



**GIRIJAN COOPERATIVE CORPORATION LTD.,
VISAKHAPATNAM**

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Rc.No.141/2015/Comp.,

Dt: 22.02.2016

**TENDER CUM NEGOTIATIONS FOR PROVIDING COMPUTER PERSONNEL ON
OUTSOURCING BASIS**

Girijan Coop.Corpn. Ltd., (GCC) Visakhapatnam intends to utilize the serves of the Computer Personnel through a well reputed Out-sourcing agency for its 22 Units located in Andhra Pradesh State, Girijan Coop. Corpn. Ltd., Visakhapatnam (including Corpn. Head Office, Visakhapatnam).

Sealed Tender cum Negotiations invited from the registered outsourcing agency for providing 26 Data Entry Operators for A.P. Girijan Coop. Corpn. Ltd., for a period of 3 years, subject to the terms and conditions enclosed to this notice.

Tender will be received at GCC Head Office, East Point Colony, Visakhapatnam upto 2:30 pm on 02-03-2016. The registered Outsourcing agencies interested in providing above Computer Personnel as required by GCC shall filed a Tenders strictly in the prescribed Tender Schedule in sealed cover subscribed as "Tender for providing service of Computer Personnel to GCC". The prescribed Tender Schedule can obtained from the Dy. General Manager (Sys), GCC Ltd., Visakhapatnam on all working days i.e., upto 2:30 pm 02-03-2016 (or) can also download from the GCC website.

The sealed Tenders shall be sent by the Outsourcing Agency / Firm either through register post / courier are shall be filed in person at the Head Office, Girijan Coop. Corpn. Ltd., East Point Colony, Visakhapatnam – 17 on or before 02-03-2016 upto 2:30 pm. The sealed Tenders will be opened on the same day at 3:00 pm followed by negotiations. The Tenderer / authorized Representatives shall present at the time of opening of Tenders. GCC will not hold any responsibility of late arrival or non-receipt of Tender.

Encl: Terms & Conditions

General Manager (Admin) / Chairman

To

TENDER FORM

To
The VC & Managing Director,
Girijan Coop. Corpn. Ltd.,
VISAKHAPATNAM.

Sir,

We are reputed agency / organization having registered office at

.....
With Regd.No..... We are having good track record in providing computer services for the lastYears(Copies of certificates enclosed). We are authorized to undertake training and placement services of computer personnel in the State (relevant certificate enclosed).

We express our desire to provide trained computer personnel for effective electronic data transfer and maintenance in the various offices of Girijan Coop. Corpn. Ltd., Visakhapatnam at the places cited in the pre-tender conditions. We understand the pre-tender conditions and willing to comply with the same.

We undertake that we will comply with all statutory / legal obligations for our men without being any burden to the GCC.

We enclose the following relevant documents as required.

1.
2.
3.
4.
5.

We will pay the following charges to each person

S.no	Description	Amount(Rs)
1	Gross remuneration to DEO	9500.00
2	EPF	
3	ESI(wherever applicable)	
4	Commission to Agency	
5	If Any	
	TOTAL	
6	Service Tax	
	Grand Total	

Please accept our offer and provide us the desired assignment.

Yours faithfully,

Encl: As above

Signature of the Tenderer or his
Authorized representative.

(To be sent along with Quotation Form)

PRE-TENDER CONDITIONS

In view of recent expansion of computer operations and launching of on-line applications for accounting transactions and inventory, for the purpose of effective electronic data transfer and maintenance in various offices situated all over the state, GCC to Outsource Data Entry Operations for providing the services of Data Entry Operatorsto reputed and registered Computer Training & placement Agencies for a period of three years to work at the following places:

Sl. No.	Name of the Office	Area / Mandal	District	No. of persons
1	Corpn. Head Office	Visakhapatnam	Visakhapatnam	5
2	GPCMS, Seethampeta	Seethampeta	Srikakulam	1
3	GPCMS, Pathapatnam	Pathapatnam	Srikakulam	1
4	DO, Parvathipuram	Parvathipuram	Vizianagaram	1
5	GPCMS, G.L.Puram	G.L.Puram	Vizianagaram	1
6	GPCMS, Salur	Salur	Vizianagaram	1
7	GPCMS, Parvathipuram	Parvathipuram	Vizianagaram	1
8	DO, Paderu	Paderu	Visakhapatnam	1
9	GPCMS, Paderu	Paderu	Visakhapatnam	1
10	GPCMS, Araku	Araku	Visakhapatnam	1
11	GPCMS, Pedabayalu	Pedabayalu	Visakhapatnam	1
12	DO, Chinthapalli	Chinthapalli	Visakhapatnam	1
13	GPCMS, Koyyuru	Koyyuru	Visakhapatnam	1
14	GPCMS, Chinthapalli	Chinthapalli	Visakhapatnam	1
15	DO, Rampachodavaram	Rampachodavaram	East Godavari	1
16	GPCMS, Rampachodavaram	Rampachodavaram	East Godavari	1
17	GPCMS, Addateegala	Addateegala	East Godavari	1
18	GPCMS, Maredumilli	Maredumilli	East Godavari	1
19	GPCMS, Rajavommangi	Rajavommangi	East Godavari	1
20	GPCMS, K.R.Puram	Buttaigudam	West Godavari	1
21	DO, Tirupathi	Tirupathi	Chittoor	1
22	HP Unit, GPCMS, Chittoor	Chittoor	Chittoor	1

Interested Agencies may offer their expression of interest to provide services of supplying computer personnel as per the above requirement subject to fulfillment of following qualifications / conditions.

1. The Agency shall be a registered Firm / Company / Society / Organization etc. with good track record in training and placement of computer personal for not less than 5 years. Must have presently engaged as contractor / agency by any Govt./ Public undertakings supply of computer personal and produce satisfaction certificate got issued from the said Organization.
2. The Agency shall be dealing outsourcing of manpower in data processing functions and other allied software development services apart from I.T. consulting.
3. The Agency shall produce proof of their competency to undertake the proposed assignment. The certified copies of partnership deed / memorandum / bye-laws / resolution etc. shall be furnished.
4. The Agency shall produce necessary Certificate specified in law for supply of labour.
5. The Data Entry Operators shall be paid remuneration (includes all medical & non-medical allowances and statutory/legal contributions) at Rs.9,500/- per month in terms of GOMS No.3 Finance (SMPC-II) Dept. Dt.12.01.2011 of Govt. of AP, the payment of remuneration will be made to the Agency. The Agency shall ensure prompt payment of the same to the personal engaged and relevant statutory authorities concerned.
6. The Data Entry Operators must be a Graduate withpass English Typewriting in Lower grade and certificate in MS-Office & Internet Concepts with at least 1 (one) year experience in a reputed organization
7. Rule of reservation as per the existing 100 point roster prescribed in Rule 22 of Andhra Pradesh State and Sub-ordinate service rules shall be followed in all Outsourcing appointments region wise. If qualified schedule tribes candidates are available they should be appointed against open competition

vacancies, and also in case of non-availability of candidates under Rule of reservation, qualified schedule tribe candidates shall be considered for appointment until reservation category candidates are appointed.

8. The Agencies shall undertake to comply with all legal obligations towards their personnel and to file compliance reports before they claim commission from the GCC every month.
9. GCC shall not hold the control and management of personal deployed by the Agency and agency shall only deal with the personnel sent on Outsourcing by them.
10. The Agency shall provide indemnity / guarantee bond (at the time of agreement) to the extent of one month remuneration of each individual to ensure prompt payment to the personnel engaged by them and towards any unforeseen liabilities to be borne by the Corporation that may arise out of contract.
11. The Agency shall quote their rate which includes gross emoluments of Rs.9,500/- payable to computer personnel plus master share of EPF & other statutory/legal contributions& Taxes to be met for computer personnel and borne by the Agency.The Agency shall furnish Registration Number issued from the P.F.Authorities.
12. The procedure of selection of Agency is at the sole discretion of GCC. Selection of Agency will be made on the criteria of lowest commission quoted and based on successful track record of Agencies in the desired assignment, and subject to fulfillment of other conditions afore said.
13. The Agency who fulfills the above qualifications will be selected finally. Thus selected Agency will be offered with Offer letter. They shall execute an agreement with GCC and on obtaining their acceptance for the terms and

conditions set out therein, their appointment will be confirmed and Assignment Order will be given. GCC shall have the power not to select any Agency / accept any individual forwarded by the Agency on outsourcing and the decision of VC & Managing Director, GCC shall be final. MD, GCC reserves the right to cancel the tender notification without assigning any reasons whatsoever.

14. The offer does not entail the Agency for claiming right for Assignment Order.
15. The Agency shall furnish its returns for last 5 years failing which the tender will be liable for outright rejection. The Agency shall furnish company profile in the documentary proof for their experience in training and placement of computer personnel.

DRAFT AGREEMENT

FOR UNDERTAKING COMPUTER PERSONNEL SUPPLY CONTRACT

(To be stamped worth Rs.100/-)

This AGREEMENT is made and executed on this theday of (Month) of 2015 at between the Girijan Cooperative Corporation Ltd., Visakhapatnam a Society registered under a AP Cooperative Societies Act 7 of 1964 represented by its General Manager(Admn.), hereinafter referred to as '**GCC**' which expression shall, unless repugnant to the context mean and include its successors, assigns and administrators.

AND

M/s situated at (full address), a.....(type of organization) represented by its(designation)Sri.....S/o..... aged.....,residing at(full address) herein after referred to as 'the **Contractor**' which expression shall, unless repugnant to the context mean and include its successors, assigns and administrators.

WHEREAS GCC for accounting transactions inventory, intend to engage 26 (Twenty six)computer personnel to work as Data Entry Operators, on outsourcing basis, through a reputed and registered Computer Training & Placement Agencies, for a period of one year, for the purpose of effective electronic data transfer and maintenance, in the various offices situated in the state of Andhra Pradesh.

AND WHEREAS the Contractor who deals with outsourcing of manpower in data processing functions and other allied software development services apart from IT consulting and approached GCC in this connection and offered to undertake supply of computer personnel as specified in the quotation form against

consideration of paying remuneration per candidate of Rs.....(Rupees only) per month.

AND WHEREAS GCC has considered the offer and accepted to entrust the proposed assignment to the Contractor @ Rs.....(Rupees only) per month per candidate for a period of three years. This remuneration includes gross emoluments of Rs.9,500/- payable to each computer personnel plus other statutory liabilities and service charges of the Agency.

The assignment of proposed job to the Contractor is made as per the following terms and conditions mutually agreed by both parties.

1. The Contractor shall be a registered firm/company/Association having put in good track record not less than 5 years.
2. The Contractor shall be declared as competent to undertake the proposed assignment under the deed / memorandum / bye-laws / resolution etc.
3. The Contractor providing computer personnel shall ensure that they are trained in their respective skills and in case they could not contribute to the desired levels shall be replaced without any loss of time and effort on GCC.
4. The Contractor shall ensure that the Data Entry Operators must be a graduate with pass English Typewriting in Higher Grade and Certificate in MS-Office & Internet Concepts with at least 1 (one) year experience in reputed organization. Typewriting Lower grade candidates can be taken where the Typewriting Higher grade candidates are not available.

5. The Contractor shall ensure payment of gross emoluments of Rs.9,500/- per month per each Data Entry Operator which includes all medical & non-medical allowances and statutory/legal contributions.
6. The Contractor providing computer personnel will be paid the remuneration as agreed to (which includes master share of EPF and other statutory/legal contributions to be met for the computer personnel provided by them) plus gross emoluments to be paid to deputed computer personnel as indicated at clause 5.
7. The GCC shall arrange payment of remuneration to the Contractor including commission charges per month per candidate who shall ensure prompt payment of the gross emoluments to the personnel engaged and also relevant statutory authorities.
8. Rule of reservation as per the existing 100 point roster prescribed in Rule 22 of Andhra Pradesh State and Sub-ordinate service rules shall be followed in all Outsourcing appointments region wise. If qualified schedule tribes candidates are available they should be appointed against open competition vacancies, and also in case of non-availability of candidates under Rule of reservation, qualified schedule tribe candidates shall be considered for appointment until reservation category candidates are appointed.
9. The Contractor shall prefer his monthly claim duly certified by the Dy. General Manager(Systems), GCC Ltd., Visakhapatnam who shall endorse that the jobs carried by the Computer Personal is for full satisfaction of their respective controlling Officers. For this purpose the Divisional Manager in respect of Divisional Office, Manager in respect of GPCMS and Departmental Heads in respect of Regional Office / Corporation Head Office shall be the controlling Officers.
10. The GCC is entitled to recover remuneration as a penalty in case any computer personnel become absent for attending work.

11. The Contractor shall execute a Personal Security Bond for Rs._____/-(Rupees_____) being equal to one month remuneration of each computer personnel to ensure prompt onward transmission of payment of gross emoluments to the computer personnel engaged by them and to safeguard the interest of Corporation in the event of negligence / willful negligence caused by him / his men resulting in any kind of loss to the GCC during the period of contract. The liability of the Contractor is unlimited.For this purpose, he may be called on to provide guarantee if the security provided herein exceeds the paid-up share capital of company.
12. The term of this agreement is three years and is liable to be terminated at any time at the option of GCC without any notice.
13. The Contractor is not entitled to claim any monies except the remuneration as stated above.
14. The Contractor shall manage his men and the GCC shall not exercise any control over them and they shall not have any right to claim for appointment or regularization of their services in the Corporation.
15. The Contractor shall comply with any obligation under law towards any statutory contributions which are not covered in this agreement to his computer personnel and shall pay from his own funds. The bills of the Contractor shall be settled only on production of proof of payment of EPF Contribution and other statutory contributions upto previous month. In default of payment the GCC shall have the right to deduct the same from the bills of the Contractor together with penalty of Rs.1000/- (Rupees one thousand only) per month towards administrative charges.
16. Assigning contract to the Contractor is purely temporary and he shall not have any right to claim permanency or renewal of the contract period or for fresh

contract. For this purpose the contract may be extended either for a further period or for further requirement of computer personnel on mutually agreed terms and conditions as and when the requirement arise in future.

17. Without prejudice to its other rights the GCC shall be entitled to disengage the services of the Contractor at its option and demand immediate repayment of his liability includes any dues / default / loss caused to the GCC along with interest, fee, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Contractor to the GCC if,
 - i) the Contractor is negligent or commits any breach of trust, default or irregularity in discharging his duties/obligations/ functions entrusted and for all such acts/subsequent conduct found contrary to the agreement entered with GCC; or
 - ii) there exists any circumstances which in the opinion of the GCC prejudicially affects or may affect its interest or the Contractor's ability to discharge his duties / obligations / functions entrusted to its full satisfaction.
18. All liabilities of a Contractor shall be discharged by him without delay and demur. If the Contractor fails to discharge his liability during its tenure such liability shall also extend to his heirs, successors, assigns and administrators.
19. The contractor shall indemnify GCC for all losses liabilities, statutory or otherwise, incurred by GCC on account of any act or default or violation of the terms of this contract.
20. If any disputes and differences or questions whatsoever regarding interpretations of the qualifications & terms and conditions or otherwise arising out of or in relation thereto during the course of contract shall be referred to the arbitration and settled by the Sole Arbitrator appointed by Vice Chairman & Managing Director, Girijan Cooperative Corporation Ltd., Visakhapatnam. The decision of the Sole Arbitrator shall be final and binding on both the parties. The settlement of arbitration shall be as per the provisions of Arbitration & Conciliation Act, 1996.

21. All legal disputes howsoever arising out of the above proceedings shall be subject to the jurisdiction of the courts at Visakhapatnam only

IN WITNESS thereof the parties have signed and delivered the agreement at the date and place above mentioned.

1. Signed and delivered by
Sri..... (Signature)
(Contractor)

In the presence of

Name: Sri..... Signature
(with date)

Address:.....
.....
.....

Name: Sri..... Signature
(with date)

Address:.....
.....
.....

2. Signed and delivered by
Sri..... Signature
(with date)

GCC
In the presence of

Name: Sri..... Signature
(with date)

Address:.....
.....
.....

Name: Sri..... Signature
(with date)

Address:.....
.....
.....

DRAFT PERSONAL SECURITY BOND

(Not to be attested)

(To be stamped worth Rs.100/- as an agreement)

THIS PERSONAL SECURITY BOND is made on this day of.....(month),
of 2015 at(place) forRs..... (Rupees
..... only).

BY

M/s, situated
at (full address),
a.....(type of organization) represented by its
.....(designation)Sri.....S/o.....
.....aged.....,residing at.....
.....(full address) herein after
referred to as 'the **Contractor**' which expression shall, unless repugnant to the
context mean and include its successors, assigns and administrators.

IN FAVOUR OF

GIRIJAN COOPERATIVE CORPORATION LIMITED, East Point Colony,
Visakhapatnam-530017 hereinafter referred to as **GCC** which expression shall,
unless repugnant to the context mean and include its successors, assigns and
administrators

WHEREAS the GCC engaged the Contractor to supply26(Twenty six) computer
personnel to work as Data Entry Operators on outsourcing for a period of 3 (three)
years for the purpose of effective electronic data transfer and maintenance in the
various offices situated in the State of Andhra Pradesh.

AND WHEREAS the terms and conditions require undertaking of personal security
bond and accordingly the Contractor have voluntarily furnishes this personal security
therefore as per the terms and conditions set out hereunder:

NOW THEREFORE THIS BOND WITNESSES AS FOLLOWS:

In consideration of GCC providing computer personnel supply contract for a period of three years on payment of monthly remuneration of Rs..... (Rupees only) the Contractor hereby unconditionally agrees that:

1. GCC shall be entitled to charge the Contractor upto a maximum amount of Rs.....(Rupees..... only) at its own discretion along with interest as well as costs and expenses that GCC may incur, for any kind of loss that is caused to GCC by any of the acts, omissions or otherwise by the Contractor and any liability arises out of the agreement entered by the Contractor therein.
2. Any statement of account/record furnished by GCC in proof of loss shall be accepted by and be binding on the Contractor and shall be conclusive proof of the correctness of the amounts mentioned therein.
3. Any acknowledgement of liability or confirmation thereof issued by the Contractor shall cover this Security and the Contractor shall be liable to pay such liability without any delay or demur to the GCC till full and final satisfaction of the outstanding with GCC.
4. The continuance of payment of liability will not give any right to Contractor to continue him/her.
5. This security shall also cover the period of Contract in case it is extended in future also.
6. This security shall operate as a continuing security for all moneys, indebtedness and liabilities due by the Contractor to GCC and it is irrevocable till it is discharged by GCC.

7. The GCC shall have a paramount right of set off and lien on all monies and properties in any manner and out standings to the credit of Contractor.
8. Any delay in exercising or omission to exercise any right, power or remedy accruing to the GCC under execution of this Bond shall not impair any such right, power or remedy and shall not be construed to be a waiver thereof or any acquiescence in any default, nor shall the action or inaction of the GCC in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the GCC in respect of any other default.
9. The Contractor shall not be entitled to call upon the GCC to refrain from presenting any part/full payment made in any mode in execution of this security bond.
10. Notwithstanding any change in the terms and conditions of the contract or time extended by GCC to get discharge from any of the obligations or payment of the dues or postponement by the Contractor thereof shall not affect his security.
11. Nothing herein contained prejudice any rights or remedies of the GCC in respect of any other present or future security / guarantee obligation or decree for any indebtedness or liability of the Contractor to the GCC.

IN WITNESS WHEREOF the Contractor have executed these presents the day and year first hereinabove written, signed, sealed and delivered by

Sri. / Smt. / Kum.
(Contractor)

(SIGNATURE)