



**Madhya Pradesh State Civil Supplies Corporation  
V12.0**

**RFP FOR SELECTION  
OF  
MANPOWER OUTSOURCING AGENCY**

**Tender No : 126596**  
**Dated : - 01/03/2023**

**Madhya Pradesh State Civil Supplies Corporation,**  
**(Department of Food, Civil Supplies and Consumer Protection)**  
**Paryavaas Bhawan, Bhopal**

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**NOTE**

The terms in the following categories are used interchangeably and their derivatives are synonymous within each category:

- a. Bidder, Company, Vendor, Manpower Outsourcing Agency, Firm, agency
- b. MPSCSC, Madhya Pradesh State Civil Supplies Corporation
- c. His, Her
- d. Tender, RFP,
- e. Bid, Proposal

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## 1. BID DATA SHEET

i.	Name of the client	Madhya Pradesh State Civil Supplies Corporation
ii.	Address and concerned person for correspondence	Managing Director Madhya Pradesh State Civil Supplies Corporation Block A, 3 <sup>rd</sup> Floor, Paryavaas Bhawan, Bhopal – 462004, Madhya Pradesh <a href="http://mpscsc.mp.gov.in">http://mpscsc.mp.gov.in</a>
iii.	e-Procurement Website	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
iv.	Tender Published Date	01/03/2023
v.	Tender documents available	Tender document can be downloaded from <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> or <a href="http://www.mpscsc.mp.gov.in">http://www.mpscsc.mp.gov.in</a> from the date of publishing.
vi.	Tender availability Date	01/03/2023
vii.	Non-Refundable Tender Document Fee	Non-refundable tender fee of Rs 10,000.00 & Processing Fee along-with taxes to be paid online through the e- procurement portal.
viii.	Pre-bid Conference Date, Time and venue	07/03/2023 at 12.00 PM Afternoon Place – Through Online Zoom Meeting Meeting id – 995 8790 9507 Passcode - 856747
ix.	Email address to send the Pre-bid queries	<a href="mailto:mpscsc.ho@mp.gov.in">mpscsc.ho@mp.gov.in</a>
x.	Point of Contact related to this Bid Document	Mr R.M.Sharma, Assistant General Manager M.P.State Civil Supplies Corporation limited +91-9479374277 <a href="mailto:mpscsc.ho@mp.gov.in">mpscsc.ho@mp.gov.in</a>
xi.	Publication of pre bid clarification	10/03/2023
xii.	Online Bid submission Start Date & Time	11/03/2023
xiii.	Online Bid submission End Date & Time	01/04/2023
xiv.	Bid Opening Date & Time	03/04/2023
xv.	Financial Bid Opening Date & Time	05/04/2023
xvi.	Earnest Money Deposit	Rs 30 lakh (Thirty lakh only) to be paid online through e-procurement portal.
xvii.	Method of communication with bidders	Clarifications, RFP, minutes of the pre-bid meeting, corrigendum and addendums, documents can be downloaded through e-Procurement portal ( <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> )  Also, shortfall documents could be uploaded through e-Procurement portal ( <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> ), if permitted by MPSCSC.  General communication through email - <a href="mailto:mpscsc.ho@mp.gov.in">mpscsc.ho@mp.gov.in</a> .

xviii.	Method of submission of Proposal and opening etc	Only through e-Procurement portal ( <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> )
xix.	Validity of Bids	Minimum 120 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any)
xx.	Any other important criteria specified by the tender inviting authority: a. Tender without Tender Fee and EMD will be summarily rejected. b. Scanned copy of Tender Fee and EMD as proof shall be uploaded in e-procurement portal.	

## 2. Assignment Summary

Objective of Madhya Pradesh State Civil Supplies Corporation Limited is to ensure availability of essential commodities and check malpractices in supply and trade of food grains, petroleum products, sugar and other notified items. These commodities are available through Public Distribution System as well as in open market. Targeted Public distribution system is meant for making available essential commodities to the weaker sections at administered prices. The MPSCSC ensures supply even at the remotest corner of the state. Function of MPSCSC is basically to supply essential commodities to Fair Price Shops based on the allocation issued by Directorate, Food Civil Supplies and Consumer protection every month under Public Distribution System. Implementation of Public Distribution Scheme and the Essential Commodities Act through control orders and schemes issued by central and state governments. The thrust nowadays is on ensuring supply of essential commodities to the targeted population i.e. people living below the poverty line.

MPSCSC helps Food, Civil Supplies and Consumer Protection Department in achieving above objectives by procuring commodities directly from farmers under Price Support Scheme of Central Government and distributing to citizens through public distribution system. The funds involved in carrying these operations is reimbursed by Government of India, State government in due course of time.

In order to achieve the above objectives and smooth operation of various activities under this project, there is need to deploy qualified, experienced, skilled and competent manpower on basis of outsourcing, for which MPSCSC, Bhopal invites online bids from well-established reputed firms / registered **Manpower Outsourcing Agency** to fulfill the same.

### 3. SCOPE OF WORK

The scope of work of selected bidder is to identify, deploy and manage the qualified, experienced, skilled and competent manpower spread across various locations of Madhya Pradesh during the contract period without any service interruption by the resources. Selected bidder has to provide monthly salary, health, insurance and due benefits to the concern along with compliance of all statutory norms applicable for the project in whole period of contract.

#### 3.1 Resource Requirement Category

Sr	Type of Resource	Place of Working	Qualification and Experience	Honorarium offered in Rs	Estimated Number **	Roles and responsibilities
1	Data Entry Operator / Junior Assistant	Head office/Regional Office/ revenue Districts of the state and Govt. of MP	Graduate in any discipline, PGDCA & CPCT	High Skilled Labour rate fixed by Labour Commissioner (as per educational qualification)	As per requirement (At present 500)	Data entry, letter drafting in Hindi and English, Operating various Departmental Software, Working in MS Office (Word, Excel, Power point)
2	Accountants	Head office/Regional Office/ revenue Districts of the state	B.Com./ICWA/C A - Inter, with at least 2 years' experience in Accounting	18000-12000	50	Preparing Account and other data sheets, Experience in Double Entry System Accounting
3	Chartered Accountants / ICWA	Head Office	CA/ICWA with at least 2 years' of Accounting experience	45000-60000	07	Preparing Account and other data sheets Taxation and Audit
4	Quality Controller	Head Office and 7 Regional Offices	Retired quality personnel from FCI	40000	03	Ensuring Stock Quality as per GoI/FCI Norms
5	DGM Level Retired Personals from MPSCSC	Head office/Regional Office/ revenue Districts of the state and Govt. of MP	Having experience of such work in Govt. Sector	60000	03	Performing Specialized assigned jobs
6	AGM Level Retired Personals	Head office/Regional Office/	Having experience of such work in Govt. Sector	50000	02	Performing Specialized assigned jobs



	from MPSCSC	revenue Districts of the state and Govt. of MP				
7	Manager (Finance)	Head office/Regional Office/revenue Districts of the state and Govt. of MP	B.Com./ICWA/C A - Inter, with at least 2 years' experience in Accounting	35000	21	Preparing Account and other data sheets, Experience in Double Entry System Accounting
8	AGM (Business)	Head office/Regional Office/revenue Districts of the state and Govt. of MP	Graduate with MBA/CA/ICWA with at least 5 years' experience	50000	06	Performing Specialized assigned jobs
9	Manager (Business)	Head office/Regional Office/revenue Districts of the state and Govt. of MP	Graduate with MBA/CA/ICWA with at least 3 years' experience	35000	09	Performing Specialized assigned jobs
10	Sr Assistant	Head office/Regional Office/revenue Districts of the state and Govt. of MP	Graduate with at least 2 years' experience	25000	12	Performing Specialized assigned jobs
11	Peon	Head office/Regional Office/revenue Districts of the state and Govt. of MP	-	Un skilled Labour rate fixed by Labour Commissioner	30	Any work assigned by MPSCSC

**\*\* The estimated number of outsourced manpower and Honorarium is tentative and can be increased/decreased based on requirement.**

#### 4. INSTRUCTIONS TO THE BIDDERS

- i. While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- ii. All information provided in bid proposal may be treated as contractually binding on the Bidders, on successful award of the assignment by MPSCSC on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MPSCSC.
- iv. The MPSCSC may cancel / withdraw this RFP at any time prior to a formal written contract agreement being executed by or on behalf of Madhya Pradesh State Civil Supplies Corporation.
- v. This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully examine this RFP document.

##### 4.1 Availability of Tender Document:

The Tender document will be available and downloadable on following websites:

- a) <https://mptenders.gov.in/> (procurement portal: for bid process & award of contract)
- b) <http://www.mpsscsc.mp.gov.in> (corporation website: only for Information purpose).

##### 4.2 Pre-Qualification Criteria

The bidders interested in bidding for the tender should meet the minimum prequalification criteria as mentioned below:

SN	Eligibility/Qualification criteria	Documents required to be submitted
A	<b><u>Credentials:</u></b> a) Proprietorship firms b) Partnership firms registered under Partnership Act 1932 c) Company registered under the Companies Act 1956 / Companies Act 2013  The firm should be in operation on the date of submission of this bid.  <b>Consortiums/ Joint Ventures are not allowed.</b>	All mentioned documents as under must be the part of Annexure - A
		A.1 - Copy of Registration Certificate of the Firm or Certificate of Incorporation (Valid as on date of bid submission)
		A.2 - PAN
		A.3 - IT Returns for 03 (Three) financial years ie. 2021-22, 2020-21, 2019-20.
		A.4 - No defaulter declaration for IT returns.
		A.5 - GST Registration Copy / Service Tax Registration certificate. (Valid as on date of bid submission)
		A.6 - No defaulter declaration for GST Filing
		A.7 - EPF Registration Certificate (Valid as on date of bid submission)
		A-8 No defaulter declaration for EPF Filing.
		A.9 - ESI Registration Certificate (Valid as

SN	Eligibility/Qualification criteria	Documents required to be submitted
		on date of bid submission)
B	<p><b>Turnover &amp; Net worth:</b></p> <p>The firm should have Minimum average annual turnover of Rs. 8 crores (Rupees Eight Crores) in manpower outsourcing business only in any 3 consecutive FYFYyears out of last four financial years 2018-19, 2019-20, 2020-21 and 2021-22</p> <p><b>Net worth must be positive.</b></p>	<p>The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover in manpower outsourcing business only &amp; net worth for manpower outsourcing business for supplying resources</p> <p><b>(Submit in format as provided in Annexure-B)</b></p>
C	<p><b>Work Experience</b></p> <p>The Bidder should have experience of managing at least three projects of manpower supply of similar nature (refer section 3.1) with Total 300 Manpower or above (with deployment period at least for one year) for any Central / State Government / Government Corporation / PSU in any Three (03) financial years out of FY 2018-19, 2019-20, 2020-21 and 2021-22 as on the date of submission of this bid.</p>	<p>The bidder should submit the Chartered Accountant certificate for workorders issued by any Central/ State Government/ Government Corporation/ PSU with Minimum 300 Manpower or above supply at least for three financial year duration.</p> <p><b>(Submit in format as provided in Annexure-C)</b></p>
D	<p><b>Manpower Supply Capability</b></p> <p>The Bidder should have experience of providing Manpower Supply services for at least 100 employees (on a monthly average) to Government clients (Any state or central) in India or PSU (Any state or central) in any Three (03) years (2018-19, 2019-20, 2020-21 and 2021-22 ) as on the date of submission of this bid</p>	<p>The bidder should submit the Chartered Accountant certificate (CA) mentioning month-wise number of employees for whom Manpower services were provided in any Three (03) financial years out of FY 2018-19, 2019-20, 2020-21 and 2021-22</p> <p><b>(Submit in format as provided in Annexure-D)</b></p> <p><b>This Annexure should be based on EPF return data.</b></p>
E	<p><b>Undertaking – NOT Blacklisted</b></p> <p>The bidder should not be blacklisted by any State Government, Government of India or any of its agencies in last Three (03) years from the date of submission of this bid</p>	<p>A notarized affidavit on Rs 500 Stamp paper by organization</p> <p><b>(Submit in format as provided in Annexure-E)</b></p>
F	<p><b>Undertaking – Non-Insolvent</b></p> <p>There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder.</p>	<p>An undertaking to this effect should be submitted by the bidder on its letter head.</p> <p><b>(Submit in format as provided in Annexure-F)</b></p>

SN	Eligibility/Qualification criteria	Documents required to be submitted
G	<b>Undertaking - No Deviation:</b>  No Deviations from terms and conditions as mentioned in RFP document and mandatory compliance of all statutory liabilities and other terms and conditions as specified in this RFP document.	Undertaking on company's letter head for No Deviations from terms and conditions and mandatory compliance of all statutory liabilities and other terms and conditions as specified in this RFP document.  <b>(Submit in format as provided in Annexure-G)</b>
H	<b>Undertaking - Local support office:</b>  The Bidder should have a local support office at Bhopal and should provide the supporting documents for the same. If the Bidder does not have any local support office at the time of Bidding, then the bidder must submit an undertaking on his letter head that the bidder shall open a local support office at Bhopal within one month from the date of award of contract, if selected.	Declaration of office availability in Bhopal on company's letter head or Undertaking on company's letter head that the bidder shall open a local support office at Bhopal within one month from the date of award of contract, if selected.
I	<b>Authorised Signatory</b>	In case of partnership firm , Power of attorney in favour of authorised signatory authorizing him to sign on behalf of tendered firm on tender form & it's annexures in current tender.  In case of firms & company, the resolution in favour of authorized signatory.
J	<b>Statutory Provisions</b>	Self Declaration As per Annexure – V regarding complying all statutory provisions laid down for manpower outsourcing agency.

**Note: -**

- i. Compliance of all the above-mentioned criteria is compulsory for all the bidders to qualify for financial bid evaluation.
- ii. A bidder would be disqualified if any of the above in Pre-Qualification criteria is not complied.
- iii. Pre-Qualification will be strictly based on the above-mentioned Annexures, undertaking & declarations only. In case it is found in later stages that any information is false, misrepresented or suppressed by bidder then, it would be deemed as breach of terms of RFP, making it liable for legal action against selected bidder apart from termination of the agreement. EMD or PBG, whatever available with department will also be forfeited. Apart from this, the process to Blacklist and Debar that particular agency may also be processed by MPSCSC.

#### **4.3 Clarifications**

- i. MPSCSC shall hold a pre-bid conference (PBC) as per schedule mentioned in this Bid Data sheet (Section-1). In this PBC, MPSCSC would address the clarifications sought by the bidders with regard to the RFP document and the project requirements. The bidders required to submit their queries to the MPSCSC in writing to be received before PBC (including email as defined in Bid Data sheet (Section-1). Queries must be submitted in the enclosed format (Refer Annexure-H)
- ii. MPSCSC reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion, they consider that it would be inappropriate to do so or do not find any merit in it.
- iii. All future correspondence/corrigendum shall be published on <https://mptenders.gov.in/> and corporation website.
- iv. MPSCSC reserves the right to make any kind of amendments or in the terms and conditions of RFP before the due date of submission of bid. Any change/ clarification/ corrigendum would be uploaded on the e-procurement portal.
- v. MPSCSC at its sole opinion may extend the due date for the submission of bids

#### **4.4 Preparation and Submission of Proposal**

##### **4.4.1 Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish the information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP document is not transferable to any other bidder.

##### **4.4.2 Language**

The bid as well as all correspondence and documents relating to the bid shall be in English language only.

#### **4.5 Tender Fee and Earnest Money Deposit (EMD)**

- i. Bids submitted without Tender Fee and EMD will stand rejected.
- ii. The EMD will be returned to the bidder(s) whose offer is not accepted within two months from the date of the placing of the final order on the selected bidder. If for any reason, refund of EMD is delayed, no interest/penalty shall be payable to the bidder.
- iii. In case of the bidder whose offer is accepted, the EMD shall be refunded interest free to the successful bidder only after submission of Performance security as mentioned in this document in subsequent sections.

- iv. No exemption in EMD in any form will be given to any firm /company / corporation / public undertaking except item vi.
- v. The EMD shall be forfeited by MPSCSC, on account of one or more the following reasons-
  - a. If bidder withdraws its bid during the period of bid validity.
  - b. If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of successful bidder/s).
  - c. If the bidder fails to furnish performance bank guarantee as specified in annexure
  - d. Information provided in the proposal is found inaccurate/ fraudulent.
  - e. The Bidder being found to have indulged in any act for misrepresentation/ suppression of facts, furnishing of fraudulent statement, certificates misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
  - f. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers
- vi. As per the provisions of Govt. of M.P, Store purchase rules, MSE registered in the state will be exempted for EMD. Bidder need to submit the necessary documents.

Bidders applying for EMD exemption shall have to submit relevant documentary evidence in support of exemption and furnish “Bid Security Declaration” as per **Annexure-R** along-with Bid Submission.

#### **4.5.1 Submission of the Bid**

The bidder is responsible for registration on the online portal at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the portal. The bidder shall submit the proposals online as described below

- i. Bidders shall submit their Proposals electronically on defined portal as per schedule given in bid data sheet.
- ii. RFP documents can be downloaded from departmental website without any cost. However, the proposal of only those bidders will be acceptable who have paid the tender documents fee as defined in Bid Data Sheet (Section -1) of this RFP, without which proposal will not be accepted.
- iii. Since the bidders are required to sign their proposal online using Digital Signature Certificates, they are advised to obtain the same at the earliest.
- iv. If bidder is bidding first time for e tendering, then it is obligatory on the part of bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- v. Bidder must positively complete online e-tendering procedure at Portal. MPSCSC shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading/uploading facility from the website for any reason whatsoever.
- vi. Proposal that are incomplete or not in prescribed format may be rejected.

- vii. The Proposal should be submitted only through the e-procurement portal. No any other form is acceptable.
- viii. The proposal should be strictly as per the formats provided in Annexures in RFP.
- ix. Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- x. Any alteration, erasures or overwriting should be valid only if the person or persons counter signing against the changes.
- xi. Bidders are advised to upload the proposals well before time to avoid last minute hassles / issues such as congestion in network, choking of server capacity etc.
- xii. The bidder shall ensure that the document uploaded on the portal are clearly visible and downloadable.

#### **4.6 Sequence of Documents in Bid Proposal**

The following order should be strictly followed while submitting supporting documents with proposal:

- i. Contact details of officials for future correspondence regarding the bid process with necessary permission letter notifying the official, as per Annexure-K
- ii. Proposal submission covering letter as per Annexure-I.
- iii. Firm's/Company's information as per Annexure-J
- iv. Scan copy of Tender Fee and EMD as proof of submission (on e-procurement portal).
- v. Proposal containing proposed Approach & Methodology with supporting Team Structure with in the firm, resource management, deployment mechanism, reporting, Escalation & feedback mechanism, Risk mitigation (contingency plan) and exception handling. details on learning from past experience from previous Manpower deployment projects and SLA management in Annexure-P.
- vi. Checklist for Eligibility/Qualification criteria compliance as per Annexure-L.
- vii. Supporting documents with proper heading and reference in compliance of Checklist for Eligibility / Qualification/Marking criteria
  - a. Company credentials Such as Registration certificate, GST, EPF, ESIC, PAN & Other required relevant documents (Annexure-A)
  - b. CA's Certificate showing Average Annual turnover for providing Manpower Outsourcing Services business for similar type of resources (Annexure-B)
  - c. CA certificate for Work Order issued by government Agency showing work experience (Annexure-C)
  - d. Letter/Work Order issued by government Agency showing work experience
  - e. CA certificate for Manpower Supply capability (Annexure-D)



- f. Work completion certificate should be furnished as documentary proof at least three similar projects of providing minimum number of resources in each Work order/Project
  - g. Address, representative details of present office in Bhopal on letter head or undertaking on letter head that the bidder shall open a local support office at Bhopal within stipulated time frame to coordinate., if selected.
- viii. Self-declaration for not being blacklisted by any Government entity as per Annexure-E.
- ix. Self-declaration for being non-insolvent entity as per Annexure-F.
- x. Self-declaration for No Deviation from the tender requirements as per Annexure-G.
- xi. Financial proposal submission form (to be submitted on e-procurement portal in provided space and as per the MS-excel format given in Annexure-M)
- xii. Annexure Q – Bank Details for Direct Credit Facility
- xiii. Annexure R – Bid Security Declaration
- xiv. Annexure T – Details of Billing to Manpower Outsourcing Business only
- xv. Annexure U – Affidavit for not being GST & EPF Filing Defaulter

#### **4.7 Cost of bidding**

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the MPSCSC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

#### **4.8 Interpretation of the clauses in the tender document**

In case of any ambiguity in the interpretation of any of the clauses in RFP Document, the MPSCSC interpretation of the clauses shall be final and binding on the bidder. The decision taken by the MPSCSC in the process of tender evaluation shall be final.

#### **4.9 Amendment/s in tender document**

At any time prior to the deadline for submission of bids, MPSCSC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website. Bidders are requested to visit the e-procurement website for updates, modification and withdrawal of offers.

#### **4.10 Bid Evaluation: Evaluation Methodology**

##### **4.10.1 Tender Opening:**

- i. Bid Opening shall take place through the defined portal only. Online Proposals submitted along with the EMD & Tender fee shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.



- ii. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to following preliminary requirements will be treated as non-responsive
  - Submitted in manner not conforming with the manner specified in the RFP document
  - Submitted without appropriate EMD as prescribed herein
  - Non-compliant with any of the clauses stipulated in the RFP
  - Having lesser than the prescribed validity period.
- iii. To assist in the scrutiny, evaluation and comparison of offers, the MPSCSC may, at its own opinion, ask some or all the bidders for clarification of their offers on any of the information provided in the bid document and the same may be submitted through supplementary documents as per defined process of Online Portal .Only those documents shall be allowed which pre existed on the date of tender submission.

#### **4.10.2 Tender Evaluation Process**

To evaluate the proposals, MPSCSC shall formulate a Tender Evaluation Committee (TEC) (also referred to as “Evaluation Committee”). The Evaluation Committee shall evaluate the bids as per the following process:

- i. The evaluation of tender will be based on **Least Cost (L-1) Method** with Pre-Qualification criteria evaluation and Financial Bid evaluation phases only.
- ii. Tender Evaluation Committee shall review the Proposal with compliance to the Pre-Qualification criteria. To assist in the proposal examination, evaluation, and qualification of the Bidders, Evaluation Committee may, at its own opinion, ask any bidder for a clarification of its bid proposal, if required. In case it is found there is need of additional / supplementary documents to complete the evaluation process, the same can be done through available in- built shortfall document option in portal.
- iii. Those bidders who pass the Pre-Qualification criteria evaluation would be shortlisted for financial bid opening and Financial Proposal of only those bidders shall be opened.

#### **4.10.3 Financial Evaluation of Bid**

1. The Financial Bids of qualified Bidders in pre-qualification evaluation will be opened on the prescribed date in the presence of Bidder representatives who wish to attend and have been authorized by the company through an authorization letter.
2. The Bidder shall be selected on the basis of L-1 Method, whereby a qualified bidder quoting the least value will be declared as most responsive bidder.
3. The Next lowest Bidder (L-2) shall be kept in reserve and maybe awarded contract on L-1 rates in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.
4. In case, two or more bidders are found to be L-1, then work would be awarded to the bidder who has higher average annual Turnover from manpower outsourcing business (Annexure-B) among these L-1 bidders. In case, higher average annual Turnover from

manpower outsourcing business is also equal then higher average annual Turnover from All Business will be considered among these L-1 bidders.

5. Any conditional bid would be rejected.
6. Bidder has to quote only service charges in percentage (in figure and words) in Annexure-M.
7. Bidder has to consider all possible charges towards hiring & deployment of manpower, payment of salaries, billing, SLA compliances, penalty on delay, Compliances of statutory liability and acts, Development of IT facility and provisioning of support staff for MPSCSC, and other administrative and overhead charges. The service charges shall be quoted taking into account of all overhead expenses envisaged by the bidder (not attributable to the MPSCSC) for efficient functioning /execution of Contract. Bidder has to consider the insurance coverage against the risks shall include Party liability insurance, with a minimum coverage of in accordance with the applicable law to Madhya Pradesh Government.
8. It is to note that any other Tax, Insurance & liabilities charges will not be paid by department.
9. The service charges will be up to two decimal places only. If more decimal values are found, it would be rounded off to the nearest value removing the decimal value after two decimals i.e., 5.455 would be considered as 5.45 and 6.566 would be considered as 6.57.
10. The service charges less than 01% shall be rejected.  
Note: - The minimum 01% service charge rate is arrived based on the GoI guidelines, consideration of selected bidder's charges towards hiring & deployment of manpower, payment of salaries, billing, SLA compliances, Compliances of statutory liability and acts, Development of IT facility and provisioning of support staff at MPSCSC, and other administrative and overhead charges. Therefore, it is derived actual payment as service charges of 01% minimum to be provisioned for this assignment considering the risk and stability involved.
11. The service charges shall be computed on applicable gross bill of the manpower cost.
12. GST would be paid to successful bidder at the current prevailing rates of GST.
13. If there is a discrepancy between words and figures of quoted service charges than the value mentioned in words will be considered.

#### **4.11 Unsatisfactory Performance**

Even on fulfillment of all the criteria, it may be noted that those bidders whose past performance has not been satisfactory against previous tenders of MPSCSC, they may not be considered for order. Following shall attribute to poor performance of a bidder: -

- Non-execution of previous order(s)/ inordinate delay / inferior quality of services.
- Previous assignment left incomplete
- Any irregularities with any Govt department in MP
- Other service and performance issues

#### **4.12 Conflict of Interest**

Bidder shall not have a conflict of interest with one or more parties. Participation by bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. MPSCSC considers a conflict of interest to be a situation in which a party has

interest that would improperly influence that party's performance of official duties or responsibilities, contractual obligations or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A bidder may be considered to be in a conflict of interest with one or more parties if including but not limited to:

- a) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or
- b) Have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another bidder.

#### **4.13 Right to terminate**

MPSCSC, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders 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 action. MPSCSC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by MPSCSC. The bidder's participation in this process may result in MPSCSC selecting the bidder to engage in further discussions and negotiations.

MPSCSC, reserves the right to cancel this RFP at any time prior to a formal contract agreement being executed by or on behalf of MPSCSC.

#### **4.14 Performance Obligations**

While providing services as per Scope of Work, the bidder shall ensure that there is no infringement of any right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

#### **4.15 Corrupt/Fraudulent Practices:**

- i. The MPSCSC requires that the bidders under this tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the MPSCSC defines the terms set forth as follows:
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution; In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- iii. "Fraudulent practice" means a misrepresentation/suppression of facts in order to influence award of contract or an execution of a contract to the detriment of the MPSCSC, and includes collusive practice among Bidders (prior to or after bid submission) to deprive the MPSCSC of the benefits of the free and open competition;

- iv. The MPSCSC will suspend /terminate the award of contract, if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The MPSCSC will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

#### **4.16 Notification of Award and Signing of Contract**

Prior to the expiration of the period of bid validity, MPSCSC will notify the successful Bidder in writing to confirm, that its bid has been accepted. The notification of award will constitute the formation of the Contract.

Failure of the successful bidder to agree with the Terms & Conditions of the contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSCSC would reject the proposal and forfeit the EMD as specified in the document.

The successful bidder will be required to execute the contract agreement on a non-judicial paper of adequate fee on acceptance of their Quotation.

Upon the successful Bidder's furnishing of the signed Form of Contract Agreement and the performance security, the MPSCSC will notify each unsuccessful Bidder and will discharge their bid security.

As soon as practically possible, MPSCSC will sign the Contract Agreement and share the copy with successful Bidder.

During the term of contract, the bidder shall closely work with MPSCSC / Nodal Officer of MPSCSC, to perform the activities as per the scope of work. In case of poor performance, non-availability of staff, MPSCSC shall terminate the agreement after the recommendation from Nodal Officer. In such case, the performance security shall be forfeited.

#### **4.17 Confidentialities:**

Any attempt by a bidder to influence MPSCSC in the evaluation of the bids or contract award decisions may result in the rejection of its bid. If any bidder wishes to contact the MPSCSC during/after opening of the Bid to award of contract. He may do so in writing.

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process.

#### **4.18 Performance Security**

The contract under this assignment shall carry a performance Security of Rs 75,00,000 (Rupees Seventy Five Lakhs only) in the form of Bank Guarantee as per the Format attached at Annexure-N for contract period plus 120 days. The successful bidder's EMD payment shall be refunded upon the bidder provides the Performance Security. All charges with respect to

the Performance Security shall be borne by the bidder. The Performance Security shall remain with the MPSCSC for the contract period plus 120 days.

The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee. This guarantee may be invoked on violation of any of the condition(s) given below:

- a) If provided service is of poor quality and deployed manpower are not skilled to perform the job.
- b) Bidder is not available to deliver services for a long time (for at least 1 month).
- c) The observed output is not in accordance with the roles & responsibilities mentioned in scope of work defined in RFP and not in compliance with the task assigned by the MPSCSC/ Nodal officer of MPSCSC.
- d) The bidder or his employee is involved in any unlawful activity relating to this work.

## **5. TERMS & CONDITIONS**

### **5.1 Prime Responsibilities of Bidder**

1. The selected Bidder shall be in obligation to pay the salary on or before 10th of every month to its deployed Manpower as prescribed by the MPSCSC.
2. The selected Bidder shall discharge its liability for the deployed manpower in respect of Employees Provident Fund under The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, if applicable.
3. The Selected Bidder shall also have to bear all other liabilities as per existing "Contract Labor (Regulation and Abolition) Act, 1970" and other applicable Labor Act as amended from time to time, if applicable.
4. The person deployed by the agency shall be entitled to one paid casual leave for one calendar month service rendered, if approved by concerned Authorities. No cash allowance would be allowed in lieu of such leave. The leave so earned have to be availed within a quarter otherwise it will stand lapsed. There will be no credit for broken month period
5. The Selected Bidder shall also bear other charges like Leaves (other than Statutory Leaves), additional Salary, Group Insurance, photo-id etc.
6. The Selected Bidder will have to make the payments of Salary directly into a Bank Account of deployed manpower.
7. The selected bidder shall provide details to employees related to the payment of salary, their bank accounts number & bank name where payment remit and other information through the login access of IT facilities which should be available 24\*7 to the employees.
8. The Selected Bidder will mandatorily submit documents showing the proof of age and qualification / experience of the manpower deployed by it, after executing the contract, and get it verified from the designated Nodal Officer as declared by MPSCSC from time to time. The verification of the credentials of the manpower by the MPSCSC is mandatory whenever a new manpower in engaged. A Declaration in this regard filled and duly signed by all deployed manpower at district should be submitted to designated Nodal Officer before deploying the respective manpower. Random police verification would be carried out regularly to the check the genuineness of the declaration.
9. MPSCSC shall not pay any additional cost towards the establishment of office, Administrative & support staff deployed for administering the Manpower outsourcing contract to the selected bidder
10. The Selected bidder shall provide and be responsible for payment of salaries and other statutory privileges and facilities as applicable to its Manpower as per relevant and applicable law/rules/regulations and orders of the Central / State Government or local authorities or other authorities as are in force from time to time.

11. All Manpower engaged under this Contract by the selected bidder shall be employees of selected bidder. MPSCSC shall not have any liability/responsibility to absorb the persons engaged by the selected bidder and/or extend any type of recommendation, etc. for obtaining any job with the MPSCSC or elsewhere.
12. The Selected bidder shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and where he remits contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees, if applicable.
13. The Selected bidder shall maintain all records/registers as required to be maintained under various Labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the MPSCSC, if applicable.
14. The Selected bidder shall also submit periodical reports on various Labour laws compliance such as Contract Labour (Registration & Abolition) Act-1970, Employees Provident Fund Act etc., under intimation to maintain the designation of the principal employer, if applicable.
15. The Selected bidder shall ensure that its manpower perform their duties efficiently by taking monthly report from District Supply officer and Nodal officer. In case the feedback is not satisfactory then deployment of new manpower needs to be exercised within defined timelines.
16. The working location of resources will be any office ordered by MPSCSC.
17. Selected bidder cannot assign any task / job to the deployed resources other than as prescribed by MPSCSC. In case, if it has been reported to MPSCSC or MPSCSC has observed the same then penalty will be invoked as per mentioned SLA and two (02) such incidents may lead to termination of contract by MPSCSC.
18. In case the hired personnel do not attend the work at any time for whatever reason, the successful bidder shall make alternate arrangements to MPSCSC, so that the daily work of MPSCSC does not suffer.
19. The normal working days as per Government office working days and working hours for all the category of personnel shall be as stipulated by MPSCSC on all working days. However, depending upon the urgency of works, the personnel may be required to work late (beyond office hours) or on holidays depending on demands or work.
20. The Selected bidder shall in the event of his employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Employee's Compensation Act, 2010 and other applicable law.



21. If any of the persons engaged by the Selected bidder misbehaves with any officials of the MPSCSC and other stakeholders of MPSCSC or commits any misconduct in connection with the property of the MPSCSC or suffers from any serious communicable diseases, the Selected bidder shall be liable to replace them immediately.
22. The Selected bidder shall ensure that necessary information regarding the persons engaged by him is intimated to the concerned police station and a copy of the same shall be submitted to the Nodal Officer through the online system.
23. The successful bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of all personnel and MPSCSC shall not be responsible for any such liability or lapses.
24. During the subsistence of the contract, MPSCSC shall not undertake any monetary liability other than the amount payable to the successful bidder for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the successful bidder.
25. The successful bidder shall provide a dedicated Single Point of Contact (SPOC) to coordinate with MPSCSC, who will be responsible for Deployment of resources, resolving problems of resources and onsite availability as per demand by MPSCSC
26. Any Amount/ Advance paid in excess to attendance will not be reimbursed to the bidder by MPSCSC.
27. No experience certificate will be issued to any manpower engaged by the successful bidder by the MPSCSC.
28. It will be the responsibility of the successful bidder to handle all litigations pertaining to the engaged manpower.
29. The engaged manpower will not be the employees of the MPSCSC. They should not communicate with MPSCSC directly regarding on issues relating to salary hike etc.
30. It will be the sole responsibility of the successful bidder to comply with any written/oral commitment made by him to the engaged manpower.
31. If any loss (monetary/assets etc.) incurred to MPSCSC by any of the persons/employee engaged by the Selected bidder, then loss will be recovered from the selected bidder.
32. The Maximum age of engaged manpower should be below 65 Years.
33. Sub-Contracting by the selected bidder is not allowed. The engaged manpower should be on the payroll of the selected bidder only.
34. The Police verification is required for the engaged manpower. The police verification will be facilitated by the selected bidder with his own cost. The manpower will be engaged with the MPSCSC post police verification only.



## **5.2 IT Facilities with MIS Provisions**

- i. Selected bidder must should have an IT based computerized online facility for management of services. This IT facility will be used for online management of services, billing and performance assessment of resources, monthly timesheets, SLA monitoring etc.
- ii. Selected bidder should provide the login access to MPSCSC Nodal Officer for monitoring through desired MIS reports, which may change from time to time as per the need of the corporation)

## **5.3 Valid Credentials of Manpower**

- i. The manpower provided by the Selected Bidder should not have any adverse Police records / criminal cases pending against them. The Selected Bidder should make adequate enquiries about the character and antecedents of the manpower before recommending for deployment. The character and antecedents of all workers to be deployed at MPSCSC by the service provider will be got verified from local police by the service provider at its own cost and submit the report there of in MPSCSC.
- ii. The Selected Bidder have to furnish proofs of identity like driving license, bank account details, previous work experience, proof of residence, recent photograph, Voter ID card, AADHAR Card to the MPSCSC Nodal officer along with a certificate to this effect in detail.
- iii. The manpower deployed by the Selected Bidder shall be of sound physical and mental health. The agency will also ensure medical examination of all the persons deployed in MPSCSC before deployment from the Practicing doctor (M.B.B.S or above) and ensure submission of fitness certificate at the time of joining
- iv. MPSCSC shall reserve the right to accept or reject the worker recommended by the agency. The Service Provider shall withdraw such workers who are not found suitable by this office for any reasons immediately on receipt of such a request.
- v. Deployed workers should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the government's interest due to deployment of such manpower, the same shall have to be recovered by the Selected Bidder without any extra cost to the MPSCSC
- vi. The successful bidder shall be responsible for the discipline and conduct of the hired personnel sponsored and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the successful bidder shall provide replacement services of suitable personnel.
- vii. The successful bidder shall not engage manpower who's services have been returned by MPSCSC in the past.

#### **5.4 Contract Period**

- i. The contract period prescribed under this RFP is for 01 (one) year.
- ii. The contract shall commence from the date of execution of agreement and shall continue for 01 year (one year) as the case may be unless it is curtailed or terminated by the authority owing to deficiency in service, sub-standard quality of manpower deployed, breach of any conditions of contract etc or change in requirements.
- iii. The Agreement shall automatically expire on completion of contract period unless it is extended for further period by mutual consent of the Selected Bidder and the MPSCSC.
- iv. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period as will be mutually agreed upon by the Selected Bidder and the MPSCSC. However, only two extensions of one year each can be made under purview of this contract, if required.
- v. The MPSCSC reserves the right to terminate the agreement by issuing prior notice of 1 month to the selected Bidder.
- vi. After issuing termination Notice to Lowest bidder (L1), MPSCSC reserves the right to initiate the process to engage the Next lowest Bidder (L2), if they would like to be engaged during the rest period of the project on L-1 Rates. In case L2 not agreed then L3, L4 etc vendors will be approached in similar way till any vendor is selected.

#### **5.5 Deployment of Manpower**

- i. The Selected Bidder must deploy the requisite amount of manpower within 30 days of issuance of Letter of Intent (LOI) of this assignment
- ii. There may be increase/decrease in number of manpower required for districts/HO.
- iii. MPSCSC reserves its right to increase or decrease the number of required Manpower (SSDU) during the period of the contract as per the job requirement and Selected Bidder must abide by the same without fail.
- iv. The Selected Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities covered under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the MPSCSC.

#### **5.6 Replacement of deployed manpower**

- i. The manpower being deployed by the Selected Bidder shall ordinarily be continued and would not be changed without written intimation, consultation and approval of the MPSCSC's Nodal Officer.
- ii. Selected Bidder cannot replace the manpower without written permission or consent of the MPSCSC, penalties shall be levied as per the terms set out in this tender document.
- iii. The Selected Bidder shall receive the list of all manpower deployed on field on actual basis at the start of the project through IT facility. Further, the Selected Bidder shall keep updated the information of all such deployed manpower on a regular basis to the

MPSCSC through the IT facility. Any change in the deployed manpower shall be immediately communicated to the MPSCSC's Nodal Officer.

- iv. Upon the written directions of the MPSCSC's Nodal Officer, the Selected Bidder shall immediately remove any person or persons deployed from the works/ services thereon; who may in the opinion of the Nodal Officer is incompetent or responsible for misconduct. In such cases, the Selected Bidder must deploy the requisite manpower within 7 days.
- v. In case the Selected Bidder has any difference of opinion with Nodal Officer in this regard, the matter shall be referred to Managing Director, MPSCSC, whose decision shall be final and binding by the Selected Bidder. Such persons shall not be employed again on the works without the written permission of the Nodal Officer, or any other officer authorized for such purpose.
- vi. In case of resignation by any deployed resource, Selected Bidder must act promptly and complete the process of selection of new resource in coordination with department nodal officer within 7 days from the date of acceptance of resignation.
- vii. Selected Bidder shall exercise the exit management of outgoing resources with newly deployed resource within 45 days from the date of resignation. It is to be noted that the notice period will be minimum 2 months from the date of resignation. i.e Bidder must ensure that Replacement / Deployment of the new resources and its induction must be completed within 45 days from date of resignation.
- viii. In order to retain the resources after deployment, Bidders may possess Employment Bond Contracts with deployed resources for a period of minimum 6 months.
- ix. Selected Bidder shall be solely responsible to manage the required pool of resource with department irrespective of any conditions such as resignation, furlough etc.

#### **5.7 Mishap and Injury to manpower**

- i. The successful bidder shall comply with all the rules and regulations regarding safety and security of its employees and MPSCSC will in no way be responsible in any manner in case of any mishap to their personnel.
- ii. The Selected bidder shall indemnify and keep MPSCSC indemnified against all losses and claims for injuries or damage to any person whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- iii. MPSCSC shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Selected Bidder. The Selected Bidder shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.
- iv. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all

amendments thereof, MPSCSC's Authorized officer / Nodal officer shall have full powers to retain out of any sums payable/becoming payable to the Selected Bidder, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of MPSCSC shall be final in regard to all matters arising under this clause.

- v. In case any manpower of the Selected Bidder is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the MPSCSC, it shall be the sole responsibility of the Selected Bidder to defend its manpower in the court of law or to extend all medical and financial help, etc. without charging any cost to the MPSCSC.
- vi. MPSCSC shall be deemed to be indemnified by the Selected Bidder for lapses or other mischief's etc. by its manpower.
- vii. Claims arising due to "any activity" by the manpower shall be liable for adjustment from performance bank guarantee furnished by Selected Bidder.

#### **5.8 Reporting of Manpower**

- i. The persons deployed shall be required to report for work at scheduled time as directed by MPSCSC's nodal officer / authorized personal and shall work for minimum 8 hours per day. The Person (deployed), who remains absent from duty on a particular day / comes late to the duty /leaves the duty early without prior permission, and proportionate deduction from the remuneration shall be made accordingly.
- ii. The person deployed may be called on holidays to attend duty and shall not be paid extra remuneration by MPSCSC to attend the duty. Selected Bidder has to make provision for such cases so that motivation and dedication of such manpower can be maintained.
- iii. The person to be deployed by the Selected Bidder shall work under the control of MPSCSC. He may be assigned to any work decided by the MPSCSC as and when required. If any of the manpower deployed by the Selected Bidder will disobey to carry out such order of the MPSCSC; his/her service shall be withdrawn immediately and sent back to the Selected Bidder. The penalties will be invoked as defined in section (5.12).

#### **5.9 Performance Monitoring**

The performance of the selected bidder will be judged on the basis of number of deployed person and work done by that manpower. The attendance and contract administration would be done through the IT portal deployed by the successful bidder.

#### **5.10 Reporting of Bidder**

- i. The Selected bidder shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Nodal Officer) to supervise the deployment and performance. The said representative, (or if more than one shall be employed, then one of such representatives),

shall be present whenever required and should be approachable in person or on phone at time to the MPSCSC for discussion and meetings.

- ii. For all purposes the selected bidder will be reporting primarily to the MPSCSC's officials / nodal officer on weekly basis.
- iii. The representative shall comply with the oral and written instructions given on day-to-day basis, by the officer(s) authorized by MPSCSC from time to time. They have to honor office timings, time lines provided by MPSCSC, tasks assigned etc., in a time bound manner.
- iv. Any written order or instruction which the Nodal Officer or his duly authorized representative may give to the said representative of the selected bidder shall be deemed considered to have been given to the selected bidder.
- v. The Selected Bidder shall furnish the complete address of its permanent office and local office along with telephonic numbers, emails, etc. to the MPSCSC. Any notice or instructions to be given to Selected Bidder under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or authorized email or to the address of the selected Bidder last notified by them or delivered to authorized signatory.

### 5.11 Sub-letting / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof (except the development and management of IT facility), as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

### 5.12 Service Levels and Penalties:

Subject to conditions of contract if the successful bidder fails to commence the activities within the specified time period, competent authority shall without prejudice to its other remedies under the contract, may levy following penalties:

#### 5.12.1 Penalties at Deployment Stage

SN	Parameter	Measurement	Penalty
1	Single Point of Contact (SPOC) from agency to coordinate with MPSCSC, in 30 days from LOI issuance.	Deploy of SPOC at Bhopal	Penalty Rs. 500 (Five Hundred) per day for not deploying the coordinator after 30 days.
2	Submission of Local Office Address, in 30 days from LOI issuance.	Formal communication to inform the MPSCSC for Local Office, its Address and contact numbers at Bhopal after 30 days.	Penalty Rs. 500 (Five Hundred) per day for not formally communicating the Local Office, its Address and contact numbers after 30 days.

**Note:**

- a) If the delay is beyond the timelines and no extension of time is given by the MPSCSC, the contract may be terminated by MPSCSC and the entire Performance Security could be forfeited.
- b) Selected bidder may appeal to relax any penalty imposed on payment within 15 days of payment receipt to the Principal Secretary, Department of Food, civil supplies and Consumer Protection, GoMP. The decision of Principal Secretary, Department of Food, civil supplies and Consumer Protection, GoMP would be binding to both the parties.

#### 5.12.2 Penalties at Operational Stage

SN	Parameter	Measurement	Penalty
1.	Non-payment of salary to the manpower deployed	Non-payment of salary to the manpower deployed by the 10 <sup>th</sup> day of each month.	a) Penalty of Rs. 100/- (One Hundred) per day per resource starting from the 11 <sup>th</sup> day onwards up to 20 days. b) Penalty of Rs. 200/- (Two Hundred) per day per resource starting from the 21 <sup>th</sup> day onwards up to 30 days. c) Penalty of Rs. 300/- (Three Hundred) per day per resource starting from the 31 <sup>th</sup> day onwards up to 40 days. d) Penalty of Rs. 1500/- (One Fifty) per day per resource starting from the 41 <sup>st</sup> day onwards.
2.	Timeliness in EPF Filing	Within 30 days of receipt of payment from MPSCSC	Rs. 100 for delay of each calendar day per applicable employee on each occasion of breach
3.	Timeliness in ESIC Filing	Within 30 days of receipt of payment from MPSCSC	Rs. 100 for delay of each calendar day per applicable employee on each occasion of breach
4.	Delay in resolving employee grievances	Within 15 days of receipt of notice from MPSCSC	Rs. 5,000 for not resolving the employee grievances per employee after 16 <sup>th</sup> Day of receipt of notice from MPSCSC
5.	Inadequate resource pool (Resume Pool) for all positions	Resume of Shortlisted resources against each position (Minimum 1 position: 4 resumes) should be available for immediate interview within 7 days of notification.	<b>Measurement</b> - Resume of Shortlisted resources against each position (Minimum 1 position: 4 resumes) should be available for immediate interview within 7 days of notification. <b>Penalty</b> - Penalty of Rs. 2000/- (Two Thousand) per position, if not

SN	Parameter	Measurement	Penalty
			made available to MPSCSC, applicable from 08th day of notification.
6.	Unable to deploy replacement resources due to resignation or any other reason	Replacement of manpower against each position should be completed on time. In case no resource is made available by Selected bidder in 45 days after date of resignation on given location/ position, penalties will apply.	Penalty of Rs. 500/- (Five hundred) per day per resource not deployed, starting from 46 <sup>th</sup> days onwards up to deployment of resource.
7.	Other task assigned by agency to supplied manpower	Agency cannot assign any task to supplied manpower without approval from MPSCSC, In case any such incident observed or reported to MPSCSC	Rs. 10,000 for each such incident
8.	Dedicate resource for problem resolution and on-site availability as per demand	Deployment of dedicated resources to resolve the problems and onsite availability as per demand by MPSCSC	Rs. 10,000 for non-availability dedicated resources and onsite availability as per demand by MPSCSC
9.	Absent upto 5 days	In case the engaged manpower/s is absent upto 5 incidences in a month	20% of monthly bill of each concerned engaged manpower will be deducted.
10.	Absent - 6 to 10 days	In case the engaged manpower/s are absent 6 times to 10 times (i.e. 6 to 10 incidents) in a month	35% of monthly bill of each concerned engaged manpower will be deducted.
11.	Absent - 11 to 15 days	In case the engaged manpower/s are absent 11 times to 15 times (i.e. 11 to 15 incidents) in a month	60% of monthly bill of each concerned engaged manpower will be deducted.
12.	Absent more than 15 days	In case the engaged manpower/s are absent more than 15 times (i.e. more than 15 incidents) in a month	Full month's bill of each concerned engaged manpower will be deducted.

**Note:**

- i. The above list is not exhaustive and MPSCSC reserves the right to finalize and modify the SLAs during the course of the agreement. The above penalties would be calculated and are applicable on a monthly billing.
- ii. The penalties, if applicable, shall be deducted from the Monthly **Service Charge** payment component of agency against the invoices of the selected bidder.



- iii. The maximum 'operational penalty' that can be deducted from the Monthly invoice would be Maximum 100% of that the **Monthly Service Charge payment of agency**. Further, in case if Monthly **Service Charge payment of agency** has been deducted 3 consecutive months, then contract may be terminated and the performance guarantee may be forfeited and agency will be blacklisted.
- iv. For the reasons under FORCE MAJEURE as mentioned in section 5.22, which are beyond the control of bidder or death / Medical emergency of manpower deployed no penalty shall be levied and sufficient time shall be given for remedial action.
- v. The operational penalty imposed by MPSCSC, shall not be passed on to the manpower.

### 5.13 Payment Procedure

Payment shall be released by MPSCSC as per the following terms:

- i. Billing and finance will be done through MIS (portal) application.
- ii. Draft invoice should be made available by bidder in MIS application login of the department nodal officer / authorized person on first day of each month for previous month's attendance and performance of resources. This will contain the report on availability of Manpower (attendance) and deductions on leave, penalty recommendations etc
- iii. Authorized person of respective district provide concurrence for the same in 2 days after publishing draft invoice for the month. In case no action done within 2 days, the system automatically moves up to MPSCSC level. MPSCSC will finalize the deduction and Penalties from the monthly payments online in next 2 days.
- iv. In case bidder has any issue on invoice and deduction he may discuss it with MPSCSC for corrections. The approved Invoice by MPSCSC will become the Final Invoice for payment and will be submitted to MPSCSC by agency in 2 copies. along with the relevant supporting documents & proofs as submitted online also.
- v. MPSCSC will transfer the payment to selected bidder's bank account, correct bank account should be mentioned in the invoice also
- vi. No Interest shall be paid on delayed payments.
- vii. The selected bidder will not charge any late payment fee on Invoice.
- viii. The Selected Bidder shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working.

### 5.14 Payment through Direct Credit

- i. Among the various prevalent modes of effecting payments, the mode of "Direct Credit" into successful bidder's specified bank account through system like Banks' RTGS/NEFT mode is considered as a convenient and efficient mode of payment. Successful Bidder must agree to avail the "Direct Credit" channel for receiving sums due against the bills and accept the terms and conditions for the same.



- ii. MPSCSC shall not be liable for any direct, indirect or consequential loss or damage sustained by the “Successful Bidder” by any direct or indirect use of or reliance on the electronic communication, orders or messages. MPSCSC shall also not be liable to “Successful Bidder” for any service charges / Bank fee / loss or damage caused arising in connection with the “Direct Credit” facility and/ or this Agreement, on account of interruption or stoppage of “Direct Credit” facility arising on account of circumstances not attributable to MPSCSC or beyond control of the MPSCSC or as contained in other clauses of this RFP.
- iii. Bidder has to provide the bank details for payment as given in Annexure -Q
- iv. Successful Bidder shall inform any changes in the information such as bank account, constitution of the firm etc. shall be intimated immediately and that MPSCSC shall not consider any subsequent changes without any formal communication.
- v. Successful Bidder must agree that credit of monies, with or without deduction of Bank charges into designated account as per Annexure-Q shall be comprehensive and complete legal discharge of MPSCSC’s payment liability to the Successful Bidder in respect of bill/claim to which the payments relate to, so far as the mode of payments is concerned.

#### **5.15 Information for Audit**

Successful Bidder must agree to provide required access/information to the MPSCSC or its nominated agencies for Audit & other necessary mandates, whenever required.

#### **5.16 Suspension and Termination Successful bidder**

MPSCSC reserves the right to terminate the contract by issuing a notice of termination to the selected bidder. Upon receipt of such notice of termination under this clause, the selected bidder shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as MPSCSC may specify in the notice of termination for the sole purpose of protecting that part of the work already executed, or any work required by the MPSCSC for smooth transition.

Also, MPSCSC reserves the right to terminate the contract, prior to expiry of the contract subject to the following provisions mentioned here under

- i. If the successful bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by MPSCSC, without any valid reasons acceptable to MPSCSC, MPSCSC may terminate the contract after giving 1 months’ notice, and the decision of MPSCSC on the matter shall be final and binding on the bidder and the bidder agrees to not challenge the decision of MPSCSC in any court of law or appellate tribunals or any other competent authority. Upon termination of the contract, MPSCSC shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

- ii. MPSCSC reserves the rights to terminate this Agreement if the Selected bidder breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
- iii. MPSCSC reserves the right to terminate the contract in case selected bidder gets blacklisted by any other department of the Government of Madhya Pradesh, or any other Ministry of Government of India during the course of Project or if bidder is convicted in a legal/tax evasion case or on account of any other legal misconduct of the bidder.
- iv. MPSCSC may serve written notice on selected bidder at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the bidder.
- v. MPSCSC reserves the right to terminate the contract by giving a one month's written notice, if a change of control of the selected bidder has taken place.
- vi. MPSCSC reserves the right to terminate this agreement due to the breach of the contract as per the conditions of this agreement, the performance security shall be invoked, following due procedure.
- vii. Upon expiry, the Agreement may be extended and/or renewed subject to the terms of this Agreement.
- viii. MPSCSC reserves the right to, terminate the engagement, at any time, by giving 30 days written notice to the selected bidder without any compensation (if the selected bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter)
- ix. The engagement of the selected bidder shall be suspended/terminated and the selected bidder may be blacklisted forthwith by MPSCSC under following circumstances/reasons:
  - a) Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement, or
  - b) Deviation found in quality and quantity of the service provided, or
  - c) If it is found that during the process of award of contract, fraudulence, suppression / misrepresentation of facts was made by the selected bidder.
- x. As stopping the providing faulty /substandard service and taking appropriate action in this regard is a matter of an urgent and emergent nature, and essential to protect the interest of the State Government, the engagement of the selected bidder will be suspended. However, before taking the final decision on the matter, selected bidder will be given reasonable opportunities to explain their stand. After enquiry, if selected bidder is found guilty, the engagement of the concerned bidder for the service in question will be cancelled and other appropriate legal action shall also be initiated. In case of any dispute, the decision of the Director, MPSCSC shall be final and binding.

### **5.17 Amendment**

No provision of contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

### **5.18 Resolution of Disputes**

Any dispute arising out of the contract would be covered by Arbitration under the provisions of M.P. Madhyastham Adhikaran Adhiniyam, 1983. The seat/venue of Arbitration shall be at Bhopal and all legal disputes are subject to jurisdiction of courts at Bhopal.

### **5.19 Legal Jurisdiction**

The contract that will be entered into the State of Madhya Pradesh and its validity, execution, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Bhopal. No other jurisdiction shall be applicable

### **5.20 Indemnity**

The successful bidder shall indemnify, protect and save MPSCSC and against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like training material, photograph etc.) and the services rendered under the contract.

### **5.21 Publicity**

Any publicity by the bidder in which the name of the MPSCSC is to be used should only be done with the explicit written permission of the MPSCSC.

### **5.22 Force Majeure**

- i. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- ii. For purposes of this clause, “Force Majeure” means an event beyond the control of both the parties (MPSCSC and Bidder) and not involving the both the parties and not involving the fault of either the parties or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.
- iii. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

- iv. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
  - a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - b. Explosion or chemical contamination (other than resulting from an act of war);
  - c. Epidemic such as plague;
  - d. Any event or circumstance of a nature analogous to any of the foregoing
- v. Other Events to the extent that they satisfy the foregoing requirements including:
  - a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
  - b. Any act of Government
  - c. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
  - d. Any event or circumstance of a nature analogous to any of the foregoing

All the provisions of this clause shall apply whether the disrupting cause is total or partial in its effect upon the ability of the agency to perform.

**Note:** -The cause of force majeure condition will be taken into consideration only if the agency within 15 days from the occurrence of such delay notifies. The MPSCSC shall verify the facts and grant such extension as the facts justify. For extension of delivery period on account of force majeure conditions, the agency shall submit his representation with documentary evidence for scrutiny and decision of the MPSCSC and the same shall be binding on the agency.

### **5.23 Limitation of liability**

The maximum aggregate liability of Successful Bidder shall not exceed the Annual contract value.

### **5.24 Prime Responsibilities of MPSCSC**

1. MPSCSC will send written requisition to the successful bidder clarify mentioning the requirement .
2. Monthly attendance of the manpower engaged will be sent to the successful bidder by MPSCSC.
3. MPSCSC will pay the amount after verifying bills submitted by the successful bidder.
4. In case any manpower is found to be working against its interests, MPSCSC will inform in written to the successful bidder.

## **Annexure A – Company Credentials**

Provide following documents under this Annexure with given serial numbers. No format is provided for this section as these documents follow Standard formats

A.1 - Copy of Registration Certificate of the Firm or Certificate of incorporation,

A.2 - PAN,

A.3 - IT Returns for Three (03) consecutive financial years for which Chartered Accountant's provided the Turnover certificate (Annexure-B) should be submitted with this bid

A.4 - GST Registration Copy / Service Tax Registration certificate,

A.5 - No defaulter declaration for GST & EPF Filing.

A.6 - EPF Registration Certificate

A.7 - ESI Registration Certificate

## Annexure B – Turnover Certificate

CA Certificate showing Average Annual Turnover only for Manpower outsourcing Services, with UDIN, date of issuance, Seal & Sign of CA for any 3 consecutive FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22 [kindly refer Eligibility Criteria No 4.2 (B)].

### On Letterhead of Chartered Accountant

<b>LETTER HEAD OF CA</b>  containing  <b>CA &amp; CA FIRM NAME, ADDRESS, CONTACT NUMBER &amp; EMAIL</b>			
<b><u>TO WHOM SO EVER IT MAY CONCERN</u></b>			
<p>As per the books of accounts and other relevant document of (NAME OF COMPANY) ...          ..... having its registered office (REGISTERED COMPANY ADDRESS)          ....., I ( NAME OF CHARTERED ACCOUNTANT)          ..... Chartered accountant membership number (XXXXX) hereby          certify that the gross turnover &amp; net worth of company in manpower outsourcing business          for managing similar type of resources as desired for following three (03) financial years          are as under:-</p>			
<b>Financial Year</b>	<b>Turnover during the financial year from Manpower outsourcing business</b>	<b>Turnover during the financial year from all business</b>	<b>Net Worth</b>
<b>Yearly Turnover Average</b>			
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>             Place -               Date -               UDIN -           </div> <div>             CA Seal &amp; signature               Membership Number-               Firm Registration Number-           </div> </div>			

## **Annexure C – Work Orders issued by Govt Agencies**

Bidder has to enclose only CA Certificate as given format. Copy of WO in mentioned sequence in CA certificate must also be enclosed for reference .

### On Letterhead of Chartered Accountant

CA & CA FIRM NAME, ADDRESS, CONATCT NUMBER & EMAIL

**TO WHOM SO EVER IT MAY CONCERN**

As per the books of accounts and other relevant document of (NAME OF COMPANY) ...  
 ..... having its registered office (REGISTERED COMPANY ADDRESS)  
 \_....., I ( NAME OF CHARTERED ACCOUNTANT)  
 ..... Chartered accountant membership number (XXXXXX) hereby  
 certify that company received the following work orders under Manpower outsourcing  
 Services from Central/ State Government/ Government Corporation/ PSU mentioned as  
 under:-

SN	Financial Year	WO Number & Date	Name of Government Client	Cost of Assignment (INR)	Assignment Period	Number of Manpower Deployed
1						
2						
3						
4						

Place -

CA Seal & signature

Date -

Membership Number-

UDIN

Firm Registration Number-

## Annexure D – Manpower Supply Capability

Bidder has to enclose only CA Certificate as given format

### On Letterhead of Chartered Accountant

LETTER HEAD OF CA

containing

CA & CA FIRM NAME, ADDRESS, CONTACT NUMBER & EMAIL

### **TO WHOM SO EVER IT MAY CONCERN**

As per the books of accounts and other relevant document of (NAME OF COMPANY) ...  
 ..... having its registered office (REGISTERED COMPANY ADDRESS)  
 ....., I ( NAME OF CHARTERED ACCOUNTANT)  
 ..... Chartered accountant membership number (XXXXXX) hereby  
 certify that company supplied the following number of manpower to Government client  
 (Any state or central) in India or PSU (Any state or central) on month to month basis,  
 which contributed in gross turnover of company are mentioned as under:-

SN	Month -Year	Number of Manpower Deployed
1		
2		
3		
4		
.		
.		
.		
.		
36		
	<b>AVERAGE</b>	

Place -

CA Seal & signature

Date -

Membership Number-

UDIN

Firm Registration Number-



## Annexure E – Affidavit for not being Blacklisted

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Undertaking for not being Blacklisted by any Government Entity

**Reference:** RFP for Selection of Manpower Outsourcing Agency (Tender No: \_\_\_\_\_)

Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

In response to the above mentioned tender, I/We, \_\_\_\_\_, as \_\_\_\_\_  
<Designation>\_\_\_\_\_ of M/s\_\_\_\_\_, hereby declare that our Firm \_\_\_\_\_is  
having unblemished past record and is not declared blacklisted or ineligible to participate for  
bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory  
performance, breach of general or specific instructions, corrupt / fraudulent or any other  
unethical business practices in last 3 years from today.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

## Annexure F – Self-declaration for being non-Insolvent

### on the bidder's Letterhead

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Undertaking for being non-insolvent

**Reference:** RFP for Selection of Manpower Outsourcing Agency (Tender No: \_\_\_\_\_  
Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

In response to the above-mentioned tender, I/We, \_\_\_\_\_, as \_\_\_\_\_  
<Designation>\_\_\_\_\_ of M/s\_\_\_\_\_, hereby declare that our Firm \_\_\_\_\_is  
having unblemished past record and there was not any incidence in past of initiation of  
bankruptcy or winding proceedings or any legal action for violation of any government  
rules/regulations against us.

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

## Annexure G – Statement of No Deviation from RFP Requirements

### on the bidder's Letterhead

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Undertaking of No deviation from tender terms and conditions

**Reference:** RFP for Selection of Manpower Outsourcing Agency (Tender No: \_\_\_\_\_)

Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

I would like to state that the proposal submitted by <<< bidder>>> for <RFP name & Number >>> ....., We confirm that we abide all the Terms and Conditions of this RFP and ensure no deviation from such Terms and Conditions for this engagement. Also, we confirm to ensure that all the mandatory compliance of each statutory liabilities and other terms & conditions as specified in this RFP document will be fulfilled by the company.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

## **Annexure H – Template for Pre-bid Conference Queries / Clarifications**

RFP Name -

RFP Number-

Date:

Name of the Bidder:

Address:

Telephone Nos:

Mobile No:

Email ID:

<b>Sl No:</b>	<b>Section No / Clause No</b>	<b>Page No</b>	<b>Clause of RFP</b>	<b>Particulars of the query / clarification</b>
1				
2				
3				
4				

Authorized Signatory

Designation

(If the queries / clarifications are submitted through e-mail, the bidder should send the queries / clarifications through official e-mail IDs only.)

## Annexure I – Covering letter for proposal submission

### on the bidder's Letterhead

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Submission of Proposal

**Reference:** RFP for Selection of Manpower Outsourcing Agency (Tender No: \_\_\_\_\_)

Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work on given scope of work, as required and outlined in the Tender. We attach hereto our responses to your requirements. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPSCSC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process. *We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.* We agree for unconditional acceptance of all the terms and conditions set out in the tender document. We hereby confirm that:

- i. We would like to participate in the tender process.
- ii. We have deposited Earnest Money of **Rs xxxxxxxx (Rs XXXXXX)** only) in prescribed form.
- iii. In case we are chosen as a Successful bidder, we agree to submit the performance security of desired amount.
- iv. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- v. We have sufficient qualified manpower and necessary infrastructure with support to execute the contract efficiently in the specified time schedule.
- vi. We further confirm that all chapters of the tender documents have been read, understood and there is no deviation/discrepancy.
- vii. We agree that you are not bound to accept any tender response you receive. We also agree that you reserve the right in absolute sense to reject all or any of the bidders in the tender response. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.
- viii. We confirm that details given in our proposal are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

### Annexure J – Firm's/Company's Information

SN	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Bidder Business Domain for services	
3	Regional official address (in Madhya Pradesh)	
4	Phone No. and Fax No.	
5	Registered Headquarters Address	
6	Phone No. and Fax No.	
7	Web Site Address	
8	Details of Firm's Registration	
9	Name of Registration Authority	
10	Registration Number and Year of Registration	
11	EFP registration No.	
11	ESI registration No.	
12	Goods and Service Tax Registration No.	
13	Permanent Account Number (PAN)	

Yours Faithfully  
 [Authorized Signatory]  
 [Designation]  
 [Place] [Date and Time]  
 [Seal and Signature] [Business Address]

### Annexure K – Firm's/Company's Authorized Representative Details

SN	Details	Authorized Signatory	Secondary Contact
1	Name		
2	Title /designation		
3	Company Address		
4	Phone		
5	Mobile		
6	Fax		
7	E-mail		

**Enclosure** – Company's Letter / power of attorney or any other legal document to ensure the nominated person as authorized signatory is legally valid and acceptable to company.

Yours Faithfully  
 [Authorized Signatory]  
 [Designation]  
 [Place] [Date and Time]  
 [Seal and Signature] [Business Address]

## Annexure L – Checklist for Eligibility/Qualification criteria compliance

SN	Eligibility/Qualification criteria	Documents required to be submitted	Compliance (Yes/No)
A	<b><u>Credentials:</u></b> Company should be registered under the Companies Act 1956 / Companies Act 2013 as Manpower Outsourcing Agency services and in operation for a period of at least 5 (Five) years as on the date of submission of this bid.  <b>Consortiums/ Joint Ventures are not allowed.</b>	All mentioned documents must be the part of Annexure - A	
		A.1 - Copy of Registration Certificate of the Firm or Certificate of Incorporation	
		A.2 - PAN	
		A.3 - IT Returns for Five (05) consecutive financial years for which Chartered Accountant's provided the Turnover certificate (Annexure-B) should be submitted with this bid.	
		A.4 - GST Registration Copy / Service Tax Registration certificate	
		A.5 - No defaulter declaration for GST and EPF Filing.	
		A.6 - EPF Registration Certificate	
		A.7 - ESI Registration Certificate	
B	<b>Turnover &amp; Net worth:</b> The firm should have Minimum average annual turnover of Rs. 8 crores (Rupees Eight Crores) in manpower outsourcing business only in any 3 consecutive FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22  <b>Net worth should be positive</b>	The bidder should submit the Chartered Accountant certificate specifically on the average annual turnover & net worth for manpower outsourcing business for supplying resources  <b>(Submit in format as provided in Annexure-B)</b> Annexure-B necessarily required with Annexure-T along with it in bid document.	
C	<b>Work Experience</b> The Bidder should have experience of managing at least three projects of manpower supply of similar nature (refer section 3.1) with Total 300 Manpower or above (with deployment period at least for one year) for any Central / State Government / Government Corporation / PSU in any Three (03) years as on the date of submission of this bid.	The bidder should submit the Chartered Accountant certificate for workorders issued by any Central/ State Government/ Government Corporation/ PSU with Minimum 300 Manpower or above supply at least for one year duration.  <b>(Submit in format as provided in Annexure-C)</b>	
D	<b>Manpower Supply Capability</b> The Bidder should have experience of providing Manpower Supply services for at least 100 employees (on a monthly average to Government clients (Any state or central) in India or PSU (Any state or central) in last Three (03) years as on the date of submission of this bid	The bidder should submit the Chartered Accountant certificate (CA) mentioning month-wise number of employees for whom Manpower services were provided in last 3 years. This should also clearly mention monthly TRRN number (EPF) <b>(Submit in format as provided in Annexure-D)</b>	

SN	Eligibility/Qualification criteria	Documents required to be submitted	Compliance (Yes/No)
E	<b>Undertaking – NOT Blacklisted</b> The bidder should not be blacklisted by any State Government, Government of India or any of its agencies in last Three (03) years as on the date of submission of this bid	A notarized affidavit on Rs 500 Stamp paper by organization  <b>(Submit in format as provided in Annexure-E)</b>	
F	<b>Undertaking – Non-Insolvent</b> There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder.	An undertaking to this effect should be submitted by the bidder on its letter head.  <b>(Submit in format as provided in Annexure-F)</b>	
G	<b>Undertaking - No Deviation:</b> No Deviations from terms and conditions as mentioned in RFP document and mandatory compliance of all statutory liabilities and other terms and conditions as specified in this RFP document.	Undertaking on company's letter head for No Deviations from terms and conditions and mandatory compliance of all statutory liabilities and other terms and conditions as specified in this RFP document. <b>(Submit in format as provided in Annexure-G)</b>	
H	<b>Undertaking - Local support office:</b> The Bidder should have a local support office at Bhopal and should provide the supporting documents for the same. If the Bidder does not have any local support office at the time of Bidding, then the bidder must submit an undertaking on his letter head that the bidder shall open a local support office at Bhopal within one month from the date of award of contract, if selected.	Declaration of office availability in Bhopal on company's letter head or Undertaking on company's letter head that the bidder shall open a local support office at Bhopal within one month from the date of award of contract, if selected.	



## Annexure M – Financial Bid

**Name of the company:**

### **Bidder's Service Charge (%)**

<b>In Figures (Should not be less than 1.0%)</b>	<b>In Words (Should not be less than One percent)</b>

**Note:**

1. Proposal less than Service Charge of 1% shall be rejected
2. Service charge shall be quoted taking into account of all overhead expenses to be borne by the bidder.
3. The service charges shall be computed on applicable gross bill of the manpower cost.
4. GST would be paid to successful bidder at the prevailing rates.
5. Any other Tax, Insurance & liabilities will not be paid by department. Bidder has to incorporate them in Service charges only.

PLACE:

SIGNATURE OF TENDERER

DATE

NAME IN FULL

DESIGNATION/ STATUS IN THE FIRM

COMPANY SEAL

## **Annexure N –Form of Performance Security (Bank Guarantee)**

[ The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Client]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_ [insert name of Consulting firm , which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [Insert reference number of the contract] dated [insert date] with the Beneficiary, for the Consultancy Services contract of \_ [insert name of contract and brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures]() [insert amount in words]<sup>1</sup>, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate mpanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., <sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded. \_\_\_\_\_[signature(s)]

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<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The agency should note that in the event of an extension of this date for completion of the Contract, the Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the agency might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Name of the Signatory

Designation

Employee No

IFSC Code

Contact No

Address of the bank

E-Mail

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

## Annexure O – Draft Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the .....of the month of ....., 2019, between, on the one hand, -----(hereinafter called the “Client”) and, on the other hand, [name of Agency] (hereinafter called the “Agency”).

### WHEREAS

- (a) The Client has requested the Agency to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) The Agency, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) Negotiation Meeting records /other formal communication and clarification of bidders
- b) Pre-Bid Responses
- c) RFP documents
- d) Bidders Proposal

In the event of any inconsistency between the documents, the following order of precedence shall prevail as mentioned at Clause 1 above.

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

- (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Agency in accordance with the provisions of the Contract.

3. Contract Value: Service charges -----% of the Manpower cost

4. Effective Date of Contract: As per the Notice to Proceed/letter, issued by the MPSCSC, duly submitting the Performance Guarantee and on entering of the Contract Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written. For and on behalf Madhya Pradesh State Civil Supplies Corporation.

[Authorized Representative of the Client – name, title and signature]

For and on behalf of [Name of Agency]

[Authorized Representative of the Agency – name and signature]

## Annexure P – Project Approach Document Format

Bidder has to submit the Project Approach Document in following manner.

Chapter 1	About the company
Chapter 2	Work experience of Company& clientele
Chapter 3	Approach & Methodology for this project
Chapter 4	SLA compliance
Chapter 5	Communication and escalation Plan
Chapter 6	Risk Management
Chapter 7	Learning from previous Manpower deployment projects and Best Practices

## Annexure Q – Bank Details for Direct Credit Facility

Name of Company/ Firm	
Income Tax Permanent Account Number (PAN)	
Bank Account No. In Which payments is to be transferred.	
IFSC code of the Bank Branch	
Name of Bank	
Name and title of the Account	
Name and address of the Bank Branch	
ECS Code as detailed in Cheque Book.	
SWIFT code of Bank Branch	
IBAN code of Bank Branch	

## Annexure R – Bid Security Declaration

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

### Reference:

(1) NIT No. .... dated..... and Corrigendum issued on \_\_\_\_\_ by department.

(2) Our Bid No. \_\_\_\_\_ dated. \_\_\_\_\_

We, .....<company name>..... irrevocably declare as under:

I/We understand that, as per Corrigendum issued on ..... regarding EMD/Bid Security exemption, we hereby submitting the **valid ..... Certificate issued by..... agency, dated .....and valid till .....for exemption in EMD & Bid Security Declaration** In lieu of EMD.

I/We hereby accept that I/We may be disqualified /blacklisted from bidding in current bid and future bids with department including other penalty actions as if,

1. I am /We are not able to produce required valid documents to qualify the exemption clause of EMD.
2. I am /We are in a breach of any of the obligations under the bid conditions,
3. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
4. On acceptance of our bid by department, I/we failed to deposit the prescribed Performance Bank Guarantee or fail to execute the agreement or fail to commence the execution of the scope of work in accordance with the terms and conditions within the specified time.

Signature: Authorized person who sign the bid

Name :

Designation:

for and on behalf of: \_\_\_\_\_ (complete name of company)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

**Annexure S –Remuneration rate of each category of resources**

<b>Sr</b>	<b>Type of Resource</b>	<b>Honorarium offered in Rs</b>
1	Data Entry Operator / Junior Assistant	High Skilled Labour rate fixed by Labour Commissioner (as per educational qualification)
2	Accountants	18000-12000
3	Chartered Accountants / ICWA	45000-60000
4	Quality Controller	40000
5	DGM Level Retired Personals from MPSCSC	60000
6	AGM Level Retired Personals from MPSCSC	50000
7	Manager (Finance)	35000
8	AGM (Business)	50000
9	Manager (Business)	35000
10	Sr Assistant	25000
11	Peon	Un skilled Labour rate fixed by Labour Commissioner

## Annexure T – Details of Billing to Manpower Outsourcing Business only

**FY.....**

<b>SN</b>	<b>Bill number &amp; Date</b>	<b>Client details on bills</b>	<b>Billing amount</b>	<b>WO Number &amp; Date (Against which billing has been done)</b>	<b>Project value in WO (INR)</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place] [Date and Time]

[Seal and Signature] [Business Address]

### **Instructions for Annexure-T**

- i. Bidder must submit this annexure as per given format for each financial year as mentioned in annexure-B separately.
- ii. Each year sheet must contain the billing details of Manpower outsourcing business only in that financial year. There is no segregation for skilled and unskilled manpower and hence bidder must submit billing details related to all type of Manpower outsourcing businesses.
- iii. Each year sheet must also mention the workorder received for Manpower outsourcing business only against each billing entry.
- iv. Each year sheet must be supported with copy of mentioned bills, WOs against each bill as per mentioned sequence.



**Annexure U – Affidavit for not being GST & EPF Filing Defaulter**

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Reference:** RFP for Selection of Manpower Outsourcing Agency (Tender No: \_\_\_\_\_)

Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

In response to the above-mentioned tender, I/We, \_\_\_\_\_, as \_\_\_\_\_  
<Designation>\_\_\_\_\_ of M/s\_\_\_\_\_, hereby declare that our Firm \_\_\_\_\_ has  
never been defaulter in Filing GST returns & EPF Filing.

We fully understand and agree that on verification, if this information found to be misleading  
/ non-factual then we are liable to be dismissed from the selection process or termination of  
the contract during the project.

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]

**Annexure V – Self-declaration for complying all statutory provisions**

**on the bidder's Letterhead**

To  
Managing Director,  
Madhya Pradesh State Civil Supplies Corporation  
Block A, 3<sup>rd</sup> Floor, Paryavaas Bhawan,  
Bhopal – 462004, Madhya Pradesh

**Subject:** Undertaking for Complying all statutory provisions.

**Reference:** RFP for Selection of Manpower Outsourcing Agency (Tender No: \_\_\_\_\_  
Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir

In response to the above-mentioned tender, I/We, \_\_\_\_\_, as \_\_\_\_\_  
<Designation>\_\_\_\_\_ of M/s\_\_\_\_\_, hereby declare that our Firm  
\_\_\_\_\_comply with all necessary statutory provisions as per law. We also declare that  
in case of any discrepancy of non complying any legal provisions we will be solely  
responsible.

Thanking you,

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place] [Date and Time]  
[Seal and Signature] [Business Address]