

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**MANPOWER SERVICE PROVIDER**

**RFP No. GERC/Admin/Manpower/26/2023/01**

**Gujarat Electricity Regulatory Commission (GERC)**

6th Floor, GIFT ONE,  
Road 5-C, Zone 5, GIFT City,  
Gandhinagar - 382355, Gujarat,  
India.

Phone : +91-79-23602000, Fax  
:+91-79-23602054/55

E-mail : [gerc@gercin.org](mailto:gerc@gercin.org)

Website: [www.gercin.org](http://www.gercin.org)

# Gujarat Electricity Regulatory Commission, Gandhinagar

1. The Gujarat Electricity Regulatory Commission was constituted by the Government of Gujarat on 12<sup>th</sup> November 1998 under provisions of Electricity Regulatory Commissions Act, 1998, and commenced functioning on 19<sup>th</sup> April, 1999. GERC is an autonomous quasijudicial body responsible for regulation of the Power Sector in the State of Gujarat, consisting of generation, transmission, distribution, trading, and use of electricity etc. Its primary objective includes taking measures conducive to the development of the electricity industry, promoting competition therein, protecting the interests of consumers and ensuring supply of electricity to all areas.
2. Gujarat Electricity Regulatory Commission (GERC) invites bids from reputed, well established and financially sound Manpower Service Providers for supplying of manpower in the Office of GERC at Gandhinagar and offices of the Electricity Ombudsman, Ahmedabad and Rajkot,
3. Gujarat Electricity Regulatory Commission (GERC) invites sealed Bids under two envelope system from well-established Manpower Service Providers for providing manpower services of Personal Assistant/Steno, Junior Assistants, Drivers/Attendants, and peon on contract basis initially for a period of two year which may be further extended subject to satisfactory performance. The Service Providers must have sufficient experience of providing manpower to various government departments, public sector companies, public sector banks and government autonomous organizations.
4. The interested bidders shall submit their bids to Director (Admin & Accounts), Gujarat Electricity Regulatory Commission, 6th Floor, GIFT ONE, Road 5-C, Zone 5, GIFT City, Gandhinagar - 382355, Gujarat, India, on or before 29/08/2023. The Bids shall not be accepted beyond the stipulated date and time under any circumstances whatsoever. All the relevant documents of tender to be submitted by way of registered Post A.D. or Speed Post only. “NO COURIER SERVICE OR HAND DELIVERY” will be allowed.
5. Earnest Money Deposit (EMD) equal to Rupees Fifty Thousand only (Rs. 50,000/) only in the form of Demand Draft in favour of the “Gujarat Electricity Regulatory Commission “Gandhinagar must be accompanied with the Bid application
6. The GERC reserves the right to cancel the bid at any time or amend/withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**Sd/-**  
**Director (Admin. & Account)**  
**Gujarat Electricity Regulatory Commission**  
**Gandhinagar**

**Date:04/08/2023**

## **INSTRUCTIONS TO BIDDERS**

1. Sealed Bids are invited in two envelope system (Technical Bid and Price Bid) from experienced well established and financially sound Manpower Service Provider for supply of the following category and number of manpower to work in the office of GERC:

<b>Sr. No.</b>	<b>Position Requirement</b>	<b>Required Number</b>
1.	Personal Assistants	1
2.	Stenographers (3 GERC + 2 Ombudsman Office)	5
3.	Junior Assistants (Admin & Account)	2
4.	Drivers/Office Attendants	7
5	Peon	6
6.	<b>TOTAL</b>	21

2. The qualification and the experience of the manpower shall be as indicated in the Scope of Services as in **Annexure VI**.
3. The Contract shall be in force initially for a period of two year from the date of signing of the Contract; **which may be further extended subject to satisfactory performance on agreed mutual terms and conditions with a provision of yearly increment by GERC for outsource manpower on case to case basis as per current market pay scale.** The requirement of same number of Personal Assistant/Steno, Junior Assistants, Drivers/Attendants, and peon may persist in GERC at that time or may be curtailed/ terminated before completion of a period of two year owing to deficiency in service or substandard quality of manpower deployed by the Selected Service Provider.
4. The Successful Bidder shall submit certificates/ supporting documents duly attested by authorized signatory in support of age, education, professional qualifications of Personal Assistant/Steno, Junior Assistants, Drivers/Attendants, and peon, to be deployed in GERC.
5. The bid shall be valid for a period of not less than ninety (90) days from the last date of submission of the bid, being further extended if required so by GERC.
6. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
7. Bids will be assessed based on the information submitted by Bidders. However, if needed, GERC reserves the right to seek further clarification from Bidders. Manpower will have to be supplied by the Successful Bidder within seven (07) days of issue of Letter of Award (LoA) or as communicated by GERC. The Successful Bidder will be required to execute the Contract Agreement for Services as per Terms & Conditions of this document within fifteen (15) days from the date of letter of award or as communicated by GERC.
8. The Bid should be submitted in two sealed envelopes as indicated below:

- 8.1 The first sealed cover should be superscripted “Technical Bid” and should contain.
- i. Letter for Bid Submission
  - ii. The Profile of Bidder as per Annexure-II (a) duly filled in.
  - iii. Experience details as per Annexure II (b) fully filled in.
  - iv. Affidavit as per Annexure III.
  - v. Security Deposit as prescribed in the bid document.
  - vi. A signed copy of the RFP along with terms and Conditions (all pages)
  - vii. Other relevant documents (Refer Checklist of documents).
- 8.2 The second sealed envelope superscribed “Price Bid” should only contain quote for percentage of Service charge at which manpower will be provided, as per format at **Annexure-IV**.
- 8.3 Both the sealed envelopes should be placed in the outer sealed envelope superscripted “**Engagement of Manpower Service Provider for Supply of Manpower**” and should be submitted to Director (Admin & Accounts), Gujarat Electricity Regulatory Commission, 6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar - 382355, Gujarat, India **on or before 29/08/2023 Upto 6:00 PM**.
9. Bids received after the due date and time will be summarily rejected.
10. The Price Bid of only those Bidders will be opened whose technical bid are found to be qualified as in terms of this Bid document. The scheduled time and venue of Price Bid opening will be communicated to only those Bidders whose Technical bids are found to be qualified in terms of this Bid document.
11. GERC reserves the rights to modify, expand, restrict, scrap, re-float the bid without assigning any reasons.
12. In case of any query, Bidder may contact the Office of GERC on any working day (Monday to Friday, 10:30 AM to 6:00 PM).
13. **Earnest Money Deposit:**
- 13.1 Each Bid shall be accompanied by a n Earnest Money Deposit (EMD) equal to Rupees Fifty Thousand only (Rs.50,000/-) only in the form of Demand Draft in favour of the “Gujarat Electricity Regulatory Commission at Gandhinagar. Bids not accompanied by earnest money shall be summarily rejected. The Earnest Money shall not be liable for any interest.
  - 13.2 The earnest money shall be liable to be forfeited if the Bidder after submitting his Bid modifies his offer and or the terms & conditions thereof in any manner, even if GERC has not suffered any loss during the validity period of this Bid. The earnest money shall also be liable to be forfeited in the event of bidder failing to furnish the requisite Security Deposit for the Contract by the due date without prejudice to any other rights and

remedies of the GERC under contract. The Earnest Money will be returned to all unsuccessful bidders without interest as soon as practical, after finalization of bidding process and the successful bidder having furnished a Security Deposit

**14. Security Deposit:**

- 14.1 The Successful Bidder shall furnish within a week of issue of LoA to such Bidder, a Security Deposit of Rs. Two Lakh Fifty Thousand Only (Rs. 2,50,000/-) in favour of Gujarat Electricity Regulatory Commission.
- 14.2 The Security Deposit shall be deposited in favour of the Gujarat Electricity Regulatory Commission in the form of Demand Draft/ Fixed Deposit/ Bank Guarantee (Except Cooperative bank) in favour of Gujarat Electricity Regulatory Commission, Gandhinagar.
- 14.3 The Security Deposit furnished by the Bidder shall be subject to the terms & conditions given in this Bid and the GERC shall not be liable for payment of any interest on the Security Deposit. If the Successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Bid and a fresh Security Deposit will be required to be furnished.

**15. Eligibility Criteria for the Bidders:**

- 15.1 The Bidders must meet following eligibility criteria:
- (a) The Bidder shall be an Indian Proprietary firm, Partnership firm or Company registered under respective act(s).
- (b) The Registered Office or the Branch Office of the Manpower Service Provider should be located either in Gandhinagar or in Ahmedabad.
- (c) The Bidder should have experience of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last three financial years. The experience certificates indicating date of award of contract and date of completion of contract obtained from the Ministries/ Departments of Centre or State/ PSUs/ Autonomous Bodies should be provided to support the claim of experience.
- (d) The Bidder should have its own bank account.
- (e) The Bidder should be duly registered with the GST /PF/ ESI/Relevant Authorities and having valid labour license under Contract Labour (Regulation & Abolition) Act, 1970.
- (f) The annual turnover of the service provider of the last four financial years i.e. FY 2019-20, 2020-21, 2021-22 and FY 2022-23 should be certified by the statutory auditor or an independent Chartered Accountant shall be provided. If the business has

been established less than four financial years, the turnover certificate shall be provided from the year of set up.

- (g) The Bidder should submit an Affidavit stating that the firm has not been black-listed by any government department/public sector companies/public sector banks/ government autonomous organizations and there has no litigation with any government department on account of similar services as per format given in **Annexure- III.**

15.2 Bid documents not fulfilling these of requirements will be rejected.

**16. Evaluation of Technical Bids**

GERC will identify suitable bidders based on evaluation of the technical criteria as well as the financial criteria. Technical evaluation will be done, taking into account the criteria mentioned below by the Committee to be nominated by the GERC. Each criterion shall be marked on a scale of 1 to 100 and then the mark for each criterion shall be weighted to calculate average technical scores. Weights in the following ranges will be used by the Committee appointed by the GERC to calculate the weighted average technical score for each proposal:

<b>Criteria</b>	<b>Weight</b>
The Bidder's total experience in providing manpower services.	20
The Bidder's relevant experience in providing manpower services to Govt. department/PSU/Public sector bank etc.	40
Turnover of the Bidding entity.	20
Financial Status (i.e., Profit of last five years)	20

The mix of weights approved by the GERC will total to 100. The minimum qualifying technical score is 60 out of 100. The bidders securing the minimum qualifying marks shall be informed about the date and time of opening of the pricing bid. The pricing bid of those bidders who fail to obtain minimum qualifying marks shall not be opened.

The pricing bid having least percentage of Service charge will be given a financial score of 100 and other bids will be given the financial scores that are inversely proportional to their costs. The total score shall be obtained as the weighted average of technical score (70%) and financial score (30%).

17. The marks allocation for the technical evaluation shall be assigned as under:

<b>Sr.No.</b>	<b>Criteria</b>	<b>Maximum Marks</b>
1	Total Experience in providing manpower services – 2 marks per year of such experience	20

2	Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations:  <i>(While calculating such experience, more than one similar contract given to a firm in one work order during a particular year or more than one year will be reckoned as one experience only)</i>  i. 5 marks for each contract of value not less than Rs.1 Crore. ii. 4 marks for each contract of value not less than Rs. 50 lakhs. iii. marks for each contract of value not less than Rs. 35 lakhs. iv. 1 mark for each contract of value not less than Rs. 10 lakhs.	40
3	Turnover of last four Financial Year (i.e. FY 2019-20 to FY 2022-23 or as the case may be), of the bidding entity - 2 marks for each additional turnover for Rs. ten (10) lakhs beyond turnover of Rs. Fifty (50) lakhs.	20
4	Financial status (Profit or loss of the firm during the last four financial years) - 5 marks for each year if there was profit as per the audited accounts.	20
<b>Total Marks &gt;&gt;&gt;</b>		<b>100</b>

18. **Evaluation of Price Bids**

18.1. GERC has mentioned approximately Remuneration for each of the po as given in Annexure IV. Accordingly, Bidders are required to quote service charges in terms of percentage on the Total Amount Only. This percentage shall be applicable on each category of personnel.

18.2. The format for providing Price Bid is enclosed as **Annexure IV**.

18.3. The contract will be awarded on highest total score basis. GERC will select the Bidder with the Most Advantageous Bid, which is the Bid with the highest aggregate score among those bids that achieved the minimum qualifying Technical Score.

18.4. GST at applicable rates will be paid extra.

19. The deployed personnel can also be deployed on Saturdays, Sundays and or holidays and in such case, a weekly rest will be given on any working day of the following week.

20. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of GERC. The Bidder shall provide additional manpower services, if required, on the same terms and conditions.

21. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to GERC.

22. The Bidders shall submit the complete set of documents with their signature on all pages of the document.

## **TERMS & CONDITIONS**

### **1. Definitions**

- 1.1 The terms “Contract” shall mean and include the invitation to bid also incorporating the instruction to Bidder, the Bid, its Annexures, Appendixes, Schedules, Acceptance of Bid and such General and Special conditions as may be added to it. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2 Manpower Service Provider shall mean such firm or company, selected under this Bid and undertaking the work of providing manpower service of Personal Assistant/Steno, Junior Assistants, Drivers/Attendants, and peon, as per Bid document and conditions of this contract.
- 1.3 The time period means period specified in the Bid document for entire execution of contracted works for a period of two (2) year from the date of issue of Letter of Award or as communicated by the GERC.
- 1.4 The Term “GERC” as used in the Bid document shall mean the Gujarat Electricity Regulatory Commission.

### **2. Parties to the Contract**

- 2.1 The parties to the contract are the selected Manpower Service Provider (hereinafter referred to as “Service Provider”) and Gujarat Electricity Regulatory Commission (hereinafter referred to as GERC), represented by the Directors (Admin. & Account) and, or any other person authorized to act on behalf of the GERC.
- 2.2. The person signing the Bid or any other document (s) forming part of the Bid on behalf of any other person, or a firm shall be deemed to warrant that he has authority to bind the firm in matter pertaining to the Contract, if, on enquiry, it is found that the person concerned has no such authority, GERC may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

### **3. Subletting**

The Service Provider shall not sublet transfer or assign this contract or any part thereof without the prior written consent/approval of the GERC. In the event of the Service Provider contravening this condition, the GERC shall be entitled to terminate the Contract and to get the balance work or services under the contract executed at the risk and cost of the Service Provider and the Service Provider shall be liable for any loss or damage which the GERC may sustain in consequence or arising out of such replacing of the Contract.



#### **4. Liability For Personnel**

- 4.1. All persons deployed by Service Provider in GERC office shall be its own employees in all respects and the responsibilities/obligations under Contract Labour (Regulation & Abolition) Act 1970, the Indian Factory Act the Workmen compensation Act, Employees Provident Fund Act and under minimum wages Act and various other statutory enactments shall be that of the Service Provider.
- 4.2. The Service Provider shall indemnify the GERC against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Bidder. The Service Provider shall also submit proof regarding same for deployed personnel in GERC.
- 4.3. The Service Provider shall also make available such returns/records for inspection by the GERC authorized person. The Service Provider shall maintain necessary record and registers like wages book and wages slip, etc.

#### **5. Period Of Contract**

The contract shall remain in force for all purpose for a period of two year extendable on agreed mutual terms and conditions for further period of one or more year, with a provision for yearly increment by GERC for outsources manpower on case-to-case basis as per current market pay scale. However, GERC reserves right to terminate the Contract at any time without assigning any reason there of by giving thirty days' notice in writing to the Service Provider(s) at their last known place of residence/business and the Service Providers shall not be entitled to any compensation by reason of such termination. The action of GERC under this clause shall be final conclusive and binding on the Service Providers and shall not be called in question.

#### **6. Security Deposit:**

- 6.1 The Service Provider shall furnish within seven (7) days from the issue of Letter of Award, Security Deposit as prescribed in the notice inviting tender failing which the Contract shall be liable to cancellation at the risk and cost of the Manpower Service Provider and the EMD will be forfeited and subject to such other remedies, as may be available to Director General, GERC under the terms of the Contract.
- 6.2 The Security will be refunded to the Service Provider without interest on due and satisfactory performance of the services and on completion of all obligations by the Contractor(s) under the terms of the Contract and on submission of a "No Demand Certificate" subject to such deduction from the security, as may be necessary for making the GERC claims against the Contract.
- 6.3 In the event of termination of the Contract, GERC shall have the right to forfeit the entire or part of the amount of Security Deposit submitted by the Service Provider or to appropriate the security satisfaction of any sum due to be claimed for any damages, losses, charges, expenses, or cost that may be suffered or incurred by the GERC.

## **7. Summary Termination**

- 7.1 In the event of the Service Providers having been adjudged insolvent or goes into liquidation or winding up their business of making arrangements with their creditors or failing to observe any of the provisions of this Contract or any of the terms and conditions governing the Contract, GERC shall be at liberty to terminate the Contract forthwith without prejudice to any other rights or remedies under the Contract and to get the work done for the unexpired period of the Contract at risk and cost of the Service Provider and to claim from the Service Provider any resultant loss sustained or cost incurred.
- 7.2 In the event of the Service Provider going into Liquidation or becoming embroiled in internal dispute between partners/director or between management and its employees, the payment shall be withheld till such dispute is resolved.
- 7.3 GERC shall also have without prejudice to other rights and remedies, the right in the event of breach by the Service Provider of any of the terms and conditions of the Contract to terminate the Contract forthwith and to get the work done for the un- expired period of the Contract at the risk and cost of the Service Provider and/or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by the GERC due to the Service Provider's negligence or un workmen like performance of any of the service of the services under the Contract.

## **8. Law governing the Contract/ Dispute Resolution**

- 8.1. The Contract will be governed by the Laws of India, for time being in force as amended from time to time.
- 8.2. All disputes or differences of any kind whatsoever that may arise between the Service Provider and GERC in connection with or arising out of the Contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of Contract shall be settled as under:

### **8.3. Mutual Settlement**

All such disputes or differences shall in the first place be referred to the GERC in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

### **8.4. Arbitration**

In case of any dispute the matter shall be decided by sole arbitration of Director General, GERC shall be the sole arbitrator and the said order shall be final and binding on both parties to the agreement. The arbitration will be governed by the latest Arbitration Act as applicable. No objection shall be raised by the Service Provider that the appointed arbitrator has been associated with GERC or has been associated with the work at any stage.

## 8.5. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Gandhinagar only.

## 9. Obligations of the Service Provider:

- 9.1 The Service Provider shall, if and when so requested by GERC, will provide the outsourced manpower at the premises of GERC, as may be required by GERC, at the agreed monthly Remuneration. Number of outsourced personnel and Scope of Services is given at Annexure VI of the Bid document.
- 9.2 It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined functions by GERC and GERC reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of GERC that he/she has misrepresented the fact about his/her. Qualification/experience, the Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within five (05) days' time.
- 9.3 If the performance of the outsourced personnel is unsatisfactory, GERC shall give a notice of fifteen (15) days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after fifteen (15) days of such communication, the Service Provider shall provide a replacement acceptable to GERC within five (05) days' time.
- 9.4 The Service Provider shall make actual disbursement of Remuneration to the outsourced Person in various categories as agreed with GERC and in no circumstances the actual disbursement shall be less than the agreed amount.
- 9.5 The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the performance standards required by GERC.
- 9.6 The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by GERC and shall obtain all necessary registrations, licenses, approvals, and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract. The wages shall not be less than minimum wages as per the provision of Minimum Wages Act.
- 9.7 The Service Provider provides adequate cover to the outsourced persons for death, disability, sickness etc. GERC shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death,

disability, sickness) etc. If required, Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to GERC and shall act all times to keep the requisite policies validated.

- 9.8 The Service Provider should provide a copy of the Contract Agreement entered between him and the outsourced personnel. The copy of receipt of payment, along with attendance sheet, should be submitted by the Service Provider while claiming the amount for each month.
- 9.9 No relationship of employer and employee shall be entertained between the GERC and the outsourced personnel engaged by the Service Provider. The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 9.10 The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the GERC. The GERC shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the GERC be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep GERC totally and completely indemnified against any such claim(s).
- 9.11 The Service Provider shall maintain all registers required under various Acts, which may be inspected by the GERC as well as the appropriate authorities at any time.
- 9.12 The attendance rolls for the personnel deployed by the Service Provider at the premises of GERC shall be provided by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified by the designated officer of GERC.
- 9.13 Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate GERC for any loss or damage occasioned by any act, omission, or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.
- 9.14 The Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of GERC.
- 9.15 The engagement of outsourced person shall be purely on contract basis. The Service Provider shall always make it absolutely clear to the outsourced personnel hired through them in GERC that such deputed do not have any claim whatsoever for any regular employment in GERC. Any outsourced personnel deputed in GERC can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to GERC within 05 days' time.

- 9.16 The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of GERC.
- 9.17 In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 9.18 If the Service Provider fails to comply with the statutory/legal requirement, as stipulated in the terms & conditions of the bidding document within two months from the award of Contract, the Contract is liable to be terminated with one month's notice and Security Deposit be forfeited and, in his place, second lowest or third lowest ranking bidder as the case may be called to replace the terminated Service Provider.

## **10. Records And Accounts**

The Service Provider shall keep accurate and systematic records and accounts in respect of the services clearly identifying all charges and expenses. The Client reserves the rights to audit or to nominate an accounting firm to audit the Service Provider's record relating to the amount claimed under this Contract during its term or any extension, and for a period of three months thereafter.

## **11. Obligations of GERC**

- 11.1 GERC will, subject to compliance of this Contract and all statutory requirements and the provision of services to its satisfaction by the Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this Contract.
- 11.2. Payments
- 11.2.1. The lump sum amounts payable by GERC to the Service Provider every month shall include subject to adjustments on account of taxes and duties:
- i. The remuneration payable for the outsourced manpower,
  - ii. The service charge payable to the Manpower Service Provider,
  - iii. Applicable GST to be reimbursed on actual basis on producing proof of submission.
- 11.2.2. The aforesaid consideration will be paid by GERC to the Service Provider within fifteen (15) days against the monthly invoices raised by Service Provider in duplicate at the end of each month. Deduction towards Income Tax or other taxes as applicable under the Income Tax Act, 1961 or Other Statutory Rules/Acts, shall be made from all payments made to the Manpower Service Provider unless the Service Provider is exempted by

Income Tax Authorities and in respect of such deductions necessary certificates of Tax Deduction shall be given.

11.2.3. Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

11.2.4 GST as applicable on gross value of each running account bill shall be reimbursement by GERC as per prevailing rates as deposited by the service provider. Challans /Receipt of which shall be submitted by Service Provider to GERC along with the claim as applicable for the month.

## **12. Force Majeure**

War, invasion, revolution, riots, sabotage, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, act of God, epidemics, fires, earthquakes, floods, explosives and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Service Provider and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Service Provider shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

## **13. Termination Of Contract**

13.1. In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by GERC from time to time the same can be terminated by GERC on giving of a notice of one month. In case of unsatisfactory performance of the Contract, a warning letter will be issued to the Service Provider.

In case corrective action is not taken within 48 hours of issuing such letter, GERC shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case shall include among others frequent absence or poor attendance of executive staff, inability to provide replacement, discourteous behaviour, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

13.2. 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 Service Provider, such action should be taken only with approval of GERC.

## **14. Indemnity**

14.1. That the Service Provider shall keep the GERC indemnified against all claims whatsoever in respect of the Personnel deployed by the Service Provider. In case any personnel of the Service Provider engaged by him enters in dispute of any nature whatsoever, it shall be

the primary responsibility of the Service Provider to Contest/defend the same. In case GERC is made party in such a dispute and required to contest the case, the Service Provider shall bear all the expenses incurred by the GERC or be reimbursed to the GERC for the actual expenses incurred towards litigation including Counsel fee and other expenses which shall be payable in advance by the Service Provider to GERC on demand. Further, the Service Provider shall ensure that no financial or any other liability comes on GERC in this respect of any nature whatsoever and shall keep GERC indemnified in this respect.

- 14.2. The Service Provider shall further keep the GERC indemnified against any loss to the GERC, which may be caused to property and assets due to negligence/omission or any such act of Service Provider or Personnel deployed by him. The GERC shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to and payable to the Contractor under this contract.

## **15. Penalty**

In case of any breaches in service, the service provider shall be liable to pay a Penalty for an amount of Rs.500 to Rs.1000 per day depending on the nature of unsatisfactory service. This amount will be deducted from the due amount including following conditions: -

- a. Absence of staff.
- b. Any undisciplined behaviour by the staff.
- c. Discourteous behaviour towards any officer or staff of GERC.
- d. Not carrying out the duties listed in the Scope of Services in a satisfactory manner.
- e. Damage or stealing of any asset or property of GERC or officers and staff of GERC

\*\*\*\*\*

Profile of Bidder

S. No.	Particulars	Details			
1	Name of Manpower Service Provider				
2	Date of Registration/Incorporation				
3	Number of employees as on June, 2023				
4	Detailed office address of the Agency with Office Telephone Number, Fax Number, Mobile Number and E-mail along with name of the contact person				
5	Status of applicant (proprietorship firm/partnership firm/private limited/society/(attach documentary evidence)				
6	Types of the manpower provided and their number				
7	Banker of the service provider				
8	PAN/TAN/GIR No (Attach attested copy)				
9	Registration under the Contract Labour Act.1970 (Copy of certificates of registration to be enclosed)				
10	Labour License Number (copy to be enclosed)				
11	Good Service Tax Registration No. (copy to be enclosed)				
12	EPF Registration Number (copy to be enclosed)				
13	ESI Registration Number (copy to be enclosed)				
14	Details of number of years' experience in the field				
15	Name of the government departments, public sector companies, public sector banks and government autonomous organizations, and details of contact person to whom manpower was provided.				
16	Type of Manpower provided				
17	List of other Clients				
18	Annual turnover of last four financial years	2019-20	2020-21	2021-22	2022-23



**Experience Details**

Give details of such contracts undertaken by Manpower Service Provider in the following format:

Sl. No.	Name of Client, address, Contact Person Telephone & Email ID/ Fax No	Manpower Service Provided		Duration of Contract		Contract Value
		Type of manpower provided	No.	From	To	
1						
2						
3						
4						
5						

Service Provider must attach copies of Work Orders / Contracts/ LoAs/ Experience Certificates etc. as proof for each contract.

**Performa for Affidavit (on non-judicial stamp paper of Rs. 300/-)**

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 Bid.

**Signature of the Authorized Signatory Name Designation  
Name of the Bidding Entity**

**PRICE BID**

To,  
 Director (Admin & Accounts)  
 Gujarat Electricity Regulatory Commission  
 6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City,  
 Gandhinagar - 382355, Gujarat, India

**Subject:** Price Bid for engagement of manpower service provider for outsourcing of Personal Assistant/ Executive Legal/Steno, Junior Assistants, Drivers/Attendants, and peon in GERC 's offices at Gandhinagar

Sir,

With reference to RFP dated 04/08/2023 on the subject mentioned above, I/ We quote following Bid Price:

Sr. No	Category	Numbers of Post	Approx. gross wages per month (Incl. statutory dues)	Total Amount. (Monthly)
1.	Personal Assistants	1	36,700	36,700
2.	Stenographers	5	27,418	1,37,090
3.	Junior Assistants (Admin & Accounts)	2	27,418	54,836
4.	Drivers	7	24,279	1,69,953
5	Attendants/Office Boy/Peons	6	20,039	1,20,234
Total Amount (Monthly)				5,18,813
Percentage of Service Charge (in digits)				_____ %
Percentage of Service Charge (in words)				

**Note :-1** The rates are exclusive of GST. GST at prevailing rate, if applicable will be paid by bidders as per statutory requirement and will be reimbursement by GERC on production of documentary evidence of payment i.e. Challans

I/We accept all the terms and conditions of your Bidding document referred to above. I/ We understand you are not bound to accept any proposal you receive.

**Yours faithfully,**

**Authorized Signatory**  
**(with Name, designation, Contact no. and Seal of the Bidding Entity)**

**SAMPLE REMUNERATION STRUCTURE**

<b>Sr. No</b>	<b>Particulars</b>	<b>Amount</b>
1	Basic	
2	Allowances	
3	<b>Gross Remuneration</b>	
4	PF - Employer Contribution	
5	ESIC - Employer Contribution/Insurances	
6	Bonus	
7	<b>CTC</b>	
8	Service Charges	
9	<b>Sub Total</b>	
10	GST	
11	<b>Final Bill Amounts</b>	

**SCOPE OF SERVICES Qualification and Experience of the Manpower**

<b>Sr.No.</b>	<b>Position</b>	<b>Qualification and Experience</b>
1	Personal Assistants/ Stenographers	P.A under Government Department/Reputed Private Organization/ PSU or any other organization in the central or state government or public sector undertaking for at least 10 years. Knowledge of Shorthand in English and computer is essential.
2	Junior Assistants (Admin. & Accounts)	Graduate with 5 years' experience in office work. Knowledge of MS Office/Computer is must.
3	Drivers cum Attendants	10 + 2 pass from recognised board of school education and should possess light vehicle driving license and badge license. Age should not be more than 55 years and have good physique.
4	Peons	SSC pass from recognised board of school education. Must be able to read and write Gujarati and have good physique.

**Scope of Work**

1. Personal Assistants: Responsible for assistance to Chairman & Members of GERC
2. Junior Assistants (Admin & Accts): Responsible for assist Account officer and Admin. Office as per the requirements of GERC.
3. Drivers/Attendants: To drive office vehicles of GERC.
4. Peons: For office's daily and routine misc. works.

## **CHECK LIST OF DOCUMENTS.**

1. All pages of Bid document duly stamped & signed by authorized signatory.
2. Letter for Bid submission as per **Annexure I**;
3. Demand Draft for Earnest Money Deposit
4. Copy of Registration of Company.
5. Copy of Registration certificate of EPF, ESI, GST Tax
6. Copy of Labour License
7. Copy of PAN/ TAN Card
8. Last 4 years audited financial statements certified by the statutory auditor or an independent Chartered Accountant
9. Details of Bidder and Experience Details (along with supporting documents) as per Annexure II(a) and II (b) respectively.
10. Affidavit as per **Annexure III**
11. Price Bid as per **Annexure IV**