

**NEW AND RENEWABLE ENERGY DEVELOPMENT CORPORATION OF ANDHRA
PRADESH LTD (NREDCAP)**

Tender Specification No. ENE54-OPCS0OUTE/1/2024-PD, Date:05.08.2024.

Outsourcing of Services of 96 Nos Man Power to work in various office wings of NREDCAP for a period of 7 months from 01.09.2024 (or) from the actual date of commencement of work upto 31.03.2025.

New and Renewable Energy Development Corporation of AP Ltd,
Regd.Office: 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road,
Tadepalli, Guntur District-522501
Tel: 0863 -2347650 /651/652/653;
E-mail: office@nredcap.in

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SUMMARY SHEET

New and Renewable Energy Development Corporation of AP Ltd,

Regd.Office: 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli,

Guntur District-522501 Tel: 0863 -2347650 /651/652/653;

E-mail: office@nredcap.in

1	Department Name	New & Renewable Energy Development Corporation of AP Ltd (NREDCAP)
2	Circle/Division Name	The General Manager, NREDCAP, Tadepalli
3	Tender Specification No.	ENE54-OPCS0OUTE/1/2024-PD, Date:05.08.2024
4	Name of work	<i>Outsourcing of Services of 96 Nos Man Power to work in various office wings of NREDCAP for a period of 7 months from 01.09.2024 (or) from the actual date of commencement of work upto 31.03.2025</i>
5	Contract period	(7 Months) 01.09.2024 to 31.03.2025
6	Estimated Contract value of the work	Rs.2,22,28,136/-
7	EMD to be paid	An amount of Rs.5,44,563/- shall be paid through online as Earnest Money Deposit. Note: ➤ For further details refer Clause (1) of General Terms & Conditions (Annexure-III).
8	Nature of tender	Open tender in two-part bid (i) Pre-qualification bid and (ii) price bid
9	Start date and time	05.08.2024 at 19:30 hrs
10	Bid submission closing date & time.	16.08.2024 at 15:30 hrs
11	Bid submission	Online, on AP e-Procurement Portal, as detailed in the tender document.
12	Bid validity	120 days from the date of opening of price bid
13	Pre-bid meeting	Not applicable
14	Pre-Qualification / Technical bid opening date (Qualification and eligibility stage)	16.08.2024 at 16:00 hrs
15	Price bid opening date & time	19.08.2024 at 15:00 hrs
16	Place of opening of tender	12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District, Andhra Pradesh - 522 501.
17	Contact details	Telephone - 0863 -2347650 /651/652/653 Email: office@nredcap.in
18	Officer inviting bids	The General Manager, NREDCAP, Tadepalli.
19	Eligibility Criteria	The bidder shall furnish the satisfactory documentary evidence to establish the following bid qualification requirements without any ambiguity. The copies of relevant documents, duly attested shall be furnished as documentary proof, failing which the bids are liable for rejection. i. The Contractor/Firm should have experience in engaging minimum Manpower strength of 200No's in any one year during the last five financial years (2019-20 to 2023-24). For this, the bidder has to submit copies

		<p>of Work Orders/ Purchase Orders placed on their firm, as a proof of experience.</p> <p>ii. The contractors/firms who have valid Labour License</p> <p>iii. Nationalized/Scheduled bank preferably issued on, EPF, ESI & GST Account Number are only eligible to quote.</p> <p>iv. The Proprietor/Company/Firm shall furnish valid PAN card and latest income tax returns along with proof of receipt.</p> <p>v. EMD (Bid Security).</p> <p>vi. Solvency Certificate (20% of the Estimated Contract Value) from any or after 01.04.2023 (or) the net worth certificate (preferably issued on or after 01.04.2023) issued by a Chartered Account in lieu of Solvency Certificate, to know the financial status of the Firm/Company.</p>
20	Work Location	In NREDCAP offices located at various districts of Andhra Pradesh.
21	Important scanned Documents to be up loaded along with technical bid	<p>(i) Documentary evidence in support of PQB requirements as mentioned in Point (19) above.</p> <p>(ii) Documentary evident of performance reports issued from other companies.</p> <p>(iii) Documentary evidence of latest Income Tax return filed & copy of PAN Card.</p> <p>(iv) Copies of EPF, ESI, Labour License & GST Registration Certificates.</p> <p>(v) Scanned copy of the EMD paid receipt/ EMD exemption Letter.</p> <p>(vi) Schedules - I to VII.</p> <p>(vii) All the other Documents mentioned in Schedule-VII.</p>
22	Procedure for bid submission	<p>a. The tender should be in the prescribed forms which can be obtained from 'e' procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enrol themselves on the 'e' procurement market-place www.eprocurement.gov.in Only those contractors who registered themselves in the 'e' procurement market place can participate in the tender.</p> <p>b. Intending bidders can contact the General Manager, NREDCAP, Tadepalli for any clarifications/ information on any working day during working hours.</p> <p>c. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., in the standard formats prescribed in the tender documents, displayed at 'e' market place. The bidders should invariably upload the statement showing the list of documents etc., in the 'e' market place in support of their Technical bids. The bidder should upload scanned copies of online payment towards EMD and all other relevant certificates. The bidder shall sign on all the statements, documents,</p>

		<p>certificates, before uploading, owning responsibility for their correctness / authenticity.</p> <p>d. The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform.</p> <p>e. The Department shall carry out the technical bid evaluation solely based on the uploaded documents, scanned copy of online payment towards EMD in the e-procurement system and open the price bids of the qualified bidders.</p> <p>f. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, scanned copy of online payment towards EMD prior to entering into agreement</p> <p>g. The successful bidder shall invariably furnish the scanned copy of online payment towards EMD, Certificates/ documents of the uploaded scanned copies to the Tender Inviting Authority before stipulated time given to him, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of scanned copy of online payment towards EMD, certificates/documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the scanned copy of online payment towards EMD and all other certificates documents uploaded by the bidder in e-procurement system in support of the qualification criteria before placing the Purchase Order.</p> <p>h. If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, scanned copy of online payment towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years.</p> <p>i. The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/ recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme of the deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Department.</p>
23	Other information	Bidders shall contact Vupadhi Techno Services Pvt. Ltd for all queries related to registration and bid submission on the e- Procurement platform.

		HELP DESK of Vupadhi Techno Services Pvt. Ltd , Flat No:407, 4th Floor, Sreeram's Sneha Avenue, Near Aravinda School, Kunchanpalli, Tadepalli Mandal, Guntur District-522501. Phone: 08645-243670/71/72/73/74
24	Other Payments to be made	Apart from the Bid Security (EMD) the tenderer shall be liable to pay the following amounts, as per the norms of aprocurement platform: a. Transaction fee: The participating bidders have to pay transaction fee of 0.03% on estimated value with service tax as applicable to the Service Provider at the time of bid submission electronically. b. Corpus Fund: Successful bidder has to pay an amount of 0.04% on Estimated Value (Maximum Rs.10,000/-) towards Corpus Fund through ONLINE towards corpus fund at the time of concluding agreement
25	Other relevant information	(i) NREDCAP reserves the right to reject any or all the tenders without assigning any reasons thereof. (ii) NREDCAP reserves the right to amend or modify the tender and its conditions before the due dates. (iii) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. (iv) The contractors have to upload the information preferably in PDF & Zip format. (v) The successful tenderer shall submit all original hard copies of all uploaded documents prior to issue of LOI. (vi) The contractors should upload the documents duly signing each and every paper.

Note:

- The SSI Units registered with either the NSIC/MSME or the Dept of Industries/Govt. of AP, are only eligible for exemption from payment of EMD subject to fulfilment of the conditions stipulated in Clause No (1.6) of Annexure-III attached herewith. However, they should apply in advance by enclosing a valid SSI/NSIC/MSME certificate (Notarized), and obtain exemption from the General Manager, NREDCAP, Tadepalli, well before submitting the Bid and upload the same in the technical bid.
- **Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be BLACKLISTED.**

Sd/-
General Manager,
NREDCAP

ANNEXURE - I

IMPORTANT INSTRUCTIONS TO THE BIDDERS

1. NREDCAP or CORPORATION or PURCHASER: shall mean, New & Renewable Energy Development Corporation of Andhra Pradesh Ltd., a company incorporated in the year 1986 with the help of Government of Andhra Pradesh having its Regd. Office at 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District.
2. SUPPLIER or CONTRACTOR or VENDOR or SUCCESSFUL BIDDER: shall mean the Bidder on whom LOI/PO is issued against this tender specification.
3. NREDCAP's standard terms & conditions are stipulated in the Annexure-III & IV. Requirements specific to this enquiry are stipulated in the remaining sheets and will take preference over the standard terms, in case of any ambiguity.
4. **General & Special Terms and Conditions**: The bidders are requested to read NREDCAP General & Special Terms and Conditions furnished in the Annexures-III&IV. The acceptance or otherwise to the above terms and conditions with reference to the following shall be specifically indicated by the bidders, in the absence of which it will be construed that the bidder accepts for the NREDCAP terms and conditions.
 - (i) *Payment Terms*
 - (ii) *Security deposit & Special/additional Security deposit*
 - (iii) *EMD*
 - (iv) *Validity of tender*
 - (v) *Schedule of works*
 - (vi) *Group Insurance (ESI/GIS)*
 - (vii) *Liquidated damages*
 - (viii) *Penalty*
 - (ix) *Special Terms & Conditions*
 - (x) *Undertaking (Annexure-V)*
5. **Submission of Bids**: *Bids are invited, online, on AP e-Procurement Portal, in Two Parts, viz.,*
 - 5.1. *Part-I or Pre-Qualification Bid (PQB) and*
 - 5.2. *Part-II or PRICE BID.*
6. **Online Bid Submission**: The Bidder shall submit his Bid online, on AP *e-Procurement Portal*, i.e., <https://apeprocurement.gov.in>, as per the procedure given below.
 - 6.1. The bidders shall register on the AP e-procurement Portal, i.e., on, <https://apeprocurement.gov.in> and submit their bids online. Offline bids will not be entertained by the Tender Inviting Authority, for the tenders published in the same Portal.
 - 6.2. The Tenders/Bids shall comprise of the following.
 - 6.2.1. Earnest Money Deposit, in specified form, and for requisite amount.
 - 6.2.2. All schedules (as per the formats in the Tender Specification), furnishing all requisite details, signed and seal & date affixed (**Price Schedule shall be without prices**). Each Schedule shall be accompanied by supporting documentation, as stipulated therein.
 - 6.2.3. These shall include documents evidencing compliance with Qualification Requirements, etc.
 - 6.2.4. Scanned copies of each of the above shall be uploaded to the AP *e-Procurement Portal*.
 - 6.3. The bidder shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity.
 - 6.4. The Price Schedule format enclosed, if any, is only for reference, for the purpose of indicating the various price components that are envisaged.
 - 6.5. The Bidder shall be solely responsible to ensure that the Prices & Price components indicated in the uploaded Price Schedule are in line with the Terms & Conditions stipulated in the relevant Bid Schedule. In case the figures in the Price Bid are at variance from the particulars indicated elsewhere, NREDCAP will adopt/consider, whichever is more advantageous to NREDCAP.

7. No documents need to be submitted by the Bidders offline. Any offline bid submission clause in the tender document, other than that required from Successful Bidder, shall be disregarded.
8. **Registration with AP e-Procurement Portal:**
 - 8.1. Only those Bidders, who are registered on the AP e-procurement Portal, i.e., <https://apeprocurement.gov.in> are eligible to participate.
 - 8.2. For any queries on registration and online bid submission, on AP e-Procurement Portal, the bidders may contact **HELP DESK** of Service provider on <https://apeprocurement.gov.in>. Ph No.08645-243670/71/72/73/74.
 - 8.3. The AP e-procurement portal provides an online self-service registration facility to such of the Bidders who are already registered with the respective participating departments for supply of specified goods and services.
9. **Tender Document:**
 - 9.1. The Bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document. Any clarifications shall be sought from the Tender Inviting Authority, prior to submission of Offer only.
 - 9.2. NREDCAP reserves the right to amend or modify the tender and its conditions on or before the bid Schedule Closing Date & Time.
 - 9.3. The Bidder has to keep track of any changes by viewing the Addendum/ Corrigendum issued by the Tender Inviting Authority, from time to time, in the AP e-procurement Portal. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.
10. **Digital Certificate authentication:**
 - 10.1. The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on AP e-procurement portal. Bids not authenticated by digital certificate of the bidder will not be accepted on the AP e-procurement portal.
 - 10.2. For obtaining Digital Signature Certificate, all the bidders are requested go through Guidelines to bidders for participating in AP e-procurement tenders which are available in the AP e-procurement portal.
11. **Submission of Hard copies:**
 - (11.1) All the bidders shall invariably upload the Certificates/Documents in support of eligibility criteria as mentioned in NIT/Tender documents and this will be the primary requirement to consider the bid responsive.
 - (11.2) The department will carry out the technical evaluation solely based on the uploaded certificates/documents, EMD in the e-procurement system.
 - (11.3) The EMD will not be received in cash. While furnishing the bids online, the bidders have to furnish a soft copy of the scanned copy of online payment while uploading the tender.
 - (11.4) The department will notify the successful bidder for submission of original hard copy of all documents prior to tenders being processed for release of purchase order/contract allowing successful bidders 5/10 days' time considering actual time requirement from the date of opening of bids to submit original hardcopies of all the uploaded documents.
 - (11.5) The successful bidder shall invariably furnish the original Certificates/ Documents of the uploaded scan copies to the Tender Inviting Authority before release of Contract/release of Purchase order as the case may be either personally or through courier or by post. The sending of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original certificates/documents, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity

of the certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before bids are processed for release of purchase order/LOI of Contract as the case may be.

(11.6) If any successful bidder fails to submit the original hard copies of uploaded certificates/documents within the stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for specified work/materials.

(11.7) The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.

12. Payment of Transaction Fee & Corpus Fund:

The tenderer shall be liable to pay the following amounts, as per the norms of e-procurement platform:

- a. **Transaction fee:** The participating bidders have to pay transaction fee of 0.03% on estimated value with service tax as applicable to the Service Provider at the time of bid submission electronically.
- b. **Corpus Fund:** Successful bidder has to pay an amount of 0.04% on Estimated Value (Maximum Rs.10,000/-) towards Corpus Fund through ONLINE towards corpus fund at the time of concluding agreement

13. The bidder shall complete all the processes and steps required for Bid submission. NREDCAP shall not be responsible for incomplete bid submission by bidders.

14. Opening of Tenders:

14.1. *Part-I i.e., 'Pre-qualification Bid' or PQB, will be opened ONLINE, at the time and place indicated.*

14.2. Only those tenders which contain full information and comply with the requirements regarding technical and financial requirements etc, will qualify for opening of *Part-II: 'Price Bid'*.

14.3. *It is the responsibility of the Bidder to ensure that the PRICE BID, is completely in line with the PQB. In case the terms indicated in Part-II are found to be different from those indicated in Part-I, NREDCAP reserves the right to either consider the terms more favourable to NREDCAP, or to reject the Bid, outright.*

14.4. *Bidders are requested to ensure that they do not upload Part-II, i.e., Price Bid, along with Part-I: i.e., Pre-Qualification/Technical Bid. NREDCAP reserves the right to disqualify those Bidders, whose PQBs are found to contain Price Bids.*

15. DISCLAIMER:

15.1. This Tender Specification, and any subsequent addendum/corrigendum etc, will be made available on AP e-procurement portal, and can be downloaded free of cost. The Bidders shall be solely responsible, for ensuring that their Bids are completely in line with the requirements stipulated therein.

- 15.2. The Specifications stipulated in these documents, are indicative only. It is the responsibility of the Bidders to ensure correctness of the same. If necessary, they may depute their representatives to Site, to collect all necessary particulars etc.
- 15.3. Any discrepancies in the requirements stipulated in these documents, shall be brought to the notice of the undersigned, and clarifications shall be obtained prior to submission of Offer itself. *Bidders are advised not to make any assumptions or inferences, on their own.*
- 15.4. Notwithstanding anything stated above, NREDCAP reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of NREDCAP. In respect of Qualification of the tenderers, *the decision of NREDCAP is final.*
- 15.5. Rejection of Tenders: The tender will be rejected if it is,
- 15.5.1. Not confirming to the Tender specification.
 - 15.5.2. Not accompanied by the requisite EMD/EMD exemption letter.
 - 15.5.3. From a firm or contractor, black listed by any Govt Organization/PSU.
 - 15.5.4. Incomplete and Evasive.
- 15.6. NREDCAP reserves the right,
- 15.6.1. Not to accept the lowest or any tender.
 - 15.6.2. To divide/split and award the contract to one or more contractors if necessary
 - 15.6.3. To revise quantum/schedule of any or all the items covered by this specification while placing orders.
 - 15.6.4. To reject/cancel any or all the tenders at any stage without assigning any reason.
 - 15.6.5. To relax/waive any of the conditions stipulated in the Tender specification as deemed necessary in the interest of the organization.
- 15.7 Regarding Online Bidding:
- 15.7.1 Notwithstanding the particulars/guidelines stipulated in this document, all the bidders are advised to get themselves acquainted with the latest rules & regulations governing submission of Bids, on the AP e-Procurement portal. **For any queries on registration and online bid submission, on AP e-procurement website, the bidders may have to contact HELP DESK on <https://apeprocurement.gov.in>.** Ph No.08645-243670/71/72/73/74.
 - 15.7.2 It is the responsibility of the Bidder, to ensure that the scanned copies uploaded to the AP e-procurement portal, are legible.
 - 15.7.3 The Bidder shall be solely responsible for ensuring that all requisite documents have been successfully uploaded. Online Offers which are found to be either incomplete or corrupted are liable to be rejected.

Sd/-
General Manager,
NREDCAP

ANNEXURE - II
PRE-QUALIFICATION BID (PQB) REQUIREMENTS
(Technical bid)

1. The tenderer shall upload/furnish the satisfactory documentary evidence to establish the following **PRE-QUALIFICATION BID (PQB)** requirements without any ambiguity. Notwithstanding anything stated above, NREDCAP reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of NREDCAP.
2. Responsibility for correctness of the information submitted in the online bid lies with bidder only. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be **BLACKLISTED**.

3. **Eligibility Criteria for Pre-Qualification Bid:**

The tenderer shall furnish the satisfactory documentary evidence to establish the following bid qualification requirements without any ambiguity. The copies of relevant documents, duly attested shall be furnished as documentary proof, failing which the bids are liable for rejection:

- 3.1 *The Contractor/Firm should have experience in engaging minimum Manpower strength of 200No's in any one year during the last five financial years (2019-20 to 2023-24). For this, the bidder has to submit copies of Work Orders/ Purchase Orders placed on their firm, as a proof of experience*
 - 3.2 *The contractors/firms who have valid Labour License, EPF, ESI & GST Account Number are only eligible to quote.*
 - 3.3 *The Proprietor/Company/Firm shall furnish valid PAN card and latest income tax returns along with proof of receipt.*
 - 3.4 *EMD (Bid Security).*
 - 3.5 *Solvency Certificate (20% of the Estimated Contract Value) from any Nationalized/Scheduled bank issued on or after 01.04.2023 (or) the Net worth certificate issued on or after 01.04.2023 by a Chartered account in lieu of solvency certificate, to know the financial status of the firm/company. Solvency/Net worth Certificates bearing dates prior to 01.04.2023 will not be accepted.*
4. **Intending tenderer may upload the following documents:**
- 4.1. Copy of certificate of Incorporation/ Partnership deed etc.,
 - 4.2. The documentary evidence for satisfactorily carrying out the previous work duly attested.
 - 4.3. Copy of Firm Registration Certificate (Registered with Central/ State Govt. Departments or Central/State Govt. Undertaking. (Optional)
5. The contractor shall pay the Wages, EPF, ESI/GI and GST and etc shall be paid as per rates notified from time to time by the concerned statutory authorities. ESI@3.25% on Total Wages. The ceiling limit of Gross Salary for ESI is Rs.21,000/- per month as per the ESI act at present. The Group Insurance and Mediclaim Insurance premium amount to all the Outsourced workers whose wages are more than Rs.21,000/- shall be reimbursed duly restricting/limiting to an amount equal to 3.25% of employer towards ESI Contribution. Supervision Charges shall be paid on Wages only. The amount quoted towards supervision charges shall not exceed 8% on Wages and *Negative values are not acceptable*. Hence, the firm shall quote the charges accordingly. However, if the bidder quotes supervision charges more than 8% on Total Wages, such bid will be liable for Rejection.

6. **Income Tax Returns Filing:** The firm shall furnish proof of having Permanent Account Number (PAN) issued by income tax department and latest income tax returns submitted/filed along with proof of receipt/acknowledgement for the last three financial years. In case of proprietary or partnership firm it will be necessary to produce the aforesaid certificate for the proprietor or proprietors and for each of the partners, as the case may be.
7. **EMD (Bid Security):**
- 7.1. The bidder should furnish EMD for an amount of **Rs.5,44,563/-** through online in aprocurement portal /DD in favour of NREDCAP payable at Tadepalli.
(or)
- 7.2. NSIC/MSME/SSI units, exemption letter from payment of EMD issued by NREDCAP may be furnished. **All the NSIC/MSME/SSI holders shall invariably obtain the EMD exemption certificate from NREDCAP and submit with PQB documents. Failure to do so is liable to attract rejection of EMD exemption claim.**
- 7.3. For further details refer clause (1) of General terms & conditions (Annexure-III).
8. **Validity of Tender:** The Offer should be kept valid for **120 days** from the date of opening of price bids.
9. **Self-Declaration:**
The tenderer shall furnish the declaration that:
- 9.1. They have not been black listed by any department due to any reasons.
- 9.2. They have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in two consecutive years.
- 9.3. They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected.
- 9.4. The soft copies uploaded by them are genuine. Any incorrectness/deviation noticed can be viewed seriously and apart from cancellation of the Purchase Order, forfeiting the Bid security; criminal action can be initiated including suspension of business and/or black listing.
10. Details of the schedules to be filled and submitted by the tenderer along with the tender.
11. The Bidders have to fill all the schedules and upload along with their PO copies in support of documentary evidence, while submitting the e-tenders along with PQB.

Sd/-
General Manager,
NREDCAP

ANNEXURE - III
GENERAL TERMS AND CONDITIONS

1. EARNEST MONEY DEPOSIT (EMD):

- 1.1. Offers must accompany with EMD of requisite amount as specified in tender enquiry failing which offer shall be liable for rejection.
- 1.2. The EMD will not be received in cash. While furnishing the bids online, the bidders have to furnish a soft copy of the scanned copy of online payment/DD while uploading the tender.
- 1.3. Submission of EMD in any other form shall not be considered and shall be treated as disqualified.
- 1.4. EMD will not carry any interest.
- 1.5. EMD DD of the successful tenderer will be retained as part of Security Deposit, if requested by the bidder.
- 1.6. **EXEMPTION OF NSIC/MSME/SSI UNITS FROM PAYMENT OF EMD:** The firms registered with NSIC/MSME/SSI **shall only apply and can obtain exemption from payment of EMD for each tender before quoting.** The exemption of EMD shall be considered on case to case basis in respect of NSIC/MSME/SSI subject to the following conditions.
 - 1.6.1. The bidder shall submit a **NOTARIZED copy of the valid certificate of registration** either with NSIC/SSI/MSME or Government of Andhra Pradesh indicating details such as Monetary Limit, details of items covered in the registration, validity period of certificate etc.
 - 1.6.2. The items offered must be in the list of items for which the firm is registered.
 - 1.6.3. The quoted price shall be less than the monetary limit stipulated in the registration Certificate unless otherwise the Certificate issuing Authority has clearly mentioned in the Certificate as **“Exempted from deposit of Earnest Money irrespective of value of Monetary Limit”**.
- 1.7. The EMD shall be forfeited, if
 - 1.7.1. Bidder withdraws the bid before expiry of its validity.
 - 1.7.2. Successful bidder does not accept the LOI/PO or fails to enter into a contract within the validity period of offer.
 - 1.7.3. Successful bidder fails to furnish Security Deposit within 15 days from the date of issue of LOI/ P.O whichever is earlier.
 - 1.7.4. The bidder submits any false documentary evidence or false information.
 - 1.7.5. Further, in all the four cases specified in the above clause, *NREDCAP at its discretion* may initiate the below mentioned also:
 - 1.7.5.1. **Termination of the contract (if the contract is awarded) with immediate effect duly forfeiting the EMD/Security Deposit/ Other Amounts of the firm if any available with NREDCAP.**
 - 1.7.5.2. **If any of such EMD/Security Deposit/Other Amounts of the firm are not available with NREDCAP, the firm will be black listed from participating in the tenders for a period of THREE (03) years.**
- 1.8. **Accounting & Release of EMD:** EMD of successful bidder shall be returned after acceptance of order and furnishing of Security Deposit, if provided in the purchase order (s) (EMD can also be converted into Security Deposit and firm may be asked to furnish balance amount).

2. CONTRACT PRICE:

- 2.1. The quoted prices shall be firm in Rupees and inclusive of Wages, EPF, ESI, Goods & Service tax, Supervision charges, and others as per the prevailing minimum wage act and other statutory acts.

2.2. It will be deemed that the price quoted by the tenderers are inclusive of prices towards all incidental items of work not necessarily mentioned in the schedule but are nevertheless essential for the contract and complete execution of the work.

3. DISBURSEMENT OF WAGES, SUBMISSION OF INVOICES & TERMS OF PAYMENT:

3.1. Disbursement of wages to the Outsourcing personnel: The Contractor should pay the wages to the outsourced personnel engaged as mentioned below:

3.1.1. Payment of wages: Payment of monthly Wages along with Statutory components, through Bank Accounts to the personnel engaged on pro-rata basis for the working period, on or before 7th of every month as follows:

Category	Wages (Rs)
Development Officer (Category-I)	30922
Development Officer (Category-II)	28911
Development Officer (Category-III)	25140
Junior Manager (Category-I)	26113
Junior Manager (Category-II)	24415
Junior Manager (Category-III)	21230
Driver (Category-I)	18487
Driver (Category-II)	17285
Attender (Category-I)	16470
Attender (Category-II)	15399
Attender (Category-III)	13390

3.1.2. Payment of EPF/ESI/GI/Welfare fund: Payment of the contributions towards EPF, ESI/GI & Welfare fund shall have to be remitted to the respective statutory authorities, as per the Rates, Rules & Regulations applicable from time to time notified by the concerned statutory authorities. Further, it is to be noted that if the concerned statutory authority has permitted any optional Rates/Rules, then the contractor has to adhere/ensure such Rates/Rules, which are beneficial to NREDCAP and without any deviation to the applicable Acts.

Note:

- (a) The Employers' and Employees' contribution towards EPF shall be paid only on the Wages limited to Rs.15,000/- as per the limits prescribed in the EPF & MP Act, 1952.
- (b) ESI shall be paid /reimbursed as per statutory obligation and as per the limits prescribed in the ESI Act. i.e. ESI shall be paid on the Total Wages, whose wages per month are up to Rs.21,000/-. The Group Insurance and Medclaim Insurance premium amount to all the Outsourced workers, whose wages are more than Rs.21,000/- per month, shall be reimbursed duly restricting/limiting to an amount equal to 3.25% of Employer share towards ESI contribution since they are not covered under ESI.

3.1.3. Payment of GST: GST will be paid extra at the rate prevailing at the time of execution of work. However, "if at a later date, the GST payable or paid is less than that claimed from NREDCAP, such excess amount received from NREDCAP, shall be refunded, irrespective of the time lag."

3.2 Documents to be submitted: The amount of wages paid as mentioned above and recorded in the 'Attendance and Wage Register" which is to be maintained by the Contractor and the get it certified by the NREDCAP/In-Charge. The Contractor should also furnish Xerox copy of such Register to the Principle Employer to the Manpower engaged by him against this contract along with copies of proof of payment of other statutory provisions.

3.3 Submission of Invoices: On successful completion of works and on successful payment of the above-mentioned monthly wages/statutory contributions duly following the conditions stipulated in Clauses (3.1) & (3.2) above, **the contractor has to submit the monthly invoice to that effect** duly enclosing the requisite documentary proof and remittance of EPF, ESI etc.,.

3.4 TERMS OF PAYMENT:

- a. 100% of per month rate will be paid within 30 days after satisfactory completion of work on pro-rata basis duly recovering the amount (Wages) for absentees & penalty if any applicable as per clause (18) of Annexure-III.
- b. Income tax and others if any will be deducted from the invoices as per the prevailing rates. Invoices shall be submitted in full shape in all respects along with proof of payment of Wages to the Manpower and remittance of EPF, ESI/GI, and GST to the extent of mandatory for making payment as above.
- c. If there are any complaints from the labour department about non-payment & less payment of Wages to the Manpower employed by the contractor for the execution of the work under agreement, the *General Manager, NREDCAP, Tadepalli* shall have full powers to withhold the invoices claimed by the contractor and shall be paid after submitting clearance certificate from the labour department and act as per the directions given by the labour department.
- d. Payment of EPF, ESI/GIS and GST shall be reimbursed at actuals against the production of documentary evidence to the extent of mandatory nature.
- e. Income Tax: Income tax will be recovered on the gross value of the bill at the prevailing rates. At present I.T. is @2 % as per section 194 C and any variation in the income tax rate/ tax section shall be to the account of Contractor only.
- f. *EPF, ESI/GI and GST etc shall be paid as per rates notified from time to time by the concerned statutory authorities.*
- g. ESI shall be paid on Total Wages. The ceiling limit of Gross Salary for ESI is Rs.21,000/- per month as per the ESI act at present.
- h. For arranging the above payments, contractor has to submit the bank account details in the format of Annexure-VIII attached here with.
- i. However, if at a later date - the Wages/EPF/ESI/GIS/GST **payable or paid is less than that claimed from NREDCAP**, such excess amount received from NREDCAP, shall be refunded/recovered, irrespective of the time lag.
- j. If there are any complaints from the labour department about non-payment & less payment of Wages to the Manpower employed by the contractor for the execution of the work under agreement, the In-Charge/NREDCAP shall have full powers to withhold/return the invoices claimed by the contractor and shall be paid after submitting clearance certificate from the labour department and act as per the directions given by the labour department.

4. STATUTORY VARIATION: - Any variation upward or downward in statutory levies or new levies introduced after opening of the tender /after placing of the order & during the agreed contract period under this specification shall be to the account of NREDCAP only.

5. SECURITY DEPOSIT:

5.1. COMPULSORY SECURITY DEPOSIT:

- 5.1.1. The successful Tenderer shall furnish security deposit equal to *'5% of the value of work order'*, within 15 days from the date of issue of Letter of Intent/ Purchase Order for proper fulfilment of the terms and conditions of the contract. The amount of security shall be forfeited to the extent of financial loss suffered by the Corporation, if the Contractor fails to execute the order and fulfil its terms and conditions.
- 5.1.2. Security deposit may be furnished by way of Demand Draft drawn in favour of NREDCAP payable at Tadepalli or BANK GUARANTEE from any Scheduled/Nationalized bank in the prescribed proforma covering the validity of contract period with a further claim period of six months thereafter.
- 5.1.3. Security deposit shall be returned to the contractor as soon as the order is fully executed and contractor has met all contractual obligations and there is nothing outstanding either against this purchase order or any other purchase orders placed by the corporation on the Contractor.
- 5.1.4. Alternatively, if the above SD is not furnished in time, an equivalent amount will be deducted from the respective first invoices, which will be released after acceptance of bank guarantee furnished by the firm towards SD (or) after expiry of guarantee period, as the case may be.

5.2. SPECIAL/ADDITIONAL SECURITY DEPOSIT:

- 5.2.1. The successful Tenderer, whose tendered value is less by more than 25% of the Corporation total estimated value, shall furnish an additional Security deposit of 5% of the Corporation total estimated value within 15 days from the date of issue of Letter of Intent/ Purchase Order for proper fulfilment of the terms and conditions of the contract. The amount shall be forfeited to the extent of financial loss suffered by the Corporation, if the Contractor fails to execute the order/fulfil its terms and conditions.
- 5.2.2. Deposit may be furnished by way of Demand Draft drawn in favour of NREDCAP on any Scheduled/Nationalized bank, payable at Tadepalli or bank guarantee in lieu of cash from any Scheduled/Nationalized bank in the prescribed proforma covering the validity of contract period with a further claim period of six months thereafter.
- 5.2.3. Security Deposit shall be returned to the contractor as soon as the order is fully executed and contractor has met all contractual obligations and there is nothing outstanding either against this purchase order or any other purchase order placed by the corporation on the Contractor.

6. FORCE MAJEURE:

- 6.1. If at any time during the currency of this contract the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts on civil commotion strikes, lockouts, sabotages, fire, floods, explosions, epidemics, Natural calamities, quarantine restrictions or other acts of God (herein after referred to as eventualities) provided notice on the happening of any such eventuality is given by the tenderer to the corporation immediately from the date of occurrence thereof, neither party shall by reasons of such eventuality, be entitled to terminate this contract nor shall have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 6.2. No price variation shall be allowed during the period of force majeure and Liquidated damages would not be levied for this period.

- 6.3. At the option of corporation, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the corporation. In the event of such cancellation, Contractor shall refund any amount advanced or paid to him by the corporation and deliver back any materials issued to him by the corporation and **release facilities, if any provided by the corporation.**
7. **LIQUIDATED DAMAGES:**
- 7.1. If the Contractor fails to take up the works, the contract will be cancelled and an amount of 5% of the contract value will be levied as penalty.
- 7.2. The contractor is liable to pay the amount of loss sustained by the Corporation in the event of non-execution of orders if any placed on them either in full or part to the satisfaction of the Corporation under the terms & conditions of the contract and in the event of placing orders for such works on some other firms at higher price.
8. **UNDERTAKING:** The successful tenderer shall furnish an undertaking as per the ANNEXURE-V.
9. **SCHEDULE OF WORKS:** The contractor will have no claim for any upward or down ward revision in works indicated in the schedule. The rates quoted should be FIRM till the expiry of contract.
10. **SUBLETTING OF CONTRACT:** The contract is not transferable. Part work or full work shall not be sublet under any circumstances to other firms/agencies by the Contractor to whom the work is awarded.
11. **TERMINATION OF CONTRACT:**
- 11.1. The contract is liable to be terminated by the Corporation at any time during the currency of the contract with one-week notice forfeiting the Security Deposit, in case the performance or progress of the contractor is not satisfactory. The poor performance will be recorded for future works.
- 11.2. Also, please note that this contract is liable for termination at any stage in the event of any change in Corporation policy on contract.
- 11.3. **The contract is liable for short closure or reducing the scope of work/man power on prorata basis at any stage as per the requirement or in the event of any change in corporation policy on this contract.**
12. **DAMAGES TO CORPORATION PERSONNEL OR PROPERTY:** The contractor shall be responsible for any damage to the property and personnel of Corporation, any other agency within the premises of the site arising out of carelessness and negligence on the part of himself or his employees. The relevant cost of damages will be debited from the contractor's bill together with centage charges. Any theft of materials by Contractor workers will be viewed seriously as per law and the concerned workers should be terminated thereof.
13. **DISPUTE:** In case of dispute or difference of opinion between the contractor and the departmental representatives at the location in matters relating to day to day works and interpretation of the contract, the decision of The General Manager, NREDCAP shall be final and binding.
14. **JURISDICTION:** All and any disputes or differences arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Vijayawada/ Amaravati cities. No suit or legal proceedings shall be instituted elsewhere.

15. CONTRACT LABOUR LICENCE:

- 15.1. The contractor should fulfil strictly all the conditions as stipulated in the contract labour regulation and abolition Act. 1970 and the Rules made there under.
- 15.2. The contract shall be terminated if the contractor fails to obtain license under section 12 of the contract (Labour Regulation and Abolition) Act. 1970 within 30 days from the date of award of contract.

16. INSURANCE/Recoveries (ESI/GIS):

Recoveries will be made from Contractors invoices for any liability of the accidents and refund of the same, considered later after the claims are fully settled by the insurance authorities.

17. WORK ON HOLIDAYS: *Working hours would be normally 8 hours per day with weekly rest. However, the concerned person may have to work beyond office hours, if there is any urgency. The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.*

18. PENALTY: Penalty will be imposed to the maximum extent of 5% of the total contract value, under the following conditions.

- 18.1. If there is any unsatisfactory performance or any negligence on the part of the contractor.
- 18.2. If any work suffers for want of sufficient no. of workmen.
- 18.3. If any accident occurs due to the carelessness of the contract workers.
- 18.4. If there is any deviation or if the special conditions are not fulfilled.
- 18.5. The up keeping personnel at all locations should carry out the cleaning job to the satisfaction of NREDCAP officials.
- 18.6. The General Manager, NREDCAP reserves the right to levy penalty or recover suitable amounts for any lapses of the contractor for not following the terms & conditions mentioned above.

19. GENERAL CONDITIONS (Applicable for all items of work :)

- 19.1. If the contractor fails to complete any part (or) full schedule of the work, the same will be executed departmentally, (OR) by engaging another agency and the entire expenditure thus incurred with cent ages will be recovered from the contractor's invoices.
- 19.2. No workmen should be engaged for more than 48 hours in a week, continuously/without break.
- 19.3. The contractor must follow the Labour Act Strictly during the contract period.
- 19.4. Before commencing the work, the contractor must obtain necessary labour license and Group-insurance policy and hand over the following to the Concerned Officer in charge.
 - 19.4.1. Undertaking as per the Annexure-V.
 - 19.4.2. Copy of the labour insurance policy.
 - 19.4.3. Copy of Labour license.
- 19.5. No workmen below the age of 18 Years should be engaged by the contractor.

20. SAFETY AND ACCIDENTS: The contractor should observe safety rules and provide safety appliances to his workmen.

- 20.1. Necessary precautionary measures will have to be taken to prevent any accidents. Corporation will not be held responsible towards the payment of compensation for those who got involved in the accident.
- 20.2. The work should be done without any inconvenience to the other staff working at site by suitably coordinating with them.

- 20.3. The work should be carried-out without any damage to the equipment in the respective area.
- 20.4. The contractor is responsible for any damage to the equipment of the Corporation.
21. **SAFETY CONDITIONS:** The contractor should observe safety rules and provide safety appliances to his workmen.
- 21.1. The contractor should not allow his workmen to wear loose garments like lunges, dhotis etc., and smoke cigarettes, cigar, beedi etc., while at work, inside the office premises. The contractor shall ensure that his workmen wear either full pant or half pant while at work.
- 21.2. All the appropriate and relevant safety measures stipulated under the applicable Acts and subsequent amendments/revisions made there under should be scrupulously complied with by the contractor and his workmen without any compromise.
- 21.3. For any safety violation and non-compliance of the statutory Act and rules prescribed respectively under the Factories act 1948 and subsequent amendments/revisions made there under the contractor is liable for the imposition of penalty up to Rs.5,000/- (Rupees Five thousand only) per spell OR as decided by the General Manager, NREDCAP depending upon the severity and gravity of the violation.

Sd/-
General Manager,
NREDCAP

ANNEXURE-IV

Special Terms & Conditions:

1. All statutory provisions like EPF, ESI/Group insurance, labour license shall be provided complied by the Contractor.
2. In case, if the contractor fails to deploy sufficient number of man power on any day for the above work, then NREDCAP will have the right to engage other agencies including their own man power and the difference in the cost, if any will be recovered from the contractor's pending invoices and SD and other means available to NREDCAP. In case the security deposit amount is not sufficient to meet additional expenditure and the higher rate if any payable to another contractor, the same will be deducted from the invoices of other contracts of the said contractor, if any.
3. Any contravention by the contractor or any person employed by the contractor or acting on behalf of contractor, of any of the terms or contract or any of the provision of any act, rules, regulations or NREDCAP standing orders or any rules regarding conduct and discipline as formulated by the NREDCAP will be communicated in writing to the firm/contractor or to the persons on behalf of the contractor, by NREDCAP. After having been informed of such contravention, if the contractor fails to take appropriate action, then NREDCAP has the right to refuse the entry of the person responsible for such contravention to the premises of NREDCAP establishment till the cause of such contravention action taken by the contractor with an assurance about non-reoccurrence of such contravention.
4. All statutory taxes will be deducted at source.
5. The details of applicable Wages to be paid to the Outsourcing manpower as per NREDCAP policies.
6. If the personnel are late by more than ½ hour, the late comer will be treated as "Absentee" and charges will not be paid for that shift for the number of Absentees. The contractor should deploy the specified number of persons to the specified location.
7. The Contractor should obtain Insurance coverage under ESI Act 1948 to all the personnel deployed during the entire period of execution of work. Any expenditure towards the above is to Contractors account only. The Contractor is responsible to pay both the ESI contributions payable by himself as a principal employer and also on behalf of the personnel employed to ESI authorities concerned in the independent ESI Account Number held by him. The proof of ESI remittance shall be enclosed while claiming the monthly invoice. At present ESI@3.25% is applicable on Total Wages. The ceiling limit of Gross Salary for ESI is Rs.21,000/- per month as per the ESI Act.
8. If the specified numbers of Manpower are not fully provided, pro rata reduction will be made in the monthly invoices.
9. NREDCAP is not responsible for any accidents happened to the workmen of the firm and any compensation is to be paid, is to borne by the firm/contractor only.
10. The contractor should not engage child labour.
11. The contractor should comply with all labour laws.
12. The Contractor shall comply with labour laws and pay minimum Wages, compensation and contributions in respect of the personnel deployed by him under payment of Wages Act 1936, Contract Labour (R&A) Act 1970, Workmen's Compensation Act 1923, Minimum Wages Act 1948, Employees liability Act 1938, Industrial Disputes Act 1947, Maternity benefit Act 1961, Child Labour (Regulation and abolition) Act 1986, Employees Provident Fund (Misc.) Act 1952 including any modifications there under from time to time.
13. The CONTRACTOR shall follow statutory rules, regulations and instructions given by NREDCAP from time to time for smooth operation of the above system. If any deviation found from the statutory rules, the contractor only shall be responsible.

14. If at any time hereafter any disputes or differences arise between the parties hereto and/or their respective successors and assigns with regard to the operation or interpretation of any of the terms and conditions or provision thereof or regarding any rights and liabilities of the respective parties and/or any other matter or thing arising out of any/or relating or touching these presents, the same shall be referred to the NREDCAP for its decision which shall be final and binding on both parties.
15. The contractor should pay the Wages along with Statutories through Bank Accounts/Account Payee cheques to the workers engaged for carrying out the subject work, **on or before 7th of every succeeding month as per NREDCAP orders/rules in vogue.**
16. **Other Important Terms & Conditions:**
- (i) The Manpower engaged by the contractor towards the subject works shall have "Good Credentials and Experience in the similar nature of works" and shall be approved by NREDCAP.
 - (ii) The Academic & other Professional qualification for an outsourcing manpower engaged shall not be less than the prescribed.
 - (iii) The person engaged on outsourcing basis should not engage themselves to any other service, business directly or indirectly with the NREDCAP during the tenure of the contract period.
 - (iv) The deployed outsourced personnel shall enter into an undertaking with the contractor thereby fixing responsibility on their works assigned from time to time.
 - (v) The Manpower engaged for the subject work shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.
 - (vi) The Manpower engaged for the subject work should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work.
 - (vii) The Contractor/Firm shall be responsible for any act of indiscipline on the part of persons deployed by them. The Contractor/Firm shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the agency
 - (viii) The Contractor/Firm shall ensure proper conduct of persons provided in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
 - (ix) This office 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
 - (x) The Contractor/Firm shall be responsible for the safety and security of the computer hardware, other equipment provided by the department. If any equipment, computer become non- functional/ damaged due to mishandling by the staff provided by the Contractor/Firm, the charge for making the equipment, computers operational will be recovered from the agency.
 - (xi) Working hours would be normally 8 hours per day with weekly rest. However, the concerned person may have to work beyond office hours, if there is any urgency
 - (xii) The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.
 - (xiii) The personnel may be called on for duty on his/her weekly rest and other gazetted holidays, if required.
 - (xiv) Escalation clause will not be accepted on any grounds during the period of the contract is in force

- (xv) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- (xvi) The CONTRACTOR shall not cause any damage equipment of Corporate Office. In case any damage is caused to the property of NREDCAP, the contractor shall indemnify for all such damages or losses or the same will be recovered from the invoices.
- (xvii) If the contractor "Fails to execute the subject works" (or) "Fails to make the Payments to the personnel engaged, for a continuous period of TWO (02) months" (or) "Fails to fulfill the Contractual Obligations in any manner", NREDCAP at its discretion may terminate the contract immediately without any notice duly forfeiting the EMD/Security Deposit/Other Amounts if any available with NREDCAP and also the firm may be black listed from participating in the tenders for a period of THREE (03) years.
- (xviii) The CONTRACTOR shall follow statutory rules, regulations and instructions given by NREDCAP from time to time for smooth operation of the above system. If any deviation found from the statutory rules, the contractor only shall be responsible.
- (xix) If at any time hereafter any disputes or differences arise between the parties hereto and/or their respective successors and assigns with regard to the operation or interpretation of any of the terms and conditions or provisions thereof or regarding any rights and liabilities of the respective parties and/or any other matter or things arising out of any/or relating or touching these presents, the same shall be referred to the NREDCAP for its decision which shall be final and binding on both parties.
- (xx) NREDCAP, at its discretion may change/modify the "Category of outsourcing personnel, number of outsourcing personnel required" and may issue amendments to the LOI/PO accordingly. Subsequently, the Contractor has to follow the same without any deviation.
- (xxi) NREDCAP, at its discretion may change/modify the Wages/Statutories as mentioned in (Price schedule) as per the policy decisions taken by NREDCAP/ AP. Govt/Any other Statutory bodies, without revising Supervision Charges (i.e. the awarded Supervision Charges in proportion to the said manpower, shall be fixed throughout the currency of the Contract period). Accordingly, the Contractor has to pay the Modified Wages/Statutories to workers/Statutory authorities based on the amendments issued to the LOI/PO, without insisting for enhancement of awarded Supervision Charges or any other additional charges, under any circumstances.

Sd/-
General Manager,
NREDCAP

SCHEDULE - I

Schedule of General Particulars

1	Name of the Bidder	
2	Address of the Bidder	
3	Bidder Phone Number: ➤ Phone Nos (office): ➤ Phone Nos (Residence): ➤ Mobile: ➤ E-Mail ID:	
4	Bidder's proposal Number and date	
5	Bid Validity Period (not less than 120 days from the date of opening of price bid)	Yes
6	All Schedules filled in	Yes
7	All deviations brought out in the schedule of deviations i.e., Schedule VIII	Yes
8	Details of corporate existence of the company such as articles of association, partnership deed etc.	
9	Particulars of registration with Government, Quasi-Government or Public Undertaking	
10	Name of Bidder's Officer to whom reference may be made for expeditious coordination	
11	Residence and office telephone No.	
12	Telex/Fax No, E-mail:	
13	Whether the terms of payment as stipulated in bid documents is acceptable.	Yes
Note: Bidder should furnish complete company profile with the name of the Directors along with their office/residence telephone numbers & e-mail id's.		

Signature:
Name:
Designation:
Company:
Date:

Seal of the Company

SCHEDULE - II

Details of Works of similar type and magnitude carried out (*)

Name of the bidder:

S. No.	Name of work	Place & Country	Tendered cost in Rs	Duration of completion	Date of completion	Principal features in brief	Total work done

(*) It should be clarified whether the work was executed by the Bidder or sublet out to another firm.

Signature:
Name:
Designation:
Company:
Date:

Seal of the Company

SCHEDULE - III

Details of other works tendered for and on hand as on the date of submission of this tender *

Name of the bidder:

Sl. No.	Name of work	Place & country	On Hand			Work tendered for			Remarks
			Tendered cost in Rs	Cost of remaining work	Anticipated date of completion	Estimate cost in Rs	Dt. when decision is expected	Stipulated Period of completion	
1	2	3	4	5	6	7	8	9	10

(*) It should be clarified whether the work is being executed by the Bidder or sublet out to another firm.

(BIDDER/ SUBLET out to another firm)

Please tick any relevant one.

Signature:
Name:
Designation:
Company:
Date:

Seal of the Company

SCHEDULE - IV

Details of Technical personnel/Supervisor of the bidder to be appointed on the work

Name of the bidder:

S. No.	Designation	Name	Qualifications	Professional Experience	Remarks
1	2	3	4	5	6

Signature:
Name :
Designation :
Company :
Date :

Seal of the Company

SCHEDULE - V

Details of Financial standing of the bidder

S. No.	Name of the Bank	Actual Balance at the Credit of the bidder in Rs	Permissible over draft in Rs	Total Credit in Rs	Remarks

Signature:
Name :
Designation :
Company :
Date :

Seal of the Company

SCHEDULE - VI
Deviations from the Specification

All deviations from the specification shall be filled in by the bidder clause by clause in this schedule.
Unless specifically mentioned in this schedule the bid shall be deemed to be conformed to the NREDCAP specification.

S. No.	Section	Clause No.	Deviation	Maximum financial implication Rs. (In figures & words)

Note: Deviations mentioned regarding “EMD, SD, Disbursement of wages & Payment Terms” shall not be considered under any circumstances. Hence NREDCAP at its discretion may reject the bids received with such deviations, without any further intimation.

Signature:
Name :
Designation :
Company :
Date :

Seal of the Company

SCHEDULE - VII

Important scanned Documents to be up loaded along with Technical bid

1. Copy of Certificate of firm registration
2. Copy of certificate of Contractor Registration.
3. Copy of certificate of Incorporation/Partnership deed etc.
4. Copy of valid EPF Registration Certificate.
5. Copy of valid ESI Registration Certificate.
6. Copy of Labour License Registration Certificate.
7. Copy of Insurance (ESI)
8. Copy of I.T. submission for last three financial years and its acknowledgement for last three financial year.
9. Copy of Balance sheet for last 3 financial years
10. Copy of Goods & service tax registration
11. Copy of PAN Card
12. Copy of Solvency Certificate (**Preferably issued on or after 01.04.2023**) & Copy of Net Worth Certificate (**Preferably issued on or after 01.04.2023**)
13. Copy of EMD exemption letter issued by The General Manager, NREDCAP, Tadepalli for the respective tender.
14. Copy of NSIC/MSME/SSI Certificate.
15. Self-Declaration as per Clause No (9) of Annexure-II.
16. Schedules - I to VII.

ANNEXURE-V
UNDERTAKING

We, (Name of the Contractor/Firm), confirms that ours is an independent Organization by itself, as such undertakes independently the full responsibility to execute the assigned work _____ to the satisfaction of NREDCAP site authorities as per the detailed works awarded and as stipulated in the Purchase Order No. _____, Dt: _____ with the scale of Manpower specified, by meeting the statutory obligations as in consideration thereof, NREDCAP has agreed to make payment as per the payment terms of the contract agreement thereto. The details of work identified by NREDCAP for award to _____ *(Name of the contractor)*, are given in schedule of works. Further it is specifically agreed that _____ *(Name of the contractor)*, would not stake claim for absorption of the Manpower engaged by them for carrying out the works awarded, and the _____ *(Name of the contractor)*, hereby assures that consent from each worker deployed by them for the works will be obtained before commencement of work, to the effect that he would not stake any claim for absorption, and will be furnished to the NREDCAP. We, _____ *(Name of the contractor)*, accepts the right of NREDCAP for engaging any other agency or resorting to any other suitable means to carry out these jobs in the event of necessity; or as the case may be if the workmen of _____ *(Name of the contractor)*, or its contractors refuses to work, goes on strike against NREDCAP's interest; or for any other reason which is likely to lead to loss of productivity.

Date:

Authorized Signatories (With office seal)

Witnesses (Name, Aadhar No, signature & Address):

- 1.
- 2.

ANNEXURE-VI

Guide-lines for submission of Bank Guarantee (BG)

The Bank Guarantee shall fulfil the following conditions failing which it shall not be considered valid:

- (1) Bank guarantee shall be executed on non-judicial stamp paper of applicable value *purchased in the name of bank*.
- (2) Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
- (3) The contents of the bank guarantee shall be as per NREDCAP proforma.
- (4) The bank guarantee should be executed by a nationalized / scheduled Bank.
- (5) The executor of bank guarantee (Bank Authority) should mention the power of attorney no. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of power of attorney.
- (6) All conditions, corrections, deletion in the bank guarantee should be authenticated by signature of bank officials signing the bank guarantee.
- (7) Each page of bank guarantee shall bear signature and seal of the Bank.
- (8) Two persons should sign as witnesses mentioning their full name, AADHAAR No and address.
- (9) Bank guarantee check list.

Sl. No	Checklist	YES	NO
1(a)	Is the BG executed on non-judicial stamp paper of appropriate value?		
1(b)	Is the date of sale of non-judicial stamps paper is not more than six months prior to the date of execution of BG?		
1(c)	Is the Non-Judicial stamp paper purchased in the name of bank.		
2	Whether the BG has been issued by a scheduled Bank or Bank acceptable to NREDCAP (applicability of the bank should be in line with the provision of tender documents).		
3	Is the foreign bank guarantee, confirmed by a Nationalized/ scheduled bank in India (as applicable)?		
4	Does the content of BG compare with standard NREDCAP Proforma?		
5	Is the amount and validity of BG in line with tender enquiry/purchase order provision?		
6(a)	Are the factual details such as Tender Enquiry No., Bid specifications No., PO value etc. are correct?		
6(b)	Whether overwriting /deleting, if any, on the BG authenticated under the signature and seal of Executing Officer of the Bank?		
7(a)	Has the executing officer of the bank indicated his name, designation and power of attorney No. / Signing Power No. etc. on BG?		
7(b)	Is each page of BG duly signed/initialized by the executing officer and last page is signed with full particulars as required in the NREDCAP's standard proforma of BG and under the seal of the Bank?		
7(c)	Is BG No. and Date mentioned on all the pages of BG?		
7(d)	Does the last page of BG carry the signature, AADHAAR No & address of two witnesses alongside the signature of the executing officer?		

ANNEXURE-VII

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)
PROFORMA OF BANK GUARANTEE FOR THE SECURITY DEPOSIT (SD)

Bank Guarantee No :
Date :
Valid Up to :
Claim Period up to :

In consideration of the NEW AND RENEWABLE ENERGY DEVELOPMENT CORPORATION OF AP LTD (NREDCAP) (hereinafter referred to as 'NREDCAP' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated in the year 1986 with the help of Government of Andhra Pradesh and having its registered office 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District-522501, having agreed to exempt_____ (Name of the Contractor/Supplier/Vendor) having its registered office at_____ (hereinafter called the said Contractor/Supplier/Vendor) from the demand/payment of Security Deposit payable under the terms and conditions of the Contract/Purchase Order/Work Order No., Dated: _____ made between the NREDCAP and_____ (Name of the Contractor/Supplier/Vendor) for supply/commissioning/rendering services/execution of work (hereinafter called 'the said Contract/Agreement'), on production of a Bank Guarantee for Rs._____/-(Rupees only).

At the request of [Tenderer/Contractor] We, _____, (*hereinafter referred to as the "Bank"*), having Registered/Head office at _____ and a branch at _____ being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the NREDCAP without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs._____/-(Rupees only) in the event of any breach by the said Tenderer/Contractor of any of the terms and conditions contained in the said Contract/Purchase Order/Work Order No., Dated:_____.

We, _____ (*indicate the name of the Bank*), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from NREDCAP. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____/-(Rupees only).

We undertake to pay unconditionally to the NREDCAP any money so demanded notwithstanding any dispute(s) raised by the Contractor/Supplier/Vendor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present being is absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor/Supplier/Vendor shall have no claim against us for making such payment.

We, _____ (*indicate the name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Agreement and that it shall continue to be enforceable till all the dues of the NREDCAP under by virtue of the said Contract/Agreement have been fully paid

and its claims satisfied or discharged or till the concerned authority of NREDCAP certifies that the terms and conditions of the said Contract/Agreement have been fully and properly carried out by the said Contractor/Supplier/Vendor and accordingly discharge the guarantee, subject to however that the NREDCAP shall have no right under this bank guarantee after expiry of (period)from the date of its execution. BG is to be valid till, unless a demand or claim under this guarantee is made on us in writing on or before the, we, _____ (indicate the name of the Bank) shall be discharged from all the liabilities under this guarantee thereafter.

We, _____ (indicate the name of the Bank) further agree with the NREDCAP that the NREDCAP shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract/Agreement or to extend time of BG by the said Contractor/Supplier/Vendor from time to time or to postpone for any time or from time to time.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor/Supplier/Vendor.

We, _____ (indicate the name of the Bank) lastly undertakes not to revoke this guarantee during its currency except with the prior consent of the NREDCAP in writing. Furthermore, we, _____ (indicate the name of the Bank) accept that:

- (1) This Bank Guarantee is unconditional and absolute.
- (2) Claim against this Bank Guarantee shall be honored without any delay or demur; and
- (3) This Bank guarantee covers all the losses, claims, damages and costs suffered by the NREDCAP against the said Contract/Agreement.

Notwithstanding anything to the contrary contained herein above:

- (a) The liability of the Bank under this Guarantee shall not exceed Rs. _____/- (Rupees only).
- (b) This Guarantee shall be valid up to Dt: _____.
- (c) Unless the Bank is served a written claim or demand on or before Dt: all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank), have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

In witness where of signed this Guarantee on this ___ Day ___ Year ___ for ___ Bank at _____.

(Signature(s) of Authorised Personnel of the Bank with Seal)

Designation :

Address :

ANNEXURE - VIII

We are hereby submitting our “**Consent/Willingness**” for arranging payment against the subject enquiry, through "**Automated payment system through e-payment portal**" proposed by NREDCAP duly certifying/accepting for the below mentioned conditions requested by NREDCAP:

- (a) We will not request for change of below mentioned Bank Account of our firm during the currency of the contract.
- (b) We will not request for issue of cheque or other mode of payment during the currency of the contract after implementation of automated system.
- (c) We have noted that NREDCAP have no responsibility in any manner for any technical glitches/problems/malfunctioning of the Bank Portal etc., during the course of transfer of funds through Bank Portal.
- (d) **The Details of our Bank account is as follows:**

<i>Sl.No</i>	<i>Description</i>	<i>Details</i>
1	Name of the Work	
2	Enquiry Reference	
3	Full Name of the Beneficiary as per Bank records	
4	Bank Account Number	
5	Name of the Bank	
6	Branch Name with Complete Address, Telephone/Fax Number and Email ID	
7	Branch Code (If any)	
8	Type of Account (Savings/Current/Cash Credit etc)	
9	The 9 Digit MICR code of the Branch (as appearing on the MICR cheque)	
10	IFSC Code	
11	E-mail ID of Beneficiary	
12	Permanent Account Number (PAN) of the Beneficiary	
13	GST Registration Number of the Beneficiary	

Encl: (1) Cancelled Cheque (2) PAN Copy (3) GST Registration copy.

Station:

Signature:

Date :

(**NAME OF THE FIRM
WITH OFFICE SEAL**)

ANNEXURE-IX

Self-Declaration

We are herewith submitting SELF DECLARATION as per Clause No: (9) of Annexure-II:

11.1.I/We hereby certified and declares that I/We, _____(Name of the Tenderer) have not blacklisted/De-registered/Debarred by any Government Department/ Public Sector Undertaking/Private Sector/or any Other Agency for which we have Executed/Undertaken the works/Services during the last 5 years.

11.2.I/We hereby certify and declare that I/We, _____(Name of the Tenderer) have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and our registration has not been cancelled for a similar default in two consecutive years.

11.3.I/We , _____(Name of the Tenderer) hereby certified and declares that the soft copies uploaded by our firm against this tender are genuine.

11.4.I/We, _____(Name of the Tenderer) hereby agrees to get disqualify us, for any wrong declaration in respect of the above and our tender may be summarily rejected.

11.5.I/We , _____(Name of the Tenderer) hereby agree to cancel the Purchase Order, forfeiting the Bid security and criminal action can be initiated including suspension of business and/or black listing (i.e. debar me/us from future participation in tenders), in case any concealment of facts on my part is detected at any stage after the award of the contract.

Station :

Date :

Signature:

(_____)

**NAME OF THE CONTRACTOR/FIRM
WITH OFFICE SEAL**

**NEW AND RENEWABLE ENERGY DEVELOPMENT CORPORATION OF
ANDHRA PRADESH (NREDCAP)**

PART- II: PRICE BID

“ Outsourcing of Services of 96 Nos Man Power to work in various office wings of NREDCAP for a period of 7 months from 01.09.2024 (or) from the actual date of commencement of work upto 31.03.2025”

Tender Specification No : _____.

New and Renewable Energy Development Corporation of AP Ltd,

Regd.Office: 12-464/5/1, River Oaks Apartment,

CSR Kalyana Mandapam Road, Tadepalli, Guntur District-522501

Tel: 0863 -2347650 / 651/652/653;

E-mail: office@nredcap.in

ANNEXURE-X

PART-II (PRICE BID)

(Not to be uploaded with PQB, only to be uploaded with Price bid/commercial bid)

Schedule of Works & Prices: *Outsourcing of Services of 96 Nos Man Power to work in various office wings of NREDCAP for a period of 7 months from 01.09.2024 (or) from the actual date of commencement of work upto 31.03.2025*

(A) PRICE BREAK-UP FORMAT

<i>Sl. No</i>	<i>Categories</i>	<i>No. of Man Power required</i>	<i>Rate/ Per Month in Rs</i>	<i>Total (Rs)</i>
(a)	Development Officer (Category-I)	22	30922	6,80,284
(b)	Development Officer (Category-II)	3	28911	86,733
(c)	Development Officer (Category-III)	7	25140	1,75,980
(d)	Junior Manager (Category-I)	18	26113	4,70,034
(e)	Junior Manager (Category-II)	8	24415	1,95,320
(f)	Junior Manager (Category-III)	5	21230	1,06,150
(g)	Driver (Category-I)	2	18487	36,974
(h)	Driver (Category-II)	2	17285	34,570
(i)	Attender (Category-I)	23	16470	3,78,810
(j)	Attender (Category-II)	3	15399	46,197
(k)	Attender (Category-III)	3	13390	40,170
1	<u>Total Remuneration per Month</u>			22,51,222
2	EPF @13% limited to 15,000/- per Month or Wages, whichever is less			1,86,572
3	ESI @3.25% on Item (1)			73,165
4	GST @ 18% on Items 1 to 3			4,51,973
5	Total per month (Sum of 1 to 4)			29,62,932
6	Supervision charges per MONTH (Shall not exceed 8% on Sl.No.1)			
7	Goods & Service Tax @18% on Supervision charges i.e., on (6)			
8	Total amount for ONE MONTH including GST, (5+6+7)			
9	Grand Total amount for 7 months (Sl. No.5 x 7 months)			
10	In words:			

Note:

- **The Bidder shall quote for the components at Sl.no.6 and arrive 7, 8 & 9 only i.e.,**
 - (a) *SUPERVISION CHARGES per Month (Negative values are not acceptable and liable for rejection)*
 - (b) *GOODS & SERVICE TAX (Shall be considered as per prevailing rate only).*
 - (c) *THE TOTAL AMOUNT per Month and for 7 months.*
 - (d) *The firm shall quote the amount mentioned against Sl.No.9 on e-procurement platform.*

- **The price break-up furnished as above, in respect of the other components at Sl.No.1 to 5 is FIXED as those are statutory in nature. However, the same will be reimbursed to the CONTRACTOR as per the prevailing rates. Hence, the bidder shall not either alter or quote for the components at 1 to 5.**

- (B) **Statutory Variation:** - Any variation upward or downward in statutory levies or new levies introduced after opening of the tender /after placing of the order & during the agreed contract period under this specification shall be to the account of NREDCAP only.
- (C) The contractor shall pay the Wages as per the applicable rules as amended from time to time by NREDCAP. EPF, ESI and GST and shall be paid as per rates notified from time to time by concerned statutory authorities. ESI shall be paid on Total Wages, as per actual and as per Act. Supervision Charges shall be paid on Wages only. *The amount quoted towards supervision charges shall not exceed 8% on Wages i.e.,* Hence, the firm shall quote the charges accordingly. *However, if the bidder quotes supervision charges more than 8% on Sl No.1 of Price Bid, such bid will be liable for Rejection.*
- (D) The contractor should pay the Wages to Manpower as per NREDCAP orders in vogue. As per NREDCAP, the present Wages to be paid/month by the Contractor to the Manpower is as mentioned above.
- (E) Any request for revision of value of the contract after finalization will not be entertained under any circumstances, except statutory nature.
- (F) **The contract is liable for short closure or reducing the scope of work/man power on prorata basis at any stage as per the site requirement or in the event of any change in corporation policy on this contract.**
- (G) **The manpower engaged by the contractor towards the subject works shall have "Good Credentials and Experience in the similar nature of works" and shall be approved by NREDCAP.**
- (H) NREDCAP, at its discretion may change/modify the "Outsourcing Personnel, number of Outsourcing personnel required" mentioned in and Annexure-X (Price schedule) and may issue amendments to the LOI/PO accordingly. Subsequently, the Contractor has to follow the same without any deviation.
- (I) NREDCAP, at its discretion may change/modify the Wages/Statutories as mentioned in Annexure-X (Price schedule) as per the policy decisions taken by NREDCAP/AP.Govt/Any other Statutory bodies, without revising Supervision Charges (*i.e. the awarded Supervision Charges in proportion to the said manpower, shall be fixed throughout the currency of the Contract period*). Accordingly, the Contractor has to pay the Modified Wages/Statutories to workers/Statutory authorities based on the amendments issued to the LOI/PO, without insisting for enhancement of awarded Supervision Charges or any other additional charges, under any circumstances.

Signature of the Tenderer (With office Seal)