

# REQUEST FOR PROPOSAL (RFP) FROM THE DAY-NRLM, MORD, GOI- EMPANELLED TECHNICALLY QUALIFIED HR AGENCIES

FOR

# ENGAGEMENT OF PERSONNEL FOR TRIPURA RURAL LIVELIHOOD MISSION (TRLM)

# RFP No: F.5(30)/RD/TRLM/2021/P/ 7713 Dated: 03/01/2022

# INVITED BY -TRLM, RD DEPARTMENT GOVERNMENT OF TRIPURA

Office of the SMMU, TRLM, Bholanada Palli, Near Bholagiri Ashram, Opposite of EPF Office Agartala– 799006

### THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects.

Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by the TRLM, RD Department, Government of Tripura. The TRLM, RD Department, Government of Tripura will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of TRLM, Rural Development Department or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document. The project titled as "Engagement of personnel through HR agencies for implementation of Tripura Rural Livelihood Mission (TRLM), Tripura." Interested Bidders from the empanelled list of DAY-NRLM, MoRD are required to submit their bid with relevant documents as mentioned in the tender document. This RFP document is not an offer by the TRLM but an invitation to receive financial bid from the technically qualified DAY-NRLM empanelled HR agency. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officer of TRLM with the selected agency. This RFP document is not appropriate for all except for the technically qualified empanelled HR agency of DAY-NRLM, MoRD. The clauses mentioned in the RFP is correct in the best of the knowledge of the TRLM and the interested agency has to adhere to it strictly. However, for any further clarification the intending agencies may seek clarification within the stipulated time as mentioned for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal. The TRLM, RD Department reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that the TRLM, RD Department is bound to select a Bidder. The TRLM, RD Department reserves the right not to proceed with this RFP or to change the process or procedure to be applied. The TRLM, RD Department is in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP or cancel as per its requirements.

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# 1. Section - A

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# 1.1 Important dates in connection with this bid

SL	Information	Details
1	Tender Publication Detail	The tender form can be seen and downloaded from the website <u>http://www.tripuratenders.gov.in</u> .
2	Date of commencement of Bid	03.01.2022
3	Last Date & Time of Receiving Queries	10.01.2022 upto 3.00PM
4	Date of clarification to all bidders by TRLM/RD Department	17.01.2022
5	Corrigendum (if any)	17.01.2022
6	Last Date and Time for Receipt of e- Bid	24.01.2022 upto 3.00PM
7	Date and Time of Opening of Tenders	25.01.2022
8	Bid Validity Period	180 days from the last date for submission of bids.
9	EMD Amount	Rs. 1,00,000/- (Rupees one lakh ) (Refundable)
10	Performance Bid Security (PBG) Amount	5% of work order value
11	Address for communication	Office of the SMMU, TRLM, Bholagiri, Agartala, 799006
12	Contact person	Chief Executive Officer, Tripura Rural Livelihood Mission (TRLM).
13	Contact email	<u>smm.me.trlm@gmail.com</u> <u>smm.fin.trlm@gmail.com</u>
14	Contact Phone No.	0381-2976146 (Between 10.00 Hours to 17.50 Hours)

2. Section – B

#### 2.1 Introduction

- Tripura Rural Livelihood Mission (TRLM) Society was formed as an autonomous society in the year 2012 within the Rural Development Department, Government of Tripura (Reg. No. 6230 of 2011). The society has been created to serve as a special purpose for implementation of flagship poverty reduction programmes of GoI in the State. The Structure of the TRLM has been designed to implement Deendayal Antyodaya Yojana-National Rural Livelihood Mission (DAY-NRLM) and Deen Dayal Upadhayaya–Grameen Kaushalya Yojana (DDU-GKY) in the State. TRLM expanded the implementation of DAY-NRLM to all 8 districts and 58 blocks during 2019-20. A dedicated State, District and Block level Mission Management Units are being setup as permanent structure in TRLM to implement the poverty alleviation programme in the State. Presently NRLM is covering 8 districts and 58 blocks through the intensive approach. Till (30.09.2021), the mission has reached to 269135 families and they have been mobilized into 28937 SHGs and 1332 village organization of SHGs and 34 Cluster Level Federation (CLF) of SHGs.
- 2. TRLM aims to empanel and develop talented aspirants who have passion for working with poor and have the potential to become mature development professionals. These empanelled persons of TRLM will help, learn and acquire requisite skills, knowledge and experience for serving the development sector within TRLM. TRLM expects empanelled persons to accomplish its mission of poverty reduction in Tripura. It will be a unique opportunity for the personnel to learn social mobilization, financial inclusion and livelihood promotion approaches of NRLM to fight against the poverty through well-structured thematic exposure and work experience in the grassroots.
- 3. The selected HR agency shall do the empanelment of personnel on behalf of TRLM. The agency shall prepare attractive advertisement of TRLM to attract the best aspirants as per requirement of TRLM. The agency shall conduct the recruitment drive on offline mode as and when required. The final online interview shall be conduct by the concerned agency before the Selection Committee. The Selection committee for the final interview shall consist of CEO, TRLM, thematic experts from NRLM, GoI.

### 2.2 Invitation of Bids and Terms & Conditions

e-Tenders are invited by Tripura Rural Livelihood Mission (TRLM), a society under the Rural Development Department, Govt. of Tripura, from MoRD empanelled agencies under Two Bid System i.e. Technical Bid and Financial Bid for engagement of Manpower for "Engagement of personnel through HR agencies for implementation of Tripura Rural Livelihood Mission (TRLM), Tripura", which is extendable on satisfactory performance and mutual consent of the Competent Authority and the agency on the terms and conditions mentioned in the tender document or unless terminated in accordance with the terms and conditions mentioned herein.

#### 2.3 Name and address of the authority

Chief Executive Officer, Tripura Rural Livelihood Mission (TRLM), Rural Development Department, Government of Tripura, State Mission Management Unit (SMMU), Near Bholagiri Ashram, Opposite to OPFO Office, Agartala 799006

## 2.4 Distribution of tender document

The tender document can be downloaded from www.tripuratenders.gov.in portal.

## 2.5 Contact person

For any Clarifications Dr. Dipayan Ghosh, SMM (M&E), TRLM. Mr. Anirban Dasgupta, SMM (Finance), TRLM. <u>smm.me.trlm@gmail.com</u> <u>smm.fin.trlm@gmail.com</u>

#### 2.6 Instruction to the bidders for pursuing the e-tender.

2.6.1 Eligible bidders shall participate in tender online through the government eprocurement portal only at <u>http://tripuratenders.gov.in</u>. There is no need to submit any hard copy of any document to TRLM office. Tender shall be a two-stage bidding system:

> Technical bid:-As the technical evaluation is already done by the MORD, GoI, so selection of agency shall not be done on technical proposal, this is only to get the detailed work plan of the agency)

#### Financial bid:-

2.6.2 Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2/Class 3 Digital Signature certificate (DSC), from any of the certifying · authorities, enlisted by Controller of Certifying Authorities (CCA) at http://cca.gov.in.

2.6.3 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of Bid Document and the work order shall be executed as per the provisions of the terms of work order.

2.6.4 Bid Security (EMD) shall be paid online through e-tender portal. Payment can be made by using the available online net banking facility in the e-tender portal.

2.6.5 The Bidding Documents are meant for the exclusive purpose of bidding against this tender document and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

2.6.6 Downloaded RFP, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in RFP and Bid Document.

#### 2.7 Submission of Technical proposal

- 1. Covering Letter
- 2. The signed copy of the RFP.
- 3. The letter of Interest in the format of Annexure-II.
- 4. Work Plan in the format of Annexure-III.

# If the bidder submits incomplete technical proposal the bid will be summarily rejected.

Tenders are to be submitted in two COVERs at a time for the work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded. The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

The Bidder should ensure that the documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of

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The Bidder should ensure that the documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum if any related to the tender and upload the latest updates as part of the tender.

The Technical Bid should contain scanned copies and/or declarations in the following standardized formats.

#### **My Document**

All the required and appropriate documents /certificates related to minimum eligibility criteria and Technical Scoring sheet are to be uploaded with digital signature in the 'My Document' COVER option available after login in the e-procurement portal <u>http://tripuratenders.gov.in</u>. Bidders are requested to scan the necessary documents in 100 dpi resolution into PDF. 'My Document' shall be populated prior to real time biding so that the uploaded documents/certificates stored in 'My Document' could be appropriately clubbed / Checked for incorporation in the Bid during real time bidding.

#### 2.8 Submission of Financial Bids

#### 2.8.1 Financial Bid

The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded BOQ for the related work, and upload the same in the designated location of Financial Bid.

#### Documents to be submitted in the Financial Bid are:

i) BoQ in .xls format-

Bill of Quantity (BoQ) i.e. Price schedule, which is the Rate quoting sheet in MS-Excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BoQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BoQ).

#### 2.8.2 BoQ (Price Schedule) Tampering

The BoQ (Price schedule) as specified in this document is meant for downloading by the Bidders for filling up the relevant fields stipulated for rates & bidder's particulars that leads to eventual uploading as Financial Bid. The BoQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/ enabled to run.

Bidders are hereby requested not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BoQs with stated violations will be treated as Tampered BoQs and Bids uploaded with Tampered BoQs will be summarily rejected.

It is mentioned here that the financial bid are to be submitted by the agency only on agency charge and applicable taxes. The remuneration structure, applicable allowances as mentioned in the RFP document are already fixed and there shall not be any deduction from the remuneration of the personnel by the agency. The rate to be quoted by the agency shall be in terms of percentage of agency charge on the project cost only, which shall not be exceeded 8.33% of the total project cost as per the MbRD, GoI letter no. J-11060/30/2018-RL dated 23<sup>rd</sup> August, 2019. However, it is also clarified that after the finalization of the RFP the selected bidder shall claim the agency charge only on effective project cost, as per the man in position for a particular month.

#### 2.9 Addendum/amendments/corrigendum/ Cancellation of the RFP Process

Before the last date for uploading of Tenders, the authority may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum/corrigendum.

Any addendum/amendments/corrigendum issued by the authority shall be part of the tender and shall be published in the e-procurement portal Document it at http://www.tripuratenders.gov.in. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, TRLM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently in order to keep themselves updated for taking further course of action from their end.

The RFP process may be cancelled at any point of time in whole / part without assigning any reason.

#### 2.10 Important Instruction to the Bidder

- 2.10.1 Bidder shall take separate printout of all ANNEXURES and shall fill the necessary information & put signature with stamp/seal, and then scan them into PDF (in 100 dpi resolutions). Finally, those documents should be uploaded (with digital signing) in Bidder's COVER "My Document". If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable blacklisting and their E.M.D. will be forfeited.
- 2.10.2 The concerned agency who stands blacklisted/banned /debarred either by Tender inviting authority or Govt. of Tripura or by any other State/ Central Govt and its procurement agencies on the date of bid submission shall not be eligible to participate in the tender.
- 2.10.3 Bid Opening: The Bid will be opened online by the designated Bid Openers at the office of TRLM, Agartala, Tripura at the Time, Date and Venue as specified in the Bid Documents.
- 2.10.4 Bid will be evaluated against the specified parameters / criteria set out in this Page 10 of 38

document. The result of bids evaluation can be seen in the e-Procurement application https://tripuratenders,gov.in by all the bidders who participated in the bid.

2.10.5 Tendering Authority reserves the right to cancel/withdraw this tender without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

#### 2.11 Minimum Eligibility Criteria

- 1. In respect to the letter of MoRD, GoI vide No.: J-11060/30/2018-RL dated 23<sup>rd</sup> August, 2019 and subsequent communication of MoRD only following empanelled agencies are eligible to participate in the bid.
  - a. Srijan Infratech & Development Services Pvt. Ltd.
  - b. Strategic Alliance Management Services Pvt. Ltd.
  - c. TM Inputs & Services P Ltd.
  - d. T&M Services Consulting Pvt. Ltd.
- Tripura State Rural Livelihoods Mission (TRLM) is now inviting proposal from the following NRLM, MoRD empanelled technically qualified consulting Firms for "Engagement of personnel through HR agencies for implementation of Tripura Rural Livelihood Mission (TRLM), Tripura." to support the state of Tripura.
  - e. Srijan Infratech & Development Services Pvt. Ltd.
  - f. Strategic Alliance Management Services Pvt. Ltd.
  - g. TM Inputs & Services P Ltd.
  - h. T&M Services Consulting Pvt. Ltd.
- 3. It is not permissible to transfer this invitation to any other firm.
- 4. Consultants are required to note the key dates and submit the Proposal through the
- 5. The HR Agency is required to provide 106 (one hundred six) personnel in different category of post.
- 6. It may be noted that for the purpose of evaluation of the proposals, the client will consider amount quoted in FIN -1 including all applicable taxes and costs.
- 7. Firms will be selected under Least Cost Selection Method (LCS) procedures. In case, the financial bid is same for two or more agencies then the agency shall be selected by lot by the CEO, TRLM whose decision shall be final.
- 9. In case of any query or clarification is required that shall be informed in writing to the undersigned through a letter via email by the stipulated date fixed for seeking clarification.

smm.me.trlm@gmail.com, smm.fin.trlm@gmail.com

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10. The personnel to be deployed within 60 days from the date of issuance of Work Order by TRLM.

#### 2.12 Period of Work Order

The Agency would be appointed for a period of 3 (three) years from the date of receiving work order. The agency may be further extended based on the performance subject to the discretion of CEO, TRLM on mutual consent, however the decision of TRLM shall be final. It is clarified that, on the ground of non-satisfactory performance by the agency the work order/ contract may be cancelled prematurely for which the agency can't claim any compensation.

#### 2.13 Documents to be uploaded

- 1. Covering Letter
- 2. The signed copy of the RFP.
- 3. The letter of Interest in the format of Annexure-II.
- 4. Work Plan in the format of Annexure-III.

#### 5. Section - C

#### 3.1 Scope of Work

The CEO, TRLM, RD Department, Government of Tripura invites proposals from the MoRD empanelled HR agencies of DAY-NRLM for "Engagement of personnel through HR agencies for implementation of Tripura Rural Livelihood Mission (TRLM), Tripura."

This Letter of Invitation is meant for the MoRD empanelled HR agencies listed below.

- a. Srijan Infratech & Development Services Pvt. Ltd.
- b. Strategic Alliance Management Services Pvt. Ltd.
- c. TM Inputs & Services P Ltd.
- d. T&M Services Consulting Pvt. Ltd.

Firms will be selected under Least Cost Selection Method (LCS) procedures. In case, the financial bid is same for two or more agencies then the agency dealing with less number of SRLMs shall be selected. The relevant formats are given at Annexures.

The Letter of Invitation includes the following documents:

Annexure I	-Selection process of HR agency,
Annexure II	- Letter of Interest,
Annexure III	- Work Plan
Annexure IV	- Terms of references

#### A. Eligibility Criteria for personnel

- S/he should have passion for working with poor.
- S/he should have ability to work in/with teams.
- S/he should have commitment to understand grassroots level assignments and stay with rural poor community.

#### B. Terms of Services for personnel

- The selected personnel shall have to report to TRLM within the time limit mentioned in the offer letter issued by the agency.
- Offer will be invalid after the stipulated time mentioned in the offer cum appointment letter, if not reported.
- The maximum tenure of the contract of the personnel will be for (1) year, subject to renewal of every year based on the performance after giving one day break.
- If the performance of the candidate is not found satisfactory as per the assessment of TRLM then the agency has to replace the personal within 15 days of receiving the requisition from TRLM.

- Each incumbent will undergo probation for the period of 6 months on his/her joining. During probation period, the incumbent would be imparted requisite training including on the job training at villages of inside/ outside the State. During this period, the incumbent will have to meet the required standards of skills. Knowledge, health and in the event of the unsatisfactory performance during probation period, the engagement will have to be terminated by the Agency.
- The incumbent will have to undergo the Village stay, training and exposure visit to outside State to understand the Mission.
- The incumbent will work in the State, District & Blocks of TRLM. During this period they will work with the Community Resource Persons (CRPs) by visiting the grass roots institutions i.e., SHGs, Village Organizations of SHGs, Producers Groups, Cluster Level Federations of SHGs.
- TRLM will deploy the incumbents at Block, District and State level as per its requirement. They can be transferred from one location to other as per the need of TRLM.
- Performance of incumbents will be assessed periodically (six monthly) by HR unit of TRLM with the support of the HR team to be deployed by the HR agency.
- Other Benefits:
- On successful completion of one year term, 3% annual increment is applicable with monthly remuneration to the personnel if their performance is satisfactory and contract is renewed for the subsequent period. Before providing increment the consent of the reporting officer, and the SMM (HRM) and concerned thematic SMM of TRLM is mandatory. The said increment shall be given during the month of July of every financial year. The increment shall be first given by the HR agency to the outsourced personnel and claim to TRLM along with monthly remuneration claim within 7<sup>th</sup> of every month and TRLM shall reimburse to the HR agency within 15<sup>th</sup> of every month.
- The incumbents are eligible for TA/DA while travelling. TA/DA rule is applicable as per the policy of the TRLM and as may be amended from time to time. Here the outsourced personal shall travel first and claim the reimbursement in the prescribed format along with necessary reports (as decided by the TRLM) to the concerned reporting officer for disbursement. The claim shall be submitted within 7<sup>th</sup> of every month to the reporting officer and it will be assessed and reimbursed within 20<sup>th</sup> of every month. If the bill is not found correct/ incomplete/ inappropriate/ not true the reporting officer may reject/ proportionately deduct the claimed amount.
- The incumbents placed at block level (BMC/ LC) shall be eligible for the Fixed Travel Allowance (FTA) as per norms of TRLM. Here the outsourced personal shall travel first and claim the reimbursement in the prescribed format along with

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necessary reports (as decided by the TRLM) to the concerned reporting officer for disbursement. The claim shall be submitted within 7<sup>th</sup> of every month to the reporting officer and it will be assessed and reimbursed within 20<sup>th</sup> of every month. If the bill is not found correct/ incomplete/ inappropriate/ not true the reporting officer may reject/ proportionately deduct the claimed amount.

- The incumbents are eligible for mobile internet bill and learning allowance (for posts mentioned at sl no. 1-13 of Para 3.2 table) reimbursement as per TRLM norms. Here the outsourced personal shall use first and claim the reimbursement in the prescribed format along with necessary reports (as decided by the TRLM) to the concerned reporting officer for disbursement. The claim shall be submitted within 7<sup>th</sup> of every month to the reporting officer and it will be assessed and reimbursed within 20<sup>th</sup> of every month. If the bill is not found correct/ incomplete/ inappropriate/ not true the reporting officer may reject/ proportionately deduct the claimed amount.
- The incumbents are eligible for Medical and Accidental Insurance premium reimbursement with valid proof of payment for maximum limit of Rs. 15,000 per annum per person including dependent parents, spouse. Here the outsourced personal shall pay first and claim the reimbursement in the prescribed format along with necessary reports (as decided by the TRLM) to the concerned reporting officer for disbursement. The claim shall be submitted within 7<sup>th</sup> of every month to the reporting officer and it will be assessed and reimbursed within 20<sup>th</sup> of every month. If the bill is not found correct/ incomplete/ inappropriate/ not true the reporting officer may reject/ proportionately deduct the claimed amount.
- Employer contribution for the EPF is applicable only upto maximum Rs. 15000 salary. The EPF contribution shall be first given by the HR agency to the outsourced personnel EPF account and claim to TRLM along with salary claim within 10<sup>th</sup> of every month and TRLM shall reimburse to the HR agency within 20<sup>th</sup> of every month.
- Leave rule of TRLM shall have to be adopted by the HR agency for the said 106 outsourced personnel.
- All the staff code of conducts of TRLM to be adopted by the selected HR agency for the said 106 outsourced personnel.
- No other benefits shall be provided to the incumbents outside the approved aforesaid guidelines.

#### a. For HR agency:

- i. Preparation of advertisements for hiring of personnel for TRLM.
- ii. Conducting the Common Aptitude Test (Written test), Group Discussion (GD) & Personal Interview (PI), Rural Attachment Test (RAT).
- iii. Conducting recruitment process.

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- iv. A panel of candidates atleast@1:3 against each post to be provided to TRLM.
- v. Management of Pay, EPF, deduction of professional tax, income tax.
- vi. Renew of contract on satisfactory performance on recommendation of TRLM.
- vii. Replacement of non-performing personnel as and when required by the TRLM.
- viii. After finalization of the selection process the agency shall issue engagement letter indicating all terms and conditions to the selected candidates in order of priority of the merit list and shall keep the panel of remaining candidates for replacement as and when required.

It is clarified that in case of attrition the agency shall fillup any vacancy within 7 days from the available panel and maximum extended upto 15 days. Thereafter in every day delay 1/3<sup>rd</sup> of the per day remuneration for the vacant position shall be deducted from the agency charge to be paid for the month by TRLM.

ix. If, 50% panel exhausted for a particular post then fresh recruitment process to be initiated immediately and shall be completed within 60 (sixty ) days.

It is clarified that for such fresh recruitment process no additional cost shall be claimed by the agency from TRLM during the contract period.

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The agency shall depute one team of atleast 3 persons at TRLM office for day to day coordination of various HR issues of these outsourced `106 personal including timely replacement i.e. within 15 days of awarding the contract. It will include

- Nodal Person (at the rank of SMM HR) 1
- Accountant
- MIS Assistant

It is clarified here that the qualification, salary and other benefits to these team to be provided by the selected bidder should not be less than their equivalent posts mentioned at sl. 1-13 of para 3.2 of the same RFP.

The agency shall develop an online attendance system to track the attendance & leave of the outsourced personnel with a dashboard to the State, District & Block units of TRLM.

xi.

X.

The working report for the personnel to be collected from the reporting officer for the month and the salary to be paid to the personnel before 7<sup>th</sup> of every month and claim to TRLM within 10<sup>th</sup> of every month. TRLM shall reimburse the amount within 20<sup>th</sup> of every month to the selected agency.

#### b. Scope of work for TRLM:

- i. To oversee the implementation of different interventions of TRLM by the incumbent.
- ii. Job responsibility/ assignments/ place of posting for the incumbents.
- iii. Office equipment's for the incumbents.

iv. Training and capacity building of incumbents.

v. Performance appraisal of the incumbents and contract renew or termination.

vi. Leave records and sanction of leave to the incumbents.

# 3.2<u>Details of posts in Tripura Rural Livelihood Mission (TRLM) under Rural</u> <u>Development Department</u>

SI No.	Name of the post	No. of post	Age limit	Required educational Qualification	Required experience	Remuneration (in Rs per month)
1	State Mission Manager (Non-Farm Livelihoods)	1	40yrs	MBA/ PG in Rural Management/ PG in Marketing Management/ PG in Advertisement/ Entrepreneurship development/ PG in Economics/ PG in Commerce/ PG in Development Studies.	5 years or more experience in livelihood promotion / Product development and marketing/ Advertising agency/ Stat-ups/ Enterprise Promotion.	50,000
2	Programme Manager (Institution Building & Social Inclusion )	1	40yrs	Post Graduate in Social Work/ Rural Development/ social science/ Sociology/Managemen t/ Mass Communication/ Development Studies/ Psychology.	Minimum 3 years experience in community development/ social work/community health/ Food, Nutrition, Health and Wash/ gender development/ Other social issues at field under the government programme.	38,000
3	Programme Manager (Social	1	40yrs	Post Graduate in Social Work/ Rural	Minimum 3 years' experience in	38,000

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Sl No.	Name of the post	No. of post	Age limit	Required educational Qualification	Required experience	Remuneration (in Rs per month)
	Development)			Development/ social science/ Sociology/ Development Studies/ Mass Communication/ Psychology.	community development/ social work/community health/ Food, Nutrition, Health and Wash/ gender development/ Other social issues at field under the government / Govt. sponsored programme.	
4	Programme Manager (Livelihood- MIS)	1	40yrs	Post Graduate in Computer science/ IT or MCA	Minimum 3 year's experience in MIS/ IT/ Software development.	38,000
5	Programme Manager (Livestock)	1	40yrs	Graduate/ Post graduate in Veterinary science/ Zoology	3 year's experience in livestock promotion schemes/ activities is desirable.	38,000
6	District Mission Coordinator	5	40yrs	Post graduate in Social Work/ Rural Development/ social science/ Sociology/Managemen t/ Mass Communication/ Development Studies/ Economics.	Minimum 2 (two) years or more experience in Community Development/ Rural Development/ Livelihood promotion programme of the Government/ Govt. sponsored programme.	34,000
7	District Coordinator (Institution Building & Capacity Building)	5	40yrs	Post graduate in Social Work/ Rural Development/ social science/ Sociology/Managemen t/ Mass Communication/	Minimum 1.5 years or more experience in community development programmes/ schemes by Govt. or Govt sponsored programme	27,500

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SI No.	Name of the post	No. of post	Age limit	Required educational Qualification	Required experience	Remuneration (in Rs per month)
				Development Studies/ Economics/ Psychology.	y.	
8	District Coordinator (Livelihood & Marketing for farm sector)	5	40yrs	PostGraduateAgriculture/Horticulture/AgriBusiness Management/Botany/Zoology.OR, PG in anydiscipline with 2 yearsexperienceinlivelihoodprogrammes.	Minimum 1.5 years or more experience in community development.	27,500
9	District Coordinator (Livelihood & Marketing for non- farm sector)	8	40yrs	PostgraduateinManagement/SocialWork/RuralDevelopment/EntrepreneurshipDevelopment/Development studies/Foodtechnology/MarketingManagement/Advertisement/Economics/Commerce.Or,PGinanydiscipline with 2 yearsexperienceinenterprisepromotion/non-farmlivelihoodgenerationactivities.	Minimum 1.5 years or more experience in economic development programmes/ enterprise promotion schemes/ community development	27,500
10	District Coordinator (Financial Inclusion)	5	40yrs	<ol> <li>Post graduate in Management/ Finance/ Commerce.</li> <li>Or, PG in any</li> </ol>	more experience in community	27,500

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Sl No.	Name of the post	No. of post	Age limit	Required educational Qualification	Required experience	Remuneration (in Rs per month)
				discipline with 2 years experience in recognized MFI/ recognized NBFCs/ digital finance/ Financial Inclusion programmes/ Banks.	programmes/ schemes/ work experience with MFI/ * recognized NBFCs/ digital finance/ Banks.	
11	District Coordinator (Social Inclusion & Social Development)	5	40yrs	Post graduate in Social Work/Sociology/ Development studies/ Rural Development/ Management/ Social Science/ Economics. Or, PG in any discipline with 2 years experience in social development programmes/ Food- Nutrition-Health-Wash or any other social development activities	Minimum 1.5 years or more experience in community development programmes/ schemes.	27,500
12	Block Mission Coordinator	34	40yrs	Graduate in Management/ Rural Development/ Social Work/ Sociology/ Agriculture/ Horticulture/ Fisheries/ Food technology/ Mass-communication/ Economics/ Social Development/ Engineering/ Forestry/ Anthropology/ Agri business/ Psychology/ Science. Or, graduate in any	Minimum 1 (one) year or experience in the any thematic area of Community Development/ social development programmes	26,000

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SI No.	Name of the post	No. of post	Age limit	Required educational Qualification	Required experience	Remuneration (in Rs per month)
				other discipline with 1.5 years or more experience in social and community development sector.	σ	
13	Livelihood Coordinator (Non- Farm)	34	40yrs	Graduate in Marketing management/ Rural Development/ Social Work/ Economics/ Food technology/ Commerce/ Development Studies/ Entrepreneurship Development	-	25,500
				Or, Graduate in any discipline	1.5 years experience in livelihood/ enterprise promotion	
	TOTAL	106				х.

## C. Recruitment Methodology:

TRLM have its own approved and established four step recruitment policy. The same has to be followed by the outsourcing agency for hiring of personal for TRLM and these are given below.

- i. Common Aptitude Test (CAT)
- j. Group Discussion (GD).
- k. Personal Interview (PI).
- l. Rural Attachment Test (RAT).

It is clarified that the minimum cut-off for the Rural Attachment Test (RAT) is 50% of the total marks assigned for RAT.

The board for Group Discussion and Personal Interview shall include 3-4 members consists of members from NRLM, MoRD/ NIRD/ SMMU, TRLM/ National resource persons of NRLM to be created by the HR agency.

After these processes 3 members panel to be prepared for each post. Out of this panel the best suited candidate in order of merit is to be provided appointment by the HR agency. The provisional appointment shall be provided by the service provider in consultation with TRLM. In case of non – acceptance of the appointment by the top candidate in order of merit then the next below candidate as per merit list shall be provided the appointment.

The above process of recruitment shall have to be followed by the selected HR agency for the outsourcing personnel.

#### 3.3 Key deliverables and other terms and conditions for the shortlisted HR agencies

- i. Preparation of advertisement to attract the aspirants.
- ii. Fixing the written test, GD & PI etc.
- iii. The empanelment to be completed in 60 days after signing the agreement.
- iv. Empanelment of personnel within 15 days in case of any attrition.
- v. Common aptitude test, Group Discussion (GD), Personal Interview (PI) shall be conducted.
- vi. Panel of candidates to be proposed @ 1:5 for final interview by the interview board so that 1:3 candidates can be proposed finally for each position.
- vii. If the performance of the personnel is not satisfactory then the replacement will be done within 30 day notice period.
- viii. Payment of salary, TA/DA, medical insurance, EPF, deduction of applicable taxes, leave management.
- ix. Assigning key person/ team for the aforesaid deliverables.

#### **Payment Norms:**

- i. Remuneration to be paid as per actual as mentioned in part–C of the letter of invitation. Monthly bank statement on disbursement of remuneration and allowances to be shared with the SMMU, TRLM. In case of any deviation may lead to penalty/ termination of contract as mentioned in the Annexure-VI.
- ii. The remuneration to be paid on claim and pay basis.

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- iii. The working report for the personnel to be collected from the reporting officer for the month and the salary to be paid to the personnel before 7<sup>th</sup> of every month and claim to TRLM within 10<sup>th</sup> of every month. TRLM shall reimburse the amount within 20<sup>th</sup> of every month to the selected agency.
- iv. The agency shall not charge any application/ recruitment fee from the intending candidates during the recruitment process.
- v. HR agency shall not deduct any amount from the remuneration and other allowances paid to the personnel except applicable tax (Professional tax and income tax) and EPF.
- vi. The agency charges shall be paid on monthly basis and proportionate to the actual number of personnel deployed to TRLM.

Other detailed selection process and terms of references are given at Annexure – I & IV.

(Dr. Vishal kumar, IAS) Chief Executive Officer Tripura Rural Livelihood Mission

#### 6. Section - D

#### 4.1 Guidelines for Preparation of Proposals.

The Bidder must comply with the following instructions during preparation of Proposals:

- i. The Bidder shall carefully examine all the instructions, guidelines, terms and condition and formats of the RFP Document. Failure to furnish all the necessary information as required by the RFP Document or submission of a proposal not substantially responsive to all the requirements of the RFP Document shall be at Bidder's own risk and may be liable for rejection.
- ii. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- iii. In addition to the identification, the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the Proposal to be returned in case it is declared late pursuant, and for matching purposes.
- iv. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

#### 4.2 Earnest Money Deposit (EMD)

The Bidder shall pay EMD for an amount of **Rs. 1,00,000/- (Rs. One lakh only)** at time of uploading the bids in e-tender portal. The bidder has to pay EMD amount through e-tender portal by using available online net banking facility in the e-tender portal. Without paying EMD amount, bid cannot be uploaded in the e-tender portal.

The Bid Security of unsuccessful Bidders, except the second ranked Bidder will be returned automatically to the bank account from where the EMD amount was paid at the time of submission of bids through e-tender portal. However, the Bid Security of first and second ranked Bidder shall be returned after acceptance of work order of TRLM by the Successful Bidder.

#### 4.3 Forfeiture of EMD by TRLM

- i. Selected Bidder fails to accept Letter of Intent within the time provided for the same and pay the specified amount payable at the LoI Stage.
- ii. Preferred /Successful Bidder fails to pay the Performance Bank Guarantee within the time specified for it.

#### 4.4 Validity of Proposal

Proposals shall remain valid for a period not less than 180 days from the Proposal Due Date. TRLM reserve the right to reject any Proposal, which does not meet this requirement.

#### 4.5 Language

The Proposal and all related correspondence and documents should be written in the English language only.

#### 4.6 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

#### 4.7 Evaluation of bids

4.7.1 Part 1 (Bid Security)

Bidders who have paid EMD shall be considered for further evaluation.

Part 2 (Pre-Qualification Criteria)

4.7.2 Opening and Evaluation of Technical Bids

Following documents to be uploaded by the bidder in a complete manner for further evaluation of commercial bids.

Covering Letter The signed copy of the RFP. The letter of Interest in the format of Annexure-II. Work Plan in the format of Annexure-III.

#### 4.7.3 Opening and Evaluation of Commercial Bids

Financial bids of only technically qualified bidders shall be evaluated. The bids, found lacking in strict compliance to the commercial bid format (BOQ Template) shall be rejected straight away. On opening the financial bids, the Evaluation Committee shall read out the financial bids to all the technically qualified bidders and note the same. All the financial bids shall then be ranked according to the financial bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on.

#### 4.7.4 Technical Bid Evaluation Criteria

- 5 Covering Letter
- 6 The signed copy of the RFP.
- 7 The letter of Interest in the format of Annexure-II.
- 8 Work Plan in the format of Annexure-III.

#### Contract / Work Order

On selection of the agency and acceptance of financial quote submitted by the selected agency, a detailed work order will be issued to the selected agency by TRLM for a period of 3 (Three) years. On receipt of work order, the agency would submit a letter of acceptance along with a performance guarantee as detailed in this tender document within 10 working days of receiving work order.

#### 4.7.5 Submission of Performance Guarantee

The selected agency will execute a Performance Guarantee for 5% of the total work order value, in the form of Bank Guarantee from a Scheduled Bank in acceptable form to the "Tripura Rural Livelihood Mission society". In case of any deficiency and unsatisfactory performance by the consultant, the Performance Guarantee is liable to be invoked and the payment due to the agency would be withheld. No interest will be paid by the TRLM on the Performance Guarantee.

#### 4.7.6 Additional Information to the Bidders

The Agency shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation.

The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Agency.

#### 4.8 Eligibility Criteria

The bidders should satisfy the minimum eligibility as specified in Section –A of this RFP. Only those who satisfy these criteria should submit the proposal with necessary supporting documents. An Agency declared ineligible by the Government of India or Government of Tripura shall be ineligible to provide consulting services under the assignment.

#### 4.9 Instructions for Submission of Proposal

These instructions should be read in conjunction with information specific to the Agency services contained in the Covering Letter and accompanying documents.

Proposals must be received before the deadline specified in the Data Sheet to tender. Proposals must be submitted online & requisite documents uploaded in the portal and EMD must be submitted online on specified time.

The following documents are to be uploaded online while submission of proposal.

- i. Covering Letter
- ii. The signed copy of the RFP.
- iii. The letter of Interest in the format of Annexure-II.
- iv. Work Plan in the format of Annexure-III.

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#### **4.10 Financial Proposals**

• The process of selection will be as follows: *The financial proposals of only the agencies that fulfil the following criteria.* 

SRLM will invite a Letter of Interest (LOI) from the empanelled agencies (template provided at **Annexure III**) to establish:

- Willingness of the agency to bid for the assignment;
- Confirmation that it has not been disqualified (or their contract terminated) by any of the SRLMs under the project; and availability of the **Team Lead** as provided in the proposal to NMMU.
- It is mentioned here that since the technical evaluation has already been completed, there is no need to undertake any technical evaluation at the SRLM level. However, any issues related to empanelment of personnel, methodology, contract shall be answered during the time of pre-proposal and technical negotiation.
- The selection will be on the Least Cost Selection Method as prescribed in the RFP. Agency offering the least cost (including agency charge, applicable taxes, any applicable cost etc.) shall be shortlisted for award of contract.
- Post negotiations, on submission of Performance Bank Guarantee (such as 5% of the contract value), the contract shall be signed. This shall be submitted within 15(fifteen) days of receiving of letter of Intent, failing which the contract may be cancelled. The Performance Bank Guarantee will be returned after a period of 60 days expiry of the contract on completion of the satisfactory service.

#### Public Opening of Financial Proposals -

The price quoted by agencies shall be ranked as L1, L2, L3 etc. In case the financial proposal of two or more agencies are equal, the tendering agency may negotiate with the service provider to settle the rate.

#### **4.11 Evaluation of Financial Proposals**

Agencies attendance at the opening of Financial Proposals is optional.

The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals, the Committee and representatives of TRLM involved in the evaluation process will not be permitted to seek clarification or additional information from any Agency, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:

- i. Complete, to see if all items of the corresponding Financial Proposal are priced and corrected for any arithmetical errors.
- ii. Computational errors, if any may be corrected;

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#### 4.12Award of Services

The TRLM, RD Department, Government of Tripura will issue Letter of Intent (LoI) in favour of bidder who has offered lowest price. A Letter of Award (the "LOA") shall be issued, in duplicate, by the TRLM, RD Department, Government of Tripura to the Selected Agency and the Selected Agency shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

#### 4.13 Arbitration and Applicable laws

4.13.1 The parties hereby agree that any dispute arising in connection with this MoU shall first be addressed mutually by the Parties. If the said Parties are unable to resolve the dispute mutually, the dispute shall be referred to the Government of Tripura whose decision shall be final and binding on all parties.

4.13.2 In case an aggrieved party seeks judicial remedy, the petition shall be filed in the jurisdiction of Tripura High Court.

#### 4.14 Termination

TRLM may terminate the work order of the agency in case of the occurrence of any of the events specified below:

- i. If the Agency becomes insolvent or goes into compulsory liquidation.
- ii. If the Agency, in the judgment of TRLM, has engaged in corrupt or fraudulent practices in competing for or in executing this work order.
- iii. If the Agency submits TRLM a false Statement which has a material effect on the rights, obligations or interests TRLM.
- iv. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict-of-interest TRLM.
- v. If the Agency fails to provide the quality services as envisaged under this work order. Reasons for the same would be recorded in writing.
- vi. In case of such an occurrence TRLM shall give a written advance notice, not exceeding one (1) month before terminating the work order.

## 4.15 Jurisdiction

The work order shall be governed by laws of the State of Tripura and all Government rules on purchase matter issued from time to time and are in force for the time being.

5 Section – E

5.1

#### Annexure-I

#### Selection Process of HR Agency

The process of selection will be as follows:

- SRLM will invite a Letter of Interest (LOI) from the empanelled agencies (template provided at **Annexure II**) to establish:
  - Willingness of the agency to bid for the assignment;
  - Confirmation that it has not been disqualified (or their contract terminated) by any of the SRLMs under the project; and
  - o Availability of the Team Lead as provided in the proposal to NMMU.
- The financial proposals of only the agencies that fulfil the above will be opened by SRLM.
- It is mentioned here that since the technical evaluation has already been completed, there is no need to undertake any technical evaluation at the SRLM level. However, any issues related to empanelment, methodology, contract shall be answered during the time of pre-proposal and technical negotiation.
- The selection will be on the Least Cost Selection Method as prescribed in the RFP. Agency offering the least cost (including agency charge, applicable taxes, any applicable cost etc.) shall be shortlisted for award of contract.
- Post negotiations, on submission of Performance Bank Guarantee (such as 5% of the contract value), the contract shall be signed. This shall be submitted within 15(fifteen) days of receiving of letter of Intent, failing which the contract may be cancelled. The Performance Bank Guarantee will be returned after a period of 60 days from the date of expiry of the contract on completion of the satisfactory service.

Annexure - II

Letter of Interest (LoI)

5.2

7

# Proposal for Hiring A Technically Qualified Agency for Engagement of personneland Other HR Services to work in \_\_\_\_\_SRLM

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for Engagement of personnel and Other HR Services support for the State of \_\_\_\_\_\_ in accordance with your Request for Proposals dated \_\_\_\_\_\_. We are hereby submitting our Proposal, which includes this Technical Proposal sealed in a separate envelope.

We hereby declare that:

- (a) We certify that we have not been disqualified by any SRLM under this empanelment.
- (b) We have not had any contracts with SRLMs terminated for any reason under this empanelment.
- (c) We confirm availability of key professionals originally proposed in our technical proposal dated 23 July 2019 submitted to MORD, GoI.
- (d) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Client/ Bank.
- (e) Our Proposal shall be valid and remain binding upon us till \_\_\_\_\_.
- (f) We have no conflict of interest.

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- (g) We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the Client/ Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by MoRD, GoI in accordance with the Agreement for Mutual Enforcement of Department Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated by the Client.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:\_\_\_\_\_

Name and Title of Signatory:

Name of Consultant

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In the capacity of:

Address:

×.

Contact information (phone and e-mail):

Power of Attorney to sign and negotiate the contract with \_\_\_\_\_SRLM should be attached.

5.3

To be filled by HR Agency

Annexure -III

#### Work Plan

# Proposal from Hiring A Technically Qualified Agency for Engagement of personnel and Other HR Services in the State of \_\_\_\_\_.

# DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and young professionals for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Methodology
- b) Work Plan
- c) Organization and professionals}
- a) <u>Methodology.</u> {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. <u>Please do not repeat/copy the TORs in here.</u>} Not more than 2-3 pages.

b) <u>Work Plan.</u> {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and Page 33 of 38

interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.} Consultants are required to propose realistic work plan vis-à-vis deliverables and should adhere to the work plan.

c) <u>Organization</u> {Please describe the structure and composition of your team, including the list of the Key personnel.

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I KLMI: KFF Jor engagement of personnet under I KLMI.

**Annexure** -IV

#### **Terms of Reference**

- 1. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria and as per the requirement of the TRLM.
- 2. The service provider shall ensure the deployment of suitable candidates who have aspiration to work with rural people
- **3.** Online aptitude test, Group Discussion (GD), Personal Interview (PI) shall be conducted to empanel the personnel.
- 4. Panel of candidates to be proposed @ 1:5 for final interview by the interview board of TRLM, so that 1:3 candidates can be proposed finally for each position. However, if after interview the panel is not found @1:5 for any position then with the approval of the Chairman of selection committee subsequent round may be conducted for the particular position.
- 5. The persons to be supplied by the Agency should not have any adverse Police records/criminal cases against them. In order to verify the character/ credentials of the deployed manpower it shall be the sole liability of the Service Provider.
- 6. The service provider shall engage necessary number of personnel as required by TRLM from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month (by 7<sup>th</sup> of each successive month). There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and TRLM and further the said persons of the service provider shall not claim any employment, engagement or absorption in the Department/ Project/ Government, in future.
- 7. The service provider should keep panel of 1:3 for replacement (if required).
- **8.** The final interview of the candidates shall be conducted in presence of the members recommended by the TRLM.

#### **Payment Norms:**

5.4

- **9.** The service provider shall charge minimum 2% and above but not beyond 8.4 % as Agency Charges at the time of bidding or else the bid will be treated as invalid.
- 10. The agency can't charge any application/ recruitment fee from the intending candidates during the empanelment process.
- 11. The agency charges shall be paid to the agency on monthly basis and proportionate to the actual number of personnel deployed to TRLM.
- 12. The empanelment cost of personnel is fixed and only will be paid in case of fresh empanelment of personnel.
- 13. The working report for the personnel to be collected from the reporting officer for the month and the salary to be paid to the personnel before 7<sup>th</sup> of every month and claim to TRLM within 10<sup>th</sup> of every month. TRLM shall reimburse the amount within 20<sup>th</sup> of every month to the selected agency.

IKLM: KFF Jor engagement of personnel under IKLM.

#### 14. Penalty Clause:

- Delay in payment per day delay pay @ Rs. 300/- per employee will be deducted.
- If any report like deduction from salary by illegal demands in the form of cash etc. from employees is received and proved subsequently after due enquiry, following penalties will be levied:-

0	For 1 <sup>st</sup> instance (for each case):	amount equal to 1 month salary will be deducted
		from agency charge.
0	For 2 <sup>nd</sup> instance (for each case):	amount equal to 2 month salary will be deducted
		from agency charge.
0	For 3 <sup>rd</sup> instance (for each case):	amount equal to 3 month salary will be deducted
		from agency charge.
0	For 4 <sup>th</sup> instance:	Agency will be blacklisted.

- 15. The service provider's persons shall not claim any benefit/ compensation/ absorption/ regularization of service from/in this Department/ Project under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 16. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative / organizational matters as all are confidential / secret in nature.
- 17. The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department/ Project. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 18. The Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be found incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately (within 15 days) any of its personnel if they are unacceptable to this Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department/ Project.
- 19. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 20. The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 21. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- 22. Working hours would be normally from 10.00 A.M. to 5.30 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted holidays, if required.
- 23. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related

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legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance of its employees engaged in this Department.

- 24. The attendance will be maintained by the Department at the respective project office and copy of the same shall be sent to the agency on every month end of the format mutually decided.
- 25. The agency, based on attendance certified by the respective project office shall prepare the monthly wage bill and disburse the wages to the outsourced personnel in their authentic bank account on or before 7th of every month including deposit of relevant EPF/ ESI contribution.
- 26.Payments to the service provider would be strictly on certification by the project office with whom the outsourced personnel is attached subject to the condition that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider as well as the working cum attendance report from the concerned reporting officer.
- 27. No TA/DA shall be payable to the person deputed by the agency at the time of joining. In case the persons are assigned duties outside his place of deployment for visiting other location, such travelling, boarding and lodging expenses will be paid by the TRLM to the personnel as per fixed norms.
- 28. No wage/remuneration will be paid to any personnel for the days of absence from duty, except allowed one day casual leave in a month.
- 29. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 30. The service provider shall be contactable at all times and message sent by phone/email/Fax/Special Messenger from this Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfilment of the contract from time to time.
- 31. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 32. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its personnel and its employees, etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse to this Department for the same. The agency shall keep this Department/ Project fully indemnified against any such loss or damage.
- 33. The successful bidder will enter into an agreement with TRLM for supply of suitable and qualified manpower as per requirement of this Department/Project on these terms and conditions. The agreement will be valid for a period of 36 months commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing but the rate quoted shall remain valid for a period of two years so that if the agreement is extended as per the norm, the same rate shall be applicable. The service

charges/rates quoted by the agency shall be fixed for a period of 36 months and no requise for any change/modification shall be entertained before expiry of the period of 36 months.

- 34. The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of TRLM.
- 35. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the agency from TRLM shall be forfeited.
- 36. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
- 37. Any Dispute arising out of the above contract shall be subject to the jurisdiction of Hon`ble High Court of Tripura at Agartala and their sub-ordinate courts at Agartala only.