REQUEST FOR PROPOSAL (RFP) & BUYER SPECIFIC ATC

FOR

SELECTION OF MANPOWER OUTSOURCING SERVICE PROVIDER

STATE MISSION FOR CLEAN GANGA - UTTAR PRADESH (SMCG-UP)
Department of Namami Gange & Rural Water Supply
Government of Uttar Pradesh
6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj, Lucknow, Uttar Pradesh 226001

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PART - I : INSTRUCTIONS TO BIDDERS & GENERAL CONTRACT TERMS

1. Invitation to Bid

1.1 State Mission for Clean Ganga - Uttar Pradesh (SMCG-UP), working under the Department of Namami Gange & Rural Water Supply, Government of Uttar Pradesh, invites online proposals through the Government e-Marketplace (GeM) in a Two-Packet Bid system (Technical Cover & Financial Cover) from eligible, reputed, and financially sound Manpower Outsourcing Agencies for deployment, management, and seamless retention of 16 Outsourced Resources on a Fixed Remuneration basis at its office located at 6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Lucknow, UP - 226001.

1.2 Bidder shall mean any registered corporate entity (Private/Public Limited Company, LLP, Registered Partnership Firm, or Society) meeting the pre-qualification eligibility criteria specified in Annexure-B of this RFP and capable of fulfilling all statutory obligations including EPF, ESIC, GST, and Labour Department regulations.

2. Disclaimer

2.1 The information contained in this RFP or provided subsequently to Bidders, whether verbally, electronically, or in documentary form by or on behalf of SMCG-UP, is subject to the terms and conditions set out herein. This RFP is not an offer but an invitation to receive bids from eligible agencies. No contractual obligation shall arise until a formal GeM Contract / Agreement is duly signed by the competent authority of SMCG-UP.

2.2 SMCG-UP reserves the right to reject any or all bids, modify parameters, cancel or annul the bidding process at any stage without assigning any reason whatsoever, and without incurring any liability towards affected bidders.

3. Definitions

1. **'Authority / SMCG-UP':** Means the State Mission for Clean Ganga - Uttar Pradesh, Lucknow.
2. **'Service Provider / Agency':** Means the successful bidder selected through this RFP and GeM bidding process.
3. **'Contract':** Means the formal contract agreement entered into between SMCG-UP and the successful Agency.
4. **'Resources / Personnel':** Means the 16 deployed outsourced manpower across administrative, finance, and support cadres.
5. **'Fixed Remuneration':** Means the consolidated monthly pay fixed by SMCG-UP for each role, exclusive of GST and Service Charge.

4. Overview of SMCG-UP

The Namami Gange Programme is a flagship initiative of the Government of India and the Government of Uttar Pradesh aimed at comprehensive pollution abatement, aquatic conservation, and rejuvenation of the River Ganga and its tributaries. SMCG-UP acts as the nodal executing body across Uttar Pradesh. Efficient day-to-day operations of river rejuvenation projects necessitate dedicated and uninterrupted administrative, clerical, accounting, and general office support.

5. Purpose of Engagement

SMCG-UP intends to engage a single, professional Manpower Outsourcing Agency for a period of one (1) year (extendable up to three years based on annual performance review). The selected agency shall administer all HR functions, monthly payroll, biometric attendance, issue identity cards, ensure full compliance with statutory deductions, and address worker grievances.

6. Scope of Work & Manpower Categories

The agency shall be required to deploy and manage exactly thirteen (16) support personnel categorized as follows:

1. **Senior Stenographer (1 Post):** Approved Monthly Fixed Pay: Rs. 46,925/- per month | Function: Admin / Secretarial Support
2. **Cashier (1 Post):** Approved Monthly Fixed Pay: Rs. 33,989/- per month | Function: Finance & Accounts Operations
3. **Team Assistant (1 Post):** Approved Monthly Fixed Pay: Rs. 33,989/- per month | Function: General Administration
4. **Computer Operator (3 Posts):** Approved Monthly Fixed Pay: Rs. 33,989/- each (Rs. 101,967/- total) | Function: MIS & Data Management
5. **Office Peon (10 Posts):** Approved Monthly Fixed Pay: Rs. 17,561/- each (Rs. 1,75,610/- total) | Function: Multi-Tasking & Office Assistance

7. Mandatory Retention Clause for Existing Employees

7.1 In accordance with GeM Bid guidelines (clause 'Additional Qualification/Data Required' referencing approved resource list), the primary objective is to maintain uninterrupted administrative operations. Therefore, the successful agency shall COMPULSORILY retain, onboard, and continue in service all 16 existing outsourced employees currently deployed and performing duties at SMCG-UP.

7.2 The incoming agency must complete onboarding formalities (KYC documents, appointment letters, EPF/ESIC UAN transfer) within 15 calendar days from issuance of the Letter of Award (LoA) without causing any break in their daily official service.

7.3 Emoluments Protection: The monthly wages disbursed to each retained worker must not fall below the fixed amounts specified in this RFP. The agency shall not make any arbitrary cuts, recruitment fees, or administrative deductions from their pay.

7.4 Retrenchment Bar: The agency shall have no right or authority to terminate, replace, or transfer any retained employee without prior formal written orders issued by the Project Director / Additional Project Director, SMCG-UP.

8. Eligibility & Pre-Qualification Criteria

8.1 The bidder must meet all the mandatory eligibility criteria detailed in **Annexure-B**. Key requirements include:

A. Operational standing of minimum 5 years in manpower outsourcing services.
B. Must have a functional Registered or Branch Office within Lucknow, Uttar Pradesh.
C. Minimum Average Annual Turnover of Rs. 14.00 Lakhs over the last three financial years (CA certified with UDIN).
D. Minimum 3 years past experience providing similar manpower services to Central/State Govt. Departments or PSUs.
E. Valid registrations: GSTIN, PAN, EPF, ESIC, and valid Labour License under CLRA Act, 1970.
F. MSEs registered in Uttar Pradesh are eligible for exemption from EMD, turnover, and past experience as per UP state policy.

9. Clarifications & Amendment of RFP Document

Bidders may seek clarifications on any clause of this RFP via GeM portal or email to apd@smcgup.org before the pre-bid queries deadline. Any corrigendum, addendum, or clarification issued by SMCG-UP will be uploaded on GeM and shall be binding on all bidders.

10. Contents of Bid Document

The Bid shall comprise Technical Bid Cover (containing all qualification documents, registrations, experience certificates, affidavits, and signed undertakings) and Financial Bid Cover (Agency Service Charge % submitted online on GeM).

11. Earnest Money Deposit (EMD)

11.1 The bidder shall furnish an EMD of Rs. 90,000/- (Rupees Ninety Thousand Only) via Fixed Deposit Receipt (FDR), Bank Guarantee (BG), or Demand Draft (DD) in favour of 'Project Director, State Mission for Clean Ganga Uttar Pradesh' payable at Lucknow.
11.2 In case of FDR, it must be pledged in the name of Project Director, SMCG-UP. MSEs registered in Uttar Pradesh are exempted from EMD upon uploading a valid Udyam Registration Certificate.

12. Bid Preparation & Submission Guidelines

The bid must be submitted online on the GeM portal (gem.gov.in) before the scheduled deadline. All uploaded documents must be clearly scanned, indexed, and digitally signed / signed and stamped by the authorized signatory holding a valid Power of Attorney.

13. Deadline for Submission of Bids

Bids must be submitted on GeM portal by the date and time stipulated in the Schedule of Events. Late submissions are automatically disallowed by the GeM portal.

14. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids on GeM prior to the bid closing deadline. No modification is permissible after the deadline.

15. Period of Validity of Bids

Bids shall remain valid for a period of 120 days from the bid closing date. A bid valid for a shorter duration shall be rejected as non-responsive.

16. Bid Integrity

Any willful misrepresentation, suppression of facts, or submission of forged credentials shall result in immediate disqualification, forfeiture of EMD, debarment/blacklisting for up to 3 years, and legal proceedings.

17. Bidding Process & Opening of Technical Bids

Technical Bids will be decrypted and opened online on GeM on the scheduled date. The Technical Evaluation Committee of SMCG-UP shall evaluate documents against pre-qualification criteria. Clarifications may be sought within 2 days through the GeM portal.

18. Technical Evaluation Process

Only those bidders who fulfill all mandatory eligibility conditions (Annexure-B), hold a valid Lucknow office, and agree unconditionally to the employee retention clause shall be declared technically qualified.

19. Evaluation of Financial Bids & Service Charge (L-1)

19.1 The basic remuneration of all 16 positions is fixed and non-negotiable. Bidders shall compete exclusively on the Agency Service Charge (%).

19.2 Floor Price: Bids quoting 0.00% or unrealistic/unviable service charges (less than statutory TDS/administrative overhead) shall be summarily rejected to protect worker welfare in line with GeM and UP Finance Department directives.

19.3 In the event of a tie between multiple L-1 bidders, the successful agency shall be chosen automatically via GeM's system algorithm.

20. Contacting the SMCG-UP

No bidder shall contact SMCG-UP officials on any matter relating to its bid from technical opening until contract award. Canvassing or lobbying of any nature will result in summary rejection.

21. Powers to Vary or Omit Work (Option Clause)

In accordance with GeM standard terms, SMCG-UP reserves the right to increase or decrease the quantity of deployed resources or contract duration by up to 25% at the time of award or during the contract period at the same contracted rates.

22. No Waiver of SMCG-UP Rights

No failure or delay by SMCG-UP in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any acceptance of bills constitute a waiver of statutory compliance defaults.

23. Contract Amendments

No variation or modification of contract terms shall be made except through a formal written amendment mutually agreed upon and signed.

24. SMCG-UP Right to Accept Any Bid and Reject Any or All Bids

SMCG-UP reserves the right to accept or reject any proposal, annul the selection process, or reject all proposals without assigning any reason.

25. Performance Bank Guarantee (PBG / FDR)

The successful agency must furnish a Performance Security of 5% of the total contract value in the form of a Bank Guarantee (BG) or FDR pledged in favour of 'Project Director, State Mission for Clean Ganga Uttar Pradesh' within 15 days of contract award, valid for 14 months.

26. Penalties & Service Level Agreements (SLAs)

Failure to meet agreed operational benchmarks will attract liquidated damages as specified in Annexure-H (e.g. Rs. 1,000/- per day for delayed salary).

27. Right to Verification

SMCG-UP reserves the right to inspect the bidder's Lucknow office, verify original documents, and examine statutory registers at any time.

28. Right to Audit

The agency shall maintain all employee registers, ECR challans, and salary disbursement records open for audit by SMCG-UP or Govt. auditors.

29. Sub-Contracting (Strict Prohibition)

The selected service provider is strictly prohibited from sub-contracting, outsourcing, or transferring any portion of this contract.

30. Limitation of Liability

The contractor's total cumulative liability under the agreement shall be limited to the total annual contract value, provided that this limitation shall not apply to third-party labour claims, statutory damages, or gross misconduct.

31. Confidentiality

The agency and its deployed personnel shall maintain absolute confidentiality regarding all official data, files, and project documents of SMCG-UP.

32. Vendor's Obligations & Code of Conduct

The vendor shall be fully responsible for the good conduct, discipline, and regular attendance of the deployed workforce, ensuring issue of ID cards and proper office decorum.

33. Conflict of Interest

The agency warrants that it does not have any conflict of interest with SMCG-UP or any ongoing assignment that could impair its objectivity.

34. Fraud and Corrupt Practices

Corrupt, fraudulent, coercive, undesirable, or restrictive trade practices will result in immediate contract termination, forfeiture of PBG, and debarment.

35. Termination for Default / Insolvency / Convenience

SMCG-UP may terminate the contract with a 30-day written notice in case of continuous performance failure, default in statutory deposits, insolvency, or for administrative convenience.

36. Disputes & Arbitration

All disputes arising out of this contract shall be settled amicably. Failing amicable settlement, the matter shall be referred to a Sole Arbitrator appointed by the Project Director, SMCG-UP. The arbitration shall be conducted in Lucknow under the Arbitration and Conciliation Act, 1996.

37. Applicable Law & Jurisdiction (Lucknow)

The contract shall be governed by the laws of the Republic of India and subject to the exclusive jurisdiction of the Courts at Lucknow, Uttar Pradesh.

38. Taxes, Duties & TDS Deductions

Applicable Income Tax (TDS), GST-TDS, and statutory deductions shall be effected at source from monthly invoices as per prevailing laws.

39. Terms of Monthly Payment & Reimbursement

The agency shall submit monthly invoices accompanied by verified biometric attendance, wage disbursement bank statements, EPF & ESIC ECR challans, and GST deposit proof. Payments will be released following due verification.

40. Buyer Added Bid Specific Additional Terms (ATC) on GeM

The specific buyer terms uploaded on the GeM portal (Lucknow office condition, MSE exemption, 100% staff retention, and minimum viable service charge) shall form an integral and overriding part of this contract.

PART – II

SCHEDULE OF EVENTS

41. Schedule of Events / Key Timelines

Tender Inviting Authority	Project Director, State Mission for Clean Ganga - Uttar Pradesh (SMCG-UP)
Office Address	6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Hazratganj, Lucknow - 226001
GeM Bid Publication Date	As indicated on GeM Portal
Bid Submission Closing Date & Time	As per GeM Bid notification (Typically 15 days, 15:00 Hrs)
Technical Bid Opening Date & Time	Next working day following bid closing deadline (at 15:30 Hrs)
Financial Bid Opening Date	To be notified on GeM to technically qualified bidders
Bid Validity Period	120 Days from the bid closing date
Earnest Money Deposit (EMD)	Rs. 90,000/- (Rupees Ninety Thousand Only) - Pledged in favour of Project Director, SMCG-UP

PART - III : SERVICE LEVEL AGREEMENT (SLA)
(Manpower Outsourcing Services - Fixed Remuneration Based)

42. Agreement Overview

This Service Level Agreement ('SLA' or 'Agreement') governs the contract between the Buyer (State Mission for Clean Ganga - Uttar Pradesh) and the Manpower Hiring Agency/Service Provider. The purpose of this Agreement is to facilitate implementation of Manpower Hiring Services at the Buyer's premises, or any other designated office premises approved by the Buyer. This Agreement outlines the scope of work, Buyer's obligations, Service Provider's obligations, special terms and conditions related to service delivery, deductions, and payment terms. The Agreement remains valid till completion of scope of services or end of contractual duration unless mutually extended by both parties.

The Services contracts placed through GeM shall be governed by the following hierarchy of terms and conditions:
I. BID / Reverse Auction specific Additional Terms & Conditions (ATC) as specified by the buyer.
II. Service Specific Standard Terms and Conditions ('STC') of the Services contracts which include this Service Level Agreement (SLA).
III. General Terms and Conditions for Services (GTC) on GeM.
The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.

43. Objectives and Goals

The objective of this Agreement is to ensure that all commitments and obligations are in place to guarantee consistent and uninterrupted delivery of services to Buyer by Service Provider. The key goals are:
I. Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties.
II. Present a clear, concise, and measurable description of services offered to the Buyer.
III. Establish terms and conditions for all involved stakeholders, including actions to be taken in case of failure to comply with specified conditions.
IV. Ensure that both parties understand the legal and operational consequences in case of service termination.

44. Parties to the Agreement

1. Buyer: State Mission for Clean Ganga - Uttar Pradesh (SMCG-UP). The Buyer is responsible for providing clear instructions, official workspace, approvals, and timely payment for verified services rendered.

2. Service Provider: The selected Manpower Outsourcing Agency. The Service Provider is responsible for delivering all required services, regular salary disbursement, statutory deposits, and personnel management in a timely and professional manner.

Terms & Conditions

45. - Buyer's Obligations

I. Workspace & Infrastructure: The Buyer shall provide workspace (seating area, work desk, furniture, electricity, internet, stationery, printers, etc.) for official use only.
II. Entry & Gate Passes: The Buyer shall arrange necessary gate passes/entry permits for deployed personnel to access office premises.
III. Training: The Buyer shall directly or in consultation with the Service Provider provide training on department-specific software, portals, or tools.
IV. Basic Amenities: Clean drinking water, washrooms, and basic hygiene facilities will be provided at the designated office.
V. Official Travel (TA/DA): TA/DA shall be payable directly by the Buyer in case official outstation travel is required, subject to prior approval.
VI. Leave Entitlement: In case of 5 working days per week, manpower is entitled to 18 days casual leave per year on a pro-rata basis. Beyond specified leaves, absence without substitute will be treated as Leave Without Pay (LWP).
VII. Right to Remove/Replace: The Buyer shall have the right to have any undesirable or non-performing personnel removed with proper reasoning.
VIII. Mandatory Retention of Existing Resources: In accordance with GeM functionality, the Buyer declares upfront that all sixteen (16) existing trained resources currently deployed under the old contract must be retained by the new Service Provider. The new Service Provider shall NOT levy any registration fees, security deposits, or charges on the retained resources for onboarding them.
IX. Annual increments, bonuses, and any other benefits may be provided subject to the approval of the Project Director.

46. Service Provider's Obligations

I. Wage Payments: Responsible for paying wages at rates not less than the approved fixed remuneration / minimum wages notified by the Government.
II. Bonus & Gratuity: Responsible for paying bonus under Payment of Bonus Act, 1965 and proportionate gratuity under Payment of Gratuity Act, 1972.
III. No Subcontracting: The Service Provider shall not assign its rights or obligations nor enter into any subcontract without written consent.
IV. Documentary Verification: Provide verified resume, qualifications, and police verification certificate for all deployed staff.

V. Mandatory Documents: Submit monthly deployed staff list, photo ID cards issued within 8 days of joining, and UAN / PF account numbers.

VI. Nomination of SPOC: Designate a dedicated Single Point of Contact (SPOC) for day-to-day coordination with SMCG-UP.

VII. Attendance Tracking: Ensure daily attendance is recorded in the biometric system / official attendance registers.

VIII. Discipline & Misconduct: Fully responsible for good conduct and prompt replacement within 2 days in case of employee misconduct.

IX. Confidentiality & Non-Disclosure: Ensure all staff sign NDAs and keep official department files, maps, and financial data strictly confidential.

X. Employer Status: The Service Provider is the sole 'Employer'. Deployed personnel shall have no claim of regular employment against SMCG-UP.

XI. Timely Take-Home Salary: Must disburse salaries into individual bank accounts on or before the 7th of every calendar month through NEFT/RTGS.

XII. Timely EPF & ESIC Deposit: Deposit both employee and employer shares of EPF and ESIC on or before the 15th of the month and submit ECR returns within 7 days.

47. Statutory Compliance & Floor Price

I. Principal Employer Liability: As per the Contract Labour (Regulation & Abolition) Act, 1970, if the contractor fails to pay wages on time or makes short payments, the Principal Employer (SMCG-UP) shall be liable to pay wages directly and recover the amount from the contractor.

II. Minimum Service Charge Floor (3.85%): In compliance with Department of Expenditure (DoE) OM No. F.6/1/2023-PPD dated 6th January 2023, the minimum service charge is fixed at 3.85%. Bids quoting less than 3.85% shall be rejected.

III. Wage Variation Protection: Any increase in minimum wages or statutory levies during the contract tenure shall be reimbursed at actuals; however, the percentage service charge shall remain unchanged.

IV. No Advance Payment: No advance payment shall be admissible. Payment shall be released only on monthly invoicing supported by wage disbursement proof, biometric attendance, and EPF/ESIC deposit challans.

48. Detailed Deduction Matrix

Deductions and liquidated damages shall be strictly enforced based on the schedule below:

S.N.	Service Deficiency / Violation Description	1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower as per joining date	Up to 15 Days: 1 day wages of non-deployed resource per day.	Beyond 15 days: Contract cancellation with charges @ 10% of order value.	Forfeiture of PBG & Debarment for 3 years.
2	Disclosure of confidential official information/documents	Contract cancellation with 10% charges, recovery of losses & legal action.	N/A	N/A
3	Theft, loss of material, articles or property damage	Actual recovery of value + replacement of employee in 2 days.	Actual recovery of value + replacement in 2 days or contract cancellation.	Contract cancellation with charges @ 10% of order value.
4	Disobedience or serious misconduct of employee	Warning / counselling of employee as decided by Buyer.	Immediate replacement within 2 days & warning to Service Provider.	Contract cancellation with charges @ 10% of order value.
5	Absence / leave > 2 days without substitute	Substitute in 2 days; else up to 15 days, 1 day wage deduction per day.	Substitute in 2 days; else up to 15 days, 2 days wage deduction per day.	Contract cancellation with charges @ 10% of order value.
6	Illegal/corrupt practice or collusion with third parties	Immediate replacement within 2 days or contract cancellation @ 10%.	Contract cancellation with charges @ 10% of order value.	Blacklisting & Criminal proceedings.
7	Delay in take-home salary or EPF/ESI deposit	Rs. 100/- per day per resource + warning to deposit within 7 working days.	Rs. 200/- per day per resource + complete hold on agency payments.	Contract cancellation with charges @ 10% of order value.

49. Mandatory Undertaking against Unlawful Wage Deductions

The Service Provider shall submit the following mandatory undertaking on its letterhead: "The Service Provider hereby undertakes that it will not charge or accept any money/fee or deductions in whatever name, manner or form, nor make any unlawful deductions from the compensation/salary of the manpower/employees/resources engaged by it and deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of Contract and action as per GeM Incident Management Policy."

50. Applicable Central Labour Laws (Indicative Statutory Schedule)

The Service Provider must maintain full compliance with all relevant enactments, including but not limited to: The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Payment of Bonus Act 1965, The Equal Remuneration Act 1976, The Contract Labour (Regulation & Abolition) Act 1970, The Employees Provident Funds & Miscellaneous Provisions Act 1952, The Employees State Insurance Act 1948, The Maternity Benefit Act 1961, The Payment of Gratuity Act 1972, and The Child Labour (Prohibition & Regulation) Act 1986.

Annexure - A

Bid Form (Technical Bid Covering Letter)

(To be submitted on Official Letterhead of the Bidding Entity)

To,
The Project Director,
State Mission for Clean Ganga - Uttar Pradesh (SMCG-UP),
6-Rana Pratap Marg, U.P. Jal Nigam Head Quarter, Lucknow - 226001

Sub: Submission of Proposal for Selection of Manpower Outsourcing Agency for Deployment of 16 Support Resources (Fixed Remuneration Basis).

Dear Sir,
Having examined the RFP, Buyer ATC, and GeM Bid Document, we, the undersigned, offer to provide manpower outsourcing services in full conformity with the terms, conditions, and scope of work specified herein.
We hereby declare and confirm:
1. All information furnished in our proposal is true, complete, and authentic.
2. We agree unconditionally to retain, onboard, and continue in service all 16 existing outsourced staff currently working at SMCG-UP.
3. Our bid remains valid for 120 days from the bid submission closing date.
4. We understand that SMCG-UP is not bound to accept the lowest or any bid received.

Yours faithfully,

Authorized Signatory: _____
Name & Designation: _____
Company Seal & Date: _____

Annexure -B

Bidder Eligibility & Pre-Qualification Formats

Bidders must submit documentary proof against each pre-qualification parameter tabulated below:

S.N.	Eligibility Parameter	Mandatory Document Required	Compliance (Yes/No)
1	Legal Entity (Company / LLP / Registered Firm - 5+ Yrs)	Certificate of Incorporation / Registration & MoA / Deed	[ ]
2	Office Presence in Lucknow, UP	GST Registration / Lease Deed / Trade License in Lucknow	[ ]
3	Average Annual Turnover >= Rs. 14.00 Lakhs (last 3 FYs)	CA Certified Turnover Certificate with UDIN & Balance Sheets	[ ]
4	Past Experience: 3+ Years Manpower Supply to Govt/PSUs	Work Orders / Client Completion Certificates	[ ]
5	Statutory Registrations	Copies of GSTIN, PAN, EPF, ESIC & CLRA Labour License	[ ]
6	Non-Blacklisting Undertaking	Notarized Affidavit on Rs. 100/- Stamp Paper (Annexure-K)	[ ]
7	Mandatory Staff Retention Undertaking	Notarized Affidavit on Rs. 100/- Stamp Paper (Annexure-M)	[ ]
8	MSE Registration (if seeking exemption)	Valid UP Udyam Registration Certificate	[ ]

Annexure – C

Manpower Remuneration Schedule (16 Approved Positions)

The 16 outsourced positions sanctioned by SMCG-UP with their fixed monthly emoluments are tabulated below

S.N.	Role / Designation	Category	Qty	Min. Qualification & Exp.	Fixed Pay/Month (INR)	ESI Employer Share (3.25%)	Total Monthly Pay (INR)
1	Senior Stenographer	Admin	1	Graduate, English/Hindi Shorthand (3-7 yrs)	Rs. 46,925/-	-	Rs. 46,925/-
2	Cashier	Finance	1	Graduate in Commerce (3-7 yrs exp.)	Rs. 33,989/-	-	Rs. 33,989/-
3	Team Assistant	Admin	1	Graduate in any stream (3-7 yrs exp.)	Rs. 33,989/-	-	Rs. 33,989/-
4	Computer Operator	Admin/IT	3	Graduate, MS Office & Typing (0-3 yrs)	Rs. 33,989/-	-	Rs. 1,01,967/-
5	Office Peon	Admin	10	Secondary School (High School) (0-3 yrs)	Rs. 17,561/-	Rs. 571/-	Rs. 1,81,320/-
	Total Deployed Strength		**16**			**Rs. 5,710/-**	**Rs. 3,98,190/-**

Annexure - D

Bidder Organization Profile & Details

(To be submitted on Official Letterhead with self-attested supporting enclosures)

Name of Bidding Entity	
Type of Legal Entity (Pvt Ltd / Public Ltd / LLP / Partnership)	
Year of Incorporation & Reg. Number	
Registered Head Office Address	
Lucknow Office Address & Contact Details	
Name, Designation & Mobile No. of Nodal Officer	
GSTIN & PAN Numbers	
EPF & ESIC Registration Code Numbers	
Labour Department License Number & Validity	

Annexure – E

Format for CA Certified Turnover Certificate

[TO BE ISSUED ON CHARTERED ACCOUNTANT'S LETTERHEAD WITH UDIN]

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its registered office at _____, has achieved the following financial turnover during the last three (3) audited financial years:

Financial Year	**Annual Turnover (INR in Lakhs)**	**Net Profit / (Loss) (INR Lakhs)**
FY 2022-23	Rs.	Rs.
FY 2023-24	Rs.	Rs.
FY 2024-25	Rs.	Rs.
Average Annual Turnover	**Rs.**	**Rs.**

Signature & Seal of Chartered Accountant:
Name of CA: _____
Membership No.: _____
Firm Registration No. (FRN): _____
UDIN No.: _____
Date & Place: _____

Annexure – F

Scope of HR Operations & Detailed Job Responsibilities

The Agency shall oversee day-to-day HR support for the 16 deployed staff, including:

1. Maintenance of Biometric Attendance & Leave Registers in coordination with SMCG-UP Administration.

2. Mandatory monthly salary transfer into bank accounts through electronic NEFT/RTGS by the 7th of every month.

3. ESIC (3.25%) contributions and submission of employee-wise ECR challans.

4. Issuance of bilingual Photo ID Cards and uniform badges (where applicable).

5. Providing suitable replacements within 3 working days in case of prolonged leave or resignation.

6. Ensuring strict confidentiality and adherence to the State Government's Code of Conduct.

Annexure – G

Proforma for EMD Bank Guarantee / FDR Pledging

To,

The Project Director,

State Mission for Clean Ganga - Uttar Pradesh,

Lucknow - 226001

WHEREAS _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for Hiring of Manpower Outsourcing Agency at SMCG-UP.

KNOW ALL MEN BY THESE PRESENTS that We _____ (Name of Bank), having our registered office at _____, bind ourselves unto the State Mission for Clean Ganga - Uttar Pradesh in the sum of Rs. 90,000/- (Rupees Ninety Thousand Only), for which payment will truly be made upon first written demand.

This guarantee shall remain in force up to 165 days from the bid opening date and shall be operatable at our branch in Lucknow, UP.

Annexure H:

Penalty Matrix & Liquidated Damages Schedule

S.N.	Service Default / Operational Deficiency	Prescribed Penalty Rate
1	Delay in salary disbursement beyond 7th of the month	Rs. 1,000/- per day of delay
2	Default in depositing EPF / ESIC monthly challans	5% deduction on monthly billing + legal action
3	Unexcused absence / failure to provide replacement in 3 days	Double the proportionate daily wage deducted
4	Misconduct / Indiscipline of deployed staff	Immediate removal within 48 hrs + Rs. 500/day penalty
5	Persistent failure or abandonment of services	10% of contract value + forfeiture of PBG & debarment

Annexure – I

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT entered into at Lucknow between State Mission for Clean Ganga - Uttar Pradesh (SMCG-UP) and M/s

_____ (Service Provider).

The Service Provider undertakes that all official files, communications, engineering records, sewage/drainage project data, and IT credentials of SMCG-UP shall be held in strictest confidence and shall not be disclosed to any third party. This confidentiality obligation shall survive perpetually beyond contract expiry.

Annexure – J

Proforma for Performance Bank Guarantee (PBG)

To,

The Project Director,

State Mission for Clean Ganga - Uttar Pradesh,

Lucknow - 226001

WHEREAS M/s _____ (hereinafter called 'the Service Provider') has received Letter of Award No. _____ dated _____ to provide Manpower Outsourcing Services (16 Posts) to SMCG-UP.

AND WHEREAS it has been stipulated that the Service Provider shall furnish a Bank Guarantee for 5% of the total contract value (Rs. _____/-) as performance security.

We, _____ (Name of Bank), irrevocably undertake to pay SMCG-UP upon its first written demand without any demur or argument. This guarantee shall remain valid for 14 months and shall be operatable at our Lucknow branch.

Annexure – K

Format for Non-Blacklisting Declaration & Integrity Undertaking

(On Non-Judicial Stamp Paper of Rs. 100/- Duly Notarized)

We, M/s _____, do hereby solemnly declare and affirm:

1. That our entity has never been blacklisted, debarred, or suspended by any Central/State Govt. Department or PSU.

2. That no criminal case, chargesheet, or enquiry by CBI/ED/Police is pending against our Directors, Partners, or Firm.

3. That we have not indulged in corrupt, fraudulent, or collusive bidding practices.

Deponent (Authorized Signatory): _____

Verification & Seal: _____

Annexure – L

Power of Attorney Format

(On Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS that We, M/s

_____, having our registered office at

_____, do hereby nominate, constitute and appoint Mr./Ms. _____, whose signature appears below, as our true and lawful Attorney to represent, sign, and submit all documents pertaining to GeM Bid No. GEM/2026/B/XXXXXXX floated by SMCG-UP.

Specimen Signature of Attorney: _____

Executed for and on behalf of the Board/Partners: _____

Annexure – M

Undertaking for Mandatory Retention of Existing Staff

(On Non-Judicial Stamp Paper of Rs. 100/- Duly Notarized)

I/We, _____, Authorized Representative of M/s _____, do hereby solemnly affirm and undertake as follows:

1. Our agency unconditionally agrees to retain, onboard, and continue in service all thirteen (16) existing outsourced employees currently deployed at the State Mission for Clean Ganga - Uttar Pradesh (SMCG-UP), Lucknow, without any service interruption.

2. We guarantee that each employee shall receive the full approved monthly remuneration (Senior Stenographer: Rs. 46,925/-, Cashier: Rs. 33,989/-, Team Assistant: Rs. 33,989/-, Computer Operator: Rs. 33,989/-, Office Peon: Rs. 17,561/-) without any unauthorized deduction.

3. No existing worker shall be removed, transferred, or replaced without prior formal written orders from SMCG-UP.

Deponent & Company Seal: _____

Annexure – N

Financial Bid (Price Schedule / BoQ on GeM)

Financial evaluation shall be conducted on the GeM portal based on the Agency Service Charge (in %).

The cost structure is outlined below:

Component	**Basis / Amount**	**Statutory Rule / Evaluation Remark**
Component	Basis / Amount	Statutory Rule / Evaluation Remark
Basic Remuneration (16 Posts)	Rs. 3,98,190/- per month (Rs. 47,78,280/- annually)	Fixed by SMCG-UP (Non-negotiable)
Employer ESIC Contribution	3.25% (where applicable)	Mandatory Statutory Compliance
Agency Service Charge (%)	To be quoted by Bidder (e.g. X.XX %)	Criteria for L-1 Determination
Goods & Services Tax (GST)	18.00% (or prevailing rates)	Reimbursable Extra at Actuals