

## **Revised Request for Proposal (RFP)**

**For**

### **Empanelment of Agencies for Providing Outsourced Manpower**

**Bid Processing Fee: Rs.1500/-**

**Tender no: P&A - 201718/04**

**Date: 07.07.2017**



#### **GUJARAT INFORMATICS LIMITED**

Block 1, 8<sup>th</sup> floor, Udyog Bhavan  
Sector-11, Gandhinagar- 382 017  
Phone: 079-3256022 Fax: 079-23238925  
Website: [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)

**Last date of Submission of Pre-bid Queries: 29-06-2017 till 15.00 hrs**

**Date of pre-bid meeting: 30-06-2017 at 15.00 hrs**

**Last date of Submission of bids: 14-07-2017 at 15.00 hrs**

**Date of Opening of Technical Bids: 14-07-2017 at 17.00 hrs**

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## **1 Section 1: Invitation for RFP**

### **1.1 RFP Notice**

Gujarat Informatics Limited (GIL) invites tenders for **Empanelment of Agencies for Providing Outsourced Manpower to GIL**/other Government Organizations as may be asked by GIL.

a. The RFP includes the following documents:

- Section 1 - Invitation for Proposals (IFP)
- Section 2 - Instruction to Bidders (ITB)
- Section 3 - General Conditions of Contract (GCC)
- Section 4 - Terms of Reference
- Section 5 - Technical Proposal Forms (TP)
- Section 6 - Commercial Proposal Forms

b. Interested parties may download the RFP document from the website [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)

c. The bid must be submitted physically at our Gandhinagar office.

d. Bid Processing Fee – **Rs.1,500/-** in the form of DD in favour of **“Gujarat Informatics Limited” payable at Gandhinagar.**

Earnest Money Deposit **Rs.25,000/-** in the form of DD in favour of **“Gujarat Informatics Limited” payable at Gandhinagar.**

e. GIL reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

f. This RFP document is not transferable.

g. Pre-qualification details & Technical Bids will be opened in the presence of Bidders or their authorized representatives who choose to attend on the specified date and time.

h. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.

**1.2 Important Information**

S. No	Information	Details
1.	RFP No.	<b>P&amp;A 201718/04</b>
2.	Bid Processing Fee	Rs. 1,500/-
3.	Earnest Money Deposit (EMD) in the form of a DD	Rs. 25,000/-
4.	Last date and time for submission of pre-bid queries	29-06-2017 till 15.00 hrs
5.	Last date and time for submission of DDs of EMD, Bid processing Fee, proposals (Technical and commercial/Financial) at GIL in physical form	<b>14-07-2017 till 15.00 hrs</b>
6.	Place, Time and Date of pre-bid meeting, submission of bid processing fee, EMD and opening of financial bid.	<b>Pre-Bid meeting date-</b> 30-06-2017 at 15.00 hrs <b>Place:-</b> <b>Gujarat Informatics Ltd.</b> Block No. 1, 8 <sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar. Tel: 079-23259230, Fax: 079-2323892 Date of opening of Financial Bid will be intimated later
7.	Opening of Technical Bids	<b>14-07-2017 at 17.00 hrs</b> <b>Place:-</b> Gujarat Informatics Ltd. Block No. 1, 8 <sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar. Tel: 079-23259230, Fax: 079-2323892
8.	Contact Person for queries	Mr. Samir Mehta (G.M. Services) / Accounts Officer Gujarat Informatics Ltd. Block no. 1, 8th floor, Sector 11, Udyog Bhavan, Gandhinagar. Tel. No: (079) 23259224 Fax. No. (079)23238925 Email : <a href="mailto:samirm@gujarat.gov.in">samirm@gujarat.gov.in</a> <a href="mailto:ishitat@gujarat.gov.in">ishitat@gujarat.gov.in</a>
9.	Address at which proposal in response to RFP notice is to be submitted:	Mr. Samir Mehta G.M. (Services) / Accounts Officer Gujarat Informatics Ltd. Block no. 1, 8th floor, Sector 11, Udyog Bhavan, Gandhinagar. Tel. No: (079) 23259224 Fax. No. (079)23238925 Email : <a href="mailto:samirm@gujarat.gov.in">samirm@gujarat.gov.in</a>

S. No	Information	Details
10.	Bid validity	180 days, From date of bid opening
11.	Date, Place of negotiation	Prior to signing the contract. G.M. (Services) / Accounts Officer Gujarat Informatics Ltd. Block no. 1, 8th floor, Sector 11, Udyog Bhavan, Gandhinagar. Tel. No: (079) 23259224, Fax. No. (079)23238925 Email : <a href="mailto:samirm@gujarat.gov.in">samirm@gujarat.gov.in</a>
12.	Deadline / last date for furnishing security deposit	Within 15 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier
13.	Performance security value (Performance Bank Guarantee)	Rs. 1,00,000/-
14.	Security deposit validity period	6 Months beyond expiration of contract period.

## 2 Section 2: Instruction to Bidders

### 2.1 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and the GIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### 2.2 Qualification Criteria

The agency meeting the following qualification criteria will be short listed and considered for technical evaluation and financial bid. **(Contractual manpower providing the category of security will not be considered at any point during the technical evaluation)**

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal	Required Form to be filled by agency
1	The Agency should be a Company registered under the Indian Company Act, 1956 OR should be a partnership firm OR Proprietorship Firm who have their registered offices in India and should have been in existence for a period of at least <b>5 years</b> prior to the date floating the tender.	Certificate of Incorporation/ Partnership registration/ Affidavit or necessary proof.	Form 3 -
2	The agency should possess <b>Valid ISO certification</b> obtained prior to the date floating the tender.	Copy of Certification	Form 4
3	The agency must possess a <b>valid registration</b> with <b>Employment Exchange in Gujarat</b> prior to the date floating the tender.	Copy of Registration	Form 5
4	The tenderer should have a minimum financial turnover of <b>Rs.1 crore in each of past 3 financial years</b> (2014-15,2015-16 and 2016-17) as revealed by audited accounts.	Bidder should have to submit the CA certificate mentioned clearly <b>"Turnover from providing manpower" along with annual accounts of all the 3 years</b> <b>Provisional accounts for 2016-17 would be accepted along with a CA certificate for Turnover subject to submission of final accounts along with final audit report as and when finalized.</b>	Form 6
5	<b>Agency must have a valid Labour license</b> for providing at least <b>100 Manpower</b> of <b>similar category</b> in a single work order at a Government Organization/PSU <b>prior to the date of floating the tender.</b>	Proof of license & supporting documents	Form 7
6	Bidder should have their <b>office in Gandhinagar or Ahmedabad</b> since last two years prior to the date floating the tender.	The copy of Property tax bill/Electricity Bill/ Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof from last two years. (prior to the date floating the tender).	Form 8
7	The agency should have supplied minimum <b>500 plus contractual manpower</b> of similar kind during last 2 years (prior to the date floating the tender) out of which at least <b>250 manpower in Govt./Semi Govt. sector.</b>	Work Order/Client Letter/Job Completion certificate	Form 9
8	The agency should have supplied the similar kind of manpower in at least <b>20 organizations</b> during last 2 years (prior to the date floating the tender) out of which <b>10 organizations should be Govt./Semi Govt./PSU</b>	Work Order/Client Letter/Job Completion certificate	Form 10
9	The Bidder should not be under a <b>declaration of ineligibility for corrupt and fraudulent practices</b> issued by Government of Gujarat and/ or <b>black-listed by Gujarat Government Departments/PSU's/Local Authorities.</b>	Certificate/ affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices	Form 11
10	The bidder must have a valid <b>PF Registration, ESI registration, Professional Tax and Service Tax Registration, GST Registration</b> in India.	Copy of a valid Service Tax, GST, PF and ESI Registration in India.	Form 12

- 2.2.1 Any kind of consortium will not be allowed.
- 2.2.2 All supporting documents are to be physically submitted with the tender document as per given format/form.

### **2.3 Methodology and Criteria for evaluation of Proposals**

- 2.3.1 GIL will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.3.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 2.3.3 During the technical evaluation, GIL may seek clarification in writing from the bidder, if required. **If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid.** The price bid will be opened of the bidders whose technical bids are fully complied and who are eligible in technical evaluation. At any point of time, if GIL feels that the bidder is hiding any information which will affect the tender in short or long run, GIL may reject his bid without assigning any reason or explanation.
- 2.3.4 GIL will form an evaluation Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.3.5 Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.
- 2.3.6 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, **the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups** and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

### **2.4 Financial Bid evaluation:**

- 2.4.1 After the closing time of submission, GIL will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. GIL will seek clarifications if required on eligibility & technical section.
- 2.4.2 The Financial/Commercial Bids of only those shortlisted bidders, who are complying with all the eligibility criteria will be opened in the presence of their representatives on a specified date and time to be intimated to the respective bidders by GIL, and the same will be evaluated by a duly constituted Evaluation Committee.
- 2.4.3 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s).

#### **2.4.4 Steps for Financial Bid Evaluation:**

- a) The quote for service charge must include the applicable TDS **(FOR WHICH THE PARTY MUST PRODUCE THE PROOF OF TDS APPLICABLE TO THEM AND ALL TEMPORARY CERTIFICATES FOR LOWER TAX DEDUCTION MUST BE IGNORED. ONLY THE RATE APPLICABLE AS PER**



**APPROPRIATE SECTION OF THE INCOME TAX ACT SHALL BE CONSIDERED)** to the agency and a fair amount of return on the efforts. Agency will be straight away disqualified if the rates are found to be below the rate of TDS applicable to them.

b) For Evaluation purpose, a Weighted Average Bid value will be computed based on the financial quotes being received. This Weighted average will be calculated considering the financial quote of the respective bidder and their applicable TDS category. Financial quote received from Proprietary firms will be weighted with 1% TDS, whereas for Private Limited firms it will be weighted with 2% TDS.

c) Weighted Average Bid (WAB) will be the calculated as:-

$$\text{WAB} = \frac{(Q1 \times \text{TDS}\% + Q2 \times \text{TDS}\% \dots \dots \dots Qn \times \text{TDS}\%) \div (\sum \text{TDS } 1 + \text{TDS } 2 + \dots \dots \text{TDS } n)}$$

Where,

Q = Quote,

TDS = Applicable TDS %.

n= Number of total bids received.

d) The qualifying range of the financial Bids will be derived calculating as,  $\pm 50\%$  of the **Weighted Average Bid** value so arrived at under point 2.4.4 (c). Financial bids falling outside the qualifying range will be disqualified and not considered for evaluation. For Ex: For a weighted average bid value of 5%, Bids falling within the range of  $\pm 50\%$  of weighted average bid i.e. 50% of 5%, (2.5%) which will set the qualifying range between 2.5% to 7.5%.

e) The remaining bidders after elimination under clause 2.4.4 (a), 2.4.4 (b) and 2.4.4 (d) shall be further analyzed to arrive at L-1 bidder among them.

f) Once L1 rates are finalized as per procedure defined in this section, L2, L3, L4, L5,.....other bidders shall be given the option to match L1 rates and get empaneled with GIL. Final decision for empaneling the agencies who qualify and agree to the terms will be of GIL.

## 2.5 Bid Security (Earnest Money Deposit)

**(Its compliance would be verified at the time of actual opening of the Technical Bid)**

2.5.1 The bidder shall furnish the bid processing fee of Rs.1,000/- and Bid security (Earnest Money Deposit) of Rs.25,000/- in the form of DD favoring **"Gujarat Informatics Ltd."** and submit to GIL office address as mentioned below.

G.M (Services)  
Gujarat Informatics Ltd,  
Block No. 1, 8<sup>th</sup> Floor,  
Udyog Bhavan,  
Gandhinagar-382010

The bid security and bid processing fee must be sent in the sealed cover clearly mentioned that **"EMD & BID processing fee for Empanelment of Agencies for Providing Outsourced Manpower"**.

- 2.5.2 Proposals not accompanied by bid processing fee and EMD shall be treated as non-responsive and summarily rejected by GIL.
- 2.5.3 Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within 60 days after award of the work to the successful/suitable bidder on a written request.
- 2.5.4 The bid security shall be forfeited:
- a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form ;
  - b. Or in case of a successful Bidder, if the Bidder fails:
    - To sign the Contract ;or
    - To furnish the performance security

**2.6 Clarification of Bidding Documents**

2.6.1 A prospective Bidder requiring any clarification of the bidding documents may submit his queries, in writing, at the mailing address: [samirm@gujarat.gov.in](mailto:samirm@gujarat.gov.in) and [ishitat@gujarat.gov.in](mailto:ishitat@gujarat.gov.in). The queries must be submitted in the following format only to be considered for clarification:

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought

- 2.6.2 The queries not adhering to the above mentioned format shall not be responded.
- 2.6.3 The GIL will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed. Email intimation about the clarification (including the query but without identifying the source of inquiry) will be uploaded.
- 2.6.4 In case of any confusion, non-synchronization or anomaly between RFP/Tender clauses and attached forms/documents, clauses of RFP/Tender shall prevail.

**2.7 Amendment of Bidding Documents**

- 2.7.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- 2.7.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.
- 2.7.3 At any time prior to the last date for receipt of bids, GIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- 2.7.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

**2.8 Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

## **2.9 Validity of Proposals**

Bids shall be valid for 180 days after the date of financial bid opening prescribed in RFP. A Bid valid for a shorter period may be rejected by GIL as non-responsive. GIL may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals).

## **2.10 Right to Accept Proposal**

GIL reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **2.11 Disqualification**

GIL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- 2.11.1 Submitted the Proposal documents after the response deadline.
- 2.11.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.11.3 Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 2.11.4 Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.11.5 Failed to provide clarifications related thereto, when sought.
- 2.11.6 Declared ineligible by the any Department or office of Government of Gujarat for corrupt and fraudulent practices or blacklisted
- 2.11.7 Submitted a proposal with price adjustment / variation provision.

## **2.12 Preparation of Proposal**

- 2.12.1 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.
- 2.12.2 The Proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
- 2.12.3 In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes
- 2.12.4 The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.12.5 Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal bid may be liable to be rejected without prior intimation to the bidders.
- 2.12.6 The Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and

referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable.

**2.12.7 The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.**

**2.12.8 Committee may ask bidder(s) for detailed presentations. All such shall be at the cost of bidder.**

2.12.9 The envelopes should be addressed to:

G.M. Services

Gujarat Informatics Ltd.

Block No. 1, 8<sup>th</sup> Floor,

Udhyog-Bhavan, Gandhinagar, Gujarat

2.12.10 The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidders risk and shall result in rejection of the proposal.

### **2.13 Content of Envelop**

Tender should be placed in following order

2.13.1 Envelop for the **“EMD and Bid Processing Fee”**.

2.13.2 Envelop for **“Technical bid documents”**.

2.13.3 Envelop for **“Financial Bid”**

**All the required documents should be submitted as per given format/forms only, failing which the documents will not be considered valid and the tender will be out rightly rejected.**

**Each envelope should mention the document contained in it. All the three envelopes are to be placed in single envelope super-scribing as “RFP for Empanelment of Agencies for Providing Outsourced Manpower”.**

## **2.14 Submission, Receipt and Opening of Proposals**

- 2.14.1 GIL will open all bids in the presence of Bidder or his representative who choose to attend.
- 2.14.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the GIL, the Bid shall be opened at the appointed time and location on the next working day.
- 2.14.3 The Bidder's names, bid modifications or withdrawals, bid prices ,discounts and the presence or the absence of requisite bid security and such other details as GIL, at his discretion, may consider appropriate, will be announced at the time of opening.
- 2.14.4 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawal bids will be returned unopened to the Bidders.
- 2.14.5 Financial Bids of only those bidders who are technically qualified will be opened in the presence of the qualified bidders / their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

## **2.15 Preliminary Examination**

- 2.15.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.15.2 Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which contains all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable law and Taxes and duties will deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.15.3 If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.15.4 Conditional bids are liable to be rejected.

## **2.16 Contacting GIL**

- 2.16.1 No Bidder shall contact GIL on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL, he should do so in writing. GIL reserves its right as to whether such additional information should be considered or otherwise.
- 2.16.2 Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

## **2.17 Award of Contract**

On acceptance of Proposal for awarding the contract, GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **2.18 Performance Security Deposit.**

- 2.18.1 **All such successful Bidder who are eligible for empanelment have to furnish a security deposit so as guarantee their performance of the contract and shall deposit Rs.1,00,000/-**

as **Performance Bank Guarantee** within 15 working days from the date of issue of work order valid for a period of **27 months** 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith.

2.18.2 If additional work is allotted by any of the Government Department/offices under this contract, an additional amount of security at mutually agreed upon amount shall need to be deposited.

2.18.3 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.

2.18.4 Failure of the successful Bidder to comply with the requirement of the contract and PBG can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event, GIL shall forfeit the bid security and declare the contract with that bidder as void.

## **2.19 Fraud and Corruption**

GIL requires that agency selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GIL:

2.19.1 Defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GIL or any personnel of agency(s) in contract executions.
- "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to GIL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive GIL of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change which was given by GIL
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

2.19.2 Will reject a proposal for award if it determines that the Bidder recommended for award has been engaged in corrupt or fraudulent practices and same shall be conveyed to the Government or black listed by any of the Department of Government of Gujarat in competing for the contract in question.

2.19.3 will declare an Agency ineligible, and black listed either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract. The same shall be conveyed to the Government.

## **2.20 Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

### **3 Section 3: General Conditions of Contract**

#### **3.1 Definitions**

- 3.1.1 "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- 3.1.2 "Proposals" means proposals submitted by bidders in response to the RFP issued by GIL for **"Empanelment of Agencies for providing manpower"**.
- 3.1.3 "Competent Authority" means the Managing Director, Gujarat Informatics Limited, Gandhinagar
- 3.1.4 "Committee" means the committee formed for the evaluation of the proposals.
- 3.1.5 "Contract Price" means the price payable to the agency on the panel of GIL under the Contract for the complete and proper performance of its contractual obligations.
- 3.1.6 "Agency" means any private or public entity, which will provide the services to GIL under the contract.
- 3.1.7 "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
- 3.1.8 "Day" means Calendar day
- 3.1.9 "Effective date" means the date on which the contract comes into force and effect.
- 3.1.10 "GCC" means General Conditions of Contract, specified in Section 3 of RFP
- 3.1.11 "Government" means State Government.
- 3.1.12 "GIL" means Gujarat Informatics Limited, Block No.1,8<sup>th</sup>Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
- 3.1.13 "Personnel" means professional and support staff provided by the agency.
- 3.1.14 "Services" means the work to be performed by the agency pursuant to the selection by GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GIL.

#### **3.2 Application**

These general conditions shall apply to the extent that provisions in other parts of Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of GIL shall be final and binding on the agency.

#### **3.3 Standards of Performance**

The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this contract as faithful advisor to GIL. The agency shall abide by all the provisions/Acts/Rules etc. related to labour laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.

#### **3.4 Payment Terms & Time line**

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

- 3.4.1 Certificate from the authorized person on behalf of the Company/Department the presence of the manpower provided by the agency and satisfactory work.
- 3.4.2 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 etc. in respect of the previous month's payment.

- 3.4.3 If such copies have not been submitted, then the reimbursement/ payment of bill will not be made by GIL.
- 3.4.4 **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 GIL. GIL expects strict compliance of the laws of the land from the agency.**
- 3.4.5 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.
- 3.4.6 The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions in respect of previous month.
- 3.4.7 Income Tax and other taxes, if applicable will be deducted from the bill.
- 3.4.8 The rate 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.
- 3.4.9 If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.

### **3.5 Rates**

Prices payable to the service provider as stated in the Contract shall remain constant and fixed during the Contract period.

Information about the rates for providing Manpower shall be provided as per **Annexure "A"** and if any correction is made, initial shall be put after the correction is made. The rates quoted should not be less than minimum wages prescribed by the Govt. for the category of the staff. The changes in the minimum wages as per Minimum Wage Act shall be submitted to GIL by the agency from time to time along with an attested copy of the latest circular of Labour Commissioner, Gujarat regarding Minimum wages & D.A.

### **3.6 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

### **3.7 Governing Language**

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **3.8 Sub Contracts**

No Sub Contracting shall be allowed for this project.

### **3.9 Assignments**

The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without GIL's prior written consent.



### **3.10 Performance Assessment**

- 3.10.1 This RFP is for selection of the agency for execution of the assignments from time to time.
- 3.10.2 GIL shall carry out quarterly review meeting in which the manpower provided by agencies, compliances like PF, ESI and other statutory dues shall be reviewed and the agencies not complying with the tender terms shall be appropriately treated.

### **3.11 Suspension**

GIL may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

- 3.11.1 Shall specify the nature of failure
- 3.11.2 Shall request the agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure

### **3.12 Force Majeure**

- 3.12.1 Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 3.12.2 For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of GIL regarding Force Majeure shall be final and binding on the agency.
- 3.12.3 If a Force Majeure situation arises, the agency shall promptly notify to GIL in writing, of such conditions and the cause thereof. Unless otherwise directed by GIL in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.13 Termination**

#### **3.13.1 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 practices 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.

3.13.2 In the event the GIL terminates the Contract in whole or in part, GIL may procure the services, upon such terms and in such manner as it deems appropriate 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.

3.13.3 If contractor has not deposited statutory dues for the period exceeding 2 months.

3.13.4 If any such compliant is received from any of Department, and the agency has not complied with it, within the term as specified in a query from GIL in this regard.

**3.13.5 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

**3.13.6 Termination for Convenience**

GIL by written notice sent to the service provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the GIL's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

3.13.7 The services that is complete and ready for rendering within 30 days after the service provider's receipt of notice of termination shall be accepted by the GIL at the Contract terms and prices. For the remaining services, the GIL may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for services previously delivered by the service provider.
- c) No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
- d) The contract shall be given subject to compliance by you 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.

**3.14 Taxes and Duties**

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as Service Tax, GST etc.) on amount payable by GIL under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

**3.15 Outstanding Dues**

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

**3.16 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar, Gujarat only.

### **3.17 Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

### **3.18 Other Terms & Conditions**

- 3.18.1 The agency shall provide Skilled/semiskilled/unskilled manpower as per the requirement of GIL/Govt. organizations as and when required & informed by GIL.
- 3.18.2 The Contract shall be given subject to compliance by Agency of all the laws of the land, including renewal of registration of its license under Bombay Shop & Establishment Act or Contract Labour Act etc. and other applicable laws.
- 3.18.3 If the manpower provided by Agency goes on an official tour then they will provide required evidences of the tour and will present a claim for the amounts towards fare, accommodation and food to the agency. Agency shall reimburse the claims as per GRs and Guideline issued by State Government and Agency shall claim the same in the monthly bill submission.
- 3.18.4 The successful bidder would obtain valid licenses/permissions from the concerned Government Authorities for providing the services. This license is to be provided within 1 month of award of contract.
- 3.18.5 The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 3.18.6 Deduction from salary of the employee (like EPF, ESI, S.T., P.T. etc.) by the agency and contribution of agency should be credited in relevant govt. department as per prevailing rules & regulations. Evidence for the same individually should be produced to office before drawing the next payment.
- 3.18.7 It is mandatory for the agency to maintain bank account of every manpower deployed and credit monthly remuneration into these accounts. Any cash payments or payment by any other mode shall not be accepted in any case whatsoever.
- 3.18.8 Agency must have to submit the photocopies of PF receipts, ESI deposit receipts, Professional Tax receipts & Service Tax receipts of employees with their Claims.
- 3.18.9 Agency must have to submit the PF Numbers & ESI Numbers allotted to the manpower provided by Agency.
- 3.18.10 Agency will be reimbursed the bonus amount paid as per the provisions of the payment of Bonus Act.
- 3.18.11 The agency shall have to provide three pairs of Uniforms to Peons/Drivers immediately on the start of the Contract. Laundry expenses will have to be borne by the peons/Drivers.
- 3.18.12 The agency shall deploy adequate manpower to carry out the work assigned to them as per the requirement of the company. The agency shall provide manpower, as per

the understanding between the Company and the agency. The agreed wages will be paid on monthly basis.

- 3.18.13 In case of absence of manpower from duties, the Company shall deduct proportionate amounts from the monthly payment due to the agency.
- 3.18.14 There shall not be any privities of contract between employees engaged by the agency and the Company. The agency only shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.
- 3.18.15 The agency shall ensure that all the provisions of labour laws are complied with and the company shall not be liable for any breach thereof. The agency shall have to bear all costs and consequences of breach of any labour laws and other applicable legislation and also indemnify the company in case of any breach of liability while discharging its responsibilities. On demand, the agency shall give the copies of various registers maintained by them under various Labour Laws.
- 3.18.16 Agency shall be responsible to comply with the provisions of various Labour Acts like Employees Provident Fund, Payment of wages Act/ Contract Labour (R &A) Act./ Bonus Act./ Minimum wages Act etc. and the rules framed there under. Agency would do necessary deduction of PF/ESI Contribution/IT etc. from the concerned employee's wages.
- 3.18.17 If the Company finds that any of their person/persons employed by the agencies are undesirable, immediate steps shall have to be taken by the agency to withdraw such person/persons and to replace with other person/persons as acceptable to the company.
- 3.18.18 The agency shall indemnify and keep indemnified the company and its officers, servants and agents from and against all third parties' claims whatsoever including but not limited to property loss damage, personal accident, injury or death etc.
- 3.18.19 The agency shall be solely and exclusively liable for employing persons in execution of the contract given under this Tender. The company shall have no liability whatsoever concerning the agency's employees in any respect.
- 3.18.20 Any dispute and / or difference arising out of the work concerning this contract shall be referred to the Managing Director of the company and his decision shall be final and binding on the agency.
- 3.18.21 The agency shall pay wages to the persons employed by it. The wages of every person employed to perform duties under this contract shall be paid by the agency before the expiry of 7 days from the last day of the month in respect of which wages are payable (i.e. wages of a month have to be paid by him within 7 days of the next month).
- 3.18.22 **Notwithstanding anything contained herein above the company may in its sole discretion terminate the contract given under this Tender without assigning any reasons whatsoever. In such eventualities one month's notice shall be sufficient and the agency shall have no right to get any compensation.**
- 3.18.23 The agency shall at their own expenses comply with all Labour Laws and keep the company informed in respect thereof. The company shall be entitled to deduct any such some of money directly from the bills to be paid to the agency which sum/sums the company is required to pay as the principal employer on account of the agency's default in respect of all liabilities referred to in the above clause.
- 3.18.24 Agency will carry regular as well as surprise checks on their personnel on duty to ensure that they are ever alert on duty and present before working hours and working efficiently.
- 3.18.25 Agency will also take necessary steps to prevent occurrences of pilferage/thefts.
- 3.18.26 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 after approval of concerned Government Department/ GIL.
- 3.18.27 **If services are found unsatisfactory, the contract shall be terminated by giving one-month notice period by GIL/ any Government Department.**

- 3.18.28 No amendment to this contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
- 3.18.29 The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 3.18.30 The agency will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- 3.18.31 **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.**
- 3.18.32 **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.**

**3.19 Penalty:**

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, GIL and shall be binding to the agency. The penalty amount shall be recovered from the Tenderer from the pending amount of the Bills/ security deposit.

The penalty/penalties may be because of the following inclusive list: -

- 3.19.1 The agency is not responding to an inquiry or work order to deploy manpower.
- 3.19.2 The agency unduly delays in deploying required manpower without any sufficient reason being given.
- 3.19.3 The agency is not in compliance of the labour laws.
- 3.19.4 There are complaints about an agency from department/offices and the agency is not responding adequately.
- 3.19.5 There are complaints of fraud, malpractices and the agency is not complying to the explanations asked.
- 3.19.6 There are complaints from the employees of less amounts paid than required or of any other such malpractices.

The penalty may also lead to termination of contract if the agency is found unsatisfactory and will not be limited to termination but may include legal action against them.

#### **4 Section 4: Terms of Reference**

##### **4.1 Contract Period /Validity of Contract**

The agency is expected to provide the services for **2 (Two years)**, which may be extended further for the period of one year based on satisfactory performance.

#### **5 Section 5: Technical Proposal Forms**

The following are the response formats to be used by bidders for Proposals related to selection of agency:

<b>Sr. No.</b>	<b>Eligibility Criteria Point No</b>	<b>Details</b>	<b>Dully Filled Form</b>
1.		Covering Letter	Form 1
2.		General Information	Form 2
3.	Point No.1	Certificate of incorporation/partnership agency	Form 3
4.	Point No.2	Valid ISO Registration/certification	Form 4
5.	Point No.3	Valid Registration of Employment Exchange	Form 5
6.	Point No.4	Financial Details (Audited turnover copies of last three years)	Form 6
7.	Point No.5	Valid Labour License	Form 7
8.	Point No.6	Copy of address proof	Form 8
9.	Point No.7	Summary of providing 500+ employees and 250+ in Govt./Semi Govt./PSU sector	Form 9
10	Point No.8	Summary of providing manpower in 20 organizations out of which 10 should be Govt./Semi Govt./PSU	Form 10
11	Point No.9	Certificate/ affidavit of declaration	Form 11
12	Point No.10	Valid PF, ESI, Service Tax Registration	Form 12

**5.1 Form 1 – Covering Letter**

*(To be submitted on the agency letter head)*

Date:

To,

**G.M. Services**

**Gujarat Informatics Limited**

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar - 382017

Gujarat, India

**Ref: RFP Notification no \_\_\_\_\_ dated \_\_\_\_\_**

**Subject: Submission of proposal in response to the RFP for “Empanelment of Agencies for Providing Outsourced Manpower”**

Dear Sir/Madam,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no \_\_\_\_\_ dated \_\_\_\_\_ for “**RFP for Empanelment of Agencies for Providing Outsourced Manpower**” in full conformity with the said RFP document.

1. We have read the provisions of the RFP document and terms & conditions that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date of financial opening, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are awarded the contract, we undertake to provide a Security Deposit in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices by any department/office of Government of Gujarat.
7. We understand you are not bound to accept any proposal you receive.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of agency:

Address:



**5.2 Form 2 – General Information**

Sr. No	Particulars	Details to be furnished	
<b>1.</b>	<b>Details of responding Agency</b>		
a)	<b>Name</b>		
b)	<b>Address</b>		
c)	<b>Telephone</b>		<b>Fax</b>
d)	<b>Website</b>		
<b>2.</b>	<b>Details of Contact Person</b>		
a)	<b>Name</b>		
b)	<b>Designation</b>		
c)	<b>Address</b>		
d)	<b>Telephone no.</b>		
e)	<b>Mobile no.</b>		
f)	<b>Fax no.</b>		
g)	<b>E-mail</b>		
<b>3.</b>	<b>Details of Authorized Signatory (please attach proof)</b>		
a)	<b>Name</b>		
b)	<b>Designation</b>		
c)	<b>Address</b>		
d)	<b>Telephone no.</b>		
e)	<b>Mobile no.</b>		
f)	<b>Fax no.</b>		
g)	<b>E-mail</b>		
<b>4.</b>	<b>Information about responding Agency</b>		
a)	<b>Status of Agency(Public Ltd. / Pvt. Ltd /Partnership etc)</b>		
b)	<b>No. of years of operation in India</b>		
c)	<b>Details of Registration (Ref e.g. ROC Ref #)</b>	<b>Date</b>	
		<b>Ref #</b>	
d)	<b>Income Tax Registration number.(PAN)</b>		
e)	<b>Service Tax Registration No.</b>		
f)	<b>Years of operations in India.</b>		
g)	<b>Locations and addresses of offices (in India and overseas)</b>		
h)	<b>Are you registered under Shops &amp; Establishment Act</b>	<b>Yes</b>	<b>No</b>
		If yes, give registration no. _____ & Attached certificate thereof	
i)	<b>P.F Registration No. (Attested photocopy must be attached)</b>		
j)	<b>Employees' State Insurance Act Registration No. (Attested photocopy must be attached)</b>		

**5.3 Form 3 – Certificate of Incorporation / Partnership Agency/proprietorship firm**

*\* Please attach relevant documents as proof in support of above declarations*

**5.4 Form 4 – Valid ISO Certification.**

*\* Please attach relevant documents as proof in support of above declarations*

**5.5 Form 5 –Registration of Employment Exchange.**

*\* Please attach relevant documents as proof in support of above declarations*

**5.6 Form 6 – Financial Details**

Sr. No	Particulars	Details to be furnished
1.	Turnover of Agency (Rs. In lakhs)	
a)	FY 14-15	
b)	FY 15-16	
c)	FY 16-17	
	<b>Total</b>	

*\* Please attach CA certified audited copy as proof in support of above declarations*

**5.7 Form 7 – Copy of Valid Labour License of 100 contractual people at one place in single order**

*\* Please attach relevant documents as proof in support of above declarations*

**5.8 Form 8 – Number of locations at which the agency is operating (Address Proof)**

*\* Please attach relevant documents as proof in support of above declarations*

**5.9 Form 9 –Experience in providing contractual manpower to Govt./Semi Govt. sector during last 2 years**

**Form - 9 (A)**

Sr. No.	Total No. of personnel Supplied	Period of Contract	Whether Private/ Govt./Semi Govt. /PSU's/ (PI specify)	Value of Engagement	Reason for termination (if currently not valid)

**Form - 9 (B)**

Sr. No.	Name & Address, Phone No. of Government Client/PSU	No. of personnel Supplied	Period of Contract	Value of Engagement	Reason for termination (if currently not valid)

- Please provide Work Order/ Client Letter/ Job Completion Certificate for each of the projects/manpower provided mentioned above. In absence of any of the above documents, please provide a self-attestation by Authorized Signatory that the mentioned projects were undertaken by the Agency. **In absence of any of the above documents, details shall not be considered for evaluation**

**5.10 Form 10 –Experience in providing contractual manpower to 20 organizations during last 2 years out of which 10 organization should be Govt./Semi-Govt/PSU**

**Form - 10 (A)**

Sr. No.	Name & Address, Phone No. of Client	No. of personnel Supplied	Period of Contract	Value of Engagement	Reason for termination (if currently not valid)

**Form - 10 (B)**

Sr. No.	Name & Address, Phone No. of Government Client/PSU	No. of personnel Supplied	Period of Contract	Value of Engagement	Reason for termination (if currently not valid)

- Please provide Work Order/ Client Letter/ Job Completion Certificate for each of the projects/manpower provided mentioned above. In absence of any of the above documents, please provide a self-attestation by Authorized Signatory that the mentioned projects were undertaken by the Agency. **In absence of any of the above documents, details shall not be considered for evaluation**

**5.11 Form 11 – Notarized affidavit**

Mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.

(Please submit as per below format)

**Declaration**

**RFP - Empanelment of Agencies for Providing Outsourced Manpower (Tender No. P&A 201718/04)**

I \_\_\_\_\_ authorized signatory of the agency \_\_\_\_\_ confirm that there is no police case pending against our agency relating to previous service contracts.

I \_\_\_\_\_ authorized signatory of the agency \_\_\_\_\_ is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.

**For, Name of Agency**

**Authorized Signatory**

**5.12 Form 12 – Valid Registration of PF, ESI, Professional Taxes, Service Taxes**

*\* Please attach relevant documents as proof in support of above declarations*

Sr. No.	Particulars	Number	Date
1	PF Registration Number		
2	ESI Registration Number		
3	PT Registration Number		
4	Service Tax Number		
5	GST Number		

**5.13 Form 13 – Self attested copies of Challan of EPF Contribution for providing manpower of last 1 year (prior to the date of floating tender).**

Sr. No.	Name of Month	Challan No/	Amount	Remarks

**5.14 Form 14– Self attested copies of Challan of ESI Contribution for providing manpower of last 1 year (prior to the date of floating tender)**

Sr. No.	Name of Month	Challan No/	Amount	Remarks

**Important Note: All the above details should be submitted in the above mentioned formats only. Bidder may attach separate sheet with relevant title of the form.**

## **6 Section 6: Financial/Commercial Proposal**

### **6.1 General Terms and Conditions of Financial/ Commercial proposal**

- 6.1.1 The amount shown in the below format shall be paid by the agency towards the salary of the manpower excluding service tax. Agency has to quote their service charge for providing below manpower. The rates quoted in the format shall be exclusive of the service charge. Rates given in the format are for 26 days (8 hours). No overtime would be paid.
- 6.1.2 The categories of the manpower which are covered in the Skilled, Semi-skilled and unskilled as per the Minimum Wages Act shall be given a rise in their DA/wages as and when declared by the Appropriate Authorities. The Categories which are not included in the above categories shall be given yearly rise at the rate of 10 % of their Gross pay.
- 6.1.3 **The final negotiated rate will remain valid for a period of 2 years (24 months) from the date of contract. However, the term may be extended for further 1 year with the same rate and terms and conditions based on the performance of the agency and requirement of the company.**
- 6.1.4 The Financial Bid shall be binding upon the agency subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days after the date of Bid opening prescribed by the Authority
- 6.1.5 The wages shall not be less than Minimum Wages as per the provisions of Minimum Wages Act.
- 6.1.6 The agency would provide 3 pairs of uniform per year to the peons and drivers and would raise the bill to the company which will be reimbursed to the agency.
- 6.1.7 Service tax or applicable other taxes such as GST would be paid at prescribed rates over and above the bill of the agency.

**Annexure A–Financial/Commercials Format**

(Give the following details in separate sheet(s), if needed)

Sr. No	Category	Designation	Manpower with Qualification	Basic (p.m)	D.A (p.m)	Allowances (p.m)	Gross (Total)	Statutory benefits (Rs.)	Total Rate (CTC)	Take Home Salary
							p.m.	(on H)	p.m.	p.m.
A	B	C	D	E	F	G	H	I	J	K
1	NA	Stenographer	Graduate from recognized University with 1 year Stenography course from reputed Institute & shorthand speed of min 70 word per minute.	9,500	0	5,500	15,000	2,753	17,753	14,189
2	NA	Clerk/ Accountant/ Executive Assistant	Post Graduate in Commerce from recognized University having knowledge of computer & Correspondence with at least 1 Year of experience in Accounts/ Office Work	9,000	0	3,500	12,500	2,527	15,008	11,751
3	NA	Office Assistant	BCA / Graduate/ Diploma in Computer / IT with at least 1 Year experience	8,500	0	2,200	10,700	2,334	13,077	10,051
4	Skilled	Data Entry Operator	Computer Operator – Graduate having Typing Certificate from Recognized Institute/ ITI	7,618	770	0	8,388	2,200	10,588	7,853
5	Skilled	Driver	Driver (minimum 8 <sup>th</sup> pass) having valid driving license of LMV or HMV	7,618	770	0	8,388	2,200	10,588	7,853
6	Semi-Skilled	Helper/ Peon	10+2 pass having knowledge of operating Office Equipment's	7,384	770	0	8,154	2,139	10,292	7,632

**Statutory Benefits (I)**

P.F.	13.15%
Bonus	8.33%
ESIC	4.75%

**Take Home Salary = Gross Salary - [(Employees PF Contribution i.e. 12% of basic) + (Employees ESI Contribution i.e. 1.75% of Gross) - Professional Tax] + Bonus [8.33% of (Basic + DA)]**

**Service Charges of the tenderer on over Total rate. : \_\_\_\_\_ (in %)**

**Name of Authorized Signatory:**

**Signature & Seal of the agency:**

**Date:**

**7 Section 7: Checklist (Summary of compliance to requirement of tender)**

Sr. No	Description of requirement	Attachments	Yes/ No
<b>Envelop for the "EMD and Bid Processing Fee"</b>			
1	Bid processing fee		
2	EMD		
<b>Envelop for "Technical bid documents"</b>			
3	Covering Letter	Form 1	
4	General Information	Form 2	PF Registration Certificate
			ESI Registration Certificate
			Service Tax Registration Certificate
5	Certificate of incorporation/partnership agency	Form 3	
6	Valid ISO Registration/certification	Form 4	
7	Valid Registration of Employment Exchange	Form 5	
8	Financial Details	Form 6	Copies of balance sheet and Profit /loss Account of last 3 years
9	Valid Labour License	Form 7	
10	Address proof	Form 8	
11	Summary of providing 500+ employees and 250+ in Govt./Semi Govt./PSU sector	Form 9 (A) Form 9 (B)	
12	Summary of providing manpower in 20 organizations out of which 10 should be Govt./Semi Govt./PSU	Form 10 (A) Form 10 (B)	
13	Certificate/ affidavit of declaration	Form 11	
14	Valid PF, ESI, GST, PT registration	Form 12	
15	Self-attested copies of EPF challan	Form 13	
16	Self-attested copies of ESI challan	Form 14	
<b>Envelop for "Financial Bid"</b>			
17	Financial/Commercial Proposal Form	<b>Annexure A</b>	

**7.1 Performa of Performance Bank Guarantee**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

**G.M (Services)**

Gujarat Informatics Limited  
8th Floor, Block -1, Udyog Bhavan,  
Sector - 11, Gandhinagar - 382010  
Gujarat, India

Dear Sir,

In consideration of Gujarat Informatics Ltd, Gandhinagar (hereinafter referred to as the COMPANY which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s ..... having Principal Office at ..... (Hereinafter referred to as the "AGENCY" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of Manpower by issue of Work Order No..... Dated ..... issued by GIL and the same having been accepted by the AGENCY resulting into CONTRACT for supplies of Manpower as mentioned in the said work order and the AGENCY having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract to the GIL, \_\_\_\_\_ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the GIL on demand at any time up to \_\_\_\_\_ without a reference to the AGENCY. Any such demand made by the GIL on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GIL and further agrees that the guarantee herein contained shall continue to be enforceable till the GIL discharges this guarantee. GIL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the AGENCY of the aforementioned CONTRACT. The GIL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the AGENCY, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the GIL and the AGENCY or any other course of or remedy or security available to the GIL.

The Bank shall not be released of its obligations under these presents by any exercise by the GIL of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the GIL or any other indulgence shown by the GIL or by any other matter or things.



The Bank also agree that the GIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the AGENCY and not withstanding any security or other guarantee that the GIL may have in relation to the Seller's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the AGENCY on whose behalf this guarantee has been given.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ YYYY.

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_  
For & on Behalf of

Name of the Bank & Branch &  
Its official Address

List of approved Banks

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.**