

Tender Notice

No. RGIPT/SVR/MP/2020/01

Name of Work:

**TENDER FOR SUPPLY OF MANPOWER SERVICES ON
OUTSOURCE BASIS, AT RGIPT, ASSAM CENTRE**



**Rajiv Gandhi Institute of Petroleum Technology,
Assam Centre**

**Vill: Gohain Gaon, Akhoiphutia Road, Dist: Sivasagar,
State: Assam, Pin: 785697**

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

No. RGIPT/SVR/MP/2020/01

TENDER FOR SUPPLY OF MANPOWER SERVICES ON OUTSOURCE BASIS, AT RGIPT, ASSAM CENTRE

S. No.	Particulars	Details
1	Name of the job	Manpower supply on outsourcing basis to RGIPT Assam Centre
2	Date of Issue of Tender Document	03 th February, 2020
3	Last Date and time for submission of Tender	19 th February, 2020, 01.00 pm
4	Date, time and venue of Pre-Bid meeting	13 th February, 2020, 11.00 am at RGIPT Assam Centre
5	Date and time for opening of Technical Bids	19 th February, 2020, 02.00 pm
6	Date and time for opening of Price Bids	To be decided after opening of the Technical Bid
7	Likely date for commencement of contract	1 st April, 2020
8	Earnest Money Deposit (EMD)	Rs. 34,667/-
9	Period of contract	1 Year, extended up to 2years
10.	Cost of Tender	500/-

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TENDER NOTICE

FOR SUPPLY OF MANPOWER ON OUTSOURCE BASIS

Part- I (INTRODUCTION)

1. RGIPT invites sealed tenders under Two Bid Systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Service Providers for supplying manpower in various categories on outsource basis for a period of 1 year from the date of contract, can be extended for 2 years after the successful completion of initial contract.
2. The complete Tender Document with scope of work and terms & conditions can be collected from RGIPT Assam Centre or may be downloaded from the Institute's website- www.rgipt.ac.in. The last date of submission of tenders is by **01.00 PM on 19-02-2020**.
3. The interested and eligible firm will have to deposit an Earnest Money Deposit (EMD) drawn in favour of '**Rajiv Gandhi Institute of Petroleum Technology**' payable at New Delhi along with Tender Document completed in all aspects. The demand draft for earnest money deposit must be enclosed in the envelope containing the technical bid.
4. The opening of tenders will take place at Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Assam Centre, Sivasagar.
5. The Pre-Bid Meeting will be held on **13-02-2020 at 11.00 AM** onwards at RGIPT Assam Centre, Sivasagar and all participating agency MUST attend the meeting to understand the scope of works and familiarize themselves with local conditions and quote the price accordingly.
6. The Technical Bids shall be opened on **19-02-2020 at 02.00 PM** in the presence of the bidders who wish to remain present. The representative(s) of bidder, who wish to attend the tender opening meeting, shall carry a letter of authority from their firm/agency.
7. RGIPT reserves the right to amend / cancel any of the terms and conditions in the Tender Document at any point of time or to reject any or all tenders without giving any notice or assigning any reason thereof. The decision of the RGIPT in this regard shall be final and binding on all.
8. Any kind of changes/corrigendum in Tender may be issued and will be uploaded on Institute's website and will be informed in the respective contract numbers, therefore, all participating firms are advised to visit website regularly and submit the bid as per revised criterion.
9. The validity of Tenders will be 90 days from the date of opening of bids.
10. RGIPT reserves the right to accept or reject any bid.
11. Any conditional bids will not be accepted.

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PART- II
Scope of Work and General Instruction for Tenderers

1. Rajiv Gandhi Institute of Petroleum Technology (RGIPT) intends to engage a reputed, well established and financially sound Manpower Supply Agency, registered with appropriate authorities for providing manpower to perform jobs assigned to outsourced staff.
2. This Institute has requirement of staffs in categories like, highly skilled, skilled, semi-skilled and unskilled. Salary of outsourced staff shall be decided by RGIPT based on their educational qualification, experience and required skill sets. However, the number of staff may increase/ decrease based on Institute's requirements.
3. The contract is likely to commence from **01-04-2020** and would continue for a period of 1 year. The period of the contract may be extended for similar or lesser period after the successful / satisfactory completion of initial contract and based on the manpower requirement at that time. The contract may also be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Firm/Agency.
4. The Institute may select any of the willing agency (ies), in case, the agency with lowest rate at any stage after award of contract fails to start the work or does not perform successfully / satisfactorily after starting the work.
5. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970.
6. Previous experience and satisfactory performance of similar works done for any Government's department/ Statutory Bodies / PSUs/ Autonomous Educational Institutions/ONGC, OIL, NRL, IOCL, IITs, etc **for three two years**.
7. Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.
8. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. The authorized signatory in ink shall sign all the pages of the bid with rubber stamp of the Service Provider.
9. The envelope containing Technical Bids shall be opened first on 19-02-2020 at 2.00 PM at Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Assam Centre, Sivasagar, in the presence of the representatives of the Service Providers, who wish to be present on the spot at that time.

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10. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the specified date & time at RGIPT Assam Centre, Sivasagar in the presence of short listed contractors or their authorized representatives.
11. All the pages of the tender should be numbered and signed by the owner or authorized signatory of the firm. In case the Authorized signatory signs the tenders, a copy of the power of attorney may be enclosed along with tender.
12. The competent authority of RGIPT Assam Centre, Sivasagar reserves the right to annul any or all bids without assigning any reason.
13. The successful bidder shall be liable for providing following within 2 months on all outsourced staffs:
 - a. List of outsourced staff with photograph, present & permanent address.
 - b. Police Verification Report.
 - c. Medical Fitness Certificate.
 - d. Eyesight checkups for Car/Bus drivers.
 - e. ID cards of staff.
 - f. Undertaking from staff for not claiming any benefit/job from RGIPT.
 - g. Undertaking from outsourced staff.
 - h. Any other things as required by RGIPT from time to time for the smooth and successful execution of contract, etc.
14. The bidder shall quote the Technical & Financial Bids as per the format enclosed at **Annexure I - VII**.

PART- III

TECHNICAL SPECIFICATIONS

1. The Service Provider should fulfill the following technical specifications:
 - (a) The Bidder should be either a Proprietary firm, Partnership firm, Limited Company or a corporate body legally constituted.
 - (b) The Service Provider should have at least three years' experience in providing trained manpower or similar work to Government Departments, Public Sector Companies, Government Autonomous organizations or reputed private companies. The Service Provider should have executed a minimum of two such contracts **during last 5 years**.
 - (c) The firm should have annual turnover of at least **Rs. 20 lakhs** during last three consecutive years as per the audited statement of accounts. The Service Provider **MUST** have earned profit during the last 2 years.
 - (d) The Service Provider should have experience of providing such services on sufficient scale. The name/s of such organizations along with number of persons deployed will be submitted.
 - (e) There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company as a whole (Service Provider) and the Service Provider shall not have

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been blacklisted by any Government Departments, Public Sector Companies, Banks and Government Autonomous organizations or private companies. An affidavit in this regard shall be submitted.

- (f) The Service Provider should be duly registered with the relevant authorities for PAN, GST, EPF, ESI, Labour License, etc.
 - (g) The Service Provider should have its own Bank Account.
 - (h) All terms & conditions of tender are acceptable to agency/firm.
 - (i) The interested Service Provider shall submit the tender document, complete in all aspects, along with Earnest Money Deposit (EMD) in the form of Demand Draft (DD). The DD should be drawn in favour of 'Rajiv Gandhi Institute of Petroleum Technology' payable at New Delhi, and other requisite documents latest by **01.00 PM on 19-02-2020**.
2. The tendering Service Provider is required to enclose Notarized/Self attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily /out rightly rejected and will not be considered any further:
- (a) PAN
 - (b) Registration number and Certificate of Agency/Firm Incorporation
 - (c) GST Registration No
 - (d) E.P.F. Registration No
 - (e) E.S.I. Registration No
 - (f) A certificate stating that service provider has not defaulted from the payment of statutory dues like EPF/ESI/ GST and Income Tax etc.
 - (g) Financial worthiness and competence to be substantiated through Income Tax Returns/ PAN/EPF Registration/Audited Annual Report.
 - (h) Audited Balance Sheet and Profit & Loss A/c. for the last 3 years.
 - (i) Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time.
 - (j) The agency/firm should have in business of manpower supply or similar work from last three years and have served reputed government organizations.
 - (k) List of similar assignments and number of manpower provided to Central Government Departments/ State Government/ Statutory bodies/ Autonomous bodies/ PSUs /Private Sector during the last five years by the Service Provider (Attach attested copy) and a certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ Private Sector.
 - (l) Firm(s) registered with NSIC/MSME will be exempted from EMD submission. However, firm would be required to submit documentary evidence/ certificate to claim exemption.

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PART- IV

GENERAL TERMS AND CONDITIONS

1. **Payment Terms:** The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in RGIPT. The contractor shall raise the bill only after releasing the salary of outsourced staff and thereafter reimbursement shall be made through NEFT/RTGS. No payments shall be made directly to the personnel by RGIPT so deputed by the contractor.
2. The payment shall be made on conclusion of the calendar month only based on duties performed by each person during the month and payments made to staff towards their salaries, PF, ESI and other statutory obligations.
3. **Mode of salary by Service Provider:** The Service Provider shall ensure that the salary to the persons so employed is made by 7th day of the succeeding month through ONLY bank transfer of the individual preferably by electronic mode.
4. The Service provider shall make a regular payment to its personnel under the service contract with salary slips and furnish necessary proof to RGIPT authority whenever required.
5. **The salaries of all outsourced staff have been linked to State Wage Rates, protecting their current salary. If there is any upward, revision in the minimum wages during the contract period occurred, contractor shall make the payments accordingly, and RGIPT will reimburse the differential amount towards minimum pay revision of workers time to time.**
6. RGIPT's rules of Leave, Overtime and Outstation Travel Payment shall be applicable on all outsourced manpower and contractor shall raise the bill accordingly in their monthly bill. However, RGIPT reserves right to bring amendment in these rules with prior notification at any point of time.
7. **Income Tax:** The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payment. Tax deduction certificate will be issued to the Service Provider by RGIPT.
8. **Termination of the Contract:** In case of any material violation of any of the terms and conditions by the Service Provider, the RGIPT reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority in the RGIPT will be final and binding.
9. **Statutory obligations:** The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider fails to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated and earnest money/ performance security deposited by the service provider will stand forfeited unless condoned by RGIPT. The Institute shall be at liberty to recover losses, if any, from the Service Provider.
10. The Service Provider shall be obliged and solely responsible to comply with all

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statutory requirements in respect of the manpower engaged by him and the Institute shall not be a party to any dispute arising out of such deployment by the contractor.

- 11. Security Considerations:** The persons deployed by the Agency should not have any Police record/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct or otherwise or later if any. Service will be ceased with immediate effect, if any employee deployed by the service provider found in such activities.
- 12. Place of Duty, Working Hours and Punctuality:** The Institute is located at Akhoiphutia Road, Sivasagar, Assam. The personnel so deployed shall have to report for duty at the above place or any new location. No extra liability on this account will be borne by RGIPT.
- 13.** The working hours of the Institute will be from 09.00 a.m. to 6.00 p.m. All the personnel deployed shall work from 09.00 A.M. to 06.00 P.M. on all working days (Including 1-hour lunch break).
- 14.** The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. The manpower needs to have a willingness to work. Any kind of idleness and sluggishness towards work on their part is strictly not allowed. Their performance in the workplace will be monitored continuously and informed to the Service provider.
- 15.** The Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of RGIPT authority.
- 16.** If need arises, the outsource staff shall have to sit late or come early or attend the Office even on Sunday/Gazetted Holidays (as per work requirements). For working in the office, beyond office hours for period exceeding one hour or on Sunday/Gazetted Holidays, payment will be on hourly basis as per minimum wage rates.
- 17.** The responsibility of statutory/compulsory deductions like EPF/Income Tax/GST etc. will be of the service provider. The Institute shall make no extra payment.
- 18.** The Service Provider will provide to the RGIPT a list of all personnel so deployed with their permanent and present address along with their latest photographs and proof of identity.
- 19.** The copies of appointment letter issued to the personnel deployed in Institute shall be provided to the RGIPT.
- 20.** The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay. A copy of pay slip needs to be submitted at RGIPT office at the time of submission of monthly bills.
- 21.** The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The RGIPT shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
- 22.** It shall be responsibility of the Service Provider to issue the employment card/ photo

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identity card to the workers as per the prescribed format and maintain the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act. Service Provider will ensure that all its employees invariably wear ID card during office hours.

23. The Service Provider shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the Institute. The contractor/Service provider should be responsible for linking of UAN's and transfer if any.
24. The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
25. The Service Provider shall be responsible for any damages done to the property of the Institute by the personnel so employed.
26. The Service Provider's personnel working in the RGIPT should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Institute. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
27. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic products.
28. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature. They have a duty to contribute to a respectful and harmonious workplace. They shall conduct a good behavior with each and every staff of the organization concerned.
29. The Service Provider's personnel shall not have any right to claim any Benefit/ compensation/ absorption/regularization of services with the RGIPT under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
30. Contractor will have to provide replacement for a worker on leave/ holiday with intimation to RGIPT.
31. The Service Provider shall be contactable at all times and message sent by email/ Fax/ Special Messenger/call from the Institute to the Service Provider shall be acknowledged immediately on receipt on the same day.
32. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the RGIPT.
33. **Arbitration:** Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where the Director, RGIPT or his/her nominee will be the Sole Arbitrator.
34. The dispute between the parties shall be resolved through Arbitration by Arbitrator appointed by Director, RGIPT Assam Centre, Sivasagar within the jurisdiction of

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Sivasagar Court, Assam.

35. RGIPT reserves right to terminate the contract at any point of time by serving two months' notice to the Service Provider.
36. Essentially, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the RGIPT. The persons deployed by the Service Provider at RGIPT shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Rajiv Gandhi Institute of Petroleum Technology (RGIPT) Assam Centre, Sivasagar.
37. The person deployed by the Service Provider shall not have any claim or entitled to pay, benefits and other facilities during the currency or after the expiry of the contract.
38. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to any claim for absorption or for any relaxation. The person deployed by Service Provider shall be the employees of the Service Provider for all purposes.
39. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.

FRAUD AND CORRUPT PRACTICES

40. The tenderer applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
41. Notwithstanding anything to the contrary contained herein, RGIPT may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
42. Without prejudice to the rights of the RGIPT under clause mentioned hereinabove, if a tenderer is found by the RGIPT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such tenderer shall not be eligible to participate in any tender floated by RGIPT.

LEGAL

43. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in RGIPT. The Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.
44. In case the RGIPT is being made party to any litigation by the employee of the manpower agency for any reason whatsoever, the manpower agency shall bear/ indemnify any cost incurred by the RGIPT.
45. The Service provider shall also be liable for depositing all taxes on account of service rendered by it to RGIPT to concerned tax collection authorities from time to time as per

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extant rules and regulations on the matter.

46. The Service provider shall maintain all statutory Registers under the applicable laws. The Service Provider shall produce the same, on demand, to the concerned authority of RGIPT or any other authority under law.
47. In case, the tendering Service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the RGIPT is put to any loss, obligation, monetary or otherwise, the RGIPT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
48. The Service Provider will keep this office informed about any amendment in the concerned law/rules from time to time.

PENALTY

49. The Service Provider shall be responsible for the compliance of all kinds of Statutory Liabilities i.e. Payment of Minimum Wage, PF, ESI, IT, GST, etc. If it is found that Service Provider has violated any law, strict action shall be taken against them and penalty shall be imposed as per applicable law.

FINANCIAL

50. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), in the form of Demand Draft drawn in favour of 'Rajiv Gandhi Institute of Petroleum Technology' and payable at New Delhi failing which the tender shall be rejected out rightly.
51. The EMD in respect of the Service Provider, which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any interest after awarding the work to the successful bidder and entering into contract. Further, if the Service Provider fails to deploy manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
52. The Outsourced manpower to be hired, shall be paid at least at the rate of minimum wages per month as per Central Minimum Wage Rates plus obligatory payments towards EPF/ESI/ GST etc., as applicable. The service provider shall be able to pay wages for minimum of three months to its personnel even if a monthly bill is not being able to be processed on time due to unavoidable circumstances.
53. The successful tenderers will have to deposit a Performance Security @ 10% (Ten percent) of contract value or amount equivalent to 1 month cash outflow, within 30 days of the receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Account Payee Demand Draft drawn in favour of '**Rajiv Gandhi Institute of Petroleum Technology**' or Fixed Deposit Receipt (FDR) from a Commercial Bank made in the name of Service Provider but hypothecated to the '**Rajiv Gandhi Institute of Petroleum Technology**'. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
54. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited by

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the RGIPT besides annulment of the contract.

55. An attendance register/Bio-matric punching record shall be maintained by the RGIPT Office for all the personnel deputed by the Contractor, who shall mark attendance daily at beginning and at the end of completion of the duties in the RGIPT office and the payment, shall be made to the contractor on the basis of attendance records.
56. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the RGIPT's officer in respect of personnel deployed in the RGIPT in the first week of the succeeding month.
57. The claims in bills regarding wages paid to the outsource manpower deployed, Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held until the proof is furnished, at the discretion of the RGIPT. Documentary proof of payment of wages in form bank statement of the service provider is to be submitted each time along with the monthly bill.
58. Any dispute or difference regarding the interpretation of the provisions of this agreement shall be resolved amicably between the parties. If the dispute is not resolved amicably, either party may refer the dispute or difference to the Director, Rajiv Gandhi Institute of Petroleum Technology (RGIPT) for arbitration, whose decision shall be final and binding on the parties.
59. RGIPT reserves the right to withdraw/ relax any of the terms and conditions mentioned above to overcome the problem encountered by the contracting parties.

EVALUATION CRITERIA

60. The evaluation committee will be constituted by the RGIPT to evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal.
61. Financial bids will remain unopened for those Agencies, which fail to meet the minimum technical criteria. Financial bids of those Service Providers qualifying the technical criteria shall only be opened. Thereafter the total prices read aloud and recorded.

INSTRUCTION FOR FINANCE BID FORM

62. The Agency/Firm shall provide their supervisory charges/Profit margin in percentage (%) in the form as specified in **Annexure-VII**.
63. The Agency/Firm requires quoting only supervisory charges/Profit margin and taxation portion in Price Bid Form and sealed in separate envelope by super scribing "Financial Bid for providing manpower on outsource basis".
64. The supervisory charges/Profit margin will include the cost of providing Medical Fitness Certificates, Character Certificate, cost of coordinator at RGIPT, charges of Personal Accident Insurance Policy and other administrative charges.

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- 65. The Agency/Firm shall COMPULSORILY enclose a detailed break-up of various expenses to justify their quote/charges. Unavailability of detailed break-up sheet will direct to the rejection of quote without any further consideration.
- 66. If any Firm/Agency quotes NIL charges, their quote will be summarily rejected without any further consideration.

67. REJECTION OF TENDERS

- a. The Competent authority, RGIPT at his sole discretion shall reserve the right to reject or cancel any or all tenders in any of the cases as mentioned hereunder:
- b. If the firm has failed to deposit EMD amount & Tender Document Fee
- c. If a firm quotes 'Nil' service charge or 0% (zero percent) service charge
- d. If the requisite Earnest Money Deposit in the manner does not support the tender provided there in
- e. If the Bid Validity is less than the period prescribed (90 Days)
- f. If the tender is not duly signed, or not found proper or complete to the satisfaction of RGIPT in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- g. If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- h. If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- i. If the Price Bid has been submitted in OPEN ENVELOPE.

68. Submission of Tender

- a. The sealed tender completed in all respect shall be submitted by hand or by Speed Post/ Courier on following address:

**The Chairman
Purchase Committee
RGIPT, Assam Center, Sivasagar
Vill: Gohain Gaon
Sivasagar-785697
Dist-Sivasagar (Assam)**

- b. The envelope containing tender documents in two parts (Technical Bid and Price Bid) should be super scribed 'Tender for Manpower Supply-2020'
- c. Technical bid and Price Bid should be kept in two separate sealed envelopes super scribing 'Technical Bid for Manpower Supply-2020' and 'Price Bid for Manpower Supply-2020'

===== **End of Tender's Terms** =====

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TECHNICAL BID FORM (For Manpower Supply Services-2020)*(Technical Bid should be kept in separate sealed cover without stating any price) – To be filled in BLUE ink.***From:**

.....

To,
 The Chairman
 Purchase Committee
 Rajiv Gandhi Institute of Petroleum Technology (RGIPT)
 Assam Centre, Sivasagar, Assam.

Sl. No.	Particulars	Details to be filled in by the Agency/Firm
1	Name of the Firm	
2	Registration No of the Firm (need to attach self-attested/Notarized copy)	
3	Date of incorporation of the Firm. State whether it is Partnership/ Proprietorship Firm (need to attach self-attested/Notarized copy)	
4	Registered Office of the firm/agency with Contact details	
5	Name of contact person with Phone/ Mobile No and e-mail id	
6	PAN of the Firm/Agency (need to attach self-attested/Notarized copy)	
7	Goods & Service Tax (GST) Registration No. (need to attach self-attested/Notarized copy)	
8	Whether the Agency is an IT Assessee and have filed its income tax returns for the last three assessment years- YES/ NO (Attach copy of IT Returns)	
9	EPF Registration Number (need to attach self-attested/Notarized copy))	
10	ESI Registration Number (need to attach self-attested/Notarized copy)	
11	Whether the Firm has minimum 3 years' experience in providing Manpower supply services or similar work to reputed organizations/institutions (Yes/No)	
12	Banker of Service Provider with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	

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13. Financial turnover of the firm ONLY FROM MANPOWER SUPPLY SERVICES for the last 3 years (Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached)

Financial Years	Annual Turnover (In Rs)	Net Profit
2018-19		
2017-18		
2016-17		

14. A certificate on firm letterhead that service provider has not been defaulted in payment of EPF/ESI/ GST /Income tax and all statutory dues etc.

15. Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.

16. Details of Earnest Money Deposit (EMD)

Amount	DD No.	Date	Name of Bank

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Signature of the Caterer/Contractor
Official Seal

17. List of Government Departments/ PSU/ reputed private companies/ Statutory or Autonomous institutes, agency/firm has supplied manpower or similar work during last 2 years.

Name of the organization	Category of manpower	Duration of contract		Amount of contract	No. of staff deployed
		From	To		

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
 Official Seal

DECLARATION

I, ----- Son / Daughter / Wife of Shri -----
Proprietor/Director, authorized signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;

2. I/we agree that the decision of RGIPT, Assam Centre, Sivasagar in selection of Bidder shall be final and binding on me/us.

3. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

4. I/we agree that we have no objection, if inquiries are made about our works, its related areas and any other inquiry regarding all contracts listed by us in the bid.

5. I/we undertake to inform any change in the constitution of the firm, as and when it takes place. The continuation of the contract subsequent on such alteration will be at sole discretion of RGIPT, Assam Centre, Sivasagar.

6. The information / documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Place : -----
authorized person

Name & Signature of

Date : -----

(With Seal of the Company)

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

DECLARATION

(To be executed by bidder on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I ----- Proprietor/ Director/ Partner of the firm

M/s. ----- do hereby solemnly affirm that the firm

M/s. ----- has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Tender.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.

Yours faithfully,

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:.....

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

(To be executed by the bidder on Rs. 100/- Stamp paper & attested by Public Notary/Executive Magistrate)

We certify that during the last 2 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public/private authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- (a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State.
- (b) We have taken steps to ensure that in conformity with the provisions against Corrupt Practices and no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (c) We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of the community.
- (d) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- (e) We certify that, we are remitting statutory dues/ taxes regularly to Government and no default was made in this regard.
- (f) We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature of authorized person

Name & Designation with office Seal

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

TENDER CONDITIONS ACCEPTANCE CERTIFICATE

(To be given on Company Letterhead)

1. I/ We have collected or downloaded the tender document(s) for the above mentioned 'Tender/Work' from the RGIPT website - www.rgipt.ac.in or from RGIPT Assam Centre as per your advertisement.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents, (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I

/ we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by RGIPT too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against organization in satisfaction of this condition.

Yours Faithfully,

Signature of the Bidder, with Official Seal)

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

**SOLVENCY CERTIFICATE
(On Bank's Letterhead)**

Ref. No:.....

Date:

TO WHOMSOEVER IT MAY CONCERNED

This is to certify that to the best of our knowledge and information, M/s -----
(Bidders name with complete address), a customer of our Bank, is respectable, and is
capable of executing orders to the extent of Rs. ----- (Rupees -----
-----) as disclosed by the information and records
which are available with us.

M/s ----- have been our customer since -----
to date and has been granted the following limits, at present, against various facilities
granted by the Bank: -----

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of
its officials. This certificate is issued at the specific request of the customer for the purpose of
participating in RGIPT Tender No- **RGIPT/SVR/MP/2020/01**

Signature of Authorized Person

Name: -----

Date: -----

Seal:

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

CERTIFICATE OF TURNOVER*(On agency/firm letterhead)*

This is to certify that M/s -----
 has registered following turnover and profit/loss during last three financial
 years:

Financial Year	Annual Turnover (In Rs)	Net Profit
2018-19		
2017-18		
2016-17		

The information above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage, besides liabilities towards prosecution under appropriate law.

Seal & signature of Chartered Accountant

Date: -----

Signature (with date) & seal of Bidder/Tenderer

Date: -----

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
 Official Seal

FINANCIAL/PRICE BID (Manpower Supply Services- 2020)

(Should be kept in a separate sealed cover) – To be filled in BLUE ink

Name of the Firm/Agency:

S. No.	Overheads	Amount
1	Manpower salary	As per Central Minimum wage rates (Don't write anything in this column)
2	EPF and ESI contribution	As per EPF Act and ESIC Act (Don't write anything in this column)
3	Bonus	8.33%
4	Profit margin of contractor (Quote profit in percentage % only) **	
5	GST or any other applicable tax rate	

Type of Worker	Daily wages rate (Rs.)	Rate of 30 days per worker (Rs.)	EPF (13%) (Rs.)	ESI (3.25%) (Rs.)	Bonus (8.33%) (Rs.)	No. of worker (Rs.)	Total Amount (Rs.)	Service Charge (%)	Sum Total (Rs.)	GST on Sum Total (18%) (Rs.)	Grand Total
Skilled Worker											
Semi-Skilled Worker											
Unskilled Worker											

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal

Declaration

I (Name & Designation) s/o resident of
.....do hereby declare as under:

1. That I am the authorized person to sign this tender form under a resolution no dated (*The same is attached herewith*).
2. That the bidder has read & understood all terms & conditions and the same are acceptable to us.
3. That all the information submitted herein is true and nothing material has been concealed.
4. That the bidder shall submit any evidence or document as requested by RGIPT.
5. That the bidder undertakes to render RGIPT, Assam Centre, Sivasagar free from all and any kind of liability and consequences resulting out of this present agreement.

Date: -----

Signature of authorized person:

Place-----

Name:-----

Designation:-----

Seal:

Terms & conditions mentioned above are accepted

Signature of the Caterer/Contractor
Official Seal