



**REQUEST FOR PROPOSAL FOR HIRING
OF A SERVICE PROVIDER FOR
MANPOWER OUTSOURCING SERVICES
FOR VARIOUS OFFICE TASKS IN
REGIONAL CENTRE FOR URBAN &
ENVIRONMENTAL STUDIES (RCUES),
LUCKNOW**

**Notification no.: URC/472/24/2026-27
Date: 27.07.2026**

**REGIONAL CENTRE FOR URBAN AND ENVIRONMENTAL
STUDIES (RCUES), LUCKNOW**

**Adjacent Registrar's Office, Lucknow University Campus, Lucknow-226007,
Uttar Pradesh Ph- 0522-2740165 (Telefax), 2740108,
rcueslucknow@gmail.com, www.rcueslucknow.org**

DEFINITIONS AND GLOSSARY

Nodal Authority	Regional Centre For Urban And Environmental Studies (RCUES), Lucknow
Bidders	Eligible parties submitting bids for this RFP
Selected Bidder	Bidder selected to provide the services under the scope of this RFP
Agreement	Contract signed between the Selected Bidder and Nodal Authority
Effective Date	Date of signing of Agreement between Selected Bidder and Nodal Authority
TOR	Terms of Reference
LOA	Letter of Award presented to the Selected Bidder by the Nodal Authority
Project	Services to be provided by the Selected Bidder under the Agreement
Service Provider	Party selected for providing its services as defined within the scope of this RFP
Resources	Manpower proposed by the Selected Bidder to provide services defined in the scope of this RFP
Team	Resources deployed by the Selected Bidder as defined in the scope of this RFP
Review Committee	Oversight committee to be constituted by the Nodal Authority to review the functioning and deliverables of the Selected Bidder. This Committee shall be constituted before the agreement after the selection of the successful bidder.
Bid	Bid shall comprise of all required documents for Technical Bid and Financial Bid uploaded by the Bidder on the E-Tender portal.
e-procurement portal	Portal provided for submission of Bids (https://eprocure.gov.in/)

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Notice Inviting Tender

Bid Notice for

Hiring of a Service Provider for Manpower Outsourcing Services for Various Office Tasks in the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow

Date: 27/07/2026

Online Bids are invited for **Hiring of a Service Provider for Manpower Outsourcing Services for Various Office Tasks in the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow (BID NO: URC/472/24/2026-27).**

The Bids shall be opened by Regional Centre for Urban and Environmental Studies (RCUES), Lucknow online through **Zoom App on 25.08.2026 at 15:00 Hours**. The details of submission of Bids are available in the RFP document uploaded on the procurement portal <https://eprocure.gov.in/>. Regional Centre for Urban and Environmental Studies (RCUES), Lucknow reserves the right to cancel any or all the Bids or annul the bidding process without assigning any reason thereof.

Regional Centre for Urban and Environmental Studies (RCUES) Lucknow

Adjacent Registrar's Office, Lucknow University Campus,

Lucknow- 226007, Uttar Pradesh

Ph-0522-2740165(Telefax)

Email: rcueslucknow@gmail.com

Website: www.rcueslucknow.org

Disclaimer

The information contained in this Request for Proposal document (“hereinafter referred to as the RFP”) or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Nodal Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Nodal Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the submission of bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nodal Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Nodal Authority, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nodal Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Nodal Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or

information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Nodal Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Nodal Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Nodal Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and the Nodal Authority reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Nodal Authority or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the Nodal Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the selection process.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder set forth in the Agreement or the Nodal Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the bid documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Nodal Authority.

BID Data Sheet

S. No.	Description	Schedule
1	Date of Issue of RFP	03.08.2026
2	Last date and time for receiving pre- bid queries	12.08.2026 by 17:00 hrs
3	Date and time of Pre-bid Conference	17.08.2026 at 15:00 hrs Online Meeting through Zoom App. ID: - 896 4779 7001 Password: - 123456
4	Publishing of responses to Pre- bid queries	To be uploaded in https://eprocure.gov.in/
5	Bid due date and time	31.08.2026 by 17:00 Hrs Online submission through https://eprocure.gov.in/
6	Date and time of opening of Technical Bid	02.09.2026 at 15:00 hrs Online through Zoom App. ID: - 840 9451 0102 Password: - 123456
7	Date and time of Technical Presentation	To be Communicated through E-Mail
8	Date and time of opening of Financial Bid of qualified bidders	To be Communicated through E-Mail
9	Estimated Bid Value	Rs 95,89,080/- Lakhs approximately excluding EPF, taxes and charges (for 1 year of contract)
10	Bid Processing fee	Rs.5900/- (nonrefundable) Name of the Bank: Axis Bank Limited, Aliganj Branch, Lucknow Account Name: Regional Centre for Urban & Environmental Studies, Lucknow Account No: 914010033522336 IFS Code: UTIB0001692
11	Bid Security (EMD)	1% of the total contract value which will be in the form of a bank guarantee from any nationalized bank in favour of Regional Centre for Urban and Environmental Studies (RCUES), Lucknow (No Exemption for MSME / NGO / Start-up) Name of the Bank: Axis Bank Limited, Aliganj Branch, Lucknow

S. No.	Description	Schedule
		Account Name: Regional Centre for Urban & Environmental Studies, Lucknow Account No: 914010033522336 IFS Code: UTIB0001692
12	Performance Security	5% of the Contract Value which will be in the form of a bank guarantee from any nationalized bank in favour of Regional Centre for Urban and Environmental Studies (RCUES), Lucknow (No Exemption for MSME / NGO / Start- up)
13	Address for Communication	Regional Centre for Urban and Environmental Studies (RCUES) Lucknow Adjacent Registrar's Office, Lucknow University Campus, Lucknow- 226007, Uttar Pradesh Ph-0522-2740165(Telefax) Email: rcueslucknow@gmail.com Website: www.rcueslucknow.org
14	Validity of Bids	180 days from the Bid due date and time

1. Introduction

1.1. Background

This Terms of Reference is for "**Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban & Environmental Studies, Lucknow**" under from experienced Firms/Organizations/Agencies excluding those firms who have been declared as non-performing or blacklisted/ debarred for specified period or against whom such action is under process by Central/State Government or it's Undertakings.

The contract is proposed for 01 year. However, the same may be further extended on revised rate of maximum 05-10% increase in Contract Value for a defined period thereof on same terms & conditions on mutually agreed basis, based on performance of the Service Provider in respect of manpower provided and after the approval of competent authority.

S. N	Designation	Post	Fixed Honorarium per month (Basic +	Fixed Honorarium per year
1.	Computer Specialist	1	44,940	5,39,280
2.	Project Assistant	1	42,800	5,13,600
3.	Assistant Engineer	1	35,310	4,23,720

4.	Research & Documentation Expert	1	32,100	3,85,200
5.	Office Assistant -1	1	35,310	4,23,720
6.	Office Assistant -2	1	24,610	2,95,320
7.	Account Assistant	1	22,000	2,64,000
8	Typist -1	1	26,750	3,21,000
9.	Typist -2	1	24,610	2,95,320
10.	Assistant Clerk	1	22,470	2,69,640
11.	Driver	1	31,030	3,72,360
12	Multi-Tasking Staff/ Office Peon	5	24,610	14,76,600
13.	Multi-Tasking Staff/ Office Peon	13	22,470	35,05,320
14.	Multi-Tasking Staff/ Office Peon	2	21,000	5,04,000
	Total	31	4,10,010	95,89,080

1.2. Brief description of the Bidding Process

1.2.1 Regional Centre for Urban and Environmental Studies (RCUES), Lucknow invites Bids from interested bidders for "Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks in RCUES Lucknow in accordance with the **Terms of Reference and scope of work detailed in Schedule I.**

1.2.2 The Nodal Authority has decided to follow a bidding process for selection of the Agency. A Bidder shall be selected based on '**Least Cost based Selection (LCS)**' process as set out in this document. All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the minimum eligibility criteria as part of the "Technical Bid" and quote the **Service Charge** as part of the "Financial Bid". Those Bidders who meet the minimum eligibility criteria defined under Clause 2.4, whose Bids are found to be responsive as defined in Section 3 'Preparation and Submission of e-Bid' and who score a minimum of 75 marks in technical evaluation, based on the scoring criteria defined in Clause 5.1, shall be shortlisted and only their Financial Bids shall be opened for evaluation. The Financial Bids of the Bidders not qualifying the threshold criteria or not found to be responsive shall not be opened.

1.2.3 The bidder with the lowest cost shall be invited for awarding of contract by the Nodal Authority as per the terms of this RFP.

1.2.4 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid due date. Bidders are required to furnish all the information specified in this RFP.

1.2.5 The RFP document is available on the eProcurement Portal <https://eprocure.gov.in/>

1.3. Schedule of bidding process

S. No.	Description	Schedule
1	Date of Issue of RFP	03.08.2026
2	Last date and time for receiving pre-bid queries	12.08.2026 by 17:00 hrs
3	Date and time of Pre-bid Conference	17.08.2026 at 15:00 hrs Online Meeting through Zoom App. ID: - 896 4779 7001 Password: - 123456
4	Publishing of responses to Pre- bid queries	To be uploaded in https://eprocure.gov.in/
5	Bid due date and time	31.08.2026 by 17:00 Hrs Online submission through https://eprocure.gov.in/
6	Date and time of opening of Technical Bid	02.09.2026 at 15:00 hrs Online through Zoom App. ID: - 840 9451 0102 Password: - 123456
7	Date and time of Technical Presentation	To be Communicated through E-Mail
8	Date and time of opening of Financial Bid of qualified bidders	To be Communicated through E-Mail
9	Issue of Letter of Award (LOA)	Within 07 days of opening of Financial Bid
10	Signing of Agreement	Within 07 Days of LOA
11	Validity of Bids	180 (One Hundred Eighty) days from the Bid due date and time

The Nodal Authority/RCUES would endeavour to adhere to the schedule. However, the Nodal Authority may, in its own discretion, revise or extend any of the timelines set out in this schedule.

1.4. Pre-Bid visit

Prospective bidders may visit Nodal Authority/RCUES to review the available documents and data in office time prior to the Bid due date and time.

1.5. Pre-bid conference

1.5.1 A Pre-bid conference of the interested parties shall be convened at the following designated date, time and place:

Date & time: 17.08.2026 at 15:00 hrs

Online Meeting through Zoom App.

ID: - 896 4779 7001

Password: - 123456

During the pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Nodal Authority. The Nodal Authority/RCUES shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. The Bidder is advised to procure and study the RFP document completely, undertake site visits and submit the queries in writing or by fax or by email to the Nodal Authority/RCUES.

The queries should be sent to the Nodal Authority/RCUES at least 01 (one) business day before the scheduled Pre-bid conference in writing or via email. All emails can be addressed to following E-mail ID: **tender.rcueslko@gmail.com**

The Nodal Authority/RCUES shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the Bid due date. The Nodal Authority/RCUES will post the reply to all such queries on the E-Tender portal only.

- 1.5.2 The Nodal Authority/RCUES reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 1.5.2 shall be construed as obliging the Nodal Authority to respond to any question or to provide any clarification.

2. Instructions to Bidders

2.1 General terms of Bidding

- 2.1.1 All Bidders are required to submit their Bids in accordance with the terms set forth in this RFP and as per the customized terms & conditions of E-Tender portal. **In case of any discrepancy or ambiguity between terms & conditions of this RFP document and E-Tender portal, terms & conditions of this RFP document will prevail over E-Tender portal.** The Bidder must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his financial bid. The Bidder shall be bound by all terms, conditions and specifications as detailed in this RFP document. The Bidders who are confident of executing the contract in time by employing the required resources, manpower and materials need only participate in this Bid.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect.
- 2.1.3 Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.
- 2.1.4 The Nodal Authority/RCUES reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

2.2 Scope of Work

- 2.2.1 The broad scope of work shall include:

Providing various categories of quality manpower for various task at the RCUES Lucknow as given below. The detailed lists of resource manpower, their eligibility criteria along with key roles & responsibilities of each resource manpower have been defined in Schedule 1 – Terms of Reference.

S. N	Designation	Post	Fixed Honorarium per month (Basic + Others)	Fixed Honorarium per year
1.	Computer Specialist	1	44,940	5,39,280
2.	Project Assistant	1	42,800	5,13,600
3.	Assistant Engineer	1	35,310	4,23,720
4.	Research & Documentation Expert	1	32,100	3,85,200
5.	Office Assistant -1	1	35,310	4,23,720
6.	Office Assistant -2	1	24,610	2,95,320
7.	Account Assistant	1	22,000	2,64,000
8.	Typist -1	1	26,750	3,21,000
9.	Typist -2	1	24,610	2,95,320
10.	Assistant Clerk	1	22,470	2,69,640
11.	Driver	1	31,030	3,72,360
12.	Multi-Tasking Staff/ Office Peon -1	5	24,610	14,76,600
13.	Multi-Tasking Staff/ Office Peon-2	13	22,470	35,05,320
14.	Multi-Tasking Staff/ Office Peon-3	2	21,000	5,04,000
	Total	31	4,10,010	95,89,080

Please note that while all information and data provided in this document are, to the best of our knowledge, accurate within the limited scope of the proposed contract, the undersigned holds no responsibility for accuracy of such information, and it is the responsibility of the Bidder concerned to check the authenticity of data provided in this document.

For each resource manpower has been defined in Schedule 1 – Terms of Reference.

2.3 Assignment team

2.3.1 The team proposed under this assignment shall be branched as onsite. A total of 31 resource manpower will be deployed for this assignment. The team shall discharge their responsibilities as described in Schedule 1 – Terms of Reference. **The bidder shall consider Go. I/295497/2023/shatis-5-2023-36-5010(099)/3/2020-5 dated 29/03/2023 regarding Retained Employees.** The RCUES, Lucknow may add or remove the resources based on the requirements and the bidder should be able to provide additional resources as per the client requirements on the discovered prices in reasonable time period.

2.4 Eligibility Criteria

2.4.1 Interested bidders must carefully read the minimum criteria of eligibility provided herein. Bids of only those bidders who satisfy the eligibility criteria will be considered for evaluation. To be eligible for evaluation of its Bid, the bidder shall fulfil the following:

S.No.	Eligibility Criteria
1.	The Bidder shall be a private company, firm, LLP incorporated in India under the (Indian) Companies Act 1956 / 2013 or a company formed under any other law for the time being in force. The bidder should be registered for more than 5 years and have experience in similar projects of providing resource manpower. The Bidder shall be required to submit a true copy of its Incorporation Certificate. The Bid shall contain the name, address of residence and place of business of Bidder and shall be signed by the Bidder with his usual signature. Partnership firms shall furnish full names and addresses. In case of the authorized representative signs, "Power of Attorney" duly attested by public notary must be submitted. In case of the partnership firm, Self-Attested true copy of the partnership deed must be submitted along with the Bid. Similarly in case of company the Self Attested copy of Memorandum and of Article of Association must be submitted along with the Bid.
2.	The Bidder must have a valid GSTN certificate with G.S.T. Receipt of last year till March'2026. The Bidder must also provide PAN, EPF, ESI registration.
3.	Bidder must have the following ISO Certifications- ISO 9001, ISO 37500, ISO 27001 and CMMI Level 3, POSH Compliance Certification
4.	Average annual turnover for the last 3 Financial Years (i.e 2022-23, 2023-24 & 2024-25) should be minimum Rs. 5 Cr.
5.	The Bidder should have positive net worth certificate for the last 3 Financial Years (i.e., 2022-23, 2023-24 & 2024-25).
6.	The bidder should have executed at least 1 number of project with contract value not less than 80% of the Bid Value (excluding all taxes & charges) for each contract of providing manpower services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity in the last 3 Financial Years. or The bidder should have executed at least 2 numbers of project each with contract value not less than 50% of the Bid Value (excluding all taxes & charges) for each contract of providing manpower services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity in the last 3 Financial Years. or

S.No.	Eligibility Criteria
	The bidder should have executed at least 3 numbers of project each with contract value not less than 40% of the Bid Value (excluding all taxes & charges) for each contract of providing manpower services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity in the last 3 Financial Years
7.	The bidder should have executed at least 1 number of project with minimum supply of 25 number of technical professionals (e.g. Computer Specialist, Assistant Engineer, Project Assistant etc. with relevant experience of providing manpower services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity in the last 3 Financial Years. Experience of providing manpower such as Security Guards, MTS or similar category of positions will not be considered. or The bidder should have executed at least 2 number of projects with minimum supply of 15 number of technical professionals (e.g. Computer Specialist, Assistant Engineer, Project Assistant etc. with relevant experience of providing manpower services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity in the last 3 Financial Years. Experience of providing manpower such as Security Guards, MTS or similar category of positions will not be considered. or The bidder should have executed at least 3 number of projects with minimum supply of 10 number of technical professionals (e.g. Computer Specialist, Engineer, Project Assistant etc. with relevant experience of providing manpower services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity in the last 3 Financial Years. Experience of providing manpower such as Security Guards, MTS or similar category of positions will not be considered.
8.	Profit and Loss statement indicating profit making firm/ company/organization for the preceding last 3 financial years before release of this RFP. (In case audited statement not available for FY 2025-26 bidder may submit for FY 2024-2025)
9.	The bidder should not be blacklisted/ debarred under any contract by any Government/ / any Urban Local Body of the Country / Corporation Company till the last date of bid submission as per Appendix I – Form 9
10.	JV/Consortium shall not be not allowed.
11.	Bidder shall submit documentary proof such as work orders/ agreement with clients to prove their eligibility and experience as elaborated elsewhere in this Bid Document.
12.	The firm should have Live Web Online Human Resource/Payroll Management System Software (accessible to both the employees and employer) to enable the Department to verify the details of the payments, attendance of the employees regularly. The firms will be required to enclose the proof of having this software application.

2.4.2 In addition to the above eligibility criteria, following conditions shall also apply for qualification of bidders:

- a) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) as defined in clause 2.5 that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- b) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Nodal Authority or Payment Authority in relation to the selected bidder is engaged by the Bidder in any manner for matters related to or incidental to the selected bidder. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past, but its assignment expired or was terminated 4 (four) months prior to the date of issue of this RFP.
- c) Also, the bidder should not have been convicted/charge-sheeted for any criminal offence. Any Entity which has been convicted for any criminal offence shall not be eligible to submit the bid.
- d) Notwithstanding anything to the contrary contained herein, in the event that the Bid due date falls within three months of the closing of the latest financial year of a Bidder, it shall provide provisional information and certification corresponding for such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 2 (two) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of this bid hereunder, mean the accounting year followed by the Bidder during its normal business.

2.5 *Conflict of Interest*

2.5.1 A bidder shall not have a conflict of interest that may affect the selection process, or the discharge of responsibilities as defined in Schedule 1. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such bidder’s proposal, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.

2.5.2 The Nodal Authority requires that the selected bidder provides professional, objective, and impartial advice and always holds the Nodal Authority’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The selected bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.

2.6 *Number of Bids and Costs thereof*

2.6.1 No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid.

2.6.2 The Bidder shall be responsible for all the costs associated with the preparation of their Bids and their participation in the bidding process. The Nodal Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.7 *Verification of Information*

2.7.1 The Bidders are encouraged to submit their respective Bids after studying the Bid documents, the applicable laws and regulations, and any other matter considered relevant by them.

2.7.2 The Bidder is expected to carefully examine the contents of all the documents provided. Failure of the bid to comply with the requirements of RFP will be at the Bidders' own risk and make the bid non-responsive.

2.8 *Acknowledgement by Bidder*

2.8.1 It shall be deemed that by submitting the e-bid, the Bidder has:

- a. made a complete and careful examination of the RFP and any related documents.
 - b. Received all relevant information requested from the Nodal Authority.
 - c. satisfied itself about all matters, things, and information necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all its obligations thereunder.
 - d. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Nodal Authority, or a ground for termination of the Agreement by the selected bidder.
 - e. Acknowledged that it does not have a Conflict of Interest; and
 - f. Agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.8.2 The Nodal Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the Nodal Authority.

2.9 *Right to accept or reject any or all bids*

2.9.1 Notwithstanding anything contained in this RFP, the Nodal Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. If the Nodal Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.

2.9.2 The Nodal Authority reserves the right to reject any bid if:

- a. At any time, a material misrepresentation is made or uncovered, or

- b. The Bidder does not provide, within the time specified by the Nodal Authority, the supplemental information sought by the Nodal Authority for evaluation of the Bid.

2.9.3 In case it is found during evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the selected bidder either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Nodal Authority to the Bidder, without the Nodal Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Nodal Authority may have under this RFP, the bidding documents, the Agreement or under applicable law.

2.9.4 The Nodal Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Nodal Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Nodal Authority thereunder.

2.10 Contents of the RFP

2.10.1 This RFP comprises the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.10:

Request for Proposal

1. Introduction
2. Instructions to Bidders
3. Preparation and Submission of e-Bid
4. Evaluation Process
5. Criteria for Evaluation
6. Final Selection of Bidder
7. Fraud and corrupt practices
8. Miscellaneous

Schedules

1. Terms of Reference
2. Guidance Note on Conflict of Interest

Appendices

Appendix – I: Technical Bid

1. Form 1: Cover Letter of Bid
2. Form 2: Particulars of the Bidder
3. Form 3: Power of Attorney
4. Form 4: Format for Bid Security
5. Form 5: Draft Performance Security
6. Form 6: Eligible Assignments of the Bidder
7. Form 7: N/A
8. Form 8: Financial Capacity of the Bidder
9. Form 9: Declaration of Non-Blacklisting

Appendix – II: Financial Bid

1. Form 1: Cover Letter
2. Form 2A: Financial Bid
3. Form 2B: Break-Up of Monthly Expenses with Service Charge for various resource manpower.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of bid, the Nodal Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/Amendment and posting/uploading it on the e- procurement, portal <https://eprocure.gov.in/> through a corrigendum. The relevant clauses of the RFP document shall be treated as amended accordingly, in terms of corrigendum(s). It shall be the sole responsibility of the prospective Bidders to check the gem portal from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, the Nodal Authority shall not be responsible for any negligence on part of the Bidder.
- 2.11.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Nodal Authority may, in its sole discretion, extend the Bid due date. Such extensions shall be posted/uploaded on the e- procurement portal <https://eprocure.gov.in/>.

3. Preparation & Submission of e-Bid

3.1 Documents constituting the Bid

- 3.1.1 The RFP document is available on the E-Tender portal as mentioned in Clause 1.3. Bidders are expected to view and download the RFP document, submit their Bids

online as per the formats prescribed in the RFP document and up to the Bid due date and time specified in Clause 1.3.

3.1.2 The Bids prepared by the Bidder shall comprise of the following:

(a) Technical Bid (Appendix I, Forms 1 to 10)

(b) Financial Bid (Appendix II, Forms 1 and 2)

The Bid with all accompanying documents and all communications in relation to or concerning the selection process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for.

3.2 *Format and submission of Bid*

3.2.1 Bidders are expected to examine all instructions, forms, terms and conditions, requirements and qualifications in the Tender documents. Failure to furnish all the information required or submission of a Bid not responsive to the RFP document in every respect will be at the Bidder's risk and may result in the rejection of bid.

3.2.2 The Bidder shall submit its bid documents in 'Two-Bid' system with Technical and Financial bids separately on the e-procurement portal. The Technical Bid shall be submitted in the format specified in Appendix-I and the Financial Bid shall be submitted in the format specified in Appendix-II.

3.2.3 The authorized signatory of the Bidder (who shall sign the bid) shall sign all the pages/documents of the bid before converting them into PDF and uploading them as bidding documents.

3.2.4 The bid submission module of e-procurement portal <https://eprocure.gov.in/> enables the Bidders to submit their bid online against the Tender published by the Nodal Authority. Bids can be submitted only from the Bid submission start date and time till the Bid due date and time specified in the bid. Bidders must start the bid submission process well in advance so that they can submit their bid in time

3.2.5 The Bidders should submit their Bids considering the server time displayed in the E-Tender portal. This server time is the time by which the bid submission activity will be allowed till Bid due date indicated in the Tender schedule. Once the Bid due date and time is over, Bidders will not be able to submit their Bids. Bidders shall be solely responsible for delays in submission of Bids due to any reasons.

3.2.6 Bidders must follow all the instructions laid out below for submission of their Bids:

a) For participating in Tender through a e-procurement E-Tender portal, it is necessary for Bidders to be registered users of the portal.

- 3.2.7 The bid security (as specified in clause 3.5) for the RFP shall be submitted online on e-procurement portal. The details are mentioned in the clause 3.5.
- 3.2.8 The Bidder shall be responsible for accuracy and correctness of its bid as per the RFP document version uploaded by the Nodal Authority/Nominated Officer and shall ensure that there are no changes caused in the content of the downloaded document.
- 3.2.9 Except as specifically provided in this RFP, no supplementary material will be entertained by the Nodal Authority/Nominated Officer, and that evaluation will be carried out only on the basis of bid documents received by the closing time of Bid due date as specified in Clause 1.3 Bidders will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected.
- 3.2.10 The completed bid documents must be uploaded on e-procurement portal <https://eprocure.gov.in/> on or before the specified time on Bid due date. Bids submitted in any other form like physical copies, fax, telex, telegram or e-mail shall not be entertained.
- 3.2.11 The rates quoted in the Financial Bid shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations under the Agreement.
- 3.2.12 The Nodal Authority/Nominated Officer may, in its sole discretion, extend the Bid due date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

3.3 Technical Bid

- 3.3.1 Bidders shall submit the Technical Bid in the formats specified in Appendix-I (the “Technical Bid”).
- 3.3.2 Bidder shall furnish as part of Technical Bid, documents establishing its technical qualification as specified in Appendix I, to be eligible for the assignment. The Bidder should submit all documentary evidence in an electronic pdf format in support of the information furnished.
- 3.3.3 It is suggested that the PDF files should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-procurement portal.
- 3.3.4 While submitting the Technical Bid, the Bidder shall ensure that:
- a) All forms are submitted in the prescribed formats and signed by the prescribed signatories.
 - b) Power of Attorney, if applicable, is executed as per Applicable Laws.

- c) Clause 2.3.1 of the RFP.
- d) Resources have good working knowledge of English language.
- e) Resources would be available for the period indicated in the TOR; (i) The Bid is responsive in terms of Clause 4.1.3. Failure to comply with the requirements spelt out in this Clause 3.3 shall make the Bid liable to be rejected.

3.3.5 If an individual resource makes a false averment regarding his qualification, experience or other, he shall be liable to be debarred for any future assignment of the Nodal Authority Nominated Officer for a period of 3 (three) years.

3.3.6 The Technical Bid shall not include any financial information relating to the Financial Bid.

3.4 Financial Bid

3.4.1 Bidders shall submit the Financial Bid in the formats specified in Appendix-II (the "Financial Bid") clearly indicating total service charge for supplying of resource manpower in both figures and words, in Indian Rupees, and signed by the Bidder's authorized representative.

3.4.2 While submitting the Financial Bid, the Bidder shall ensure the following:

- a) The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Bid shall consider all expenses and tax liabilities excluding GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c) Costs (including break down of costs, if any) shall be expressed in INR.

3.5 Bid security

3.5.1 The Bidder is required to deposit, along with its bid, a bid security of 1% of the contract value in the form of a bank guarantee as specified in Appendix I Form 4, from any nationalized bank or as mentioned in the Data Sheet with a validity of 180 (one hundred and eighty) days from the Bid due-date.

3.5.2 Bid security of unsuccessful bidders shall be returned will be refunded without interest within reasonable time after final decision of the Bid, normally within six months from the date of opening of the Bid. The Bid security of Selected Bidder shall be returned upon submission of Performance Security as specified in clause 3.7.

3.5.3 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Nodal Authority/Nominated Officer under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 5 of this RFP.
- b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Nodal Authority/Nominated Officer.
- c) In the case of the Selected Bidder, if it fails within the specified time limit-
 - i. To sign and return the duplicate copy of LOA.
 - ii. To sign the Agreement; or
 - iii. To furnish the Performance Security within the period of 30 (thirty) days from the date of issue of LOA; or
- d) As per the relevant provisions of this RFP and Agreement.

3.6 Late bids

3.6.1 The server time indicated in the 'Bid Management' window on the E-Tender portal will be the time by which the bid submission activity will be allowed till Bid due date and time scheduled in the E-Tender. Once the Bid due-date and time is over, a Bidder will not be able to submit their Bid. Bidders are advised to start the bid submission well in advance to ensure timely submission of bids. The Nodal Authority/Nominated Officer shall not be responsible for any delays in submissions on the E-Tender portal.

3.7 Performance Security

3.7.1 The Selected Bidder shall submit a Performance Security as 5% of Contract Value, in the form of a bank guarantee from a nationalized bank as specified in Appendix I- Form 5 to be valid for a period of 180 days from expiry of the Agreement Period.

3.7.2 The Bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Nodal Authority/Nominated Officer's any other right or remedy hereunder or in law or otherwise, the Performance Security shall be forfeited and appropriated by the Nodal Authority/Nominated Officer as the mutually agreed pre- estimated compensation and damage payable to the Nodal Authority/Nominated Officer for, inter alia, the time, cost and effort of the Nodal Authority/Nominated Officer in regard to the RFP including the consideration and evaluation of the Bid under the following conditions:

- a. If a Bidder engages in any of the Prohibited Practices specified in Clause 7.1 of this RFP.
- b. If the Bidder is found to have a Conflict of Interest as specified in Clause 2.5; and

- c. If the selected Bidder commits a breach of the Agreement.

4. Evaluation Process

4.1 Evaluation of Bids

- 4.1.1 The Nodal Authority/Nominated Officer or its representatives shall evaluate the Bids received from various Bidders. On receipt of bids in the e-Procurement portal by the Bid due-date and time, the technical bid shall be opened first at the place specified in Clause 1.3 and in the presence of the Bidders who choose to attend.
- 4.1.2 Prior to evaluation of Bids, the Nodal Authority/Nominated Officer or its representatives will determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a) The Technical Bid is received in the form specified at Appendix-I;
 - b) It is accompanied by the Power of Attorney as specified in Clause 3.2;
 - c) It contains all the information (complete in all respects) as requested in the RFP;
 - d) It does not contain any condition or qualification; and
 - e) It is not non-responsive in terms hereof.
- 4.1.3 The Nodal Authority/Nominated Officer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Nodal Authority/Nominated Officer in respect of such Bids.
- 4.1.4 The Bidder's names and other details will be announced at the opening of the Bids at the discretion of the Nodal Authority/Nominated Officer. The names of such Bidders not meeting the qualification requirement shall be notified subsequently.
- 4.1.5 After the Technical Bid evaluation, a list of pre-qualified Bidders shall be prepared for opening of their Financial Bids. Nodal Authority/Nominated Officer will simultaneously notify names of those Bidders whose Technical Bids were considered acceptable on the e-procurement portal and have been shortlisted for opening of their Financial Bids. A date, time and venue will be notified to all such Bidders for announcing the result of evaluation and opening of Financial Bids. The opening of Financial Bids shall be done in presence of respective representatives of Bidders who choose to be present. The Nodal Authority/Nominated Officer will not entertain any query or clarification from Bidders who fail to qualify at any stage of the selection process. The financial evaluation and final ranking of the Bids shall be carried out in terms of Clauses 5.1
- 4.1.6 Bidders are advised that the selection shall be entirely at the discretion of the Nodal Authority/Nominated Officer.

4.1.7 Bidders shall be deemed to have understood and agreed that the Nodal Authority/Nominated Officer shall not be required to provide any explanation or justification in respect of any aspect of the selection of Bidders.

4.1.8 Any information contained in the Bid shall not in any way be construed as binding on the Nodal Authority/Nominated Officer or Payment Authority, its agents, successors or assigns, but shall be binding against the Bidder if the assignment is subsequently awarded to it.

4.2 Confidentiality

4.2.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Nodal Authority/Nominated Officer in relation to matters arising out of, or concerning the process of selection. The Nodal Authority/Nominated Officer shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Nodal Authority/Nominated Officer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Nodal Authority/Nominated Officer or as may be required by law or in connection with any legal process.

4.3 Clarifications

4.3.1 To facilitate evaluation of Bids, the Nodal Authority/Nominated Officer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Nodal Authority/Nominated Officer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.3.2 If a Bidder does not provide clarifications sought under Clause 4.3.1 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Nodal Authority/Nominated Officer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the Nodal Authority/Nominated Officer

5. Criteria for Evaluation

5.1 Evaluation of Technical Bid

5.1.1 In the first stage, the Technical Bid will be evaluated based on Bidder's experience, its understanding of TOR proposed in Schedule 1, approach &

methodology, experience of proposed resource manpower, bidders' annual turnover, etc.

5.1.2 The scoring criteria to be used for Technical Bid evaluation shall be as follows.

Evaluation Criteria					
Bidders scoring marks above 75 out of 100 will be technically qualified					
S. No.	Parameter Name	Particulars	Criteria	Max. Marks	Document required
1.	Turnover	Minimum Average turnover of Rs. 5 Cr. in last 3 financial years 2023-24, 2024-25 & 2025-26	>= 5 Cr. to <=10 Cr. - 08 marks >10 Cr. to <=15 Cr. - 10 marks >15 Cr. - 15 marks	15 marks	Audited balance sheets of financial years 2023-24, 2024-25 & 2025-26
2.	Past Experience A	Single order with number of employees in manpower supply services to central / State Government Departments / PSUs / Autonomous bodies/ Public Sector entity during last three Financial Years 2023-24, 2024-25 & 2025-26.	Single order of 10 technical resource manpower: 15 marks Single order of more than 10 and up-to 15 technical resource manpower: 20 marks Single order of more than 25 technical resource manpower: 25 marks	20 marks	Order copy along with experience certificate For ongoing projects, copy of work order(s)/ LoA may be considered as valid documents
3.	Past Experience B	Experience in providing technical manpower supply services for various assignments in Central/ State Government Departments / Donors or funding agencies / PSUs / Autonomous	5 marks for 01 project with maximum of 15 marks	15 marks	Order copy along with experience certificate. For ongoing projects, copy of work order(s)/ LoA may be considered as valid

Evaluation Criteria					
Bidders scoring marks above 75 out of 100 will be technically qualified					
S. No.	Parameter Name	Particulars	Criteria	Max. Marks	Document required
		bodies/ Public Sector entity /Urban Development Departments/ Local Governments/ Development Authorities.			Documents.
4.	EPF & ESI	Number of average number of technical persons on roll in last 3 financial years	• 10 to 50 - 5 marks • more than 50 - 10 marks	10 marks	Only Paid challan copy of EPF & ESI for last 36 months
5.	GST & Seva Yojan Department/Portal of Uttar Pradesh		G.S.T. Return of last 3 Financial years till March' 25 – 5 marks Registration in Seva Yojan Department/ Portal of Uttar Pradesh – 5 marks	10 marks	G.S.T. Receipt of last year till March' 26. Upload the copy of the registration
6.	Quality Certification	Valid ISO 9001, ISO 27001 and ISO 37500, New Labour Codes, HUMAN & RESOURCE MANAGEMENT, CMMI-SVC certificate, POSH Compliance Certification	• ISO: 9001 - 2 Marks, • ISO:27001- 2 MARKS, • ISO:37500 -2 Marks, • CMMI - SVC- 2 Marks • POSH Compliance Certification- 2 Marks	10 marks	Valid certificates
7.	Presentation	Presentation by the bidder	Presentation to be made by the bidder for 1. Approach & Methodology on similar nature with value propositions	15 marks	Qualified bidders will be called for online presentation with relevant Documents.

Evaluation Criteria					
Bidders scoring marks above 75 out of 100 will be technically qualified					
S. No.	Parameter Name	Particulars	Criteria	Max. Marks	Document required
			and work plan – 7.5 Marks, 2. Online management system – 7.5 Marks		

5.1.1 Short-listing of Bidders

Only those Bidders whose Technical Bids score 75 points or more out of 100 shall qualify. All the Bidders as aforesaid, shall be pre-qualified for evaluation of their Financial Bids.

5.1.2 Evaluation of Financial Bid

- i. The Financial Bids of technically qualified/responsive bidders will be opened on the prescribed date in the presence of bidder representatives.
- ii. For financial evaluation, the total cost indicated in the Financial Bid shall be considered. Any conditional bid, deviating from the bid conditions, will be rejected.
- iii. The price quoted shall be firm and shall be mentioned online as per instructions given in Appendix II.

5.1.1 Final Evaluation

The price bids of only those consultants, who qualify technically, will be opened. The proposal will be ranked in terms of price bid value. The proposal with the lowest financial bid (L-1) will be considered for award of contract.

6. General Conditions of Contract

6.1 Negotiations

The consultant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid but will be for re-confirming the obligations of the assignment under this RFP. Issues such as deployment of resources, understanding of the RFP, methodology and quality of work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Nodal Authority/Nominated Officer reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

6.2 Substitution of resources

The Nodal Authority/Nominated Officer expects all the resources to be available during implementation of the Project. Any request for substitution of resources for reasons of any incapacity, ill-health, or reasons considered of the same nature shall be at the discretion of the authority. Such substitution shall be subject to equally or better qualified and experienced resource being provided with approval from the Nodal Authority/Nominated Officer.

6.3 *Indemnity*

The Bidder shall, subject to the provisions of the Agreement, indemnify the Nodal Authority/Nominated Officer, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.

6.4 *Award of assignment*

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Nodal Authority/Nominated Officer to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Nodal Authority/Nominated Officer may, unless it consents to extension of time for submission thereof cancel the LOA and the next bidder may be considered.

6.5 *Execution of Agreement*

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

6.6 *Commencement of Assignment*

The Selected Bidder shall commence the assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Bidder fails to either sign the Agreement as specified in Clause 6.5 or commence the assignment as specified herein, the Nodal Authority/Nominated Officer may invite the second highest Bidder for negotiations. In such an event, the LOA or the Agreement may be cancelled /terminated.

6.7 *Proprietary data*

Subject to the provisions of Clause 4.2, all documents and other information provided by the Nodal Authority/Nominated Officer or submitted by a Bidder to the Nodal Authority/Nominated Officer shall remain or become the property of the Nodal Authority/Nominated Officer. Bidders are to treat all information as strictly confidential. The Nodal Authority/Nominated Officer will not return any Bid, or any

information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to the Nodal Authority/Nominated Officer in relation to the bid shall be the property of the Nodal Authority/Nominated Officer.

Any information, advice, recommendations or other content of any reports, presentations or other communications the Service Provider provides under this Agreement (“Reports”), other than Client Information, are for Client’s internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside the department. The Nodal Authority/Nominated Officer may not rely on any draft Report and consultant shall not be required to update its Final Report.

6.8 *Penalty Clauses*

Liquidated Damages for delay- If there is any delay in Service Provider’s services, which is conclusively proved is on account of reasons solely attributable to the Service Provider, resulting in non-functioning of the Institute, then Nodal Authority/Nominated Officer shall be entitled to recover from the Service Provider by way of liquidated damages. The liquidated damages shall be applicable under following circumstances:

- a) If the Service Provider fails to deploy the requisite staff as defined in with in thirty (30) days from the effective date of the contract, the Service Provider shall be liable to pay an amount equivalent to 0.1% of the contract value per day. If delay in deployment of requisite staff is more than 30 days, then this agreement with the Service Provider shall be terminated and performance guarantee deposited by the consultant shall be forfeited.
- b) The amount of liquidated damages under this Contract shall not exceed 10% (i.e., the amount of performance guarantee) of the total value of the contract.
- c) Replacement of more than 4 resource persons in a year would attract a penalty. A one-time penalty of 2% of the monthly billing amount will be levied for each replacement beyond 4 resources in one year.

6.9 *Contract termination*

I. Termination

The Nodal Authority/Nominated Officer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause. In such an occurrence the Nodal Authority/Nominated Officer shall give not less than thirty (30) days’ written notice of termination to the Bidders, and sixty (60) days in case of the event referred to in (g).

- a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to referred Clause hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Nodal Authority/Nominated Officer may have subsequently approved in writing.
- b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to referred Clause hereof.
- d) If the Bidder, in the judgment of the Nodal Authority/Nominated Officer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - e) If the Bidder submits to the Nodal Authority/Nominated Officer a false statement which has a material effect on the rights, obligations or interests of the Nodal Authority/Nominated Officer.
 - f) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - g) If the Nodal Authority/Nominated Officer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

II. By the Selected Bidder

The Selected Bidder may terminate this Contract, by not less than thirty (30) days' written notice to Nodal Authority/Nominated Officer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- a) If, as the result of Force Majeure, the bidder is unable to perform Services for a period of not less than sixty (60) days.
- b) If the Nodal Authority/Nominated Officer fails to comply with any final decision reached as a result of arbitration pursuant to referred Clause hereof.
- c) If the Nodal Authority/Nominated Officer fails to pay the valid claims of the selected bidder within 30 days from the submission of such claims, then the bidder may terminate this contract by giving one- month prior notice for termination.

III. The Nodal Authority/Nominated Officer reserves the right to cancel the Agreement and recover the expenditure also under following circumstances:

- a) The Selected Bidder withdraws its bid after its acceptance or fails to submit the Performance Security within stipulated timelines
- b) The Selected Bidder commits a breach of the terms and conditions of the bid
- c) The Selected Bidder goes into liquidation, voluntary or otherwise
- d) If deductions on account of liquidated damages /penalty exceeds more than 10% of the total annual Service Charge

- e) In case the Selected Bidder fails to deliver the services as per the timelines mentioned in Schedule 1, the Nodal Authority/Nominated Officer reserves the right to procure the same or similar services from the next eligible Bidder
 - f) In case information related to qualification and experience of personnel proposed/deputed in the assignment during the project is found to be incorrect
- IV. The terms for termination of Agreement shall be non-binding on the Nodal Authority/Nominated Officer. In addition, the right to terminate the Agreement shall be vested in both the selected firm and the Nodal Authority/Nominated Officer.
- V. After award of the contract, if the Selected Bidder does not perform satisfactorily or delays execution of the Agreement, the Nodal Authority/Nominated Officer reserves the right to get the balance contract executed by the next eligible Bidder by giving one month notice to the Selected Bidder.
- VI. Prior to termination the Nodal Authority/Nominated Officer shall give reasonable time to the consultant to take corrective measures against any issue raised by the Nodal Authority/Nominated Officer.
- VII. If the Contract is terminated because of a fundamental breach of Contract by the Service Provider, the Service Provider entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract. Additional Liquidated Damages shall not apply. If the total amount due to the Nodal Authority/Nominated Officer exceeds any payment due to the Service Provider, the difference shall be a debt payable to the Nodal Authority/Nominated Officer.

6.10 Consequences of Termination

- I. In the event of termination of the Agreement due to any cause whatsoever, [whether consequent to the stipulated terms of the Agreement or otherwise], the Nodal Authority/Nominated Officer shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the Selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next Bidder to take over the execution/continued execution of the scope of the Agreement.
- II. Nothing herein shall restrict the right of the Nodal Authority/Nominated Officer to invoke the Performance Security and pursue such other rights and/or remedies that may be available to the Nodal Authority/Nominated Officer under law or otherwise.

- III. The termination hereof shall not affect any accrued right or liability of either party nor affect the operation of the provisions of the Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

7. Fraud and corrupt practices

7.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Nodal Authority/Nominated Officer shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Nodal Authority/Nominated Officer shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Nodal Authority/Nominated Officer for, inter alia, time, cost and effort of the Nodal Authority/Nominated Officer, in regard to the RFP, including consideration and evaluation of such Bidder’s bid.

7.2 Without prejudice to the rights of the Nodal Authority/Nominated Officer under Clause 7.1 hereinabove and the rights and remedies which the Nodal Authority/Nominated Officer may have under the LOA or the Agreement, if a Bidder is found by the Nodal Authority/Nominated Officer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Nodal Authority/Nominated Officer during a period of 2 (two) years from the date such Bidder is found by the Nodal Authority/Nominated Officer to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority/Nominated Officer who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising here from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority/Nominated Officer, shall be deemed to constitute influencing the

actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Nodal Authority/Nominated Officer in relation to any matter concerning the Project;

- b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
- c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Nodal Authority/Nominated Officer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

8. Special Conditions of Contract

8.1 The selection process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the selection process. In respect of the matters pertaining to this contract, Bidder shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization. All disputes, differences, clarifications etc. arising out of this contract will be represented by Bidder himself or by his legal representative at Lucknow only.

8.2 The Nodal Authority/Nominated Officer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any times to:

- a) suspend and/or cancel the selection process and/or amend and/or supplement the selection process or modify the dates or other terms and conditions relating there to.
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to the Nodal Authority/Nominated Officer by, on behalf of and/or in relation to any Bidder; and/or
- d) independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

- 8.3 It shall be deemed that by submitting the bid, the Bidder agrees and releases the Nodal Authority/Nominated Officer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 8.4 All documents and other information supplied by the Nodal Authority/Nominated Officer or submitted by a Bidder shall remain or become the property of the Nodal Authority/Nominated Officer. The Nodal Authority/Nominated Officer will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 8.5 The Nodal Authority/Nominated Officer reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 8.6 The liability of the Bidder under this project shall be limited to value of the contract signed (to the extent of payment made to the Bidder) with the Bidder for this project work for direct loss.
- 8.7 The Bidder shall not be liable, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the services, whether or not the likelihood of such loss or damage was contemplated.
- 8.8 The Bidder shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Bidder's fraud or to the extent prohibited by applicable law or professional obligations.

9. SCHEDULE - Terms of Reference

9.1 Scope of Work:

The broad scope of work shall include:

1. This Terms of Reference is for "Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for RCUES Lucknow" under Urban Development Department in the State of Uttar Pradesh from experienced Firms/Organizations/Agencies excluding those firms who have been declared as non-performing or blacklisted/ debarred for specified period or against whom such action is under process by Central/State Government or it's Undertakings.

2. The contract is proposed for 01 year. However, the same may be further extended on revised rate of maximum 10% increase in Contract Value for a defined period thereof on same terms & conditions on mutually agreed basis, based on performance of the Service Provider in respect of manpower provided and after the approval of competent authority.

9.2 Resource Manpower/Team

Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban & Environmental Studies (RCUES) Lucknow		
S. No.	Designation	Qualification/ Experience Required
1.	Computer Specialist	Graduate with PGDCA/ "O" Level Certificate/MCA
2.	Project Assistant	Graduate in any discipline
3.	Assistant Engineer	Diploma in Civil Engineering with 10 years of experience or B.Tech in Civil Engineering with 05
4.	Research & Documentation Expert	Post Graduate in Social Sciences with 3 years Research Experience
5.	Office Assistant	Graduate in any discipline
6.	Account Assistant	B.Com with knowledge of Tally
7.	Typist	12 th Pass with 30 WPM in Hindi & 40WPM in
8.	Assistant Clerk	12 th Pass
9.	Driver	8th Pass with valid driving license (LMV)
10.	Multi-Tasking Staff/ Office	8th Pass

DELIVERABLES:

The Service Provider is responsible for the following deliverables apart from the Job descriptions mentioned:

S. No	Deliverable	Content	Timeline
1.	Inception Report	- Status of team deployment - Final team details and structure - Definite measurable outcomes. - Project management arrangements including monthly meetings, reporting relationships. - Service Level Agreements for all the possible tasks under this contract.	Within 30 days of commencement of services

S. No	Deliverable	Content	Timeline
2.	Monthly report	• Work done in the current month against plan • Other activities completed • Plan for the next month • Input days spent by the resource manpower in the month and days remaining • Issues and support needed	By 5th of every month
3.	As per the Job description	• All the resource manpower is responsible as per the final Job descriptions.	
4.	Salary disbursement to the manpower	• The agency should disburse the salary to the manpower latest by 5th of every month.	By 5th of every month
5.	ESI & EPF	• The agency shall ensure submission of monthly ESI and EPF of all employees and submit the challan along with the monthly bills.	
6	Online Human Resource management and Performance Tracking	• The agency shall submit the attendance generated through Online Human Resource/Payroll Management Software and also submit its details along with the monthly bills.	By 5th of every month

WORKING ARRANGEMENTS

TA management and counterpart staff

The assignment will be contracted by RCUES, Lucknow and all day-to-day management of the assignment, and all logistical, financial and methodological arrangements will be managed by RCUES, Lucknow.

Duty Station

All the personnel provided by the Service Provider will be based in Lucknow. It is however, on the discretion of the RCUES, Lucknow to place any personnel anywhere in Uttar Pradesh for specific assignment or period as per the requirement.

A dedicated office space with furniture, desktops/laptops, softwares etc. and other administrative expenses such as office stationery, office telephone, etc. will be provided by the Employer. The cost on IEC activities, the cost of the print and audio/ video media (such as posters, pamphlets, ads in the newspaper, hoardings, ads in the radio/ TV, etc.) and events will be borne by the Employer.

However, other expenses such as mobile expenses, local conveyance, etc. will be borne by the selected Service Provider /Resource Manpower. All out-station travel cost will be borne by the Service Provider, which will be paid by the Employer on actual basis including any statutory taxes over and above (on production of tickets/bills) as per existing rules and regulations of Government of Uttar Pradesh applicable. It may however be noted that all travel needs to be pre-approved specifically by the Director heading the RCUES, Lucknow. The eligible amount will be decided as per tour allowance norms of Government of Uttar Pradesh.

REPORTING REQUIREMENTS

Overall Support

- Training management, event management, content writing & IT related technical support to the Institute including liaison with various stakeholders.
- Co-ordinate with the Institute and ensure successful delivery of expected outcomes.
- Coordinate for organizing Review meetings and presentations.

Technical Support

- Preparing and planning training activities for various programmes to engage various stakeholders' beneficiaries and public in general.
- Preparing and planning all kinds of event management.
- Assist in all kinds of office related works.

Reporting Channel:

- All outsourced members would report to the Director/Reporting Officer of the Institute. The Service Provider and its resource manpower would operate under the overall supervision and guidance of the Director.

Monitoring & Reporting Support

- Report on progress of all the programme components related to training activities and event management.
- Prepare content related regular progress reports and documentation of proceedings of trainings and events as and when needed.

DUTIES OF THE “EMPLOYER” (RCUES, Lucknow)

shall be responsible for:

- Designating a Nodal Officer responsible for management and coordination with the Service Provider.

- Providing definite milestones to each personnel.
- Facilitating discussions with key stakeholders.
- Providing the Service Provider & its manpower with necessary authorization as needed for delivery of this TA.
- Reviewing and directing the Service Provider & its manpower regularly.
- Providing timely feedback and support for the Service Provider & its manpower to achieve its deliverables

DUTIES OF THE “Service Provider”

The Service Provider /Firm shall be responsible to:

- Arrange for all transportation and travelling as required and approved by the Institute.
- Hand over all data, reports and other collected material to the concerned Nodal Officer on completion of the work.
- The selected Firm should ensure that the payment of quoted man- month rates/per months should be linked with the individual’s KPI in a transparent manner
- The Firm shall comply with all the legal requirement in favour of the manpower deployed and shall all the benefits which are mandatory in favour of the respective manpower.

Key Performance Indicators (KPI):

Key Performance Indicators (KPIs) in RCUES, Lucknow consist of various specific measurement tools for indicating how well resource manpower are achieving specific goals as indicated in their key roles and responsibilities. Key performance indicators consist of the important performance goals across all aspects of team involvement in a training or other related work. The objective to Outsourcing Services is to provide focused support for the functioning of the Centre in time bound manner. Hence, the resource manpower has to efficiently and effectively manage, coordinate and support programmatically to RCUES Lucknow.

- Therefore, the RCUES Lucknow will fix the Annual KPIs for resource manpower, which will be strictly monitored on a monthly basis by Reporting Officer of the RCUES, Lucknow, after signing of the contract. The performance against the KPIs of resource manpower will be reviewed by Director on the last working day of the given month and on satisfactory performance, 100% of remaining 20% against the KPIs will be paid to the Firm. The reimbursement of amount quoting on man-month basis will be paid to the Firm as follows:
- 80% of man-months quoted rates on monthly basis as per the contract according to the agreed work and
- Remaining 20% on achievement of KPI with respect to each individual as finalised by both the parties within the specified period.

9.3 *Schedule of Payments.*

The payments in respect of the Services shall be made as follows:

- Bills for providing manpower shall be submitted by the Firm on every 2nd day of subsequent month.
- The payment for the manpower provided by the Firm shall be reimbursed latest by every 7th day of the succeeding month. Payments shall be subject to deductions of any amount for which the Firm is liable under the agreement against this contract.
- Payments shall be inclusive of all taxes and Cess as applicable under the Uttar Pradesh Law.
- Attendance will be regulated as per applicable laws of Government of Uttar Pradesh.
- The payment will be made to the manpower providing Firm after deducting the applicable taxes at source. The client will issue the TDS certificate at the end of the financial year. In case, any excess payment is done to the Firm, it shall be adjusted against future payments, if required.
- The Firm should ensure payment of statutory deductions such as ESI/EPF etc from the salary of hired manpower as per the existing applicable Law.
- The Firm should ensure that the monthly payment to the hired manpower will be paid latest by 7th of every month (subject to successful submission of invoice) as per existing labour law of Government of Uttar Pradesh/Central Govt. Necessary action will be taken as per existing rules and regulations otherwise.
- The payment to the Service Provider towards manpower support would be made by RCUES Lucknow. Therefore, in order to maintain the transparency in public fund matters and to safeguard the interest of the individual personnel, the successful bidder will make sure that payment made to the Service Provider shall be required to pass on the same wages to the resource manpower without any deduction except statutory deductions e.g., EPF & ESI etc.
- Manpower deployed by the selected firm shall be entitled to 12 days leave in a year in addition to the weekly off and gazetted holidays.

Compliance of various Laws / Acts applicable to contract staff:

The Service Provider shall specifically ensure compliance of various Laws / Acts applicable to contract staff, including but not limited to the following and their re-enactments / amendments / modifications. Relevant certificates to be submitted at the time of payment.

- The Payment of Wages Act, 1936
- The Employees Provident Fund Act, 1952
- The Contract Labour Regulation Act, 1970
- The Payment of Bonus Act, 1965
- The Payment of Gratuity Act, 1972
- The Employees State Insurance Act, 1948
- The Employment of Children Act, 1938
- Minimum wages Act, 1948.

Service Charges (To Be Paid to Successful Agency/Service Provider) – The bidders are required to enter the bids, quoting the desired service charges, that they want to be paid by the buyer for providing the services.

The Prospective bidders are advised to peruse the following G.O.'s: -

- 1) NO-31/2020/273/18-2-2020-97(L.U.)2016T.C., DATE 25 AUG 2020
- 2) NO-42/2020/E-153/18-2-2020-97(L.U.)2016T.C., DATE 07 DEC 2020
- 3) NO-17/2021/233/18-2-2020-97(L.U.)2016T.C., DATE 31 MAY 2021
- 4) NO-42/2021/491/18-2-2020-97(L.U.)2016T.C., DATE 26 OCT 2021
- 5) NO-23/2022/165/18-2-2022-97(L.U.)2016T.C., DATE 29 JUNE 2022
- 6) NO-57/18-2-2024-97(LaU)/2016 T.C. Dated 26-11-2024

As per GO 57/18-2-2024-97(LaU)/2016 T.C. Dated 26-11-2024 the minimum services charges paid will be 3.85%, and the bidders are advised to quote a figure of 3.85% or higher service charges. As stated in the G.O. the service charges quoted MUST NOT BE less then sum total of the following expenses, that the agency/service provider will have to bear, out of the service charges paid to them –

- TDS (Income Tax)
- GST deduction
- E-Tender Portal services charges
- Insurances
- Bonus (to the entitled employee)
- In addition, expenses towards the following services provided will also need to be borne out of the services charges.
- Smart Identity Cards - plastic based QR coded
- Installing, monitoring and running the ITMS based attendance system
- Supervisor and administrative staff salaries, as applicable.
- Cost of temporary staff on account of long absentees, extended emergency, etc.
- Gratuity
- Administrative expenses to run local office of the Service Provider.
- Authority will not pay any amount separately towards these expenses and have to be borne by service provider within the quoted service charges.

10. APPENDIX-I - TECHNICAL BID

Form-1

Cover Letter of Bid **(On Bidder's letter head)**

(Date and Reference) To,

Sub: Request for Proposal for “Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow”

Dear Sir,

We, the undersigned, offer to provide Services for _____ in response to the Request for Proposal dated __

We are hereby submitting our Proposal, which includes Technical Bid and the Commercial Bid.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the operations of services related to the assignment not later than the date indicated in the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid validity as stipulated in the RFP document.

We hereby declare that as per RFP requirement, we have not been blacklisted by any Central/ State Government departments, organizations, agencies, or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on the last date of bid submission. We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name
and seal of the Bidder)

Form2***Particulars of Bidder***

Sl No.	Particulars	Details
1.	Name and registered address of the Bidder	
2.	Legal status (e.g., sole proprietorship or partnership)	
3.	Year of incorporation	
4.	Details of company registration	
5.	Name, designation, address, phone number and email id of authorized signatory/ contact person	

Form-3

Power of Attorney

Know all men by these present, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms..... son/daughter/wife and presently residing at , who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as the Request for Proposal (RFP) for ‘Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Urban Training & Research Institute, Uttar Pradesh, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Nodal Authority/Nominated Officer, representing us in all matters before the Nodal Authority/Nominated Officer and Payment Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Nodal Authority/Nominated Officer and Payment Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Nodal Authority/Nominated Officer and Payment Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE-NAMED

HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF , 20**

For.....

(Signature, name, designation and address)

Witnesses:

Notarized

Accepted

..... (Signature, name, designation and address of the

Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.
- If the bidder has already executed a power of attorney/ Board resolution in any other relevant format, the same will be considered.

Form 4

Format for Bid Security Bank Guarantee

B.G. No.

Dated:

1. In consideration of you, the Regional Centre for Urban & Environmental Studies (RCUES), Lucknow having its office at ***** (hereinafter referred to as the "RCUES, Lucknow", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the 'Request for Proposal for "Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow" pursuant to the RFP Document dated, we at the request of the Bidder, do hereby in terms of Clause 3.5 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the RCUES, Lucknow an amount of INR 1,00,000/- as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the RCUES, Lucknow stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the RCUES, Lucknow is disputed by the Bidder or not merely on the first demand from the RCUES, Lucknow stating that the amount claimed is due to the RCUES, Lucknow by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding.b) This Guarantee shall be irrevocable and remain in full force for a period of

180 (one hundred and eighty) days from the Bid due-date exclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the RCUES, Lucknow and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

- c) We, the Bank, further agree that the RCUES, Lucknow shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the RCUES, Lucknow that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RCUES, Lucknow and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the RCUES, Lucknow shall be entitled to treat the Bank as the principal debtor. The RCUES, Lucknow shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the RCUES, Lucknow, and the Bank shall not be released from its liability under these presents by any exercise by the RCUES, Lucknow of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the RCUES, Lucknow or any indulgence by the RCUES, Lucknow to the said Bidder or by any change in the constitution of the Nodal Authority/Nominated Officer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- h) It shall not be necessary for the RCUES, Lucknow to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the RCUES, Lucknow may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the RCUES, Lucknow in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by

.....

.....

...Bank

By the hand of Mr.

.....

.....

...., its

.....

...and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Date:

To,

Form 5

Draft Performance Security Bank Guarantee

Dear

1. We _____

understand that (the “SelectedBidder”) has entered into a Service Agreement dated (the “Agreement”), with the Nodal Authority/Nominated Officer, whereby the Selected Bidder has undertaken to provide the services, subject to and in accordance with provisions of the Agreement.

2. The Agreement requires the Selected Bidder to furnish a Performance Security to the Nodal Authority/Nominated Officer in a sum of Rs. (Rupees Lakh) (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Term as per the provisions of the Agreement.

3. We, through our Branch at (the “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Selected Bidder’s obligations during the Term, under and in accordance with the Agreement, and agrees and undertakes to pay to the Nodal Authority/Nominated Officer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Selected Bidder, such sum or sums up to an aggregate sum of the Guarantee Amount as the Nodal Authority/Nominated Officer shall claim, without the Nodal Authority/Nominated Officer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Nodal Authority/Nominated Officer, under the hand of an Officer duly authorized by the Nodal Authority/Nominated Officer, that the Selected Bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Nodal Authority/Nominated Officer shall be the sole judge as to whether the

Selected Bidder is in default in due and faithful performance of its obligations during the Term under the Agreement and its decision that the Selected Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between the Nodal Authority/Nominated Officer and the Selected Bidder, or any dispute between them pending

before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Selected Bidder for any reason whatsoever.

3. In order to give effect to this Guarantee, the Nodal Authority/Nominated Officer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Selected Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Nodal Authority/Nominated Officer to proceed against the Selected Bidder before presenting to the Bank its demand under this Guarantee.

5. The Nodal Authority/Nominated Officer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Selected Bidder contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Nodal Authority/Nominated Officer against the Selected Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Nodal Authority/Nominated Officer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Nodal Authority/Nominated Officer of the liberty with reference to the matters aforesaid or by reason of time being given to the Selected Bidder or any other forbearance, indulgence, act or omission on the part of the Nodal Authority/Nominated Officer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Nodal Authority/Nominated Officer in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Selected Bidder under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Nodal Authority/Nominated Officer on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Nodal Authority/Nominated Officer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder

8. The Performance Security shall cease to be in force and effect till the subsistence of the Agreement and provided the Selected Bidder is not in breach of this Agreement. On successful completion of Agreement Period and upon request made by the Selected Bidder for release of the Performance Security along with the required hereunder, duly certified by a statutory auditor of the Selected Bidder, the Nodal Authority/Nominated Officer shall release the Performance Security forthwith

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Nodal Authority/Nominated Officer in writing, and declares that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment there of forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Nodal Authority/Nominated Officer that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of months or until it is released earlier by the Nodal Authority/Nominated Officer pursuant to the provisions of the Agreement Signed and Sealed on this day of_20...

Signed, Sealed and Delivered, For and on behalf of the bank by: (Signature

of the authorized signatory) (Official Seal)

Form 6***Eligible Assignments of Bidder***

Particulars	Details
Name of Project	
Client for which the project was executed	
Project description	
Services provided by the bidder	
Professional fee/Service Charge received (INR)	
Duration of assignment (Start date- End date)	

Notes:

1. The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

2. Bidder to submit Work order/ LOA/Client Contract confirming the Contract Fee for the Eligible assignment(s).

Form 7**Format for CV of Resource Manpower**

Proposed Position	
Name of Firm	<i>Insert name of firm proposing</i>
Name of Manpower	
Date of Birth	
Nationality	
Education	<i>Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained</i>
Professional Experience/Membership (if any)	
Training & Publications	<i>[Indicate significant training since education degrees (under 5) were obtained]</i>
Work Experience	<i>Details where staff has worked in the last ten years</i>
Languages	<i>Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.</i>

Employment Record <i>[Starting with present position, list in reverse order every employment held. For experience in last years, also give types of activities performed and client references, where appropriate.]</i>	From: Date to Date Employer: Position Held:
Detailed Tasks Assigned	
Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	<i>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed above.]</i> Name of assignment or project: Year: Location: Client: Main project features: [size in INR, type, and services provided]

	Positions held: Activities performed:
Certification	
(Signature with date) I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience. I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary action being taken by the Authority.	

Form 8***Annual Turnover of the Bidder***

S. No	Financial Year	Annual Turnover	Net worth of the bidder
1.	2022-23		
2.	2023-24		
3.	2024-25		

Note:

- *Bidders must have positive net worth for the last 3 Financial Years (i.e., 2022-23, 2023-24 and 2024-25) to be eligible.*
- *Certificate from statutory auditor or chartered accountant (whichever applicable) should state the annual turnover as well as the net worth of the organization.*

Form 9

DECLARATION OF NON-BLACKLISTING

(On an Affidavit of Rs. 100/- Stamp paper)

To, []

Date: dd / mm / yyyy

Sub: Request for Proposal for “Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow”

Ref: **RFP No. dated**

Dear Sir,

We confirm that our company or firm, -----, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India/ E-Tender portal on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Thanking you,

Yours sincerely,

(Signature of the bidder)

(Printed Name)

Designation

Seal Date:

Place:

Business Address:

11. APPENDIX-II- FINANCIAL BID

Form-1

Cover Letter

(On Bidder's letter head)

(Date and Reference)

To, []

Sub: Request for Proposal for "Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow"

Dear Sir,

I/We, (Bidder's name) herewith enclose the Financial Bid for 'Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow'.

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Bid due-date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Form-2 A Financial Proposal

(To be filled & submitted as separately not with Technical Bid otherwise liable to reject)

To, []

Sub: Request for Proposal for “Hiring of a Service Provider for Manpower Outsourcing Services of Various Office Tasks for the Regional Centre for Urban and Environmental Studies (RCUES) Lucknow”

Dear Sir,

I the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and my Proposal (Financial Proposals).

My Financial Proposal is given below.

Service Charge (in %) for _____/- (Percentage in figures)
Manpower Outsourcing Services of Various Office Tasks of RCUES Lucknow
(Percentage in words)

Notes:

1. The service charge should include all charges/deductions to be made by the agency for its services and other liabilities. Please refer Clause 9.3 for the details.
2. Outstation travel shall be undertaken as per request of the Authority. The costs towards travel, boarding and lodging within the State and outside pertaining to this assignment shall be borne by the Authority in case the travel is undertaken at the request of the Authority. The Class of travel and stay shall be as per entitlement of Class-A officer of State Government. Bills for reimbursement hereunder may be submitted on a monthly basis along with a Statement of Expenses, duly certified by the Authorized Representative.
3. Any other charges not shown here are considered included in incidental charges.
4. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
5. GST shall be paid separately to the consultant on applicable rate basis.
6. No escalation on any account will be payable on the above amount.

My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

I undertake that, in competing for (and, if the award is made to me, in executing) the above contract, I will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

I understand you are not bound to accept any Proposal you receive. Yours
faithfully,

(Signature and name of the Applicant)

Address

Mobile No:

E-mail ID:

Form-2 B Financial Proposal

(To be filled & submitted as separately not with Technical Bid otherwise liable to reject)

**Break-Up of Monthly Expenses for various Resource
Manpower for Various Office Tasks for the Regional Centre for
Urban and Environmental Studies
(RCUES) Lucknow**

Manpower Outsourcing Services of Various Office Tasks for the RCUES Lucknow					
S.No.	Designation	Total Posts	Prescribed Monthly Honorarium (INR PM) (Basic + Others)	Total Annual Expense (INR)	Service Charge
I	II	III	IV	V=III*IV	VI
1	Computer Specialist	1	44,940	5,39,280	
2	Project Assistant	1	42,800	5,13,600	
3	Assistant Engineer	1	35,310	4,23,720	
4	Research & Documentation Expert	1	32,100	3,85,200	
5	Office Assistant -1	1	35,310	4,23,720	
6	Office Assistant -2	1	24,610	2,95,320	
7	Account Assistant	1	22,000	2,64,000	
8	Typist -1	1	26,750	3,21,000	
9	Typist -2	1	24,610	2,95,320	
10	Assistant Clerk	1	22,470	2,69,640	
11	Driver	1	31,030	3,72,360	
12	Multi-Tasking Staff/ Office Peon -1	5	24,610	14,76,600	
13	Multi-Tasking Staff/ Office Peon-2	13	22,470	35,05,320	
14	Multi-Tasking Staff/ Office Peon-3	2	21,000	5,04,000	
	Total	31	4,10,010	95,89,080	

Detailed break-up of honorarium to Outsourcing Manpower for RCUES Lucknow						
S.No.	Designation	Total Posts	Basic	Others	Prescribed Monthly Honorarium (INR PM)	Total Honorarium per year
	I	I	III	IV	V	VI
1	Computer Specialist	1	17,976	26,964	44,940	5,39,280
2	Project Assistant	1	17,120	25,680	42,800	5,13,600
3	Assistant Engineer	1	14,124	21,186	35,310	4,23,720
4	Research & Documentation Expert	1	12,840	19,260	32,100	3,85,200
5	Office Assistant -1	1	14,124	21,186	35,310	4,23,720
6	Office Assistant -2	1	9,844	14,766	24,610	2,95,320
7	Account Assistant	1	8,800	13,200	22,000	2,64,000
8	Typist -1	1	10,700	16,050	26,750	3,21,000
9	Typist -2	1	9,844	14,766	24,610	2,95,320
10	Assistant Clerk	1	8,988	13,482	22,470	2,69,640
11	Driver	1	12,412	18,618	31,030	3,72,360
12	Multi-Tasking Staff/ Office Peon -1	5	9,844	14,766	24,610	14,76,600
13	Multi-Tasking Staff/ Office Peon-2	13	8,988	13,482	22,470	35,05,320
14	Multi-Tasking Staff/ Office Peon-3	2	8,400	12,600	21,000	5,04,000
	Total	31	1,64,004	2,46,006	4,10,010	95,89,080

NOTE: Employer contribution to EPF & ESIC will be paid extra to the bidders on submission of EPF and ESIC deposit Challan with details.