

**TENDER FOR EMPANELMENT OF MANPOWER AGENCIES TO OFFER
OUTSOURCING OF MANPOWER SERVICES IN GOVERNMENT
DEPARTMENTS UNDER THE CONTROL OF DISTRICT
COLLECTOR/CHAIRMAN, DISTRICT LEVEL OUTSOURCING COMMITTEE,
GUNTUR DISTRICT**

CALLLED FOR BY DISTRICT EMPLOYMENT OFFICER/MEMBER-CONVENER,
DISTRICT LEVEL OUTSOURCING COMMITTEE, GUNTUR DISTRICT
District Employment Exchange, Red Cross Society Building, Near Government Medical
College, Kanna Vari Thota, Guntur
Ph.No: 0863-2350060, 8886882071

Estimated Cost: Rs. 2,40,00,000/- (One year)

Year 2017-18

Cost of Tender Document: Rs. 2,000/-

Contract for providing Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of One year for various government departments that are under the control of District Collector/Chairman, District level outsourcing committee, Guntur district

Tender issued to:- M/s _____

Registered Office Address: _____

Telephone No. _____

Mobile Telephone No. _____

E-mail ID. _____

(Signature of Officer Issuing the tender)

Date of Opening: 22.04.2017

Time of Opening: 4.00 p.m.

TECHNICAL BID

Government have been outsourcing certain services to effectively cater to the needs of the Departments to supplement the regular employees to discharge their duties more effectively. On behalf Of District Collector/Chairman, District Level Outsourcing Committee, Guntur District, District Employment Officer/Member-Convener, District Level Outsourcing Committee, Guntur District, District Employment Exchange, Red Cross Society Building, Near Government Medical College, Kanna Vari Thota, Guntur releases the notification for tender bidding for Empanelment of Manpower Outsourcing agencies and further allotment of works to the concerned departments under the control of District Collector.

Name of the Work: Outsourcing of Man-power— Skilled, Semi-skilled Un-skilled and other categories for a period of One year for various government departments that are under the control of District Collector/Chairman, District level outsourcing committee, Guntur district

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Cost of Tender form= Rs.2000/-

Tender issued to:- M/s _____

Telephone No. _____

Mobile Telephone No. _____

In case of any other requirement, it will be dealt as per Orders issued by Government of Andhra Pradesh time to time.

ANNEXURE II

NOTICE INVITING TENDER

Sealed Tenders/Quotations are invited on behalf of District Collector/Chairman, District level outsourcing committee, Guntur district by District Employment officer/Member-convener, District level outsourcing committee, District Employment Exchange, Red Cross society building, near Government Medical college, Kanna vari thota, Guntur from reputed NGOs/agencies/firms for entering into the Contract for Providing Man-power—Skilled, Semi-skilled and Un-skilled as categorized in G.O.Ms.No.151, Finance (HRM-I, PLG&POLICY) 08.08.2016 through a process of EMPANELMENT, for a period of One year, i.e., 2017-18. The tender should be submitted in a single-Bid System i.e. only Technical Bid and in later stages as per the decision taken by the District Level outsourcing Committee, allotment of work will be given either by Financial Bid or adopting any other procedure.

The prescribed tender form and the copy of Terms & Conditions can be obtained from District Employment Exchange, Guntur on any working day till 27/04/2017 upto 3.30 P.M (except holidays) against the payment of Rs. 2000/- (which is non-refundable) through Demand Draft drawn in favour of District Collector/Chairman, District Level Outsourcing Committee, Guntur district or can be downloaded from the official website of Guntur district (www.guntur.nic.in) in which case Rs. 2000/- may be paid by Demand Draft at the time of submitting tender document. The duly completed tender forms along with EMD of Rs. 2,00,000/- (Rupees Two lakhs only) in the form of Demand Draft/Bankers Cheque/Pay Order from any Nationalised Bank drawn in favour of District Collector/Chairman, District Level Outsourcing Committee, Guntur district with required documents should reach DISTRICT EMPLOYMENT EXCHANGE, RED CROSS SOCIETY BUILDING, NEAR GOVERNMENT MEDICAL COLLEGE, KANNA VARI THOTA, GUNTUR on or before 27/04/2017 upto 3.30 p.m.

The tenders (Technical bids) received shall be opened in the DRC hall, District Collectorate, Guntur on 27/04/2017 at 4.00 pm by the Tender Opening Committee in the presence of bidding agencies or their authorised representatives, if any. The Competent Authority reserves the right to accept or reject any or all of the tenders without assigning any reasons thereof.

Important Dates

Sale of Tender Documents: Till 27/04/2017 upto 3.30 p.m

Last Date for Submission of Tenders: 27/04/2017 upto 3:30 p.m

Date & Time of Opening of Tender (Technical Bid) :27/04/2017 at 04.00 p.m.

ANNEXURE III

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERS

1. District Level Outsourcing committee, Guntur district requires the services of reputed, well established manpower companies/NGO's/Agencies to provide Man-power (Skilled, Semi-skilled Un-skilled and other categories) for a period of One year.
2. The process involves Empanelment of eligible agencies to keep a reserve pool and further allotment of works take place.
3. The Contractor has to deploy the required manpower to any department in the district as and when required.
4. The tender should be submitted in a single-Bid System i.e., Technical Bid. The Tender Document may be obtained from District Employment Exchange, Red cross society building, Near Govt. Medical College, Guntur from 18.04.2017 to 27.04.2017 upto 3.30 PM on any working day (except holidays) against the payment of Rs. 2000/- (which is non refundable) through Demand Draft drawn in favour of District Collector/Chairman, District Level outsourcing committee, Guntur district or can be downloaded from the website of Guntur (www.guntur.nic.in) in which case Rs. 2000/- may be paid by Demand Draft of a scheduled Bank drawn in favour of the District Collector/Chairman, District level Outsourcing Committee, Guntur district payable at Guntur and to be submitted during the time of sending the tender.
5. Tender should consist of all technical details including their previous experience, nature of work carried out, number of trained man-power provided for each work, etc., and other commercial points as detailed in Annexure IV and V of the tender document. Signed and sealed tender as Part-I should be kept in a separate sealed cover.
6. The cover for Part I (Technical Bid and terms & conditions) should be super-scribed as "Technical bid for providing Man-power for the year 2017-2018 for government departments in Guntur district under the control of District Collector". EMD should be kept in a separate sealed cover super-scribed as "EMD – Contract for providing Man-power for the year 2017-2018 at Guntur district" and all the two covers should be kept in a single sealed cover super-scribed as "Tender for providing Man-power- for the year 2017-2018 for government departments in Guntur district under the control of district Collector". The bidder should sign all the pages of the tender document as a token of having accepted the terms and conditions stipulated therein.
7. The tenure of the empanelment and contract will be for a period of One year i.e., for the FY- 2017-18 which may be extended for maximum of another one year subject to satisfactory services and mutual agreement.
8. The tenders should be sent either by Regd. Post/Speed Post addressed to the District Employment Officer/Member-convener, District Employment Exchange, Red Cross society building, Near Govt. Medical College, Kanna vari thota, Guntur district or delivered in

person (put in the respective box kept in the District Employment Exchange, Guntur) on or before 27/04/2017 upto 3.30 P.M. The duly submitted tenders will be opened on the same day at 4.00 P.M. in the DRC hall, District Collectorate, Guntur. In case of submission of tender by post, the respective NGOs/agencies should ensure that the posted tender reaches District Employment Exchange, Red Cross society building, Near Govt. Medical College, Kanna vari thota, Guntur district well in advance so as to reach before the closing date and time indicated above. District Employment Exchange will not be responsible for any postal delay. The late/delayed tenders whether sent by post or delivered in person will be rejected.

9. Submission of EMD of Rs 2,00,000/- (Rupees Two lakhs only) is a must and should be submitted along with the technical bid. The EMD is to be furnished only in the form of DD/Banker's cheque/ Pay Order from any schedule bank drawn in favour of District Collector/Chairman, District level Outsourcing Committee, Guntur district payable at Guntur. EMD in any other form will not be accepted as valid EMD. EMD submitted by other unsuccessful bidders will be returned after finalization of the empanelment. Tenders received without valid EMD will be summarily rejected.

10. As a next stage, allotment of work will be given either by Financial Bid or adopting any other procedure as per the decision taken by the District Level outsourcing Committee, chaired by District Collector, Guntur district.

11. Canvassing in any form/manner is strictly prohibited and the agency resorting to canvassing will be liable for rejection on that ground alone.

12. The bids submitted shall remain valid for 60 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 60 days from the date of opening shall be by mutual consent.

13. That the persons deployed by the contractor under the contract shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority and the Principal Employer) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the departments. Subcontracting shall not be permitted.

14. The Earnest Money (EMD) will be forfeited if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.

15. Failure to fulfil any of the conditions given above shall render the bid/bidder liable for rejection.

PART-1 (TECHNICAL DETAILS)

1.The tendering manpower Company/NGO/Firm/Agency should fulfil the following technical specifications:

a)The Registered Office or one of the Branch Office's of the manpower Company/Firm/NGO/Agency should be located either in Guntur district headquarters or in any of the Towns of the district;

b) The manpower Company/Firm/NGO/Agency should be registered with the appropriate registration authority;

c) The Company/Firm/NGO/Agency should have its own Bank Account;

d) The Company/Firm/NGO/Agency should be registered with Income Tax and Service Tax departments;

e)The Company/Firm/NGO/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

f) The Company/Firm/NGO/Agency should have a minimum financial turnover of Rs. 1,00,00,000/- (Rupees one crore only/-) per annum during last two preceding financial years ending 31st March of each financial year which shall be duly certified by a Chartered Accountant.

g) The Company/Firm/NGO/Agency should submit the solvency certificate for a value of 30% of the estimated work issued by nationalized bank.

2.The tendering companies/Firms/Agencies/NGO's are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid in the Annexure V, failing which their bids shall be summarily/out rightly rejected and will not be considered any further: a)Registration certificate; b) Copy of PAN/TAN card; c)Copy of the IT return filed for the last three financial years; d) Copies of EPF and ESI certificates; e)Copy of the Service Tax registration certificate; f) Valid Labour licence issued by the appropriate authority.

3. The bidder should furnish the proof of his/her experience of providing Man-power (skilled, semiskilled & unskilled service and other categories) in Government departments (State/Central/Autonomous bodies under Ministries) and other Public corporations with a minimum of 50 manpower by way of producing Contract Labour Licenses in support of the work order.

4. The contractor should furnish the details of staff strength, qualification & experience of his supervisory staff, office address for correspondence, contact telephone numbers, etc. along with an attested copy of Annual Returns filed by him in r/o his workers towards ESIC, EPF and copies of challan as on 1st April of current financial year.

5. Work done certificate for having successfully executed/completed similar works during the last 3 years ending last day of March of the current year i.e. 2017, and should be any of the following : i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost OR ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost OR iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost. *Similar work* means execution of providing Man-power (skilled, semi-skilled & un-skilled and other categories) and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work. Similar works does not include Security Services, Housekeeping etc.

6. An Earnest Money Deposit (EMD) of Rs 2,00,000/- (Rupees Two lakhs only) will have to be furnished along with tender documents in the form of DD/Bankers cheque /Pay Order from any one of the scheduled/nationalized banks drawn in favour of District Collector/Chairman, District level Outsourcing Committee, Guntur district payable at Guntur.

7. An affidavit duly certified by a Notary that the Partners of the firm or sole proprietor or Company as the case may be, has never been black listed or changed the name of the firm. The persons deployed for the tendered work should not be involved in any police case or have any case pending against them. Police verification certificate for the persons deployed for work to be submitted on demand.

8. The entire tender document should be duly signed & sealed by the bidder.

9. The bidder shall submit the information regarding his/her firm in the format enclosed as Annexure "V" as part of Technical bid along with terms & conditions (duly signed).

10. Bidder should note that different firms/agencies/NGOs having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.

11. The requirement of skilled, semi-skilled, un-skilled, clerical & non-technical supervisory and other categories of workers will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time.

12. ARBITRATION

1. In the event of any question dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of District Collector/Chairman, District Level Outsourcing Committee, Guntur district or his nominee.

2. The Arbitrator may give interim award(s) and / or directions, as may be required. Subject to the aforesaid provision, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

13. COMMENCEMENT OF WORK

The Contractor is required to start the work with effect from the date of acceptance of the contract. In case it is found that the work has not been taken up from the above date, the District Collector/Chairman, District Level Outsourcing Committee, Guntur district at his/her sole discretion may cancel the work order/award and the EMD Performance guarantee shall be forfeited without any further reference to the Contractor. Technical Details should be provided in the prescribed format i.e. Annexure “V” which should inter alia contain the specified documents.

TENDER FORM- TECHNICAL BIDDING

S.no	Particulars	Fill in the details
1.	Name of NGO/Firm/Bidder/ Company (in block letters)	
2.	Permanent Address & Telephone/mobile No	
3.	Year of Incorporation of the NGO/Firm/ Company	
4.	Full Postal Address with Telephone/Fax No./ E-mail	
5.	Full Postal Address of Branch office established at Guntur district with Telephone/Fax no./Email	
6.	Tender purchase details (Amount, Bank Draft No. & Date, Banker's_ Name & Branch) in case of online downloading (Attach as enclosure & refer here)	
7.	EMD details (Amount, Bank Draft No. & Date, Banker's_ Name & Branch) (Attach as enclosure & refer here)	
8.	Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet) (Attach as enclosure & refer here)	
9.	Copy of Annual Return along with Challan form in r/o ESIC & EPF payment for his/her employees.	
10.	Proof of annual financial turnover from his/her /firm's (Attach as enclosure & refer here) Chartered Accountant	
11.	Details of experience of providing Services as indicated in Annexure IV at point 5 for the last three years (separate sheet may be attached). Names of the major clients of Govt/Semi Govt/Autonomous bodies with their addresses, telephone numbers (enclose completion certificates issued by such clients and contract labour licenses & refer here)	
12.	Latest Income Tax Returns of last (03) years (with TAN/PAN No) (Attach as enclosure & refer here)	
13.	Service Tax Regn. No and last (03) years returns (enclose photo copies).	
14.	Solvency certificate taken from any nationalized bank for 30% value of the estimated work	
15.	Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies)	

16.	Details of establishment Registration with date obtained from the concerned authorities (enclose photo copies)	
17.	Details of E.S.I.C. Registration with Date (enclose photo copies)	
18.	Details of E.P.F. Registration with Date (enclose photo copies)	
19.	Copy of Labour License issued by appropriate authority. Attach copy and refer here.	
20.	An affidavit duly certified by a Notary that the partners of the firm sole Proprietor or Company has never been black listed/not involved in any Police case or indicted by any Hon'ble Court. (Attach as enclosure & refer here)	

Date

Signature of Bidder Seal & Address

* Soft copy of the Annexure-V- Technical details to be sent to Email- ru.deogr@gmail.com

ANNEXURE VI

To be submitted on your NGO/Company/Firm Letter Head

Ref:_____ Dated:_____ District
Collector/Chairman, District Level Outsourcing Committee, Guntur district

Sub: Empanelment of agencies for providing Man-power—Skilled, Semi-skilled Un-skilled
and other categories for a period of One year

Sir,

With reference to Tender Notice of District Collector/Chairman, District Level Outsourcing Committee, Guntur district inviting quotations for Contract for Providing Man-power on Contractual Basis, following the single- bid system, we hereby enclose the prescribed proforma in a single bid system i.e. (Technical only) separately. The necessary EMD is also enclosed separately. We have read all the terms & conditions of the Tender Documents and state that we accept them as such fully. It is also certified that the agency is offering the services without any deviation from the Terms & Conditions of the Tender Document.

Yours faithfully

Signature of the Authorized Signatory
Name

Address

Telephone No.

Seal of the Company/Firm Date:

ANNEXURE VII

TERMS & CONDITIONS

1. The Empanelment and further contract shall be for One year period from the date of award unless it is curtailed or terminated by District Collector/Chairman, District Level Outsourcing Committee, Guntur district owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the work requirements, insolvency etc.
2. The contract shall automatically expire at the end of One year, unless extended further by the mutual consent of contracting agency and District Collector/Chairman, District Level Outsourcing Committee, Guntur district.
3. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/NGO/Agency and District Collector/Chairman, District Level Outsourcing Committee, Guntur district.
4. The contracting Company/Firm/NGO/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
5. The bidder will be bound by the details furnished by him/her to District Collector/Chairman, District Level Outsourcing Committee, Guntur district, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her/firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/firm liable for legal action besides termination of contract.
6. District Collector/Chairman, District Level Outsourcing Committee, Guntur district reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
7. It is explicitly understood that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall an employer/employee relationship accrue/arise implicitly or explicitly between the said persons and the department. Subcontracting shall not be permitted.
8. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such person(s). Further, the contractor shall immediately replace the particular person so deployed on the demand of the Principal Employer in case of any of the aforesaid misconduct on the part of the said person.
9. The outsourcing agency after getting the permission for outsourcing from the respective department/office shall furnish the details to the Labour department and obtain license as per section 13 of Contract Labour Act, 1970.

10. The outsourcing agencies so selected shall enter into an agreement with the principal employer for supplying for a minimum period of 01 year or until the financial year 2017-18, whichever is earliest or as per the guidelines issued by the government from time to time.
11. The outsourcing agencies shall renew their license every year.
12. The percentage of remuneration payable to the outsourcing agencies shall be 13.36% (Employees contribution of EPF), 4.75% towards ESI and 15% (service tax), and approved commission.
13. The percentage of TDS as per norms has to be deducted by Principal Employer on the total invoice raised by the agency.
14. The outsourcing agencies shall produce a certificate to the effect that proper remittance of EPF/ESI has been made in respect of all the employees outsourced. The EPF of percentage employee's contribution will be deducted from the individual's remuneration and the outsourcing agency will pay the employers contribution.
15. The outsourcing agencies shall also pay the service tax as applicable from time to time.
16. The outsourcing agency is responsible for payment of remuneration to each of the individuals of various categories of posts from time to time as prescribed by the Government. Any violation is noticed, the concerned outsourcing agency shall be liable for blacklisted and will be terminated without any further notice. The agency will forfeit the EMD amount also.
17. The individual sponsored by the outsourcing agency is eligible for 15 days casual leave per year or proportionately to the actual outsourcing period and there shall not be any deduction from the remuneration due to availing of such casual leave.
18. The women individuals are eligible for 120 days maternity leave without paying remuneration for the said period.
19. The outsourcing agencies shall appoint only local candidates for providing services under outsourcing.
20. The outsourcing agencies shall follow Rule of Reservation as per the existing 100 point roster already prescribed in the Rule 22 of the A.P S.S.S rules while appointing the individuals.