

APPLICATION FORM FEES : 5000.00

Application Form No. ....../REG./HR/UPSIC/2018-19

**U.P. SMALL INDUSTRIES CORPORATION LTD.**

(A U.P. Govt. Undertaking)

Head Office: 110, Industrial Estate Fazal Ganj, Kanpur 208012

Tel: 0512-2241622,2234642

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**APPLICATION FOR EMPANELMENT OF**  
**COMPANY/FIRM PROVIDING MANPOWER/**  
**OUTSOURCING/HUMAN RESOURCE SERVICES**

(a)	Date of publication of Empanelment notice	26.02.2019
(b)	Availability of Empanelment document on department's website	26.02.2019
(c)	Application submission end date & time	05.03.2019
(d)	Place of Application Submission	U.P. SMALL INDUSTRIES CORPORATION LTD 110 INDUSTRIAL ESTATE FAZALGANJ KANPUR
(e)	Inviting Authority	MANAGING DIRECTOR
(f)	REGISTRATION FEE : including taxes (Non Refundable)	RS. 29,500/-

MANAGING DIRECTOR  
U.P. SMALL INDUSTRIES CORPORATION LTD.  
KANPUR

**ACKNOWLEDGEMENT**  
**FOR**  
**REGISTRATION**  
**OF**  
**MANPOWER/OUTSOURCING**

This invitation is for empanelment of experienced companies/organization in the areas of Manpower/Outsourcing/HR Providing Agencies for the period of Three Years.

1. Applicants are advised to study the Empanelment Document carefully. Submission of Application shall Be deemed to have been done after careful study and examination of the procedures and Terms & Conditions of the Empanelment Document with full understanding and its implication.
2. The Empanelment document notice is available at Department's website <http://www.upsic.in>. Interested applicants may view the notice for Application, seek clarification and submit their physical copy of Application Form in UPSIC Ltd. Fazalganj, Kanpur within the due date and time mentioned in the table below.
4. All Applications must be accompanied by Registration Fee in the form of Demand Draft in favour of **UTTAR PRADESH SMALL INDUSTRIES CORPORATION LIMITED** payable at **KANPUR**.
5. UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD reserves the right to cancel any or all the Applications without assigning any reason thereof.



## **SECTION 1: INSTRUCTIONS TO APPLICANTS**

### **1. Cost of Empanelment**

- a) The Applicant shall bear all costs associated with the preparation and submission of its application to UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD, KANPUR hereinafter referred to as "UPSIC" will in no case be held responsible or liable for this cost, regardless of the conduct or outcome of the empanelment process.

This empanelment document is available only in the office campus of UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD, KANPUR. Applicant can submit their applications up to the last date and time mentioned in empanelment notice/document against this invitation. The applicants shall pay registration fee of Rs. 29500/- (inclusive of all taxes) through Demand Draft payable in favour of UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD. This application fee will be non-refundable.

### **2. Contents of Empanelment Documents**

- 2.1 The services required to be delivered; empanelment procedures and other terms and conditions are prescribed in the empanelment documents. The empanelment documents include:

- a) Invitation for Applications
- b) Section I : Instruction for Applicants (a)
- c) Section II : Motive for empanelment & evaluation criteria (b)
- d) Section III : Statement of empanelment capacity
- e) Annexures
- f) Guidelines and Rules for Manpower Supply of UPSIC Ltd.

- 2.2 The Applicant is expected to examine all instruction, forms, T&C and specifications in the empanelment documents. In case of failure to furnish all information required as per the empanelment documents or submission of an application not responsive to the empanelment documents in every aspect will be at the Applicant's risk and may result in rejection of their respective application.

### **3. Clarification of Empanelment Documents**

A prospective applicant, who so ever requires any clarification regarding empanelment documents, may raise their point of clarification in any working day between 10:00 am to 5:00 pm through written application against the same, to the concerning authority.

### **4. Amendment of Empanelment Documents**

- 4.1 At any time prior to the deadline for submission of applications, UPSIC may, for what-so-ever reason, reserves the right to modify or amend any clause or condition regarding the empanelment. Such amendments shall be posted and uploaded on the department's website



i.e [www.upsic.in](http://www.upsic.in) through notice. The relevant Clauses of the application documents shall be treated as amended accordingly.

- 4.2 It shall be the sole responsibility of the prospective applicants to check the website i.e <http://www.upsic.in> Time to time for any amendment in application. In case of failure to get the amendments, (if any) UPSIC shall not be held responsible.
- 4.3 In order to allow prospective applicants a reasonable time to take the amendment into account in preparing their applications, UPSIC at its discretion, may extend the deadline for the submission of applications. Such extension shall be posted/uploaded on the website <http://www.upsic.in>

#### **(A) PREPARATION AND SUBMISSION OF APPLICATIONS**

##### **5. Language of Application**

The application prepared by the Applicant, as well as all correspondence and documents relating to the application exchanged by the Applicant and UPSIC shall be written either in Hindi or English language. The correspondence and documents in Hindi must be accompanied and embedded/separate Hindi font files. Only English numerals shall be used in the application.

##### **6. Documents Constituting the Application**

The application prepared by the Applicant shall comprise of the following components:

- (i) Fee Details including copies of Application and registration fee.
- (ii) Declaration by the Applicant includes signed copy of declaration and Requirements for Empanelment as per Section-II.
- (iii) Capability statement and Annexure - includes filing the signed capability statement as per Section- 1,2,3, and 4.
- (iv) Qualification Details - includes copies of required documents justifying that the Applicant is qualified and meets the criteria for empanelment.

##### **7. Documents establishing the applicant's qualification**

Pursuant to Clause 6, the Applicant shall furnish, as part of its Application, documents establishing the Applicant's qualification to perform the Contract if its application is accepted. The documentary evidence should be submitted by the applicant.

##### **8. Registration Fee.**

- 8.1 Pursuant to Clause 6, the Applicant shall furnish, as part of its application, the registration fees of mentioned amount in the name of UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD payable at KANPUR . The application processing fee must be Submitted along with the application one should reach UPSIC's office at Kanpur on or before Application submission end date & time. (Total fee as per clause I above)



- 8.2 The registration fee shall be in Indian Rupees and shall be in the following forms only: The application processing fee of the above amount shall be submitted in the form of Demand Draft payable in favour UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD., at Kanpur.
- 8.3 Any application not secured in accordance with Clauses 8.1 and 8.2 above shall be treated as non-responsive and rejected by UPSIC.

## **9 Format and Signing of Application**

- 9.1 The applicant shall prepare an electronic copy (scanned copy of original) of the Application (as per Clause 6) with fee details and Documents/Annexure enclosed with the application form and shall forward the same via official email ID to: [manpowerupsic@gmail.com](mailto:manpowerupsic@gmail.com), with the company/firm name mentioned in subject of the e-mail, before the last date & time of application form submission. In case of failure in doing so, the company/firm gets disqualified in any and every circumstances automatically.
- 9.2 The application and documents shall be dully signed, at the time of submission, by the Authorized person of their respective Company/firm. All the pages of the document along with application shall also be signed as well as self attested by the competent person authorized to sign the application before the submission for empanelment.

## **10. Submission of Applications**

Applicant should submit its application electronically in the Email ID: [manpowerupsic@gmail.com](mailto:manpowerupsic@gmail.com) Through its official email address as well as physically, duly filled application document along with all required enclosures and application fee in the form of original bank draft in sealed cover clearly marked on the top of the envelop "Application for Empanelment for Man Power Provider Agency" and should reach Inviting Authority in UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD, 110 INDUSTRIAL ESTATE, FAZALGANJ, KANPUR, or on before the last date and time mentioned in the application.

Application submission can be done only from the Submission start date and time till the Application submission end date as mentioned in the notice. Applicants should start the application submission process well in advance so that they can submit their applications in time. Once the application submission date and time is over, the applicants cannot submit their applications. For delay in submission of applications due to any reasons, the applicants shall only be held responsible.

UPSIC reserves all the right to cancel any or all applications without assigning any reason.

## **11. Withdrawal and Resubmission of Applications.**

- 11.1 At any point of time, any applicant can withdraw their submitted application before the submission end date and time. For withdrawing the application one should give an in-writing request for the withdrawal of application on company/firms letter head in the name of Managing Director UPSIC, Kanpur.



- 11.2 The applicant will have to request UPSIC with a letter, (attaching the proof of withdrawal and submission of registration fee) in the office of UPSIC, to return back the registration fee as per the manual procedure. (Only valid if the process is performed before the application submission end date and time.)
- 11.3 The applicant can resubmit their application as and when required till the application submission end date and time. The application submitted earlier will be replaced by the new one. The payment made by the applicant earlier will be used for revised.
- 11.5 The applicants can submit their revised applications as many times as they wish to within the scheduled date & time for submission of applications.
- 11.6 No Application can be resubmitted subsequently after the deadline for submission of applications.

## EVALUATION OF APPLICATIONS

### **12 Opening of Applications by UPSIC**

- 12.1 UPSIC will open applications at scheduled date and time given at UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD, 110 INDUSTRIAL ESTATE FAZALGANJ KANPUR. In the event of the specified date of application opening being declared a holiday for UPSIC then the applications shall be opened on next working day and at the same scheduled time in the office of UPSIC.
- 12.2 The applications of only those applicants shall be considered for evaluation that are found responsive to the Terms and Conditions. The applications are found irresponsive to the terms and conditions to empanelment document shall be out-rightly rejected and no fee shall be returned to the applicant.

### **13 Clarification of Applications**

During evaluation of applications, UPSIC may, at its discretion, ask the Applicant for a clarification of their application form. The request for clarification and the response shall be in writing.

### **14. Evaluation of applications and Evaluation Criteria**

UPSIC will examine applications to determine whether they are complete, whether they meet all the conditions of the empanelment, whether required application processing fee and other required documents have been furnished, whether the documents have been properly signed, and whether the applications are generally in order. Any application or applications not fulfilling these requirements shall be rejected.

- 15.1 Technical evaluation of the applications shall be one as per requirements and experience given in the application based on the following parameters. The applicants shall submit the copies of following as documentary proof for the same:-

- (i) Scanned copy of original demand draft/transfer details towards Registration Fee (non-refundable) in the email. However the original of above Demand Draft to be submitted to UPSIC in physical copy.



- (ii) Scanned copies of the job award, their values and successful job certificates and other supporting Documents of the related areas/fields for any of the preceding three financial years are essential.
- (iii) Self attested copy of valid Character Certificate issued by Competent Authority.
- (iv) Self attested copy of Audited Balance sheet with exceeding turnover of at least Rs.300.00 LACS in last three financial years or Rs. 450.00 LACS in last 2 years or Rs. 600 LACS in last financial year compulsorily.
- (v) Company/firm's ITR (with computation enclosed along with) for last 3 years.
- (vi) Self attested copy of Registration in EPF, ESI, LABOUR DEPARTMENT, SHOP AND ESTABLISHMENT ACT REG. (company/firm should be there in existence since 3 or more years with all the above mentioned registrations on the date of empanelment.)
- (vii) Applying Company/firm should have at least 100 number of employees deployed at the time of empanelment.
- (viii) Bank guaranty of Rs.50 LACS (valid up to next 3 years from the date of empanelment).
- (ix) Applicant will have to produce the Declaration Certificate of their Bidding Capacity at the time of participating in or if any tender.
- (x) Applicant will have to produce the Performance guaranty at the time of tender as required by the Tender conditions.
- (xi) Applicant will have to produce EMD fees and Security Deposits in form of DD at the time of tender. (if any)
- (xii) All the applicant are bound to follow CVC guidelines in any and every possible circumstances.
- (xiii) Documents in support of permanent employees with Details of Name, Address, Contact Info, Designation in Company/Firm, Date of Joining, and Aadhar Number.
- (xiv) Scanned copy of ISO 9000 or CMM-3 certificate obtained by the company. (if any)
- (xv) Scanned copy of relevant pages of Memorandum and Article of association showing objectives of the company/organization and Registration and Registration Certificate.
- (xvi) Scanned copy of original certificate showing the place of registration of the Company/Organization.
- (xvii) Scanned copy of original document in proof of Company's premises owned/leased or on rent.
- (xviii) Scanned copy of PAN card of the company/organization.
- (xix) Scanned copy of GST number of the company/organization & Service Tax return of the preceding two financial years.
- (xx) An affidavit declaring NON-BLACKLISTING of applying company/firm in past as any of the GOVERNMENT agency regarding Manpower/Outsourcing/HR Service provider agency or in any other field. Clearly stating that the company/firm has not been blacklisted in any of the government agency in any of the similar or any other nature of the work.
- (xxi) An Affidavit declaring that the Applicant is bound to follow the Guidelines and Policies set by UPSIC for the better execution of work allotted. (refer to annexure enclosed)
- (xxii) Applicant is liable to pay a fixed amount (if empanelled) with recurring running and maintenance fees for software development/maintenance and data keeping for better and transparent system in near future.

16 UPSIC Ltd. may carry out physical inspection and verification of the Information/Documents given by the Applicant at the time of empanelment or tender of any Past or Ongoing work of similar nature (i.e Manpower/Outsourcing/HR Service providing agency).



**17 Contacting UPSIC**

- 17.1 Subject to Clause 13, No Applicant shall contact UPSIC on any matter relating to their application, from the time of the application opening till the time of disposal of their application. If the applicant wishes to bring additional information to the notice of UPSIC, they can do so in writing.
- 17.2 Any effort by a Applicant to influence UPSIC in its decisions on application evaluation may result in rejection of application.

**TERMS AND CONDITIONS FOR EMPANELMENT**

**18. Selection of service Providers**

Applications received will be evaluated on the basis of requirement, experience and terms & conditions given in the application for empanelment of eligible. Service Provider UPSIC inspect the facilities Existing in the applicant's premises at any time prior or at the time of empanelment of the applicant. The service providers will be selected on the basis of their existing, manpower availability, and technical competence and experience of working in the related field(s). Service Providers may get empanelled on the basis of their expertise and levels of competence required in the areas/fields given in the application.

**19. Period of Empanelment**

The empanelment of the service providers will for a period of three years.

**20. Allocation of work**

The work will be allocated in a manner based on the requirement from the concern department. Limited, e- tenders will be invited from the empanelled service provider's panel having demonstrable competence in the required field, and based on their bid capacity as declared by them. Evaluation can also be done on QCBS pattern by UPSIC for choosing between valid bids in a particular tender. Also the selection will be based on the proven competence and lowest service charge charged.

**21. Code of Conduct.**

- a) Relationship with Client: Dealings with client must be conducted in a n ethical manner, terms of agreement should be clearly and precisely expressed and fulfilled in good faith; work undertaken should be carried out promptly and efficiently and client's interest properly safeguarded and confidentiality maintained.
- b) Relationship with other empanelled Service Provider: Dealing with other empanelled Service Providers' must be conducted in a positive and professional manner and in utmost courtesy and fairness; property rights, work results, confidential data and vendor client relations of empanelled Service Providers ought to be respected; and no engagement in harmful disappearing or predatory tactics will be entertained.



- c) Relationship with Principals: Empanelled service Providers shall represent Principals in a fair and businesslike manner in accordance with their contract, their property and other rights; and provide full and accurate business records.
- d) Relationship with Employees: Empanelled Service Providers shall strive to employ high caliber staff and offer fair and equal opportunities for growth and development. Relevant training and constant upgrading of the employees has to be provided in line with job responsibilities. Also employees have to be informed of their obligation to keep important data confidential. And of the fact that any professional misconduct constituting of unauthorized disclosure of confidential nature or violation of copyright laws will cause employers to take disciplinary action.
- e) Relationship with Public: Empanelled Service Providers shall promote effective use of Information Technology as an instrument for social and economic good and act as good corporate citizens and fulfill their cause employers to take disciplinary action.
- f) Intellectual Property Protection: Empanelled Service Providers shall neither use nor encourage the use of Pirated Software in their own their client's organizations. All software and other related Software Products must be Original, Licensed and Genuine and must conform to the norms and guidelines of Information Technology (IT) Act, 2000 and its amendments from time to time, failing which the empanelment of Service Providers will automatically stand terminated.

## **22. Use of Documents and Information for Projects**

The empanelled Service Providers shall not, without UPSIC's prior written consent, disclose any document containing information furnished by or on behalf of client in connection therewith to any person other than a person employed by the Service providers for the performance of the allotted job. Disclosure to any such employed person shall be made in confidence and shall extend only if necessary for purpose of such performance.

## **23. Agreement**

All Agreement/MOU signed by UPSIC with the client department for execution of the Job order, the same agreement/MOU with similar clauses (where period of contract for the same may vary with the empanelled vendors) shall have to be signed by the concerned empanelled Service Provider with UPSIC for smooth execution of the order on triploid agreement basis where in any case company/firm is strictly not allowed to communicate or interact with the clients and all the payments/transactions/correspondence will done by or via UPSIC and failing which the empanelment of Service Providers will automatically stand terminated. Also, in any case if empanelment of that particular vendor gets void or over due to any reason or said-unsaid circumstances, the agreement with the same vendors is eligible to get void/terminated at that very moment.

## **24. Taxes and Duties**

The empanelled Services Providers shall be solely responsible for all Taxes, Duties, License fees, GST, Statutory dues, etc. as applicable from time to time. Service providers will provide required manpower as per terms and conditions of the Work



Order released by UPSIC. No additional cost will be payable other than the tendered service charge. Documentary evidence for statutory dues depositing claimed by the service provider to be submitted to UPSIC. Empanelled service provider shall be solely liable for every liability/dues or penalties (if any) in accordance to Employees Provident Fund ACT 1952 and Employees State Insurance ACT 1948 as he will be considered as Principal Employer in the eyes of law.

## **25. Termination for Default**

UPSIC may, without prejudice, to any other remedy for breach of contract, or on default by him empanelled Service Providers, terminate the contract in whole or in part if:-

- a) The empanelled Service Provider fails to deliver any or all of the obligations within the time period(s) specified in the work order/contract, or any extension thereof granted by the client.
- b) The empanelled service Provider fails to perform any other obligation(s) under the work order/contract.
- c) If empanelled Service Provider fails to submit documentary evidence toward deposit of statutory dues such as PF, ESI, GST, TDS or any other dues and fees for the period that payment has been made by the company (UPSIC).

## **26. Termination/suspension of Empanelment**

- a. UPSIC may at any time terminate empanelment of any empanelled Service Providers without compensation to the service Provider, if the empanelled service Providers becomes bankrupt or otherwise insolvent or/and
- b. UPSIC may at any time terminate the empanelment of any empanelled Service Providers for its convenience due to degraded performance of assigned work or due to false information provided by the empanelled Service Providers during empanelment or tender.
- c. UPSIC may terminate empanelment of empanelled Services Providers on violation of code of Conduct.
- d. Empanelled company/firm/vendors are liable to reconcile all of their accounts with UPSIC at the end of the financial year and shall get dully audited by Chartered Accountant appointed by UPSIC on their (vendor/tenderee's) cost.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever shall arise between UPSIC and the Service provider in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If and the parties have failed to resolve their dispute or any difference in given period of time, UPSIC may issue a legal notice to Service Provider.
- 27.3 Any dispute or difference in respect of which a notice intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.



28. In case of dispute or difference arising between the UPSIC and a Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Arbitral Tribunal shall consist of 3 arbitrators and one each to be appointed by UPSIC and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators appointed by the parties and shall act as Presiding arbitrator. In case of failure of two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Principal Secretary/Secretary, MSME Department Govt. of U.P.

29.1 If one of the parties fails to appoint its arbitrator in pursuance of sub-clause above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Presiding Arbitrator shall be nominated by Principal Secretary/Secretary, MSME Department, Govt. of U.P. both in case of foreign supply as well as Lydian supply, who shall appoint the arbitrator. A certified copy of the order of the Principal Secretary/Secretary, MSME, Govt. of U.P. marking such an appointment shall be furnished to each of the parties.

29.2 Arbitration proceedings shall be held at India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

29.3 The decision of the majority of the arbitrators shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However the expenses incurred by each party in connection with the preparation presentation etc. of proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

29.4 Notwithstanding and reference to arbitrations herein.

(a) The parties shall continue to perform their respective obligations under the Contract.

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Patent Rights.

(a) The service provider shall not be liable to UPSIC, Whether in contract tort or otherwise, for any Indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service provider to pay liquidated damages to UPSIC and

(b) The aggregate liability of the Service Provider to UPSIC, whether under the contract, in the tort or otherwise, shall not exceed the total value of order under this contract.



**31. UPSIC's right to accept any application and to reject any or all Applications**

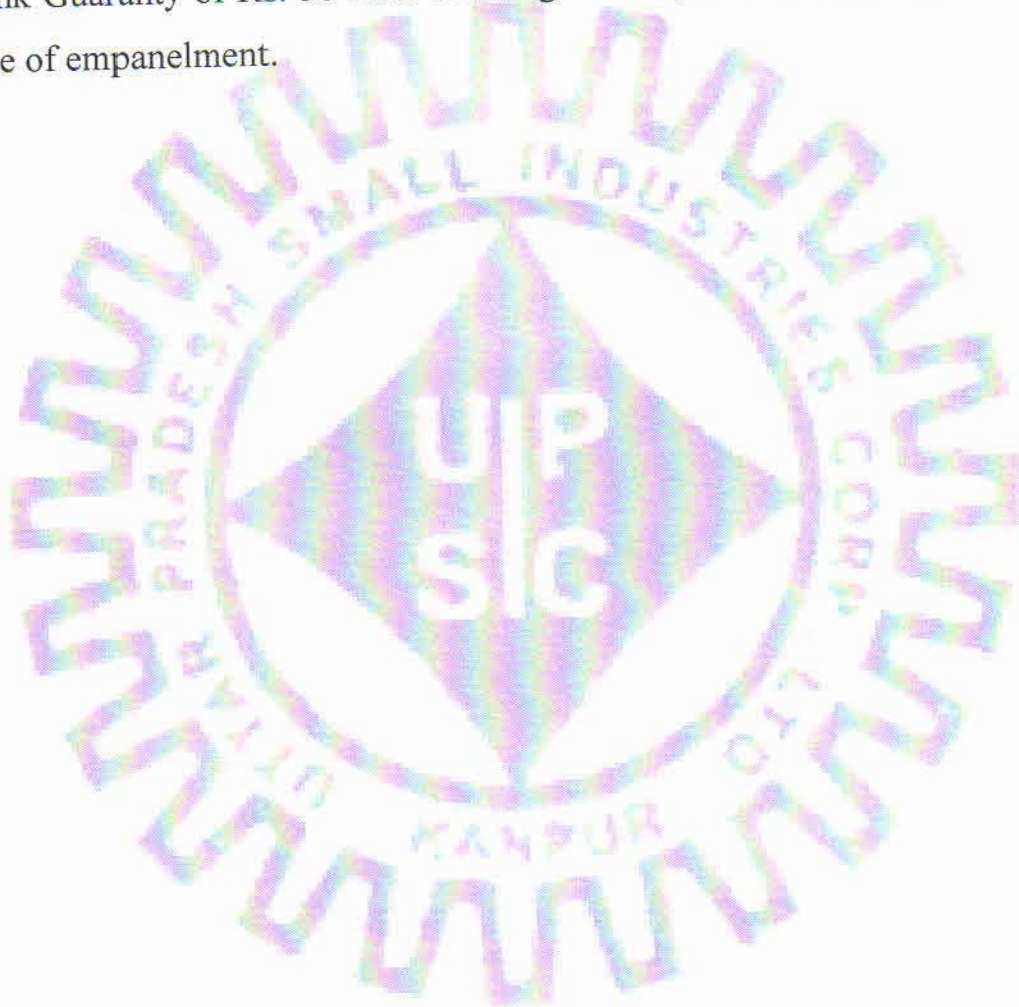
UPSIC reserves the right to accept reject any application, and to annul the empanelment process and reject all applications at any time prior to contract award, without thereby incurring any liability to the affected Applicant or applicants. The Managing Director on its discretion can give relaxation in the empanelment criteria to any applicant.

32. All payments will be received directly by UPSIC. Running payment if mentioned in the work order and as required by the job will be provided to the Service Providers only against Bank Guarantee.
33. The empanelment as Service Provider shall also be guided by the Terms & Conditions as given at various clauses in this RFE. The applicant has to accept by signing these terms and conditions.
34. All the documents required should be submitted along with the application.
35. If any Printed conditions of the applicant are submitted with the application will not be binding on UPSIC.
36. Applications not conforming to any or all the above terms and conditions are liable to be rejected.
37. Incomplete applications are liable to be rejected. Application found with false information shall stand rejected.
38. All disputes are subject to Kanpur Nagar jurisdiction only.



## **SECTION-II (A): MOTIVE FOR EMPANELMENT**

Empanelment for the Supply of skilled, semi skilled, unskilled, Class 1 to Class 4 workers and technical/non-technical workers, etc. Through Manpower/Outsourcing/HR service provider agency shall produce a valid Bank Guaranty of Rs. 50 Lacs standing valid up to at least 3 years from the date of empanelment.





## **SECTION II (B) : ELIGIBILITY AND EVALUATION CRITERIA**

### **3.1 COMMON ELIGIBILITY CRITERIA**

- 3.1.1 The Applicant must be a registered under Indian Company Act, 1956/ Firm registered under The Partnership Act 1932/ Society registered under Societies Act, 1860/Autonomous bodies or any other venture no covered above and in similar business for the last three years as on 31<sup>st</sup> March 2018. Consortium of companies/firms etc. is not allowed to apply for empanelment (Copy of valid Certificate of Incorporation or firms registration attested by Company Secretary/Authorized Signatory)
- 3.1.2 The applicant Company/Firm should have valid GST registration in its name (attach copy of registration)
- 3.1.3 The applicant Company/Firm should have Income Tax PAN in its name {Attach copy}
- 3.1.4 A self-certificate that the Company has not been black listed by any department/autonomous Body/PSU of the Central/ State Government in the past as on last date of submission of the RFE (submit as per Annexure)
- 3.1.5 Annual Turnover for the year last three years shall be 300 Lacs (or above) or last two years shall be 450 lacs (or above) or last financial year shall be 600 lacs (or above) from specific trade/group (Manpower supply) for which applicant seeking empanelment.

### **3.2 Evaluation criteria and Empanelment**

- 3.2.1 Agencies are expected to meet the eligibility criteria as mentioned in the RFE. Agencies failing to either meet these criteria or to furnishing the requisite supporting documents / documentary evidence is liable to be summarily rejected.
- 3.2.2 UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD shall constitute an Evaluation committee, which shall carry out the entire evaluation process.
- 3.2.3 The UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD shall evaluate the proposal with reference to the information contained in RFE and other supporting documents furnished as mentioned in this application.

### **3.3 REQUIREMENT FOR EMPANELMENT**

#### **3.3.1 Empanelment for Manpower Providers**

**(A) Manpower Provider shall provide Manpower as per requirement of end customer.**

- 1.1 The person, deployed by the successful Empanelled Manpower provider should be Honest, Healthy and well disciplined Character and Antecedents of these persons shall be verified, and responsible in this regard lies with the Manpower Provider. The Contracting



agency/Company/firm shall furnish the following in respect of the individual persons who will be deployed by it in this Department before the commencement of work.

- a. List of persons short listed by agency for deployment in (place where deployed) containing full details.
  - b. Bio-Data of the persons.
  - c. Character certificate from a competent authority of the Central/State Government.
  - d. Certificate of verification of antecedents of persons by local police authority.
  - e. Identity card bearing photograph.
  - f. Adhaar Card
  - g. Mobile Number
- 1.2 The Service Provider shall bear all expenses regarding uniforms, preparation of their Identity card, compensation, wages and allowance (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours. The manpower Provider shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactment/amendments/modifications.
- a) The payment of wages Act, 1936
  - b) The Employees Provident Fund Act, 1952
  - c) The factory Act, 1948
  - d) The Contract Labour (Regulation) Act, 1970
  - e) The Payment of Bonus Act, 1965
  - f) The Payment of Gratuity Act, 1972
  - g) The employees State Insurance Act, 1948
  - h) The Employment of Children Act, 1938
  - i) The Motor Vehicle Act, 1988
  - j) The Minimum Wages Act, 1948
- 1.3 The personnel will be screened by the Service Provider after police verification regarding the antecedent, character and conduct; and a copy of the reports shall also be submitted to UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD.
- 1.4 In case of any loss that might be caused to the UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the Service Providing Agency and in this connection, the UPSIC shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD besides imposition of penalty. In case of any deficiencies/lapse on the part of the personnel deployed by the Service Provider, the UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 1.5 The Empanelled Manpower provider should be registered with Employees Provident Fund Organization (EPFO) and Employee State Insurance Corporation (ESIC) Labour Department on the date of submission of RFE.
- 1.6 If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Service Provider.
- 1.7 In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Kanpur Court will have the jurisdiction to settle and decide all the disputes.



- 1.8 The Manpower Provider will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.
- 1.9 The Manpower Provider should maintain all the records and documents under various labour laws applicable to contract labour/personnel and also Shops & Establishment act/Rules applicable to his/her establishment and make them available at the UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.
- 1.10 The Service Provider should obtain a License from Central Labor Commissioner to engage the Contract labour/personnel as per Contract Labour Act.
- 1.11 UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD shall not bear any liability arising out of the work by the hired person. The service provider shall be responsible for all such liabilities. In case of any casualty to the persons deployed the department will not bear any liability.
- 1.12 The manpower provider firm shall not appoint any sub company/agency to carry out the obligation under the contract. (SELECTED MANPOWER SERVICE ADHERES TO THE FOLLOWING AWARD OF THE CONTRACT)
1. Notice on service provider website and newspaper for Vacant Positions
  2. Screening of candidates as per norms
  3. Submission of List of Screened candidates to UPSIC by Service Provider
  4. Final Screening of candidates to prepare finalist
  5. Screening of all or few candidates on random provider to UPSIC
  6. Submission of final candidate list by service provider to UPSIC.
  7. Submission of List of employee by UPSIC to department/principal employer
  8. Submission of complete details in format provided by UPSIC along with offer letter/ contract/appointment letter issued by service provider
  9. Collection of joining report of all candidates by service provider and submission of same to the UPSIC.
  10. Service provider has to ensure to collect attendance of all working employees within 5 working days of next month and submission of Bill.
  11. For all employees whose attendance will not be received within stipulated time, they will be billed in the next month.
  12. Salary Payment by service provider within 2 working days after receipt of salary payment from UPSIC.



13. Service Provider has to pay salary of employees at least for a month in case UPSIC is not able to process payment within 7 days from receipt of payment from department/principal employer.
14. Payment of all statutory days within time frame as per statutory body guideline irrespective of billing status or any other problem.
15. No employee will be removed, replaced or added without written information and approval of UPSIC
16. Attendance, bill, letters to be submitted in original.
17. Service Provider has to develop a HR application with required access by UPSIC, Principal employer/department and employees.
18. Service provider has to adhere strictly with laws and wages act.
19. There would be no direct written communication between service provider and client department/principal/employer
20. Service provider will not use logo or brand of UPSIC in its letterhead, business card etc.
21. Service provider must have a dedicated help line and online complaint management system to resolve issues of employees. No employee complaint should be pending for more than 7 working days.
22. Service provider must have to adhere with all the terms and conditions laid down by client department or principal employer.



**(B) Specific eligibility criteria for empanelment for manpower provider**

Sr.no.	Criteria	Documents to be submitted as qualifying documents
1	EXPERIENCE IN THE FIELD OF Manpower Provide in Govt. department/semi Govt. for various job Category. A) Details of Manpower provide since 1st April, 2015 Indicating the name of the organization /period of Manpower providing/value of Order. B) Must have completed assignments, as given below, For the Manpower requite in a large Enterprise/ Government environment in previous three year of date of registration.	Attach copies of Work orders and performance Certificate/completion certificate along with details as per <b>Annexure 1</b>
2	<b>TECHNICAL EXPERTISE</b> The firm must have expertise in their respective field of MANPOWER/HR services for various Client Department of U.P. Govt.	Undertaking by applicant/authorized person along with details.
3	<b>Infrastructure</b> Should have adequate infrastructure to execute the manpower providing efficiently.	Furnish the details
4	<b>Registration</b> a) Should have registration in EPFO and ESIC,etc. b) GST registration c) Should have registration with labour commissioner.	Enclosed copies of Registration

**DECLARATION BY THE APPLICANT**

It is hereby declared that I/We, the undersigned, have read and examined all the requirements, terms and condition of the tender documents for which I/We have signed and submitted the application under proper lawful power of Attorney. It is also certified that all the requirements terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions.

This is also certified that I/We/our principals have submitted all the documents as per technical requirement, terms and conditions for empanelment as Manpower Supplier UPSIC

Date:

Signature

Address:

Name

Designation

On behalf of



(Company seal)

### SECTION III: CAPPABILITY STATEMENT (CS)

#### 1. GROUP SERVICE PROVIDER APPLYING FAR MANPOWER SUPPLY.

Particulars of Applicant Company/Organization(Copy of the Documentary proof to be submitted)			
Name of the Company/ Organization			
Registration No. of Company/ Organization			
Date of incorporation of Company/ Organization			
GST registration of the Company/ Organization			
PAN no. of Company/ Organization			
Employees' Provider Fund (EPF) Registration No.	UJP		
Registration with Labour Commissioner	SLC		
*E-Tender Login ID			
DSC (Digital signature Certificate) Holder's Name			
Class of DSE (Digital Signature Certificate)			
Validity of DSE(Digital Signature Certificate)			
Registered Address	Whether premises Owned/Leased/On Rent(Please specify)	STD Code	
		Tel.No.1	
		Tel.No.2	
		Fax No.	
	City	MOBILE:	
	PIN		
State			
Website Address/E-MAIL:			
Type of Company/Organization(Please Tick)	Government	Public Sector Undertaking	Public Limited
	Private Limited	Partnership	Proprietorship
Strength of Personnel	No. of Marketing	No. of Technical Personnel	No. of Supporting Personnel



	Personnel		

<b>2a. Details of Registration fee (Non-refundable)</b>		
Bank Name:	Branch:	Amount:
Drawn on:	Instrument No.:	Date:

**3. Whether the aforesaid company/Organization/their Directory/Partner/Promoters is/are Under trial by the court/Govt. Investigating Agencies?  
If yes, furnish the details otherwise mention as "No.", below  
(if at any stage, it is found to be false or the facts concealed, the empanelment of the Applicant Company/ Organization will be cancelled automatically**

Particulars of Case/Trail	Court/Investigation Agency Name	Brief Description

**4. Particulars of Managing Director/CEO/Proprietor/Managing Partner 1**

Name & Designation	Address	STD Code
		Tel No. 1
		Tel No. 2
		Fax No.
	City	Mobile
	Pin	e-mails
	State	

**5. Particulars of Contact Person**

Name & Designation	Address	STD Code
		Tel No. 1
		Tel No. 2
		Fax No.



	City		Mobile	
	Pin		e-mails	
	State			

6. Location of Other office in Utter Pradesh and Other Parts of India.					
S No.	Name & Designation of Head of the Office	Address		Number	
1				STD Code	
				Tel No. 1	
				Tel No. 2	
				Fax No.	
				Mobile	
				e-mails	
2				STD Code	
				Tel No. 1	
				Tel No. 2	
				Fax No.	
				Mobile	
				e-mails	
3				STD Code	
				Tel No. 1	
				Tel No. 2	
				Fax No.	
				Mobile	
				e-mails	



7. Turnover of the Company/ Organization for last three financial years				
Year	Period		Total Turnover of the Company/ Organization	Out of Total Turnover, The Turnover From manpower Service only
	From:	To:		
2015-2016 (Audited/Certified)				
2016-2017 (Audited/Certified)				
2017-2018 (Audited/Certified)				

Certification, if any	Yes/No.	Valid up to
ISO-9000 Series (Please specify)		
SE-CMM Level (indicate the level)		
Any other (Please specify) (indicate the level wherever it is applicable)		



**9. Whether applicant Company/ Organization is/are already Empanelled with Other Corporation/ Organizations under I.T.& Electronics Department, Government of Utter Pradesh**

Name of Corporation/ Organization	Empanelment period(from-to):
1.	1.
2.	2.
3.	3.

**10. Any other relevant information that Applicant Bidder may like to mention.**

Blank area for providing additional information.



Signature, Name with Seal and Designation of Authorized Signatory.

## Terms and Conditions of Empanelment with UPSIC

1. The Company empanelment with UPSIC shall be called a Service Provider for Manpower supply of UPSIC.
2. The Empanelment of the service provider will be for a period of three year from date of empanelment, the service provider shall submit a security deposit (refundable) in the form of BANK GAURANTY in favour of U.P. SMALL INDUSTRIES CORPORATION LTD, KANPUR.
3. The service provider and UPSIC shall work together in the respective areas/fields for providing quality services.
4. The job from the client department will be allotted to UPSIC, the same shall be awarded to the empanelled Service Provider as follows:
  - a) Limited e-tender will be invited among all empanelled service provider of Manpower Supply.
  - b) The Section shall be based on the provided competence and lowest quotation.
  - c) At the time of empanelment of the work to the service provider an MOU/Agreement defining the terms & condition of the tender will have to be signed between UPSIC and the service provider.
5. All correspondence with the client will be done by UPSIC only.
6. The empanelled service provider will have to follow the Current reservation policy of GOVT. OF U.P.
7. Payment from the client will be made to UPSIC and UPSIC will pass on the payment to the concerned Service Provider as per the terms and conditions of MOU/Agreement.
8. No service provider will directly or indire77ctly(through other agencies) bid for a job where UPSIC is participating as bidder. Any Service Provider



found opposing UPSIC is liable to be disqualified and his empanelment shall be cancelled and they will be barred from getting themselves re-empanelled for a period of at least 5 years.

9. If a Service Provider represent and obtains work directly from any client by mentioning their empanelment in UPSIC, their empanelment shall stand cancelled and any damages suffered by UPSIC shall be recovered from the Service Provider.
10. UPSIC reserves the right to inspect the site of the service provider at any time and if the infrastructure is not found adequate as per this application requirement, the empanelment of the service provider shall be cancelled.
11. If the service provider hides the information or is found misrepresenting, the empanelment of the service provider shall be cancelled and UPSIC would not be under any obligation to give any clarification and damages.
12. This empanelment is being done under the Policy and Rules of UPSIC and amendments incorporated in this policy from time to time by UPSIC and which shall be binding on the service provider. Any violation of the same shall lead to cancellation of empanelment of the service provider.
13. Service provider shall not divulge any contents of the agreement, in part of whole, without obtaining the written permission from UPSIC.
14. The service provider will have to be careful, diligent and show workman like manner in conformity with the accepted standard practices as per industry norms.
15. UPSIC reserves the right to cancel the empanelment of the service provider without any prior notice, if any, of the above condition is violated.
16. Any dispute arising out of related with this empanelment shall be subject to jurisdiction of Kanpur only.
17. If a service provider is found to obtain jobs/services by mean of using fraudulent techniques then their empanelment shall be cancelled and punitive actions may be initiated against them.



Signature, Name with seal and designation of authorized signatory.

Annexure 1

**STATEMENT OF EXPERIENCE AND COMPETENCE**  
**IN RELATED AREAS/FIELD GIVEN IN THE TENDER**

(Job award and successful job completion certificate are essential and to be Annexed)

S.No.	Name of Work Awarding Department	Name of the Client Department	Year of		Salary of Employees deployed	Total Tender Value (Rs. in Lacks)	No. of employees
			Job awarded.	Job Completed Successfully.			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							







## **DECLARATION BY THE APPLICANT**

(On the letterhead of the company/firm)

It is hereby declared that I/We, the undersigned have read and examined all the requirements, terms & conditions of the application document for which I/We have signed and submitted the application under proper lawful power of Attorney. It is also certified that all the requirements, terms & conditions of the application and its documents are fully acceptable to me/us and I/We will abide by the conditions.

This is also certified that I/We/Our principals have submitted all the genuine documents as per requirements of application and Terms & Conditions for the empanelment as service Provider of Manpower/Outsourcing/HR Services for UPSIC Ltd.

Date:

Address:

Signature:

Name:

Designation  
On behalf of  
(Company seal)



AFFIDAVIT

To  
Managing Director,  
U.P. Small Industries Corporation LTD,  
110, INDUSTRIAL ESTATE FAZALGANJ  
KANPUR 208012.

I, ..... aged about ..... Years,  
Son of Sri.....  
Resident..... of.....  
....., the Deponent, do hereby solemnly  
affirm and state on oath as under:-

1. That the deponent is the authorized representative of M/S.....  
(Name and address of Company/ Organization) and holding the position of  
.....  
In the above Company/ Organization deponent is duly authorized to sign and swear and this  
Affidavit on behalf of M/S.....
2. That the above Company/ Organization has applied and submitted documents etc for empanelment  
with UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD, 110 INDUSTRIAL  
ESTATE KANPUR in response of tender Notice for Empanelment bearing Ref. No. UPSIC/SW-  
EMP/2017-2018 for areas/field given in this tender.
3. That the Deponent submits the following information declaring that the above named Company/  
Organization is empanelled with following Nodal Agency/Agencies of the State of UP Government  
under Manpower/Outsourcing/HR Service Providing Agency:

SL. No.	Name of Nodal Agency	Validity Date and period of Empanelment



4. That the Deponent further declares that they have applied for empanelment of their Company/ Organization with the Nodal Agency/Agencies namely.

M/S.....  
.....  
.....

..... and in case of their selection by the said Nodal Agency/Agencies, Deponent shall inform the same to UP SMALL INDUSTRIES CORPORATION LTD within a period of three days.

5. That the deponent declared that above named Company/ Organization/their Associated Company/Firm/Society was Never Blacklisted by any Government organization/agency for the similar nature of business or any other that the applicant company/firm is applying empanelment for.
6. That the deponent declares that above named Company/ Organization/their Associated Company/Firm/Society And or any or all of their Directory/Partner/Promoter was never trialed or under trial by any Court/Government Investigating Agencies.
7. That the deponent declares that the No Police/Vigilance/CBI/EPF/ESIC enquiry is pending against above named Company/Firm/society/their Associated Company/Firm/society and or any or all their Directors/Partners/Promoters is never being conducted by the any such Department of State/Central Government.

Date:

DEPONENT

Place:

**VERIFICATION**

Deponent above named do hereby verifies that the contents of paragraphs 1 to 7 of this Affidavit are true and correct to the best of my knowledge No part of it is false and nothing material information is concealed there from So help me Got Verified on

.....

(Month and Year)

at.....

...( Name of place).

Date:

DEPONENT

Place:

Signed in my Presence..... (Name and sign of the UPSIC's Official (and identified by the document)



## STATEMENT OF CHECKLIST

The applicant is required to include scanned copies of following documents in their application that are mandatorily to be submitted by them in UPSIC's Office.

SL. No.	Required Document	Submitted (Yes/No)	Page No.
1	REGISTRATION FEES in accordance with Clause 1		
2	Signed copy of valid Character Certificate (issued by Competent Authority)		
3	Signed Declaration (Annexure-3)		
4	Signed Documents for Empanelment as per T&C		
5	Signed Capability Statement as per Section-111		
6	Signed Terms and Conditions for Empanelment.		
7	Signed Statement of Experience and competent in related areas/fields as per (Annexure-1)		
8	Affidavit declaring the Non-Blacklisting of Applicant firm in past.		
9	Signed Statement of Manpower Available in related areas/fields as per (Annexure-2)		
10	Document in support of available manpower as mentioned in Annexure-2		
11	Self attested Affidavit as per Annexure-4		
12	Company's Balance Sheet and P/L Account in any of the preceding 03 financial years		
13	Income Tax Return (ITR) for the preceding 03 financial years		
14	Relevant pages of Memorandum and Article of Association showing objectives of the company.		
15	Certificate for place of registration, Company premises.		
16	Proof of company's premises owned/leased or on rent		
17	Income tax registration number of the company		
18	GST registration number of the company		
19	ISO/CMM certificate, if any		
20	Service Tax return for the preceding 03 financial years		
21	EPF Registration copy, ESIC Registration copy and Labour Department		
22	Self attested copies of ECR/Challans of EPF and ESI for last one year of employees discribed in Annexure 1		
23	Shop and Establishment act registration		
24	Copy of Registration with Labour commissioner		
25	Details of Security Deposit with UTTAR PRADESH SMALL INDUSTRIES CORPORATION LTD, if any by the applicant. (If the applicant was empanelled with the company during previous years)		
26	Self attested Affidavit declaring applicant if bound to follow the guidelines and policies set by UPSIC.		

Signature, Name with Seal and Designation of Authorized Signatory