

**Rajiv Gandhi Institute of
Petroleum Technology (RGIPT)
Jais, Amethi**

**TENDER FOR “SUPPLY OF MANPOWER ON
OUTSOURCING BASIS”**

Tender No.: RGIPT/Jais/Admin/Manpower-Supply/01/2021



राजीव गाँधी पेट्रोलियम प्रौद्योगिकी संस्थान

(संसद के अधिनियम के अधीन स्थापित राष्ट्रीय महत्व का एक संस्थान)

Rajiv Gandhi Institute of Petroleum Technology

(An Institution of National Importance established under an Act of Parliament)

Jais, Amethi- 229304, UP, India. Website: www.rgipt.ac.in

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TENDER FOR SUPPLY OF MANPOWER ON OUTSOURCING BASIS

Sl. No.	Particulars	Details
1	E-Tender No	RG IPT/Jais/Admin/Manpower-Supply/01/2021
2	Name of the job	Supply of Manpower on Outsourcing Basis
3	E-Tender Type	Two-Part Bids (Technical & Commercial)
4	Date of Issue of E-Tender Document	27-02-2021
5	Last Date of submission of E-Tender	19-03-2021
6	Mode of Submission	Online Mode
7	Date, time and venue of Pre-Bid meeting	Online Meeting on 08-03-2021 at 3.00 PM
8	Date & time for opening of Technical Bids	19-03-2021 at 04.00 PM
9	Date and time for opening of Price Bids	Announced later
10	Likely date for commencement of contract	01-04-2021
11	Earnest Money Deposit (EMD)	Rs. 5.00 Lakhs (Refundable)
12	E-Tender Processing Fee (ITI Limited)	Rs. 2000/- plus applicable GST @18%) through e-payment Gateway available on https://rgipt.euniwizarde.com
13	Period of contract	Two years (Extendable for similar or lesser period based on Institute's requirements & performance of the contractor)
14	Technical & Other Clarifications	Shri Sudhir Arora Member Secretary, Admin Purchase Committee Phone: +91-535-2704752 (11.00 AM to 5.00 PM) Monday to Friday

Tenders can be downloaded from www.rgipt.ac.in and
<https://rgipt.euniwizarde.com/>

E Tendering Helpdesk Number: 011-

49606060/9205898228/9650970101/8448288988

E Tendering Helpdesk email ID: ewizardhelpdesk@gmail.com,

ewizardhelpdesk89@gmail.com



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INSTRUCTION FOR BIDDERS

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://rgipt.euniwizarde.com>.

REGISTRATION

1. Bidders are required enroll on the e-Procurement Portal (URL: <https://rgipt.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs.2360/- Per vendor/per year.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal
<https://rgipt.euniwizarde.com>

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the form fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.



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PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RGIPT, Jais
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.



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4. Bidder should prepare the EMD as per the instructions specified in the tender document.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender.

This acknowledgement may be used as an entry pass for any bid opening meetings.



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ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support. The contact number for the helpdesk is "011-49606060/7398741154/8448288988/9650970101" and E Tendering Helpdesk email ID: ewizardhelpdesk@gmail.com



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CHECK LIST

The bidder shall upload following documents mandatorily in support their claims and mark the documents nos (i.e. Annexure- I or so on), otherwise their bid shall not be considered:

Sl. No.	Particulars	Document Provided (YES/ NO)	Document Nos
1	Technical Bid Form		Annexure-I
2	Payment of EMD of Rs. 5.00 Lakhs		Annexure-IA
3	Uploading Singed Tender Document		Annexure-IB
4	Declaration		Annexure-II
5	Non-Blacklisting Declaration		Annexure-III
6	Tender Conditions Acceptance Certificate		Annexure-IV
7	Solvency Certificate		Annexure-V
8	Financial/Price Bid (Uploaded Separately)		Annexure-VI
9	Audited Balance Sheet of FY 2017-18		Annexure-VII
10	Audited Balance Sheet of FY 2018-19		Annexure-VIII
11	Audited Balance Sheet of FY 2019-20		Annexure-IX
12	Income Tax Return for FY 2017-18		Annexure-X
13	Income Tax Return for FY 2018-19		Annexure-XI
14	Income Tax Return for FY 2019-20		Annexure-XII
15	Firm Registration Certificate		Annexure-XIII
16	PAN of the Firm		Annexure-XIV
17	GST Registration of the firm		Annexure-XV
18	EPF Registration Number		Annexure-XVI
19	ESI Registration Number		Annexure-XVII
20	MSME Registration Certificate (If applicable)		Annexure-XVIII
21	Purchase Order/ Work Completion Certificate (Received during 2016-20)		Annexure-XIX onwards



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Part- I (INTRODUCTION)

1. Rajiv Gandhi Institute of Petroleum Technology (RG IPT) Jais, Amethi has been set up by Ministry of Petroleum and Natural Gas, Government of India as an Institution of National Importance through an Act of Parliament in 2007 and operating its academic activities from Jais, Amethi, Uttar Pradesh.
2. **Two-Bid System** - RG IPT invites online tenders under Two Bid Systems i.e. Technical Bid and Price Bid, from reputed, experienced and financially sound Manpower Service Providers for supplying manpower in various categories on outsourcing basis for a period of 2 years from the date of contract.
3. **Earnest Money Deposit (EMD)**- The bidder shall pay Rs. 5.00 Lakhs (Rupees Five Lakhs only) online (NEFT/RTGS) as an Earnest Money Deposit (EMD). However, bidder registered with MSME shall be exempted to deposit the EMD on the production of registration certificate.
4. **Pre-Bid Meeting** - The Pre-Bid Meeting shall be held online on 08-03-2021 at 03.00 PM. The link of the Online Meeting shall be made available on Tender Notice Page of institute's website- www.rgipt.ac.in.
5. **Last Date & Opening of Technical Bid:** The Bids may be submitted by 3.00 PM of 19-03-2021 and Technical Bids shall be opened online on 19-03-2021 at 04.00 PM.
6. **Opening of Price Bids** - Price bids of technically qualified bidders shall be opened online on the specified date and time.
7. RG IPT reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason thereof. The decision of the RG IPT in this regard shall be final and binding on all the bidders.
8. Any kind of changes/corrigendum in Tender shall be uploaded on Institute's website, therefore, all participating firms are advised to visit website regularly and submit the bid as per revised criterion.
9. **Validity of Bid** - The validity of bids should be 90-days, beyond the opening of the Technical Bids.



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PART- II

Scope of Work and General Conditions of the Tender

1. Rajiv Gandhi Institute of Petroleum Technology (RGPT) intends to engage a reputed, well established and financially sound Manpower Supply Agency, registered with appropriate authorities for providing manpower to perform assigned jobs.
2. **Requirement of Staff:** The Institute may require approximately 80-90 staff in Supervisory level, highly skilled, skilled, semi-skilled and unskilled categories. Salary of outsourced staff shall be decided by RGPT based on their educational qualification, experience and required skill sets. However, the number of staff may reduce/increased based on Institute's requirements.
3. **Period of Contract** - The contract is likely to commence from 01-04-2021 and shall be for a period of 2 years. 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. However, reserves right to terminate the contract without assigning any reason thereof at any time after giving two-month notice to the service provider.
4. **Right for Acceptance or Rejection** - The Competent Authority of RGPT reserves the right to annul any or all bids without assigning any reason.
5. **Jurisdiction** The disputes, legal matters, court matters, if any, shall be subject to Rae Bareli/ Amethi Jurisdiction only. In the event of any dispute arising out of the bid or from the resultant contract, the decision of the Director, RGPT, Jais, Amethi shall be final.
6. **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, RGPT or his/her nominee will be the Sole Arbitrator.



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7. Conditional bids shall not be considered and will be rejected out rightly at the very first instance. The bids should be clear regarding the profit margin and other allied charges.
8. All entries in the tender form should be legible and filled clearly.
9. **Withdrawal of Tender-** The Institute reserves the right to withdraw the tender at any stage of tendering process with the approval of the Competent Authority.
10. The successful bidder shall be liable for providing following documents within 2 months
 - a. List of outsourced staff with photograph, present & permanent address
 - b. ID cards of staff
 - c. ESI cards
 - d. Undertaking from staff for not claiming any benefit/job from RGIPT
 - e. Maintenance of statutory registers under various labour laws,
 - f. Deployment of a Coordinator in RGIPT at contractor's cost
 - g. Undertaking from outsourced staff
 - h. Any other documents as required by RGIPT from time to time for the smooth and successful execution of contract, etc.
11. The bidder shall quote the Technical & Price Bids as per the format enclosed at **Annexure I - VI**.



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PART- III

ELIGIBILITY CRITERIA

1. The Service Provider should fulfill the following eligibility criteria:
 - (a) The bidder shall pay Rs. 5.00 Lakhs (Rupees Five Lakhs only) online (NEFT/RTGS) as an Earnest Money Deposit (EMD). However, bidder registered with MSME shall be exempted to deposit the EMD on the production of registration certificate.
 - (b) The Bidder should be registered as a Proprietary firm, Partnership firm, LLP, Private Limited, Limited Company or any other body legally constituted with Appropriate Government Authority for the supply of Manpower.
 - (c) The bidder should have 5-years' experience in providing trained manpower to educational institutions like- RGIPT, IITs, IISERs, NISERs, Central Universities, NITs, NIFTs, AIIMs, Government Departments, PSUs or reputed private companies. The Service Provider should have executed a minimum of three such contracts, with minimum of 50-70 nos of manpower, during last 05 years.
 - (d) The bidder should have annual turnover of Rs. 05.00 crores (Rupees Five crores only) during last three consecutive years (FY 2017-18, 2018-19 and 2019-20) as per the audited statement of accounts. The Service Provider should be profit making during the last 2 years (FY 2018-19 and 2019-20).
 - (e) The bidder should not be blacklisted by any Government Departments/ Private Companies.
 - (f) The bidder should be an Income Tax assessee and hold a valid PAN and GST No.
 - (g) The bidder should be registered with appropriate authority for the purpose of Provident Fund, ESI, Labour License to supply the manpower
 - (h) The bidder should have its own Bank Account.
 - (i) All terms and conditions of the tender are acceptable to the bidder.



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PART- IV

GENERAL TERMS AND CONDITIONS OF THE TENDER

- 1. Payment Terms:** The standard terms of payment are within 30 days from the date of submission of bills along with proof of deposit of employees and employer contribution towards Provident Fund, ESI, Insurance, etc.
2. The contractor shall raise the bill only after releasing the salary of outsourced staff and thereafter reimbursement shall be made through RTGS. 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. Payment 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.
- 4. EPF & ESI:** The Employee Provident Fund (EPF) and Employee State Insurance (ESI) contribution in respect of all employees shall be reimbursable basis on production of challan/receipt copy along with the monthly bill.
5. The salaries of outsourced shall be linked to Central Wage Rates. 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 without any 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 of the RGIPT shall be final and binding.



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9. 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.
10. **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 from 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.
11. The Service Provider shall be obliged and solely responsible to comply with all 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.
12. **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. Service will be ceased with immediate effect, if any employee deployed by the service provider found in such activities.
13. **Place of Duty, Working Hours and Punctuality:** The Institute is located at Bahadurpur, Post- Harbansganj, Jais, Amethi- 229304, U.P. 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.
14. **Working Hours:** The working hours of the Institute is 09.00 a.m. to 6.00 p.m. The personnel deployed shall work from 09.00 A.M. to 06.00 P.M. from Monday to Saturday with 1-hour lunch break.
15. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.



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16. If need arises, the outsource staff shall overstay at work or have to report early or attend the Office even on Sunday/Gazetted Holidays (as per work requirements). Over time shall be paid to workers, if they overstay at work or perform the job on holiday as per Institute's rules.
17. The responsibility of statutory/compulsory deductions like EPF/IT/ GST etc. will be of the service provider.
18. The Service Provider shall provide a list of all personnel so deployed to RGIPT with their permanent and present address along with their latest photographs and Aadhar copies.
19. The copies of appointment letter issued to the personnel deployed in Institute shall be provided to the RGIPT.
20. **Issuing the Identity Card:** It shall be responsibility of the Service Provider to issue the employment card/ photo 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.
21. **Issue of Pay-Slip:** 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.
22. **Issue of Dress:** The service provider shall provide Good Quality **TWO SETS OF UNIFORM** along with a pair of shoes every year in the month of April. They will also provide Sweater/Jacket every year to employees in the month November.
23. **Appointment of Coordinator by the Bidder:** The Service Provider shall depute a Coordinator at RGIPT, who would be responsible for immediate interaction with the RGIPT. He should be responsible to maintain Leave Record/Service Record/Wages/Overtime payments and other registers as required under various labour laws.



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विद्यारत्नम् महस्वन्नम्

24. 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.
25. The Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
26. The Service Provider shall be responsible for any damages done to the property of the Institute by the personnel so employed. The RGIPT will be free to recover it from the security deposit of the Service Provider or from any other dues.
27. 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.
28. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
29. 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.
30. Essentially, the Service Provider shall be the "Employer" within the meaning of various 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) Jais, Amethi.
31. 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.



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32. The Service Provider shall be contactable at all times and message sent by email/ Special Messenger from the Institute to the Service Provider shall be acknowledged immediately on receipt on the same day.
33. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the RGIPT.

FRAUD AND CORRUPT PRACTICES

34. The bidder and their authorized officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.
35. 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.

LEGAL

36. 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.
37. In case the RGIPT is being made party to any litigation by the employee(s) of the manpower agency for any reason whatsoever, the service provider shall bear/ indemnify the cost incurred by the RGIPT.
38. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to RGIPT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
39. 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.
40. In case, the 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 shall 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.



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41. The Service Provider will keep this office informed about any amendment in the concerned law/rules from time to time.

FINANCIAL

42. All bidders shall be required deposit an amount of Rs. 5.00 Lakhs (Rupees Five Lakhs only) as Earnest Money Deposit (refundable) through NEFT/RTGS, failing which their bill shall be rejected out rightly. However, bidder registered with MSME shall be exempted to deposit the EMD on the production of registration certificate.
43. The EMD of unsuccessful bidders shall be refunded without any interest within 45-days from the award of the contract. If the Service Provider fails to deploy manpower against the requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
44. The Outsourced manpower shall be paid monthly wage as per Central Minimum Wage Rates or as decided by the RGIPT plus obligatory payments towards EPF/ESI, etc., as applicable.
45. **Performance Security:** The successful bidder shall deposit a Performance Security of a sum equivalent to one-month wage bill. The performance security shall be furnished in the form of the Bank Guarantee/FDR/Demand Draft drawn in favour of '**Rajiv Gandhi Institute of Petroleum Technology**' from any scheduled Public Sector Bank. 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.
46. 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 the RGIPT besides annulment of the contract.
47. RGIPT reserves the right to withdraw/ relax any of the terms and conditions mentioned above to overcome the problem encountered by the contracting parties.



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INSURANCE

48. Without limiting any of the other obligations or liabilities, the contractor shall at his own expense take and keep comprehensive insurance for manpower and for all the work during the execution. The contractor shall also take out workmen's compensation insurance as required by law and undertake to indemnify and keep indemnified the RGIPT for and against all manner of claims, demands, losses, damages, cost (including between attorney and client) charges, and expenses that may arise in regard the same or that the RGIPT may suffer or incur with respect to end/or incidental to the same.
49. The service provider shall provide Family Medical Insurance of Rs. 2.00 Lakhs to outsourced staffs, who are not covered under ESI. The employee and employer shall equally contribute towards Family Medical Insurance. Service provider shall claim the employer contribution on production of proof of payment in subsequent month.

EVALUATION CRITERIA

50. 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. Proposal shall be rejected at this stage, if it does not respond to important aspects of the Technical Proposal.
- (a) Initially Technical Bids shall be opened and evaluated based on the criteria as stipulated in Part-III (Eligibility Criteria) of the tender and documents submitted by the bidder in their claims. Price Bid of only technically qualified bidders shall be opened.
- (b) As provided in the Price Bid format, the bidders shall quote only Profit Margin and Tax Liability. Quoted Profit Margin shall be the sole factor of evaluation for identifying L-1 bidder. Profit Margin prima facie appearing to be untenable or quoted with a disruptive intent will be liable to be rejected. The decision of the Admin Purchase Committee will be final and binding in this regard.
- (c) The Price Bid shall be unambiguous and strictly be as per the price bid format. Conditional offers or the proposals not furnished in the format, shall be considered non-responsive and will be rejected.



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51. Award of Contract

- a) The contract shall be awarded to the bidder, whose bid has been determined to be substantially responsive and who has been adjudged L-1 bidder.
- b) In case two or more firms have quoted equal percentage of Profit Margin in Price Bid Form, in that case the L-1 bidder shall be decided on the basis of **Highest Average Annual Turn Over of Last 3-Year Financial Years**.
- c) RGPT, Jais, Amethi reserves the right to increase or decrease the requirement of manpower indicated at the time of award of contract.
- d) Successful bidder shall execute the contract on a stamp paper of adequate cost as given in this tender document. The terms and conditions of this tender document will be part and parcel of the contract agreement.

INSTRUCTION FOR FINANCE BID FORM

52. The Agency/Firm shall quote their Profit margin in percentage (%) in the form as specified in **Annexure-VI**.
53. The Agency/Firm requires quoting only Profit margin and taxation portion in Price Bid Form.
54. The Profit margin shall include the cost of providing Cost of deputing a Coordinator, Id card to employees, 2-sets of dress and a pair of shoes per year and other administrative expenses.
55. If any Firm quotes NIL charges/ 0 (Zero) supervisory charges/Profit margin, their quote will be summarily rejected without any further consideration.
56. Currently, Institute is deducting Income Tax TDS @ 1.5% and GST TDS @ 2% on Gross Bill Amount, therefore, bidder(s) are advised to quote their Profit Margin considering these deductions.



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57. REJECTION OF TENDERS

The Director, 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:

- (a) If the firm has failed to deposit EMD amount & Tender Fee
- (b) If a firm quotes 'Nil' or 0% (Zero percent) Profit Margin.
- (c) If the Bid Validity is less than the period prescribed (90 Days)
- (d) If the tender is not duly signed, or not found proper or complete to the satisfaction of RGIPT in any of the requisite manner.
- (e) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.
- (f) If the bidder seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.

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

ANNEXURE- I

TECHNICAL BID FOR MANPOWER SUPPLY SERVICES-2021 (On Company Letterhead) Tender No. RGIPT/Jais/Admin/Manpower-Supply/01/2021		
Sl. No.	Particulars	Details to be filled in by the Agency/Firm
1	Name of the Firm	
2	Registration No of the Firm	
3	Date of incorporation of the Firm	
4	Registered Office Address of the firm with e-mail id and Mobile No	
5	Name of the Contact Person with Mobile No and e-mail id	
6	PAN of the Firm	
7	GST Registration No	
8	EPF Registration Number	
9	ESI Registration Number	
10	Whether the firm is an IT Assesse and have filed Income Tax Returns during last three Financial Years (YES/NO)	
11	Whether the Firm has minimum 5 years' experience in providing Manpower supply services to reputed organizations/ institutions (YES/NO)	
12	Banker of Service Provider with full address	
13	Whether firm is blacklisted by any Government/Private Agency (YES/ NO)	
14	Whether all terms and conditions of the tender is acceptable to the firm (YES/ NO)	

Name & Signature of the authorized person

Stamp of the company

15. Financial turnover of the firm **ONLY FROM MANPOWER SUPPLY SERVICES** during last 3 years (Annual Audited Balance sheet & Profit Loss Account to be attached)

Sl. No.	Financial Years	Annual Turnover (In Rs)	Net Profit (In Rs.)
1	2019-20		
2	2018-19		
3	2017-18		

16. Furnish the details of officers of the Institutes, agency/firm has provided manpower supply services during last 5 years

Sl. No.	Name of the Organization	Officer-in-Charge with designation (Not below the rank of Group-A Officer)	Phone/Mobile No and e-mail id
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Name & Signature of the authorized person

Stamp of the company

17. List of Government Departments/ PSU/ reputed private companies/ Statutory or Autonomous bodies, firm has supplied manpower during last 5 years. Attach copy of **JOB COMPLETION CERTIFICATE/COPY OF SUPPLY ORDER** in support of every claim.

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

Name & Signature of the authorized person

Stamp of the company

DECLARATION

(Tender No. RGIPT/Jais/Admin/Manpower-Supply/01/2021)
(On Company Letterhead)

1. 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, Jais, Amethi 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, Jais, Amethi.
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.

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:

NON-BLACKLISTING DECLARATION
(Tender No. RGIPT/Jais/Admin/Manpower-Supply/01/2021)
(On Company Letterhead)

In response to the Tender document for providing manpower on outsource basis to RGIPT, Jais, Amethi. I/ we hereby declare that our company/ firm have been unblemished record and has never been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body/Private Organization.

We further declare that presently our Company/ firm..... is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Govt/ PSU/ Autonomous Body/Private Organization on the date of Bid submission including violation of any government laws.

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our performance security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender. Also, our firm shall not make any claim in this regard.

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:

Seal of the company:

TENDER CONDITIONS ACCEPTANCE CERTIFICATE
(Tender No. RGIPT/Jais/Admin/Manpower-Supply/01/2021)
(On Company Letterhead)

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the RGIPT website- **www.rgipt.ac.in** as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. _____ to _____ (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.

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:.....

Seal of the company:

**SOLVENCY CERTIFICATE
(For Rs. 60.00 Lakhs)
(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/Jais/Admin/Manpower-Supply/01/2021).

Signature of Authorized Person

Name: -----

Designation: -----

Seal of the company:

Annexure- VI

FINANCIAL/PRICE BID (MANPOWER SUPPLY SERVICES- 2021) (Tender No. RGIPT/Jais/Admin/Manpower-Supply/01/2021)	
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Name of the Firm	
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Sl. No.	Particulars	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	Profit margin of contractor (Quote profit in percentage % only) **	
4	GST or any other applicable tax rate	

Note: ** 1. The Firm shall submit the breakup of all expenses, considered while calculating the profit margin. In absence of breakup sheet, Price Bid shall be rejected out rightly and no further correspondence shall be done.

2. The Profit margin shall include the cost of providing Cost of coordinator, Id card to employees, 2-sets of dress and a pair of shoes per year and other admin expenses.

3. Refer Rule-173(h) of GFR, 2017: "If a Firm quotes NIL/ZERO charges/consideration (*Supervisory/Profit Margin*), the bid shall be treated as unresponsive & will not be considered".

4. Currently, Institute is deducting Income Tax TDS @ 1.5% and GST TDS @ 2% on Gross Bill Amount, therefore, bidder(s) are advised to quote their Profit Margin considering these deductions.

DECLARATION

I (Name & Designation) S/o resident ofdo 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 all are acceptable to us.
3. That all the information submitted herein is true and nothing material has been concealed.
4. That the bidder undertakes to render RGIPT, Jais, Amethi free from all and any kind of liability and consequences resulting out of this present agreement.

Date: -----

Signature of authorized person

Place: -----

Name:-----