

(A) Eligibility Criteria of Bidders: - Tender No.UGVCL/SP/1158

The bidders shall meet the following minimum eligibility requirement through supporting document to qualify for participation in the bidding process:-

Technical Criteria	
Description of Criteria	Required Supporting Document- to be uploaded online only
(i) <u>The bidder shall necessarily be a legally valid entity, with minimum 3 (three) years of experience in providing similar services by the last date of submission of the bid.</u>	Attested copy of Certificates of incorporation/ registration issued by the respective authority along with copy of MoA and AoA indicating business in similar services
(ii) <u>The Bidder must have 3 (three) years experience in providing minimum 100 Manpower in a year and out of which minimum 50 Manpower should be in a single contract in Government Departments, Public Sector Undertaking, reputed corporate house and Autonomous body etc.</u>	Copy of supporting work order, completion certificate as applicable along with copy of labour license (in Form-VI) under the CL (R&A) Act 1970 in support of engagement of <u>100 Manpower in a year and out of which minimum 50 Manpower should be in a single contract</u> & duly filled Data sheet as per Form T4.
(iii) Bidder should be registered with the income Tax, Goods and Services Tax and also registered with Employees provident fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns of the last 3 years, EPF Registration, ESI Registrations.
(iv) Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	Undertaking as per Annexure-C. Undertaking needs to be uploaded in letter head of bidder.
(v) The registered office / Branch office of the Service provider must be located within the jurisdictional area of Corporate office of UGVCL.	Valid address proof of the office.

Financial Criteria

(vi)	The Bidder must have their own Bank Account	Attested supporting Documents
(vii)	The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged	Duly Attested supporting Documents
(viii)	The Bidder must have minimum average turn-over of 1.5 Crore for last 3 consecutive years by providing Manpower services only.	Duly attested copy from the statutory auditor/chartered accountant has to be provided certifying organizations turn over during last three financial years in Form – T7.
(ix)	The bidder must have provided their Bank Details along with IFSC code, Branch Code, RTGS Details along with a crossed cheque	Self Attested supporting Documents
(x)	The Bidder has to submit their solvency certificate	Certificate obtained from the respective Revenue Officer.
(xi)	The Bidder must have duly authorized their signatory	Power of attorney/authorizations must be enclosed along with the tender.

N.B: ESCROW Account must be opened by the Agency. The agency shall be required to open Escrow Bank Account for payment of Monthly salaries to their personnel.

A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

➤ **Submission of Bids:**

The bidder shall submit the bid in Electronic (online) Mode only i.e. www.nprocure.com. The bidder must ensure that the bids are received in the specified website of the UGVCL within the date and time indicated in the Tender notice.

UGVCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification. The participants to the tender should be registered under GUJARAT GST Laws.

➤ For all the users it is mandatory to procure the Digital Signatures.

For any e-tendering assistant contact help desk number mentioned below.

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) Code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road, Bodakdev Ahmedabad –
380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: nproucre@gnvc.net

Other terms & conditions are as per tender documents

The participants to the tender should be registered under GUJARATGST.

While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet UGVCL's requirements. Bidders and participants to this tender may consult their own legal advisers in relation to this tender before submission of Tender.

- **Uploading of Technical Bid & Documents to Accompany the Bid:**

The intending Bidders are required to upload the technical Bid in the prescribed format of tender specification and upload online copy of the following documents, along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered for further evaluation:**

- Attested copy of registration certificate of Agency /Firm /Company.
- Certified copy of the statement of bank account of agency for the last three years;
- Attested copy of PAN / GIR Card;
- Certified documents in support of the financial turnover of the agency;
- Certified documents in support of entries in column 13 of Technical Bid
- Copy of the Tender Document with each page duly signed and sealed in each page by the authorized signatory of the Bidder / Agency in token of their acceptance
- Performance certificate obtained from AGM (HR) Outsourcing, UGVCL, R&C Office Mehsana. (If the agency has supplied manpower to UGVCL earlier)
- Power of Attorney/authorization for signing the bid documents (in Form-T3).
- An undertaking regarding blacklisting of the Firm/Agency/ Company and on the criminal of the firm case pending against Director of the criminal case pending against Director /Company/Agency firm/Company/Agency participating in the tender. (Annexure –‘C’)

- Letter of application on the Bidders letter head in Form-T1.
- Information about the Bidder in Form-T2.
- Experience of similar work in Form-T4
- Existing commitments in Form-T5.
- Anti-collusion certificate in Form T-6.
- Financial capabilities of the Bidder in FormT-7.

Conditional Offer:

Conditional offer shall not be accepted.

➤ **Management's Right to Reject Bids:**

The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

➤ **Security Deposit:**

The successful Bidder will have to deposit a **Security Deposit @ 10%** of the contract value in shape of **Demand Draft** or **Pay Order** issued by any **scheduled Bank** in favor of the **UGVCL, Mehsana** and payable at **Mehsana** or in the form of **Bank Guarantee (B.G)** from any **Nationalized Bank** drawn in favor of **Chief Engineer (P&P), Uttar Gujarat Vij Company Limited, Mehsana** and payable / en-cashable at Mehsana covering the contract period. The same shall be submitted by the agency during office hour to the **Chief Engineer (P), UGVCL, Mehsana – 384001**.

- The rates of wages to be paid to the Manpower to be provided **shall not be less than the rates of minimum wages** notified by the Government of Gujarat from time to time under the **Minimum Wages Act, 1948** and rules made there under.
- The Supervision Charges, rate of wages, statutory dues and other allowances etc. under the labour laws and other laws payable by the bidder should be indicated in detail.
- (i) **The bidder has the liberty to seek revision of rates of wages & statutory dues if the minimum wages and other statutory dues go on revision during operation of the agreement.**

(ii) In the event of revision of minimum wages & statutory dues by the appropriate Government the contractor will be liable to pay / deposit the revised minimum wages / statutory dues from the effective date as notified. Upon such revision the agency, if pays / deposits at such higher rate such differential amount arising out of revision in minimum wages / statutory dues shall be reimbursed by the UGVCL subject to submission of claims duly witnessed by the authorized representative of the

Principal Employer & supporting documentary evidence.

Evaluation of Bid: - The Tender shall be evaluated at the Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Management. UGVCL may alter the number of Manpower at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.

TECHNICAL BID

TENDER SPECIFICATION NO. _____ UGVCL

Dated _____

1. Name of the Bidder : _____
2. Details of Earnest Money Deposit : DD No. _____ Date _____
Of Rs. _____ drawn on
Bank _____
3. Name of the Proprietor / Partner/
MD/Director : _____
4. Full Address of Registered Office of the Bidder : _____

Telephone No.: _____
FAX No. : _____
E-Mail Address: _____
5. Full address of Operating / Branch Office of the Bidder : _____

Telephone No.: _____
FAX No. : _____
E-Mail Address: _____
6. Name & Telephone no. of Authorized officer/person to liaise with UGVCL Corporate Office : _____
7. Banker of the Bidder : _____
(Enclose certified copy of statement of A/c for the last Two years) _____

Telephone Number of Banker _____
8. PAN / GIR No : _____
(Enclose attested copy) _____

9. GST Registration No. : _____

(Enclose attested copy)

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

(Enclose attested copy)

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

(Enclose attested copy)

12. Financial turnover of the Bidder by providing Manpower services only for the last three consecutive Financial Years (Audited Account only for providing Manpower):

Year	Financial Amount (Rs. Lakhs)	Remarks, if any
2018-19		
2019-20		
2020-21		

13. Details of the Three years' experience in providing minimum 100 Manpower in a year and out of which minimum 50 Manpower should be in a single contract in Govt. Department / PSU / reputed corporate house and Autonomous body etc. Including the ongoing contracts shall be filled up in Form T-4 & T-5 & enclosed with the Technical Bid (if the space provided is insufficient, a separate sheet may be attached). Copy of Labour Licenses in Form-VI under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer regarding engagement of agency as Manpower service provider & satisfactorily execution of work shall be enclosed with the Technical Bid.

14. Additional information, if any:

(Attach separate sheet if space provided is insufficient)

Date:

Place:

Signature of authorized person

Name: Seal:

FORM –T1: LETTER OF APPLICATION

(On the Bidders Letter Head)

[Location, Date]

**To,
The Chief Engineer (P),
UGVCL, Corporate Office,
Mehsana-384001**

Sub: - Providing Service of Manpower on Contract (Outsourced) basis.

Dear Sir,

With reference to your tender dated__, I have examined all relevant documents and understood their contents; hereby submit our Technical and Financial Proposal for the proposed service [Name of the Service]

1. All information provided in the proposal and in the Appendices is true and correct And all documents accompanying such Proposal are true copies of their respective original document. This Statement is made for the express purpose of engagement as the Contractor for the aforesaid Assignment.
2. I shall make available to the Authority any additional information if any deemed necessary or required.
3. **I acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.**
4. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I declare that:-
 1. I have examined and have no reservations to the tender document, including any Addendum issued by the Authority.
 2. I do not have any conflict of interest in accordance with the prescriptions in the tender Document.
 3. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document.

4. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

a. I agree and understand that the proposal is subject to the provisions in the Tender Document. In no case, shall I / we have any claim or right of whatsoever nature if the Assignment is not awarded to me / us or our proposal is not opened or rejected.

b. I agree to keep this offer valid for 180 (one hundred eighty) Days from date of opening of the Technical bid.

c. In the event of my firm being selected as the Contractor, I agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

d. I agree and undertake to abide by all the terms and conditions in the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms in the Tender Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory

Name of Firm Address

FORM –T2 INFORMATION ABOUT THE BIDDER

A. BIDDER ORGANISATION

1. State the Status of the Bidders Organization.

2. State the following

1. Name of the Company/Firm/Agency:
2. Country of incorporation :
3. Registered Address :
4. Year of Incorporation :
5. Year of commencement of business :
6. Principal place of business :
7. GSTIN :
8. PAN:
9. Brief description about the Organization including details of its main lines of business:
 - 1) Name :
 - 2) Designation:
 - 3) Address:
 - 4) Phone No. :
 - 5) Fax No. :
 - 6) E-Mail Address:

3. Details of individual (s) who will serve as the point of contact / communication for AUTHORITY within the Firm/ Agency.

- 1) Name:
- 2) Designation:
- 3) Address:
- 4) Telephone No. :
- 5) E-Mail Address:
- 6) Fax No. :

Date:

Place:

Signature of authorized person

Name:

Seal:

FORM –T3: POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

Know all men by these present, we _____(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.

_____ (name and address of residence) who is presently employed with us and holding the position of _____ 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 [Manpower Service].

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

Executant Signature of Attorney

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

Notes:

1. To be executed by the sole Bidder.
2. 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.
3. Also, where required, the executants (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 Bidder.
4. In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the power of Attorney.

FORM-T4: EXPERIENCE OF SIMILAR WORKS

Name of Bidder:

Details of Projects Undertaken / completed for providing Manpower service during the last three years. (Attach copy of Labour Licenses in Form-VI under the Contract Labour (R&A) Act, 1970 in support of claim & certificate of Principal Employer regarding engagement of agency as Manpower service provider & satisfactorily execution of work)

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Date of completion of assignment (for both completed and ongoing project)	Period of Service	Description of service provided	No of Manpower deployed/provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Date:

Signature of authorized person

Place:

Name:

Seal:

FORM –T 5 EXISTING COMMITMENTS

Current Contract commitments / works in progress:

Name of the Bidder:

Bidders should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which and unqualified, full completion certificate has yet to be issued.

Sl. No	Name of Project	Name of Client with address and contact numbers	Date of Award of assignment	Period of Service	Description of service provided	No of Manpower deployed/ provided	Total cost of work (in INR cr.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Date:

Signature of authorized person

Place:

Name:

Seal:

FORM – T6 ANTI COLLUSION CERTIFICATE

(On letter head of Bidder)

- i. We certify that this proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under , or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work.

- ii. (a) Communicate to any person other than the Authority / or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal, except where the disclosure, in confidence, of the approximate amount of the proposal was necessary to obtain premium quotations required for the preparation of the proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding; they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

- iii. Pay, give or offer to pay or give any sum of money or other valuable considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other proposal or proposed proposal for the work, any act or thing of the sort described at (ii) (a) or (ii) (b) above.

- iv. We further certify that the principles described in paragraphs (i) and (ii) above have been or will be, made on the basis of compliance with the above, principles by all parties.

- v. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the UGVCL (Authority), that may impair the transparency, fairness and the progress of the manpower service process or to establish bid prices at artificial, non-competitive levels.

- vi. In this certificate, the word “person” includes any persons or anybody or association, corporation, “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not, and “the work” means the work in relation to which this proposal is made.

Dated thisDays of..... 2022

Name of the Bidder.....

Signature of the designated person.....

Name of the designated person.....

FORM – T 7 FINANCIAL CAPABILITIES OF THE BIDDER

Bidders are required to complete the information in this form. The information supplied shall be the annual turnover of the Bidder, in terms of the amount billed to clients for each year for work in progress or completed.

<Name of Applicant >

FINANCIAL CAPACITY OF APPLICANT

Sr. No	Financial Year last 3 FYs	Financial Turnover from the similar service	Net Worth
(1)	(2)	(3)	(4)
1			
2			
3			
4			

Certificate from the Statutory Auditor

Sl. No	Financial Year	Financial Turnover from the	Net Worth
	last 3 FYs	similar service	
(1)	(2)	(3)	(4)
1			
2			
3			
4			

Certificate from the Statutory Auditor

This is to certify that (name of the Bidder) has received the payments shown in column 3 above against the respective years on account of providing Manpower service and has net worth as shown in column 4 above.

Date:

Signature of the Statutory AuditorName:

Place:

Seal:

NOTES:-

1. UGVCL is a Govt. of Gujarat Undertaking and follows six working days during the week (i.e. Monday to Saturday) with 2nd and 4th Saturday as holiday. Working hrs. in UGVCL is from 10.00 hrs. to 18.10 hrs. with a lunch break of ½ hour from 13.30 hrs. to 14.00 hrs. Besides this, UGVCL observes Gazzatted holidays notified by the Govt. of Gujarat from time to time.

The manpower deployed shall be required to report to work as per requirement of Unit Heads on working days & occasionally on weekends and holidays. They are required to work for eight hours in a day & no overtime work shall be allowed to any manpower deployed by the Bidder / Agency. The rates of wages to be paid to the manpower to be provided shall not be less than the rate of minimum wages notified.

2. Price bids in any other format other than the prescribed one will not be considered for evaluation.
3. The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
4. The payment shall be made for each calendar month only on the basis of actual number of Manpower deployed & on actual days of attendance. The rates of wages to be paid to the Manpower to be provided **shall not be less than the rates of minimum wages** notified by the Government of Gujarat from time to time for unskilled categories under the **Minimum Wages Act, 1948** and rules made there under from time to time.
5. The payment of bonus, leave with wages and gratuity shall be made by the agency as per respective statutory labour laws (As amended from time to time) and the agency may be allowed to reimburse the amount on account of above statutory obligations on submission of bills with supporting proof of documents
6. Payments of all statutory dues are mandatory and should conform to the relevant legal / statutory provisions in force.
7. The contractors shall maintain proper records of his employee's attendance. Their payment of wages shall be made through bank credit by 7th of the succeeding month. The Bank account particulars of all the contractors' employees shall be submitted to UGVCL, No Cash Payment is allowed.
8. The agency shall submit the copy of proof towards deposit of EPF (ECR & Transaction details) & ESI (ECR & Transaction details) contributions duly signed along with the invoice/Challan.

9. The contractor shall at its own cost extend Employees insurance coverage compensation to their employees as may be required under relevant Acts.
10. **Good and Service Tax (GST) as per applicable rate shall be paid in accordance with the Rules on payment of GST as applicable.**
11. UGVCL shall pay the Service Charges at the accepted rate as quoted by the successful tenderer. The Agency shall be responsible to bear all other expenses i.e. Office expenses, Uniform, Tax liability, Administrative overhead, overhead Operation etc. out of the paid Service Charges. Hence the agency is advised to quote the Service Charges accordingly.
12. **UGVCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges (as per UGVCL's observation) that may apparently not cover and justify the legitimate expenses of the bidder including other overhead charges. Hence quoting of negligible amount by the agency towards Service charges shall be considered as irresponsible Bidder.**
13. Proper justification for the quoted value is to be given by the Agency/Tenderer in writing.
14. Risk & Cost: - In case the L-1 bidder does not take up the work/abandoned in between, UGVCL shall have the right to execute the work through another agency at the risk and cost of the former.
15. The Bidder shall **undertake** not to **sublet** the work to other Firm/Agency (s).