OFFICE OF THE DEVELOPMENT COMMISSIONER ANDHRA PRADESH SPECIAL ECONOMIC ZONE ADMINISTRATION BUILDING, VMRDA 9th FLOOR Tele:0891-2558678,2591371 VISAKHAPATNAM – 530003 AP, INDIA e-mail: devcommapsez@yahoo.com

APSEZ-DCOG/8/2023-SEZ/VIZAG

Date: 30.01.2024

NOTICE INVITING TENDER

Sealed tenders are invited under Two Bid System i.e. Technical Bid and Financial Bid from Companies/Firms/Agencies for providing manpower under clerical and semi skilled categories for the period of 01.03.2024 to 28.02.2025.

Sealed tenders (Tender Document) must be addressed to "Andhra Pradesh Special Economic Zone C/o APSEZ, Visakhapatnam-530049

THE SEALED TENDERS MUST REACH THIS OFFICE ON OR BEFORE 21.02.2024 BY 11.30 AM.

Tender Document can be obtained from this office during office hour or may downloaded from this office website <u>www.vsez.gov.in.</u>

Assistant Development Commissioner

Date:30.01.2024

No. Copy to: 1. Notice board

2. Office website.

OFFICE OF THE DEVELOPMENT COMMISSIONER ANDHRA PRADESH SPECIAL ECONOMIC ZONE VISAKHAPATNAM

TENDER DOCUMENT

TENDER FOR SUPPLY OF MANPOWER

(Clerical and Semi-skilled)

TENDER TITLE : FOR SUPPLY OF MANPOWER (Clerical and Semiskilled)

TENDER REF NO : APSEZ-DCOG/8/2023-SEZ/VIZAG

TENDER LAST DATE: 21.02.2024

PREFACE

1. Sealed Tenders are invited by the Development Commissioner, Andhra Pradesh Special Economic Zone, Visakhapatnam under Two Bid System i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies/Firms/ Agencies for providing manpower under Clerical, Semi-Skilled categories in the O/o Development Commissioner APSEZ, Visakhapatnam located at the address mentioned below for 12 months as per the terms and conditions in the tender document.

2. NAME AND ADDRESS OF THE AUTHORITY

O/o The Development Commissioner Andhra Pradesh Special Economic Zone Siripuram,VMRDA 9th Floor Visakhapatnam-530003 E mail : <u>devcommapsez@yahoo.com</u>

2.1. CONTACT PERSON(S) FOR ANY QUERIES REALTED TO TENDER:

Tender related clarification may be obtained from: Assistant Development Commissioner (Admin) Written queries can be sent by email at: adck_vsez@yahoo.in, devcommapsez@yahoo.com

Name of the work & location	Datails
Tender fee:	500/-
Tender No:	APSEZ-DCOG/8/2023-SEZ/VIZAG
Submission of Earnest Money Deposit (EMD)	EMD equal to 10,000/- in the form of demand draft in favor of Development Commissioner,
	APSEZ, Siripuram, Visakhapatnam.
Place of payment	APSEZ, VMRDA, Building 9 th floor, Siripuram, Visakhapatnam.
Last date of the	21.02.2024
Submission/Receipt of the	
Tender	

3. Brief Details of the Tender:

Tender document can be obtained on payment of DD/Cheque for Rs. 500/- drawn in favour of Development Commissioner, APSEZ, Siripuram, Visakhapatnam. The cost of tender document is **NON-REFUNDABLE.** Tender document can be downloaded from the web site <u>www.vsez.gov.in</u>. In case of downloading the tender document from the web site the tender cost of Rs. 500/- in the form of DD/Cheque has to be attached along with the application. Tender submitted without tender cost will be rejected.

4 SECHEDULE FOR INVITATION FOR BIDS:

Date of issue of Tender document	: 30.01.2024 _
Last date of receipt of Tender	: 21.02.2024 (11.00AM)
Date and time of opening of Financial Bid	: 21.02.2024 (11.30 AM)

Bid will be opened at the O/o Development Commissioner APSEZ, Siripuram, VMRDA Building 9th floor,Visakhapatnam-530003.

5 Requirement of Manpower:

Sl.	Category	Required Strength
1.	Clerical	1
2.	Semi-Skilled	2
	Total	3

The number of manpower may be increased or decreased at the option/ requirement of the Office from time to time.

The contractor shall pay the minimum rate of wages as applicable in Central minimum wages act, under construction category.

5.1 Education, Experience and Age Limit for the Manpower to be deployed by the Companies/Firms/Agencies:

(a) Clerical Manpower

i) Graduate (Degree) from any University recognized by Central or State Government.

ii) The person should have basic knowledge to read and write in English. Experience / Certificate in MS Office/ Computer Applications / Knowledge of working with MS word, Excel and / or webpage data entry is preferable.

Age: He/ She shall be between age group of 18 years to 58 years.

(b) Semi-Skilled:

i) 10+2 passed or equivalent or higher from any Board/University recognized by central or state Government.

Age: He/ She shall be between age group of 18 years to 58 years.

6. TERMS AND CONDITIONS OF THE CONTRACT

1. The Contracting Agency will have to comply with the provision of Minimum wages Act as in force or enforced from time to time. Besides this, engagement of workers should be in accordance with all the relevant labour laws. Contracting Agency shall comply with the provision of the Contract labour (Regulation and Abolition) Act, 1970. and any modification thereof. Any other law relating to labour legislation and rules made there under from time to time as applicable must be complied with. The contracting agency shall abide by all the laws pertaining to Labour

- Necessary licenses/registrations as required by relevant statutes shall obtained by the contracting agency from relevant departments in terms of compliance under the statutes Viz. contract labour license in case of 5 or more workmen, registration under M.T.W. Act in case of Motor Transport workers required to be engaged in the activity.
- 3. Where ever ESI is not applicable the agency has to apply for work man compensation policy as required under labour laws.
- 4. The workers employed on the above work by the Contracting Agency shall be under the sole and whole Control of the management of the Contracting Agency and for all purposes, they will be the employees of the Contracting Agency only. The persons

engaged by the Contracting Agency against the Contract shall not have any right/claim whatsoever for direct recruitment of permanent employment in the APSEZ.

- 5. The Contract will be for 12 months, evaluated after every three months of Award of contract. Subject to satisfactory performance, it can be extended for 1 more year.
- 6. Termination of Contract: Development Commissioner: APSEZ reserves the right to terminate the Contract on account of poor workmanship, noncompliance of work, violation of any Contract provision by Contracting Agency. In such cases, the Contracting Agency is liable to liquidate damages of 5% of annual Contract value, security deposit.
- 7. Earnest Money: No Tender will be considered, if not accompanied by a demand draft for a value of Rs. 10,000/- (Rupees Ten thousand only) drawn in favour of Development Commissioner, APSEZ, as Earnest Money deposit. The earnest money will be returned to unsuccessful Tenderers within three months after the date fixed for receiving Tenders.
- 8. Security Deposit: The Security Deposit shall be 3% of total Contract Value, which is refundable after successful completion of the Contract. In case of default, the Security deposit will be forfeited.
- 9. Arbitration: All disputes arising out from the workers in respect of salaries, wages or any other matters connected with their service conditions shall be settled mutually between the parties within 30 days. APSEZ should be free from all encumbrances whether from the Government or any other sources, including claims as per Workmen Compensation Act.
- 10. The contractor has to indemnify the principal employer i.e. Development Commissioner, APSEZ from all liabilities in respect of welfare measures applicable to the workers employed by him under various statutes.
- 11. The following shall also be produced by the Contracting Agency along with the bill for making payment: -
- (a) Attendance sheet indicating weekly off duly countersigned by concerned officer of APSEZ.
- (b) Evidence relating to the payment to the workers. Viz. proof of online transfer in case where the payments are made through e-transfer to the Accounts or the workers.
- (c) Copies of P.F. Challans along the list of persons and amount of EPF contributions deposited by the Agency for the preceding month.

- 12. The Contracting Agency will have to take insurance policies to cover up all the risk and keep them valid till the successful completion of the Contract
 - (i) Workman 's compensation
 - (ii) Risk/liability of the 3rd party
- 14. The Contracting Agency shall not allow/permit his workers to participate in any Trade Union activities or agitation inside the APSEZ and estate.
- 15. The monthly payment of Contract amount will be reimbursed to the Contracting Agency only on the submission of Bill along with a copy of Wage Payment Sheet, Receipts of Provident Fund and ESI Contribution in respect of persons engaged by the Contracting Agency.
- 16. Prior to the commencement of the Contract, the Contracting Agency will have to provide Insurance Coverage to the employees.
- 17. The Contracting Agency should submit its profile on the Letter head full address, TIN/PAN number/ telephone number, email i.d. indicating the Experience, Technical capability, Financial Position, Reliable Reference etc.
- 18. In all matters of dispute relating to this Contract, the decision of APSEZ will be final and binding upon the agency.
- 19. The contracting Agency should be responsible for the health and safety of all its employees covered under the Contract.
- 20. Contactor shall be fully responsible for any Mischief done by its staff.
- 21. The Contracting Agency should submit the organization the list of personnel deputed for this work along with their Name. Residential Address, Qualification, Experience along with their photographs and character and antecedents have to be certified. In case of any change in the information given earlier, the same shall be informed to APSEZ from time to time.
- 22. APSEZ has the right to ask the Contracting Agency to remove a particular person (s) from the office with immediate effect if in the opinion of APSEZ his/her behavior / performance is not up to the mark and / or found indulging in unlawful activities, contracting agency will be held responsible for the value of the loss of material to the Principal Employer in such activities.

- 23. The Contracting Agency should issue Identity Card to its Personnel and this should be shown on demand. The Contracting Agency should provide proper uniform to its Staff Members deployed.
- 24. Tenderer shall not be permitted to withdraw his offer or modify the Terms and conditions thereof.
- 25. The Contracting Agency shall be responsible for providing safety measures and amenities as required under law/nature of work to workmen engaged by him for the purpose of maintenance. Under no circumstances APSEZ shall be held liable for any injury cases etc. due to negligence of the Contracting Agency in providing the safety measures to personnel engaged by it. For compensation, if any, payable to a member of his workforce the liability shall lie with the Contracting Agency as per the law.
- 26. The Contracting Agency shall be responsible for any damage or loss to the Govt. property caused by the persons engaged by him under the Contract. In case the persons engaged by the Contracting Agency indulge in such activities as are prejudicial to the interest of the APSEZ or result in loss to the property, APSEZ will have the right to stop the entry of such persons in to APSEZ and to take any such cost of damages from the Contracting agency apart from withholding the amount payable to the contracting Agency under the contract till the realization of the cost of damage.
- 27. APSEZ shall have the right to rescind the contract, modify & alter the Terms and Conditions of the contract.
- 28. If due to violation of the Terms and Conditions of the contract by the Contracting Agency, APSEZ shall have the right to rescind the contract without any notice to the Contracting Agency and shall recover the damages along with the penalty.
- 29. APSEZ has the right to terminate the contract with the agency in case of non-payment/ short payment of the wages to the employed by the Contracting Agency on the date/time/place fixed in this regard.
- 30. If owing to breach of any of the provisions of these Acts or any other relevant Acts on the part of the Contracting Agency, APSEZ will have the right to deduct such amounts, payable against any Contract, from the bills of the Contracting Agency. The Contracting Agency shall indemnify APSEZ from such losses as are incurred because of his non- compliance with the relevant Statutory Provisions.

31. Risk and Costs- In case of failure of the contracting Agency to perform the contract satisfactorily the same will be cancelled at his risk and cost and a FRESH contract will be entered into at the risk and cost of the defaulting contracting Agency.

7. Tender Procedure:

Tenderer would submit the sealed Tender in two parts (1) for Technical Bid and (2) for Financial Bid in the sealed envelope duly marked containing the following information

The Technical Bid : it should be submitted as proforma enclosed in Annexure – A

The following shall be the minimum eligibility criteria for fulfilling the technical evaluation

- a) The bidder who has executed either (a) two works of Manpower Outsourcing Minimum Rs. 25 lakhs each in a year or (b) one work of Minimum Rs. 45 lakhs in one-year (during any of the last 3 (Three) years ending March 2023) shall be eligible to participate in the tender. The list of clients along with completion certificate, Name and contact details of the person should be submitted along with technical bid.
- b) A Proof in support of the relevant Experience from state Government (or) Central Government & Registration Certificate from State Government (or) Central Government shall be submitted by the Bidder.
- c) Bidder should be have an independent P.F. Number allotted to them by a regional provident fund commissioner. (Enclose document).
- d) Bidder should be in possession of an independent ESIC number allotted to them by competent authority (enclose document).
- e) The contractor/agency must abide by all Labour Laws and other Laws as applicable. An undertaking to this effect must be enclosed along with the bid, as per Annexure-D
- f) Demand draft of Rs. 10,000 /-(Rupees Ten thousand Only) drawn in favour of Development Commissioner (Chairperson) APSEZ as Earnest Money and shall be forwarded with the technical bid.
- g) The Agency should have executed at-least one similar work in the vicinity of Visakhapatnam.
- h) The Agency has to provide a certificate with regard to GST number/ PAN number issued by Competent Authority (Attested photocopy). A check list has been proposed and enclosed as Annexure B for submission of technical bid.

Note : Price quotation should not be mentioned any were in technical bid.

8. **The Financial Bid:**

Financial Bid should be submitted in proforma enclosed as Annexure - C.

The price quoted should be valid till the complete execution of the order. No escalation except on revision in minimum wages, PF and ESI on what so ever account shall be allowed under this contract till the end of the contract period.

Annexure-A

TECHNICAL BID

- 1. For providing Clerical and Semi Skilled manpower to the O/o Development Commissioner APSEZ, Siripuram, Visakhapatnam
- 2. Name of the Tendering Company/Firm/Agency (Attach certificate of registration)
- 3. Name of the Proprietor/Director of Company/Firm/Agency

4. Full address of the Registered Office _____

Telephone Number:	
FAX NO.	
E.Mail Address	

5. Full address of Branch offices

TelephonNumber: _	
FAX NO.	
E.Mail Address	

APSEZ-DCOG/8/2023-SEZ VIZAG

I/56496/2024

6.	Banker of Company/Firm/Agency	
	(Full Address)	
	(Attach certified copy of statement	
	Of A/c for the last three years)	
	Telephone Number of Banker	
7	DAN/CID No	
7.	PAN/GIR No.	
	(Attach attested copy)	
8.	GST Registration No.	
_		
9.	E.P.F. registration Number	
	(Attach attested copy)	
10.	E.S.I Registration Number	
	(Attach attested copy)	

11. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial year (Attach separate sheet if space provided is insufficient)

Financial	Amount in Lakhs	Remarks if any
2020-21		
2021-22		
2022-23		

12. Give details of the major similar contract handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl	Details of client along	Type of	Amount of		
No	with address,	manpower	Contract (in	Duration of	of Contract
	telephone numbers	supplied	Lakhs)		
				Form	То

(If the space provided is in sufficient, a separate may be attached)

13. EMD - Details

APSEZ-DCOG/8/2023-SEZ VIZAG

14. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person Name:

Seal: _____

Date: Place:

<u>Annexure-B</u>

TECHNICAL ELIGIBILITY REQUIREMNT FOR THE TENDERING COMPANY/FIRM/AGENCY

The tendering manpower (CLERICAL AND SEMI-SKILLED) Company/Firm/Agency should fulfil the following Eligibility requirement and furnish self-attested of documents with technical bid

Sl.N	REQUIREMENT	COPY OF	ENCLOSE	PAGE NO
0		RELEVANT	D	OF BID
		DOCUMENT	YES/NO	DOCUMENT
1.	The Company/Firm/Agency	Copy of valid		
	should be registered with the	Registration		
	appropriate registration	Certificate should		
	authority either State or	be enclosed		
	Central Government			
2.	The Company/Firm/Agency	Copy of registration		
	should be registered with	along with latest		
	GST department.	GST returns		
		certificate.		
3.	PAN card in the name of	Copy of PAN card		
	Company/Firm/Agency.	in the name of firm/		
		Self-proprietorship		
		etc., else duly		
		notarized affidavit		

		confirming ownership / Self- proprietorship to be provided.	
4.	Income Tax return for the last three financial years.	Copies of ITRs	
5.	The Company/Firm/Agency should be registered with Labour department	Copy of valid registration certificate with number	
6	The Company/Firm/Agency should be registered with EPF/ESIC	Copy of registration certificates and CERs for at least four quarters	
7.	Experience criteria. i) The Company/Firm/Agency should have at least three year's experience in providing manpower	Copy of work orders along with completion certificate	
8.	EMD	Enclosed / Exempted	
9.	Acceptance letter	On letter head of Vendor/Contractor	
10.	Declaration including tender document with physically or digitally signed.		

(Signature of the Bidder, with official seal)

<u>Annexure-C</u>

FINANCIAL BID

SI. No	Manpower Description	Unit	Qty	Value per day	Total Value of Contract
1.	Minimum Wage Rate	Ma	312	967/-	3,01,704.00
	(as per Central	n			
	Minimum Wages Act)	Day			
	for Secretarial	S			
	Assistant for 26 days				
	including PF, ESI				
2.	Minimum Wages Rate	Ma	624	824/-	5,14,176.00
	(as per Central	n			
	Minimum Wages Act)	Day			
	for 2 persons of Peon	S			
	cum Xerox Mission				
	Operator for 26 days				
	including PF,ESI				
3	Total Col 1 to 2				8,15,880.00
4	Contractors Service				
	Charges				
5	GST @ 18%				
	(Col1+Col2)*18%				
6	Grand Total				
(Rupees in	n words				

APSEZ-DCOG/8/2023-SEZ VIZAG

Place:

Note:

1. The rates quoted by the tendering agency shall be inclusive of all statutory/taxation liabilities at the time of entering into the contract.

2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

<u>Annexure-D</u>

DECLARATION

- 1. I______Son/Daughter/Wife
 of

 Sri----- Proprietor/Partner/Director/Authorized

 signatory of M/s.______and competent to sign this
 Declaration and execute this tender document on behalf of agency.
- 2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3. I/we hereby undertake that we will abide by the all the Labour laws and other laws as applicable.
- 4. The information/documents furnish headlong with the above application 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 & Seal of the Applicant Name of the Applicant Designation

Note: The above declaration, duly sealed by the authorized signatory of the company, should be enclosed with the Technical Tender Agency.

l/56496/2024

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