



(A Government of Gujarat Company)

23.10.2019

GIL/Manpower Tender/ 1583026

To,

- |   |   |
|---|---|
| <p>1. <b>M/s. Sunrise Computer &amp; Management Consultancy Pvt. Ltd.</b><br/>Vishwanath-1, Opp. Shradhya School,<br/>Jodhpur Gam Road, Satellite,<br/>Ahmedabad- 3890015<br/>Contact Name: Shri Arjan M. Kadegiya, MD<br/>Mo. 9426180086</p> | <p>2. <b>M/s. Ethos HR Management &amp; Projects Pvt. Ltd</b><br/>101, Ornate Arcade, Opp. AUDA Garden,<br/>Near Simandhar Jain Temple, Bodakdev,<br/>Ahmedabad -380054<br/>Contact Name: Shri Hardik Shukla, Director<br/>Mo. 9825086341</p> |
| <p>3. <b>M/s. Bhakti Management Services Pvt. Ltd</b><br/>509, 5th Floor, Megh Malhar Complex,<br/>Sector: 11, Gandhinagar-382011, Gujarat<br/>Contact Name: Shri Avant Jain, Manager<br/>Operations. Mo. 9909008402</p>                      | <p>4. <b>M/s. D. B. Enterprise</b><br/>206, K-158, Sindhubhavan Marg,<br/>Opp. Shilp-3, Bodakdev, Ahmedabad<br/>Contact Name: Shri Dineshbhai Chaudhari,<br/>Proprietor. Mo. 9624741212</p>   |
| <p>5. <b>M/s. Lucky Management</b><br/>601, Shalin Complex,<br/>Sector-11, Gandhinagar<br/>Contact Name: Shri Deep Chaudhari, Partner<br/>Mo. 9601734444 / 9924540005</p>   | <p>6. <b>M/s. A. B. Enterprise</b><br/>White House, Nr. Sahyog Gas Building, Opp.<br/>Dudhsagar Dairy, Highway Road, Mehsana<br/>Contact Name: Shri Aniket Pawar, Partner<br/>Mo. 9925049547</p>  |

**Sub: Empanelment of Agencies for providing "IT Technical Manpower & Data entry Operator"— [Tender No. P&A 2019-20/01] for various Govt. Department/Offices/ Boards/Corporations etc.**

Dear Sir,

This is with reference to bid submitted by you in response to the GIL Tender No. P&A 2019-20/01 for providing "IT Technical Manpower & Data entry Operator" services. We are pleased to inform you that subsequent to financial evaluation of the tender, the Government has decided to empanel above agencies for providing manpower on contractual basis for the **period of 2 years i.e. from 23.10.2019 to 22.10.2021 on** following terms and conditions.

**A. Scope of Work:**

You shall provide IT Technical Manpower & Data Entry Operator/Computer Operator the required manpower resources as and when required from different Govt. Department/Offices/ Boards/Corporations etc purely on outsourced (third party) basis and as mentioned in the attached Annexure A, at the given rates.

The agency shall also provide stenographer as and when required from different Govt. Department/Offices/ Boards/Corporations etc purely on outsourced (third party) basis at the rate provisioned in the GAD GR. no. LPK-11/2014/894068/KH-3 dated 2.07.2015 i.e. maximum Rs. 15,000/-.

Respective Govt. Offices may place the work order directly to empaneled agencies under intimation to GIL.

**GUJARAT INFORMATICS LIMITED**

CIN : U74999GJ1999SGC035459, Block No.2, 2nd Floor, D-Wing, Karmayogi Bhavan, Gandhinagar-382010.

Phone : +91-79-23256022 | Fax : +91-79 23238925 | www.gil.gujarat.gov.in

## B. Recruitment process:

1. GoG Department/Offices/ Boards/Corporations will provide the details of the openings along with the desired Job descriptions, qualifications and skillset to the empaneled agency.
2. Agency will carry out initial screening of candidate and ensure that the proposed candidate/ resource meets GoG Department/Offices/ Boards/Corporations requirement.
3. Agency will send the suitable profiles of candidates within two to three working days on receipt of any requirement.
4. After screening at GIL/GoG Department end, only shortlisted candidates will be called for written test, personal interview or both.
5. In case if GoG Department/Offices/ Boards/Corporations offices receives any application and/or resume of any applicant candidate directly through advertisement and the same profile is being sent to GoG Department/Offices/ Boards/Corporations offices by the empaneled agency, then the direct application will be considered.
6. In case of any manpower requirement, GoG Department/Offices/ Boards/Corporations offices reserves the right to invite proposals from any of the empaneled agencies under this Tender.

## C. Commercial Terms and Conditions

1. The rate contract shall be given subject to compliance by you of all the laws of the land, including renewal of registration of your license under Bombay Shop & Establishment Act, Contract labour Act etc. and other applicable laws.
2. The Man-month rates for different categories of manpower would be as per "**Annexure A**".
3. You shall be responsible to comply with the provisions of various labour Laws under State and Central Government like Employees Provident fund Act, Payment of Wages Act/ Contract Labour (R &A) Act./ Bonus Act, Minimum Wages Act, Employees State Insurance Act and prevailing applicable labour laws and the rules framed there under. You would make necessary deduction of applicable PF and ESIC contribution etc. from the concerned employees' wages.
4. **You will have to submit concern GoG Department/Offices/ Boards/Corporations offices the list of PF Numbers & ESI Numbers allotted to the manpower provided by you.**
5. You will be reimbursed the Bonus Amount paid as per the provisions of the payment of Bonus Act after payment thereof to the resources.
6. You will be paid bill amount as per the Per resource Premium (+) / Discount (-) inclusive of the bidder's own service charge (in percentage) finalized as under; GST/Service Tax will be extra as applicable.

Sr. No.	Name of Company	Per resource Premium (+) / Discount (-) inclusive of the bidder's own service charge (in percentage)
1	M/s. Sunrise Computer & Mgt.	-4
2	M/s. Bhakti Management Services Pvt. Ltd	0.01
3	M/s. Lucky Management	0.01
4	M/s. Ethos HR Management	0.01
5	M/s. D. B. Enterprise	1
6	M/s. A. B. Enterprise	1

7. You will carry out regular as well as surprise checks on your personnel on duty to ensure that they are ever alert on duty and present before working hours and working efficiently.
8. You will also take necessary action to prevent occurrences of pilferage/thefts.
9. In case, the staff provided by you whose work and conduct is found unsatisfactory, shall be replaced immediately at no cost to the company. Manpower provided should be rotated quarterly and as & when needed.
10. You agree to all the terms & conditions of the tender document.

**D. Payment Terms:**

Payment shall be made within 20 days of the submission of the bill by the agency, subject to the fulfillment of the following requirements:

1. The agency has to issue the appointment letter with terms and conditions of the appointment with a copy to respective Office.
2. The agency also has to send monthly salary and emoluments, PF, ESIC slips as email to the concerned employee and a copy to respective Office.
3. The agency shall have to submit along with the bill, the copy of the attendance register and salary register for having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F. Professional Tax, ESIC contribution, Service Tax/GST etc. in respect of the previous month's payment. If such copies have not been submitted, then the payment of bill will not be made by respective Office.
4. However, the agency will have to make payment to the manpower provided within 7 days from the end of the month irrespective of the pending payment from respective Office. Respective Office expects strict compliance of the laws of the land from the agency.
5. The agency shall have to issue salary slips at the time of making payments to the manpower provided mentioning the break-up of salary along with the deductions made.
6. The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions in respect of previous month.
7. Income Tax and other taxes, if applicable will be deducted from the bill.
8. The contract shall be given subject to compliance by the agency of all the laws of the land, including renewal of registration of its license under Bombay Shop & Establishment Act, Contract labour Act etc. and other applicable laws.
9. If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.

**E. Security Deposit:**

1. The empaneled agency shall have to deposit the Performance Security @10% of each individual order received under this empanelment during the contract period, if any within 15 working days of the date of order in the form of Performance Bank Guarantee for a period of 30 months from the date of this empanelment order. The PBG shall be from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 ([http://www.gil.gujarat.gov.in/grs/DMO\\_2173\\_16\\_Apr\\_2018\\_714.pdf](http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf)) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith). Further, EMD of Rs. 2,50,000/- remain with GIL for contract duration.

**F. Penalty:**

1. Government Offices will provide the details of the opening along with job descriptions and specification to the agency as and when required.
2. Agency will carry out initial screening of candidate and ensure that the recommended candidate meets respective office requirement.
3. Agency is required to send the suitable profiles of candidates within 15 working days of receipt of request of resources.
4. A penalty of Rs.500/-per day will be levied for delay in responding beyond 15 working days. The penalty will be deducted from your monthly bill OR from the PBG/Security deposit submitted for performance of the contract.
5. In case of absenteeism for more than 7 days at a stretch (unauthorized), agency has to depute suitable, equivalent or better replacement with substitute.



6. Allowed leave for per resource per month is 1, in case of absence of manpower from duties, the respective Government Office shall deduct proportionate amounts from the monthly payment due to the agency.
7. The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Managing Director, GoG Department/Offices/ Boards/Corporations offices shall be binding to the agency.

**G. Validity:** This contract is valid initially for a period of 2 (Two years) i.e. from 23.10.2019 to 22.10.2021.

**H. Termination**

In case any party to this agreement desired to terminate/cancel/withdraw from this agreement, it has to give notice to the other party of its intention to do so before 60 days in advance in writing specifying the actual cause/reason for the same.

**Termination for Default:**

The GIL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the GIL pursuant or
- b) if the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of the GIL has engaged in corrupt or fraudulent practice in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition;"

- d) If the Service Provider fails to conform to the quality requirement laid down.

In the event the GIL terminates the Contract in whole or in part, GIL may take resources, upon such terms and in such manner as it deems appropriate, similar to those mentioned in bid, and the service provider shall be liable to the GIL for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

**Terminations for Insolvency**

GIL may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GIL

If any complaints is received from any of Department regarding the performance issues, payment of statutory dues, salary payment and on asking clarification for the same, you shall respond immediately to the queries. More than 3 reminders/Notices and not receiving satisfactory written response from your side, shall lead to the termination of contract and further blacklisting your agency for any future assignment.

**I. Jurisdiction:**

1. This agreement is subject to the exclusive jurisdiction of the competent courts at Gandhinagar, Gujarat, India.

**J. Other Terms and Conditions:**

1. All the agencies shall submit to GIL, a list of manpower supplied to any office and any addition to that under this contract at the end of every month.
2. All Department/ offices shall also need to mark a copy to GIL of the work order given to empaneled agencies for outsourced manpower under this contract. GIL shall not take any responsibility of correspondence with the agencies, if such a copy of work order is not provided to GIL.
3. Any dispute and / or difference arising out of the work concerning this contract shall be referred to the Managing Director of the GIL and his/her decision shall be final and binding on the agency.
4. There shall not be any privities of contract between employees engaged by the agency and the respective Office. The agency only shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned

**K.** No Sub Contracting shall be allowed for this project. The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without respective Office's prior written consent.

**You are requested to return the duplicate copy of this Work Order duly signed and stamped as a token of your acceptance of this contract per return post.**

Thanking You,

Yours Faithfully,

**For, Gujarat Informatics Ltd;**



**R. R. Amin**

**G.M. (Services) & Accounts Officer**

Annexure A – Manpower Category					
S/N	Designations	Year of Experience	Education Qualification	Experience in/Job role	Base Contract price per Month (Rs.)
1	Data Entry Operator (Computer Operator)	"0" Fresher with required skill	Graduate or Diploma or BCA with computer Knowledge	<p>Candidate should have Typing Speed of 25/words per minute in Gujarati typing and 40/words per minute in English typing</p> <p><b>Job Role:</b></p> <ul style="list-style-type: none"> <li>• Compiling, verifying accuracy and sorting information to prepare source data for computer entry</li> <li>• Reviewing data for deficiencies or errors, correcting any incompatibilities and checking output</li> </ul>	<p><b>Rs. 12,000/-</b></p> <p>Only GST Extra. PF, Insurance included in base price.</p> <p><b>Note: For every one completed year of experience as data entry/ computer operator in relation to supplied resource, 5% flat (no Compounding) extra on base contract price.</b></p>
2	Analyst or Programmer	1-3	B.E/B.Tech (IT/EC/CE) from UGC/AICTE recognized University	<p>Should have experience of 1 to 3 years in Web/Mobile application requirement understanding and Analysis, creating System Requirement specification (SRS), Functional requirement Specification (FRS), Creating Wireframes and preparing use cases</p>	<p><b>Rs. 18,000/-</b></p> <p>Only GST Extra. PF, Insurance included in base price.</p> <p><b>Note: For every one completed year of experience as Analyst or Programmer in relation to supplied resource, 5% flat (no Compounding) extra on base contract price.</b></p>
3	System Analyst or Sr. Programmer	4-6	B.E/B.Tech (IT/EC/CE) from UGC/AICTE recognized University	<p>Should have experience of 4 to 6 years in Web/Mobile application Requirement understanding and Analysis, creating System requirement specification (SRS), Functional Requirement Specification (FRS), Creating Wireframes and preparing use cases, Team Management skills, Client facing skills</p>	<p><b>Rs. 24,000/-</b></p> <p>Only GST Extra. PF, Insurance included in base price.</p> <p><b>Note: For every one completed year of experience as System Analyst or Sr. Programmer in relation to supplied resource, 5% flat (no Compounding) extra on base contract price.</b></p>