

- a. It is certified that the information furnished above is correct.
- b. We have gone through the terms and conditions stipulated in the RFP and confirm to abide by the same. A copy of the RFP with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c. We understand that the decision of Director, Panchayati Raj, Government of Uttarakhand to accept / reject “the points of disagreements and proposed solution provided by us” would be final and binding.

-
- d. The signatory to this bid is authorized to sign such bids on behalf of the organization.

Enclosure:

1. 1. FDR No.(bidder has to submit the scanned copy of tender fee and E.M.D along with the technical proposal during the online submission of the said tender as per the dead line time mentioned in the RFP documents)_____

Note- Original EMD instrument and tender fee should be received at Directorate of Panchayati Raj not later than specified date and time of opening of technical proposal in data sheet.

2. Technical proposal (Technical bid-each page must be signed)
3. Financial proposal.
4. Supporting documents as documentary evidence as stated above _____

Place:.....

Date:.....

(Signature of Bidder with seal)

Name:

Address

Phone No (O):

Fax No. (O):

Form TECH-5 (Affidavit of not be under Ineligibility)

Before the Executive Magistrate / Notary Public Sri.....

AFFIDAVIT

I, Sri / Smt. _____ aged about _____ S/o. / D/o. /
W/o. _____ owner/Director of M/s. _____
At- _____ Po- _____, P.S- _____,
Dist- _____ do hereby solemnly affirm and state as follows:

1) That pursuant to the RFP dt. _____ of Directorate of Panchayati Raj, Uttarakhand for

- a) data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
- b) Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

I / my agency/firm/Company am / is an intended bidder to participate in the said tender process.

2) That as per terms & conditions of the RFP documents, I am to declare that, agency/firm/Company have not been blacklisted by any Central / State Government Organisation or by any Public Sector undertakings of the State / Central Government or by any corporation.

3) That neither any criminal case nor any vigilance case is pending against agency/firm/Company before any forum.

4) That I / my agency/firm/Company not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India organization/department.

5) That the facts stated above are true to the best of my knowledge and belief.

Identified by me

Deponents

Advocate

The above deponent being present Executive Magistrate/
before me & duly identified by Notary Public _____

Sri _____

Advocate states on oath that the facts stated above are true to the best of his/her knowledge. Deponent

***Strike out whichever is not applicable.**

Form TECH-6**(Duration of working in Government Department in terms of years)**

Sl. No.	Name of Client and address	Project details	Project Duration (in years)	Work order issued/ MoA/completion certificate signed on (date)

Section 4: Financial Proposal – Standard Forms

Name of the Bidder/ Bidding Firm / Company :										
Sl. No.	Item Description	Quantity	Units	Proposed remuneration on per month including ESI, PF (in Rupees)	Service Charges inclusive of company's overheads, profits etc. to be charged	GST per unit	Any Other Taxes/Duties/Levies in Rs. P	Total remuneration including service charges on per person per month basis Rs	Grand Total Amount In Rs.	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1	Data entry Operator	376	Nos							
2	Junior Engineer	95	Nos							
Total in Figures										
Quoted Rate in Words										

Note-

- 1- Service charge cannot be quoted less than 2.50%. Any bidder quoting less than 2.50% service charge, shall be declared unresponsive.
- 2- Calculation would be rounded off to 2 decimals.
- 3- Data entry Operators will also assist in other departmental works and PES online softwares and therefore only skilled manpower (clerical category 1) shall be provided and their remuneration would be in accordance with the current labor laws. The minimum monthly rate for the above manpower shall be charged as per cost decided for Dehradun region by the labour department.
- 4- Junior Engineer is a highly skilled resource and therefore The minimum monthly rate for the Junior Engineer shall not be charged less than the rate given for highly skilled manpower by G.O. No. 500/XVII-5/2018-09(17)2004-TC-1 Dated 10 may 2018 (for UPNL sponsored employees) of Government of Uttarakhand (All the heads i.e. basic wages, allowances, gratuity & bonus mentioned in above G.O. are to be charged)..
- 5- The ceiling of honorarium for each Data Entry Operator and Junior Engineer have been fixed as Rs 15000.00 per month Rs 20000-00 per month respectively which includes all taxes and Service Charges inclusive of company's overheads, profits etc. Any bidder charging at the rate more than Rs 15000-00/DEO and Rs 20000-00/JE(including of all taxes and charges)/month, shall be declared unresponsive.
- 6- Financial evaluation (**lowest evaluated Financial Proposal (L1)**) shall be decided in accordance with the column no- 11 of the BoQ.
- 7- Rates shall be proposed in monthly basis in BoQ .

Section 5: Terms of Reference (TORs)

1- Background & objectives

Under Fourteenth Finance Commission and State Finance Commission, funds have been approved for Hiring of Junior Engineer (JE) and Data Entry Operator (DEO) through outsourcing agency with an objective to enhance capabilities of Panchayats for good, inclusive local governance with special emphasis on participatory local planning and development, (2) imparting democratic decision making, transparency and accountability among the Panchayats, (3) strengthening Gram Sabha as an effective institution with social inclusion and responsive governance, (4) promoting e-governance at Panchayat level to attain administrative efficiency and improve service delivery, (5) facilitating constructive works in Panchayats (6) e-enablement of Panchayats,.

As a requirement of services for **development & construction works and Data entry works of Panchayats**, Directorate of Panchayati Raj, Uttarakhand intends to engage an agency/firm/Company for

1. data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
2. Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

The engagement of the agency/firm/Company might be extended as per mutual consent of both the parties and the availability of fund under this head remains continues for the same purpose for next years.

2- Objectives of services of JE and DEO through outsourcing agency

- (A) Handholding support to Panchayat officials in their effort in respect of construction works under different departmental schemes and data entry works.
- (B) Coordinating Department in departmental schemes.

3- Scope:

- 1- To provide qualified local manpower for at 95 Blocks. Manpower shall strictly be deployed from Uttarakhand State only. It is mandatory for the agency to deploy the Data Entry Operator from local areas of postings (either from concerned Gram Panchayats or concerned Blocks or concerned District).
- 2- Support Gram Panchayat Vikas Adhikari and Assistant Development Officer (Panchayat) in departmental schemes, construction works, development and adoption and rollout of Panchayat Enterprise Suite (PES) 11 software applications & state specific applications and facilitating their implementations in the State.
- 3- Assisting the Department in doing MIS in Panchayat Sashaktikaran Puraskar (PSP) Application.
- 4- Nominating a managerial team consisting of a Project Manager, a HR Manager and a Trainer cum Coordinator for Overall monitoring of all resource persons engaged on the project and ensure their continuity on the assigned project, to always keep available a reserve pool of resources that can be replaced immediately for continuous functioning.
- 5- To hold the interests of the State Government paramount, strictly avoid conflicts with any other assignments/ jobs or their own corporate interests and act without any consideration for future work.

4- Qualifications for Resource Persons

S. N	Designation	No. of Posts and Location	Minimum Educational Qualification	Minimum Relevant Experience (No. of Years)
1	Junior Engineer (Civil)	95 at block level.	3 years Diploma in Civil Engineering from a recognized Institute or, B.E. / B.Tech. in Civil Engineering from a recognized University	1 year experience.
2	Data Entry Operator	376 at block level.	<p>2- Candidate must have passed Intermediate or equivalent. Preference shall be given to Intermediate Commerce.</p> <p>3- Candidate should have familiarity with Tally software.</p> <p>4- Candidate should have Certificate in Computer from a recognized Institution. Preference would be given to the candidates having certificate course in CCC.</p> <p>5- High level typing skills 4000 key depression/hour in English and 2500 key depression/hour in Hindi.</p>	1 year experience is preferred.

Agreement

This agreement is made at Dehradun on the ----- day of ----- Two thousand eighteen between the Director, Panchayati Raj, Dehradun, Danda Lakhaund, Near I.T. Park, Sahastradhara Road, Dehradun-248001 (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assignee) of the **First Part**.

Second Part

M/s ----- (*hereinafter* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for

1. data entry work and maintenance of accounts of Gram Panchayats through outsourcing agency (hiring of 281 Data Entry Operator (DEO)) under State Finance Commission.
2. Hiring of 95 Junior Engineer (JE) and 95 Data Entry Operator (DEO) through outsourcing agency under Contingency fund of 14th finance Commission.

hearon the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, and any other laws applicable and all statutory obligations, such as, honorarium, allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel engaged for data entry work and maintenance of accounts of Gram Panchayats in department of Panchayati Raj, Uttarakhand. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel engaged by it at Panchayati Raj Department, Uttarakhand. The Client shall have no liability in this regard.

-
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
 4. The contract can be terminated by giving one month notice on either side.
 5. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Annual Value of contract
 6. Performance security Deposit equal to 5% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of FDR or Bank Guarantee shall be furnished by the Agency at the time of signing of the Agreement.
 7. The Agency shall be fully responsible for timely monthly payment of honorarium and any other dues to the personnel engaged at Panchayati Raj Department, Uttarakhand.
 8. The personnel provided by the Agency will not claim to become the employees of Panchayati Raj Department, Uttarakhand and there will be no Employee and Employer relationship between the personnel engaged by the Agency at Panchayati Raj Department, Uttarakhand.
 9. The rates would be fixed for the agreement period and there would be no increase in rates payable to the Agency.
 10. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
 11. Decision of Client in regard to interpretation of the Terms and Conditions.
 12. The Agency shall ensure full compliance with tax laws of India with regard to this Agreement and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
 13. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Dehradun.
 14. The substitution of human resources at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Bidder, including but not limited to death or medical incapacity. In such case, the bidder shall offer a substitute human resource within the period of time specified to

negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

15. Nominated managerial team consisting of a Project Manager, a HR Manager and a Trainer cum Coordinator would make a presentation at Directorate of Panchayati Raj at the end of every quarter on outcomes as per TOR.

THIS AGREEMENT will take effect from ----- day of month----- Two thousand eighteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Dehradun in the presence of the witness

<p><u>For and on behalf of the 'Agency'</u></p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the said _____(Name) _____ on behalf of the 'Agency' in presence of Witness _____ Name _____ Address _____ _____ _____</p>	<p>For and on behalf of the 'Director of Panchayati Raj, Dehradun'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>By the said _____(Name) _____</p> <p>on behalf of the 'Director of Panchayati Raj, Dehradun' in presence of Witness _____ Name _____ Address _____ _____ _____</p>
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