



(Re-Tender)

Request for Proposal

for

**Hiring of Human Resource Service provider for outsourcing of Manpower support to Uttarakhand Housing & Urban Development Authority (UHUDA)
District Development Authorities of Uttarakhand**

Issued by

**Uttarakhand Housing & Urban Development Authority
Rajiv Gandhi Multipurpose Complex, Dispensary Road, Dehradun
Dehradun, Uttarakhand
www.uhuda.org.in**

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Proprietary and Confidential

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The information contained in this document is only disclosed for the purpose of enabling the bidder to submit a proposal to the Uttarakhand Housing & Urban Development Authority in accordance with the requirements of this document. This document should therefore not be used for any other purpose under any circumstances.

This document contains proprietary information furnished for evaluation purposes only; except with the written permission of Uttarakhand Housing & Urban Development Authority such information may not be published, disclosed, or used for any other purpose. The Bidder hereby acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of Uttarakhand Housing & Urban Development Authority and that title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with Uttarakhand Housing & Urban Development Authority. The Bidder agree to take utmost care in protecting the proprietary and confidential nature of the information contained herein.

1. Invitation Notice:

Request for Proposal is being invited by Uttarakhand Housing & Urban Development Authority (UHUDA) from eligible firms for deployment of human resource on outsource basis initially for the 36 months. The RFP Document containing the details of qualification criteria, submission, requirement, brief objective & scope of work and evaluation criteria etc. can be downloaded from the official website <http://uktenders.gov.in> and also from www.uhuda.org.in. **The eligible firms shall have to submit their proposal On-line through e-procurement portal.**

Queries if any may be referred in writing to the office of UHUDA at given address or at email: uhudauk@gmail.com.

2. Schedule of Tender:

| | |
|---------------------------------|---|
| Tender No. UHUDA-02/2014 | |
| Name of the tender issuer | Joint Chief Administrator, Uttarakhand Housing and Urban Development Authority (UHUDA) 4 th Floor, Rajiv Gandhi Complex, Dispensary Road, Dehradun-248001 |
| Scope of Work | “Hiring of Human Resource Service provider for outsourcing of Manpower support to UHUDA” |
| Cost/fee of Tender Documents | <ul style="list-style-type: none"> Rs.5000/- (Rupees Five Thousand) only Tender documents can be downloaded from UHUDA website i.e., http://uhuda.org.in or www.uktenders.gov.in by Dt. 14.09.2023 at 11:00 As per Office Order No 1542/VII-3-19/143-उद्योग/2003 dated 20/08/2019 of Govt. of Uttarakhand, Tender fee is exempted for MSME registered entity in Uttarakhand State. |
| Earnest Money Deposit (EMD) | <ul style="list-style-type: none"> Rs 16,00,000/- (Rupees Sixteen lakhs only). EMD should be in the shape of Demand Draft drawn in favor of “Uttarakhand Housing and Urban Development Authority” payable at Dehradun or in the form of Bank Guarantee as per the format provided Form VI. As per Office Order No 1542/VII-3-19/143-उद्योग/2003 dated 20/08/2019 of Govt. of Uttarakhand, EMD is exempted for MSME registered entity in Uttarakhand State. |

| | |
|---|--|
| Performance Bank Guarantee (PBG) | 5% of the Contract value. |
| Date of Downloading of the tender document | 14-09-2023 at 11:00 AM |
| Bid upload Start Date & Time | 14-09-2023 at 11:00 AM |
| Tender fee and EMD in original to be received at UHUDA office | By 30-09-2023 at 05:00 PM. Else bid shall be considered non responsive. |
| Last Date & Time for Submission of Bid | 03-10-2023 at 3:00 PM |
| Date & Time of Opening of Technical Bid | 03-10-2023 at 4:00 PM at UHUDA office Dehradun |
| Date & Time of technical Presentation | To be Communicated later. |
| Date & Time of Financial Bid Opening | To be Communicated later. |
| Name of the contact person for Communication | Joint Chief Administrator, Uttarakhand Housing and Urban Development Authority (UHUDA) 4th Floor, Rajiv Gandhi Complex, Dispensary Road, Dehradun-248001 |
| Contact Number and E-mail | 0135-2719500 between 10:00 AM to 5:00 PM During officially working days. uhudauk@gmail.com |
| Address for Communication | Uttarakhand Housing and Urban Development Authority (UHUDA) 4th Floor, Rajiv Gandhi Complex, Dispensary Road, Dehradun-248001 |
| Information/corrigendum. | Information/corrigendum shall be available on www.uhuda.org.in . |

Note:

- (1) In the event of the specified date of opening of bids being declared a holiday for the Client, the bids shall be opened on the next working day at the same time and venue.

- (2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and shall be addressed to the Joint Chief Administrator in the manner described under Brief Description of Bid Process of the Bid Documents on or before the stipulated last date & time.
- (3) It is expected that the bidder should be acquainted with the e-procurement process and the process of obtaining DSC. The bidder can visit the e-procurement website of the state, <http://uktenders.gov.in> and can click the link information about DSC and also the Bidder Manual kit for further information.

3. Terms of Reference

I. Background

Uttarakhand Housing and Urban Development Authority (UHUDA) was constituted in 2013 under 'Uttarakhand urban and Country Planning and Development (Amendment) Act, 2013 to be called as 'State Authority'. Broad roles and responsibilities of UHUDA are:

- i. Assessment development and the requirement of new development
- ii. Preparation, review, and revision of master plans/ regional plans of the development area
- iii. Development of new township to be the responsibility of respective DA
- iv. Preparation of plans of mega infrastructure development projects in the identified new development area.
- v. Land pooling & land bank creation for provision of Housing schemes.
- vi. Promoting PPP mode development of mega infrastructure projects.
- vii. Policy formulation for provision of lost cost affordable housing.
- viii. Act as a secretariat for Real Estate (Regulation and Development) Authority

II. Project Objectives

The Uttarakhand Housing and Urban Development Authority (UHUDA) intends to hire a Human Resource Service provider for outsourcing of Manpower support to District Development Authorities of Uttarakhand. The duration of assignment shall be 36 months which can be extended on satisfactory performance.

III. Scope of Work

UHUDA proposes to the hired HR Agency's to undertake the following activities. The key areas of scope included:

- (1) Recruitment Functions
- (2) Training Functions

1) Recruitment Functions

a) The selected HR Agency would have to undertake its own manpower quality testing through pre-proven methods like written tests, Group Discussions, Interviews etc. as per the requirements of the respective positions.

b) **Nationality:** All the proposed candidates must be Citizens of India.

- c) The HR Agency is expected to co-ordinate and work in tandem with UHUDA and the Development Authority and share the final assessment results with UHUDA.
- d) The HR Agency would be required to undertake character check/ police verification/ verification by the Gazetted Officer of the referred candidates using appropriate methods.
- e) UHUDA may take/supervise interview of the shortlisted candidates before their final deployment.
- f) The Agency shall provide the resource for the desired competency as mentioned in their tender submission document.
- g) Agency should ensure that none of their work force violates any working hours' standard as per labour laws.
- h) All the recommended candidates (professional staff) shall have hands on experience on Computer/ Laptop & Internet.
- i) It shall be the responsibility of the deployed manpower and the HR Agency to see that all the designated manpower performs the tasks allotted to them by UHUDA or the Development authorities effectively, efficiently, and speedily. The responsibility of statutory / compulsory deductions like EPF/Income Tax, ESI, and other statutory dues like labor law, etc. from the manpower deployed will be of the hired Agency. No extra payment shall be made by the UHUDA in this regard. HR Agency will have to submit compliance report to this effect every financial quarter to UHUDA or the respective development authority.
- j) No extra payments towards Telephone charges, Data Card usage, transport etc., will be made by UHUDA or the respective development authority (official field duty visit may be paid as per UHUDA or the respective development authority rules subject to prior approval of competent authority) The Agency shall submit the stamped invoice on monthly basis as stated in Payment Terms after completion of the calendar months for payment. In normal circumstances the payment shall be made within 30 days from the date of submission of the bills.
- k) UHUDA shall have the right to terminate the contract at any stage without assigning any reason whatsoever, by giving one months' notice of termination.
- l) In case of any dispute, the decision of the Competent Authority of the UHUDA and development authority will be final and binding.
- m) In case of increase in the amount of work, Agency may recommend more manpower requirements to UHUDA to achieve UHUDA Objectives

- n) The outsourcing agency shall select the candidates district wise, and the candidate of the concerned District shall be given priority, without compromising the qualification, experience, and interview criteria.
- o) The Honorarium/Salary shall be payable on monthly basis. The Honorarium/Salary for Junior Engineer Rs. 35,000.00, Assistant Engineer and Architect/Assistant Architect Rs. 50,000.00. For satisfactory work complete as evaluated by UHUDA. The yearly increment Rs. 1000.00 to 3000.00 may be given by UHUDA. (refer annexure-1)
- p) The District wise requirement is as following :-

| S.No. | DLDA | Junior Engineer | Assistant Engineer | Architect/Assistant Architect | Total |
|-------|-------------|-----------------|--------------------|-------------------------------|-----------|
| 1 | US Nagar | 03 | 0 | 01 | 04 |
| 2 | Nainital | 02 | 0 | 01 | 03 |
| 3 | Almora | 04 | 02 | 01 | 07 |
| 4 | Pithoragarh | 03 | 01 | 01 | 05 |
| 5 | Tehri | 04 | 0 | 01 | 05 |
| 6 | Pauri | 04 | 0 | 01 | 05 |
| 7 | Chamoli | 04 | 02 | 01 | 07 |
| 8 | Uttarkashi | 04 | 01 | 01 | 05 |
| 9 | Bageshwar | 02 | 01 | 01 | 04 |
| 10 | Champawat | 02 | 0 | 01 | 03 |
| 11 | Rudraprayag | 02 | 01 | 01 | 04 |
| | | 34 | 08 | 11 | 53 |

The Proposed List of Post and Numbers are indicative, and the numbers and post can be increased or decreased proportionately as per the requirement of the respective authority.

2) Training Functions

- a) HR Agency would have to ensure proper technical training of at least 1weeks before deputing them on the job post confirmation from UHUDA.
- b) The technical training program will be created in collaboration with officials from UHUDA and the development authorities. The agency is required to obtain approval of the trainer's CV from the authority, and the entire cost of the training will need to be covered by the agency
- c) HR Agency is expected to detail out their Performance Review Process in proposed "Approach & Methodology" at the end of every 4th month. Copy of the performance evaluation shall be shared with UHUDA or Allied development authorities where the resource is deployed
- d) Also, the HR agency will do at least a one day or more days training for the resources

every quarter as required and decided by UHUDA.

IV. Agreement to Service Levels:

HR Agency shall have to comply with the following indicative service levels. The same may be expanded during signing of the contract.

| S No. | Service | Expected Service Level | Penalty in case of default |
|-------|--|--|---|
| 1 | Replacement of Personnel At the request of UHUDA* | Within 15 Days of Written Intimation from UHUDA | @5% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency. |
| 2 | Replacement of Personnel initiated by HR Agency | At least 15 Days of Written Intimation received by UHUDA | @5% of the monthly charges per day (of person remuneration) will be recovered from the monthly bill of the HR Agency. |
| 3 | Maximum No. of Replacements initiated by the HR Agency in a Year | Should not be more than 10% of the total resource supplied | @5% of the monthly due in succeeding month over and above the 10% of the replacement in a year. |
| 4 | If the agency fails to place the person | Within the period specified, | Upto One Month- @5 % of monthly charge 1-2 Month- 7% of monthly charge 2-3 Months- 10% of Monthly charge (Of person remuneration) will be recovered from the monthly bill of the HR agency. Post three months if the agency fails to provide the resource UHUDA may opt for termination. |

Note: *Replacement penalties would not applicable if the deployed resource is replaced under exceptional circumstances including death, prolonged illness and on leaving the company. Maximum Penalty cannot exceed 10% of the contract price. UHUADA On further default, termination of contract subject to review by a committee formed by the client.

V. Human Resource to be provided by the agency/firm:

The detailed requirement of the 53 candidates as per the location is given in the **Annexure I** in detail. The proposed candidates can be asked to relocate to any district development authority

therefore the bidder needs to make a provision to the same accordingly.

Furthermore, a human resources specialist must be stationed at the UHUDA office for the entire duration of the project to manage the coordination of deployed resources with the authority.

The authority reserves the right to increase or decrease the number of resources, with prior notice of 30 days to be given.

4. Instructions to bidders

Definitions

- 1) 'RFP' means Request for Proposal
- 2) "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued and are in force from time to time.
- 3) "Proposals" means proposals submitted by bidders in response to the RFP published by Uttarakhand Housing & Urban Development Authority, Uttarakhand
- 4) "UHUDA" shall mean the Joint Chief Administrator of UHUDA.
- 5) "Committee" means evaluation committee of the Uttarakhand Housing & Urban Development Authority, Government of Uttarakhand
- 6) "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 7) "Effective date" means the date from which the contract comes into force and effect.
- 8) "UHUDA" means Uttarakhand Housing & Urban Development Authority
- 9) "EMD" means Earnest Money Deposit
- 10) "BG" means Bank Guarantee
- 11) "Government" means State Government of Uttarakhand
- 12) "Personnel" means professional and support staff provided by the Agency and assigned to perform services to execute an assignment and any part thereof
- 13) "Services" means the work to be performed by the Agency pursuant to the selection by UHUDA and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by UHUDA.
- 14) The "Bid Document" and "Tender Document" are one and the same.
- 15) "Joint venture" is not allowed
- 16) "Micro, Small and Medium Enterprises (MSMEs) are eligible as per the government guidelines to bid if they meet the qualifying criteria and is registered under the HR Providing agency category of their registration.

5. Minimum Eligibility Criteria

Bidder must conform to the eligibility criteria given below:

| S. No. | Basic Requirement | Specific Requirement | Documents required |
|--------|---------------------|---|---|
| 1 | PAN | Must have a valid PAN card number | Copy of PAN Card |
| 2 | GST | Must have GST registration number | Copy of GST registration certificate |
| 3 | EPF & ESI | Must be registered under EPF & ESI | Copy of EPF & ESI registration certificate |
| 4 | Eligible experience | <p>1) Eligible Bidder shall be a company/firm having their registered under any of the following Acts- The Companies Act, 1956/2013 or registered under LLP Act, 2008 or Indian Partnership Act 1932</p> <p>2) Number of years as existence of HR service provider company/firm (Must be minimum of 3 years)</p> <p>3) Must have a minimum average annual turnover during last three financial years i.e., FY 2020-2021, FY 2021-2022 & 2022-2023 of Rs 2,00,00,000 (Rupees Two Crores only) and should have a positive net worth. In case Balance sheet of 2022-23 is not prepared then FY 2019-2020, FY 2020-2021, FY 2021-2022 shall be considered.</p> <p>4) Must have provided human resource outsourcing services (Technical Resources like Urban Planner/Architects/Engineers) to at-least one offices of the Central Government/State Government/PSU/ULBs/Development Authorities/Semi Govt</p> | <p>Certificate of Incorporation</p> <p>Work Order along with work Completion certificate</p> <p>The firm must submit copy of audited balance sheet, Profit & Loss Account with all schedules certified by any Chartered Accountant & acknowledgement of Income tax return as a proof of turnover and details of Net worth.</p> <p>Work Order along with work Completion certificate</p> |

| S. No. | Basic Requirement | Specific Requirement | Documents required |
|--------|---------------------------------------|---|---|
| | | <p>authorities within India during last five financial years.</p> <p>5) Also have experience of at least 1 assignment of providing manpower to any Urban/Housing Sector for Government</p> <p>6) Bidder should have ISO 9001:2015 and ISO 27001:2013 Certificate.</p> <p>7) The Bidder should never have been blacklisted or debarred by any Government Organization/PSU etc.</p> | <p>Work Order along with work Completion certificate</p> <p>Copy of certificate.</p> <p>Self-Declaration Form to be furnished declaring the below from the authorized representative:</p> <ul style="list-style-type: none"> •Not been blacklisted by any State Government/ / Central Govt. / PSU in India |
| 5 | Authorized Representative from Bidder | A power of attorney / Board resolution in the name of the person signing the bid. | Original Power of attorney / Board resolution copy |

Note:

- I. Bidders should upload all supporting documents mentioned in the table above on e-procurement portal uk.tender.gov.in
- II. Bids of firms not confirming to the eligibility criteria listed above will be summarily rejected. Submission of forged documents will also result in summary rejection of the bid.

6. Cost of Tender Document

1. A Non-Refundable, tender Fee of Rs. 5,000/- (Rupees Five Thousand only) in the form of DD in favour of “Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority” payable at Dehradun
2. Proposals not accompanied by Tender Fees shall be rejected as non-responsive.
3. The tender fee shall be submitted by post/courier to the UHUDA for verification and scrutiny three days before the last date of uploading the bid on e-procurement portal

<http://uktenders.gov.in>.

4. As per Office Order No 1542/VII-3-19/143-उद्योग/2003 dated 20/08/2019 of Govt. of Uttarakhand, EMD is exempted for MSME registered entity in Uttarakhand State.

7. Earnest Money Deposit (EMD)

- Earnest Money Deposit Rs. 16,00,000/- (Rupees Sixteen lakhs only) in the form of DD/ BG/ in favor of “Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority” payable at Dehradun.
 1. Proposals not accompanied by EMD shall be rejected as non-responsive.
 2. Original Earnest Money Deposit (EMD) shall be submitted by post/courier to the UHUDA for verification and scrutiny three days before the last date of uploading the bid on e-procurement portal <http://uktenders.gov.in>
 3. The successful bidder’s EMD will be discharged by UHUDA only after the signing of the contract and submission of performance security.
 4. Unsuccessful bidder’s EMD will be discharged / refunded as promptly as possible as but not later than 30 days after selection of successful bidder.
 5. The EMD shall be forfeited:
 - a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
 - b. Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security; In the aforesaid cases contract will be made with the next successful bidder, and the difference between the bids will be charged from Agency that won the bid originally
 6. No exemption for submitting the EMD will be given to any Firm.
 7. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.
 8. As per Office Order No 1542/VII-3-19/143-उद्योग/2003 dated 20/08/2019 of Govt. of Uttarakhand, EMD is exempted for MSME registered entity in Uttarakhand State.

8. Amendment to RFP

At any time prior to the deadline for submission/uploading of bids, UHUDA may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

9. Validity of proposal

Proposals shall remain valid for a period of 180 days (One Hundred Eighty days) after the date of Proposal opening prescribed in the RFP. A Proposal valid for shorter period may be rejected as nonresponsive. UHUDA may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals).

10. Right to Accept / Reject proposal

UHUDA reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

11. Preparation of Proposal

1. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.
2. The proposal shall be uploaded on e-procurement portal <http://uktenders.gov.in>.
3. The proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder in order to bind the bidder to the contract and shall be uploaded to the e-procurement portal.
4. A power of attorney / Board resolution on the letter head in the name of the person signing the bid shall be submitted by post/courier to the UHUDA for verification and scrutiny on or before the last date of uploading the bid on e-procurement portal.
5. In addition to the identification, the Bid Form-Form III shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes
6. The information submitted/uploaded must be definitive and specific. Vague terms, incomplete information, counteroffers, and 'uncalled for' correspondence shall not be entertained.
7. Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal, the bid may be liable to be rejected without prior intimation to the bidder.
8. Bidder is required to upload complete proposal along with required Forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / re-wording of formats shall not be acceptable. Where no price is proposed to be charged for any item or its parts required to be supplied, it should be

clearly mentioned in words.

9. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it shall be treated as disqualification
10. Committee may ask Bidder(s) for detailed presentations. All such shall be at the cost of bidder.
11. The envelope (containing the EMD, tender fee, POA in original) should be addressed to:
The Joint Chief Administrator,
Uttarakhand Housing & Urban Development Authority,
Rajiv Gandhi Complex, Dispensary Road, Dehradun, 248001
Uttarakhand
12. The bidder is expected to carefully examine all instructions, forms, terms and Specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission/uploading of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.

12. Content of Bids

12.1 Technical Bid

1. The signed and complete RFP shall be uploaded to the e-procurement portal.
2. Following documents shall be submitted by post/courier/in person to the Bidder for verification and scrutiny within on or before the last date of uploading the bid on e-procurement portal and scan copy of the same must be uploaded on e-procurement portal
 - b. Original Power of Attorney (on stamp paper of value of Rs100 required under law)-A power of attorney/Board resolution in the name of the person signing the bid;
 - c. Original Bid Fee in the form of DD
 - d. Original Earnest Money Deposit (EMD) instruments such as /Bank Guarantee/Demand Draft
3. The bids of only those bidders who have produced the originals as above for verification and review and found acceptable and those who have paid the stipulated bid fee and adequate Earnest Money Deposit (EMD) as acceptable instruments (Credit/Bank Guarantee/Demand Draft/ Banker's (cashier's) Cheque) would be opened at the appointed time to be notified on the e-procurement portal.

12.2 Following items should be accompanied with the technical bid form.

1. Information sought in the technical bid Form (From I to Form V) along with any other supporting documents mentioned in this tender document shall be uploaded in e-procurement portal
 2. The Scan copy of the Non-Refundable, tender Fee of Rs. 5,000/- (Rupees Five Thousand only) in the form of DD in favour of “Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority” payable at Dehradun to be uploaded
- Scan copy of Earnest Money Deposit Rs. Rs16,00,000/- (Rupees Sixteen lakhs only) in the form of Credit/Bank Guarantee/Demand Draft/ Banker’s (cashier’s) Cheque in favor of “Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority” payable at Dehradun to be uploaded

12.3 Financial Bid

1. Financial Bid Submission Form-4 to be uploaded to the e-procurement portal **<http://uktenders.gov.in>**.
2. The Fin Form to be completed in excel format which is available on **<http://uktenders.gov.in>** with the bid document and submitted /uploaded as a part of the bid.
3. The interested bidders need to quote the prices as agency charges as per the format only and quoted price should not be in ambiguous terms otherwise the bids will not be considered.

12.4 Submission, Receipt & Opening of proposal

1. The bidders shall upload the bids in two bids (Technical Bids comprising of all required Documents as listed in RFP and Financial Bid as Fin Form through e-procurement platform only. No other mode of submission is permitted.
2. Agency shall have to download the Bid Document Form from the website www.uk.tender.in and www.uhuda.org.in
3. Agency shall have to submit the tender fee, EMD and other documents as mentioned in the RFP.
4. Technical Bid will be opened at Meeting Hall, UHUDA, 4th floor, Rajiv Gandhi Complex, Dehradun Firms may send authorized person on their behalf to be present when the Bids are being opened.
5. Bids will be evaluated, as per the evaluation criteria and detailed procedure formulated by UHUDA.
6. Firms may contact office of Joint Chief Administrator, UHUDA on **0135-2719500** for any clarifications.

13. Methodology & Criteria for Bid evaluation

[A] Evaluation process

1. Scrutiny of the tender document will be done by a Tender Committee to determine whether the documents have been properly signed, Earnest Money Deposit (EMD) paid, and all relevant papers submitted. Tenders not conforming to such requirements will be prima facie rejected.
2. The financial evaluation will be based on Lowest Service Charges Basis. The Bidder who will **quote lowest rates of Service Charges (L1)** will be selected for the work.
3. The Committee would first thoroughly check the technical bid form and supported documents. The bidders who meet the technical eligibility may ask for presentation if so the time and date will be communicated to the bidders.
4. The Committee would evaluate the quality of Bidders on the criteria formulated by it. Points will be given on the basis of proposals submitted. Preference will be given to Agency having vast experience in working for government bodies and having experienced staff that is trained in PMU work.
5. Only the parties scoring minimum **70 points out of 100** in the technical bid will qualify for the financial bids.
6. UHUDA does not bind itself to accept the lowest or any particular tender and has the right to refuse any Tender without assigning any reason.
7. UHUDA reserves the sole right for carrying out amendments/ modifications/ changes including any addendum to this tender document. All the changes will be uploaded on <http://uktenders.gov.in> for bidders' review.
8. The Bidder shall bear all costs associated with the preparation and submission/uploading of the Tender and UHUDA will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
9. UHUDA reserves the right to take decision of opening of a bid in case of a single bid.
10. UHUDA will issue LoA (Letter of Award) to the successful bidder by a by email. Duly signed and stamped duplicate copy of LoA has to be returned by the successful bidder within 7 (Seven) working days of receipt of LoA as token of acknowledgement.
11. Work order will be issued only after receiving the acknowledged LoA from the successful bidder. Candidates have to be sponsored to UHUDA within 15 days of issuance of work order
12. Bids of firms not confirming to the minimum eligibility criteria listed in Section 5 will be summarily rejected and technical evaluation won't be applicable for them.
13. As per Point 5 of the Office Order No 1542/VII-3-19/143-उद्योग /2003 dated 20/08/2019 of Govt. of Uttarakhand, technical evaluation on all parameters shall be done as per RFP in order to ensure quality.

[B] Technical Evaluation Criteria

Technical Proposals shall be evaluated based on following pre-identified criteria:
 (a) Technical criteria that would be considered for selection of preferred bidder would be as follows:

| Sr No | Criteria | Score Allocated |
|--------------------|---|-----------------|
| 1 | Firms General Experience in similar assignments | 75 |
| 2 | Presentation of Approach and Methodology | 25 |
| Total Score | | 100 |

| Detailed Marking | Criteria | Maximum Marks |
|------------------|--|---------------|
| 1 | Firms Experience (Experience related to providing of technical resources will only be considered) | 75 |
| 1A | Number of years in existence as HR service provider for supplying Civil Engineers/Architects/Urban Planners should be minimum of 3 years | 30 |
| i | => 3&<=5Years | 10 |
| ii | Above 5 years, 4 Marks will be awarded on every one year (max of 20 marks will be awarded) | |
| 1B | The HR agency having experience of at least 1 assignment in Providing Urban Planner/Architects/Civil Engineers to Government of India / State Governments/PSUs. | 12 |
| i | 4 Marks per assignment will be assigned | |
| 1C | Also have experience of at least 1 assignment of providing manpower to any Urban /Housing sector for any Government department. | 08 |
| i | 4 Marks per assignment will be assigned | |
| 1 D | Financial Performance of Agency | 25 |
| i | Turnover =>2Crores& <=3Crore | 7.5 |
| ii | >3Crore&<= 4Crore | 15 |
| iii | > 4Crore&<= 5 Crore | 20 |
| iv | Above 5 Crore | 25 |
| 2 | Presentation on Approach and methodology will be evaluated based on following points a) Total Experience- 10 marks b) Relevant project Completed- 5 marks c) Training module- 10 marks | 25 |

[C] Contract Negotiations and Award of Contract

Negotiations, if required, will be done in accordance with Uttarakhand Procurement Rules.

14. Performance Bank Guarantee

- a) The successful Bidder has to furnish a performance security so as to guarantee his/her (Bidder) performance of the contract
- b) Agency/company whose BID is accepted shall deposit **5%** of the amount of Contract value as Performance Security.
- c) The Performance Security shall be in the form of Bank Guarantee valid for 30 months from the date of actual start of operation.
- d) The proceeds of the performance security shall be payable to UHUDA as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- e) The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee issued by a nationalized / scheduled bank in the form provided in the bidding documents:
- f) Within 15 days of the receipt of notification of award from "UHUDA", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- g) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- h) No interest shall be payable on the PBG amount. UHUDA may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

15. Process Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of UHUDA, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

16. Cost of Bidding

All costs related to bidding shall be borne entirely by the bidder. Under no circumstances any queries / request for compensation in cases of rejection /disqualification etc. will be entertained by UHUDA.

17. Disqualification

UHUDA may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

1. Submitted the Proposal documents after the response deadline.
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc.
4. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
5. Failed to provide clarifications related thereto, when sought.
6. Declared ineligible by the Government of Uttarakhand, or any of the PSU in the State Government, for corrupt and fraudulent practices or has been blacklisted.
7. Blacklisted by any Central or a State Department (In the event the case is in either arbitration or stay from any court, it will be still considered as disqualification)
8. Submitted a proposal with price adjustment / variation provision.

18. Fraud & Corruption

UHUDA requires that agency selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy,

- A. UHUDA: Defines, for the purposes of this provision, the terms set forth as follows:
- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of UHUDA or any personnel of UHUDA in contract executions.
 - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UHUDA, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive UHUDA of the benefits of free and open competition.

- iii. "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was given by UHUDA in Section 3.
 - iv. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- B. UHUDA will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by it to having been engaged in corrupt, fraudulent of, unfair trade practices. And
 - C. Will declare an Agency ineligible, either indefinitely or for a stated period, for awarding the contract, if it any time determines that the Agency has engaged in corrupt, fraudulent, and unfair trade practice in competing for, or in executing the contract.
 - D. In case of Deficiency in the Service of the Agency UHUDA can imposed the 5 % penalty on whole payable amount Excluding G.S.T. and penalty will be Deducted from whole payable amount.

19. Termination by HR Agency

The Consultant is authorized to terminate this Agreement by providing written notice to UHUDA of not less than 30 days by giving proper reasons. However, it should be noted that the Performance Bank Guarantee (PBG) will be forfeited in all cases.

20. Termination by UHUDA

Under this Contract, the UHUDA may, by written notice of 15 days terminate the services of HR agency in the following ways:

- A. Termination by default for failing to perform obligations under the Contract or if the quality is not up to the satisfaction and expectations as desired or in the event of non-adherence to any time schedule that may be mentioned by the UHUDA.
- B. The UHUDA by written notice sent to HR agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UHUDA's convenience, the extent to which performance of HR agency under the Contract is terminated, and the date upon which such termination becomes effective. HR Agency will be paid for all the pending invoices raised till date. The PBG shall be forfeited.
- C. The UHUDA may at any time terminate the Contract by giving a written notice to HR agency, if HR agency becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to HR agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the UHUDA.

21. Force Majeure

Notwithstanding anything contained in the terms of reference, HR Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of HR Agency and not involving HR Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos or any other natural disaster or emergency as declared by the State Government or the Central Government. The decision of the UHUDA regarding Force Majeure shall be final and binding on HR Agency.

If a Force Majeure situation arises, HR Agency shall promptly notify the UHUDA in writing, of such conditions and the cause thereof. Unless otherwise directed by the UHUDA in writing, HR Agency shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

During the period of its inability to provide services as a result of an event of Force Majeure, HR Agency shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by it during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

22. Resolution of Disputes

In the case of dispute arising between the UHUDA and the Consultant, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

23. Binding Clause

All decisions taken by the UHUDA regarding the processing of this tender and award of Contract shall be final and binding on all parties concerned.

24. Pre-Closure of the Assignment

The authority reserves the right to ask for the pre closure of the contract if deemed necessary with mutual consent by giving a 45 days' notice to the HR agency. The PBG in such cases will be released and the payment till that particular date will be cleared.

25. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Dehradun, Uttarakhand only

26. Payment terms

1. Agency shall be paid on a monthly basis for its services after the completion of each month.
2. Agency will raise the bill as per Current Minimum Wages GO of Department of labour Government of Uttarakhand/the UPNL.
3. The agency will be liable to pay EPF/ESIC. The Proof of depositing the said liability will be submitted to UHUDA before next month payment.
4. G.S.T. as applicable rate will be reimburse by UHUDA.

Form I- Bid Proposal Form

Date:

Tender No.:

To,

The Joint Chief Administrator

Uttarakhand Housing and Urban Development Authority (UHUDA)

Sir / Madam

Having examined the bidding documents, we, the undersigned, offer to provide services for providing Human Resource to different District level Development Authorities and UHUDA in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached here with (Fin Form) and made part of this bid.

We undertake, if our bid is accepted, to render the services in accordance with the clauses and conditions which will be specified in the contract document that we will sign if the work order is given to us. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by the UHUDA.

We agree to abide by this bid for a period of 180days (Eighty days) after the date fixed for bid opening as mentioned under the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name: _____

Address:

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20 _____

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Form II- Format for Power of Attorney

(To be provided in original as part of **Technical Proposal** on stamp paper of value of Rs100 required under law)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, 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 Proposal for award of Agreement For "Hiring of Human Resource Service provider for outsourcing of Manpower support to Uttarakhand Housing & Urban Development Authority (UHUDA) District Development Authorities of Uttarakhand as per agreement with UHUDA, vide Invitation for Tender (Tender Document) Document dated ____ , issued by The Joint Chief Administrator, Uttarakhand Housing & Urban Development Authority, Dehradun, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by UHUDA, Dehradun or any governmental authority, representing using all matters before UHUDA, Dehradun and generally dealing with UHUDA in all matters in connection with our Proposal 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 and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____) (Name,
Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Form III- DETAILS OF THE BIDDER

| Sl. No | Particular | |
|--------|---|--|
| 1 | Name of the Firm/Agency | |
| 2 | Registered office Address & Complete postal address | |
| 3 | Telephone Number & E-Mail Id | |
| 4 | Name of Authorized Signatory (in block letters) | |
| 5 | Contact No. of authorized signatory | |
| 6 | Type of/ Firm (Proprietary/Partnership/ Pvt. Ltd./ Public Ltd) | |
| 7 | Date of Establishment and Experience in business (In number of years) | |
| 8 | G.S.T. Registration No. | |
| 9 | PAN No. | |
| 10 | ESI Registration No | |
| 11 | EPF Registration No | |
| 12 | Details of Earnest Money Depos it i.e., Draft no, date and bank name. | |

*Tenderer has to provide all relevant documents for the particulars filled in the technical bid, as a proof.

Date:

Place:

Signature & Seal of the Bidder

Form IV- TECHNICAL DETAILS

Details of contract executed by the Agency as per the requirement mentioned in the Technical Qualification Criteria

| Sl. | Name & Address of the Client, Where outsourcing service provided | Human resource Services already Provided | | Contract Value (in RS. Lacs) | Duration of Contract (Date of award of contract) | | |
|-----|--|--|----------------------------|------------------------------|--|---------------------------|-------------------------|
| | | Types of Service | Number of persons deployed | | Word Order issued Number & Date | Starting Date of Contract | Expiry Date of Contract |
| | | | | | | | |

* Enclose photocopies of the contract/work order as mentioned in the format above for the ease of scrutiny).

Date:

Place:

Signature & Seal of the Bidder

**Form V- SELF DECLARATION FOR NOT BLACKLISTED AND MAKING FAIR PAYMENT TO
THE CANDIDATE**

To,

The Joint Chief Administrator,
UHUDA

Ref: Tender no. dated/2023

Sir,

I/ We.....here by confirm that our firm has not been banned or blacklisted by any Government organization/Financial institution/Court /Public sector Unit/Central Government.

I/We.....here by confirm that our firm will pay Rs. -----
-----/-- into the bank account of candidates engaged every month in case of his /her attendance on all working days.

Date:

Place:

Signature & Seal of the Bidder

Form VI- PERFORMA OF BANK GUARANTEE

To,

Joint Chief Administrator,
UHUDA

WHEREAS..... (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply..... (Description of goods and services) (Herein after called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without 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 or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed the render or of any of the contract documents which may be made between you and the supplier 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 the day of, 20.....

Our branch at *
(Name & Address of the * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our * branch a written claim or demand and received by us at our * branch on Or before Dt. _ this guarantee thereafter otherwise, bank shall be discharged of all liabilities under

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

FIN Form: Financial Bid

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: JOINT CHIEF ADMINISTRATOR, UTTARAKHAND HOUSING & URBAN DEVELOPMENT AUTHORITY, DEHRADUN

Name of Work: Bid for Hiring of Human Resource Service provider for outsourcing of Manpower support to Uttarakhand Housing & Urban Development Authority (UHUDA) District Development Authorities of Uttarakhand

1-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.

2-Please Quote your Service Charge on the amount payable to manpower supply excluding GST.

Name of the Bidder/
Bidding Firm /
Company :

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 # | NUMBER # | TEXT # | NUMBER | NUMBER # | NUMBER # | NUMBER # | TEXT # |
|----------|----------------------|----------|--------|---|---|--|--------------|-----------------------|
| SI. No. | Item Description | Quantity | Units | Estimated Rate (excluding GST) in Rs. P | SERVICE CHARGE Monthly per unit In Percentage To be entered by the Bidder Rs. P | TOTAL AMOUNT Service Charge Without Taxes in Rs. Monthly | TOTAL AMOUNT | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 1 | Human Resources Type | | | | | | | |
| 1.01 | Junior Engineer | 34 | Nos | 35000.00 | | 0.00 | 0.00 | INR Zero Only |

| | | | | | | | | |
|-----------------------------|----------------------|----|-----|----------|--|-------------|-------------|---------------|
| 1.02 | Assistant Engineer | 8 | Nos | 50000.00 | | 0.00 | 0.00 | INR Zero Only |
| 1.03 | Assistant Architect | 11 | Nos | 50000.00 | | 0.00 | 0.00 | INR Zero Only |
| Total in Figures | | | | | | 0.00 | 0.00 | INR Zero Only |
| Quoted Rate in Words | INR Zero Only | | | | | | | |

- a) The preceding text is a demonstration of a financial form that should be submitted as a separate XLXS file and uploaded on an online portal. It is important to note that these financial forms will not be included as part of the technical proposal.
- b) Minimum Wages has to be given by the firm which will be by the UHUDA reimburse. Apart from the bid will be decided based on Service charge. Minimum Wages will be Subject to change as per order of Government time to time.
- c) In case of same Service Charge between/among two/between bidder L1, will be decided as greater turnover of the firm.

ANNEXURE-I
Eligibility Criteria for the candidates

| Sr.No. | Designation | Current no. of post Required | Qualification and Experience | Proposed Honorarium / Salary per person per month in INR (Excluding service charge and GST) |
|---------------------------|---------------------------------------|------------------------------|---|---|
| 1 | Junior Engineer | 34 | Civil Engineer Diploma and 5 years of work experience are required for the position of Junior Engineer. | 35,000.00 |
| 2 | Assistant Engineer | 08 | Civil Engineering graduate with 5 years of experience for the position of Assistant Engineer | 50,000.00 |
| 3 | Architect /Assistant Architect | 11 | Architecture graduate with 5 years of experience for the position of Assistant Architect | 50,000.00 |
| Total Posts/Budget | | 53 | | |