

CSIR -CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

Pilani (Rajasthan)

(website : www.ceeri.res.in)

TENDER DOCUMENTS - 2013-14

No. (1)/Misc.2013-E.III

Dated : 22/03/2013

NAME OF THE WORK: **PROVIDING MAN POWER FOR SPECIAL AND OTHER MISCELLANEOUS SERVICES ON LABOUR CONTRACT BASIS AT CEERI, PILANI.**

C O N T E N T S

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NOTE:

Tenderers should confirm that they have received all the above papers/documents. The nature of job requirement can be seen personally by the tenderer. Receipt Number. of money deposited as tender fee with the office must be quoted.

Tender issued to : M/s _____

Signature of Contractor _____
Telephone/Mobile No. _____
e.mail _____
Bank A/cNo _____
Receipt Number
of Tender Fee Deposited _____

CSIR - CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
Pilani (Rajasthan) –333031

No. (1)/Misc.2013-EIII

Dated : 22/03/2013

NOTICE INVITING TENDER

Sealed tenders are invited from registered Contractors/Firms of appropriate class having work experience of the similar work fulfilling following requirements:

- 1 At least one year experience in providing manpower for special and other miscellaneous services to Govt./Semi Govt./Public Sector or well-known private organizations (please provide copy of supporting document).
- 2 Registration Certificate from concerned authority under Contract Labour (Regulation and Abolition) Act, 1970.
- 3 Registration Certificate from EPF/ESI/Service Tax authorities.

The details of the estimated cost based on minimum wages as per Govt. of India, earnest money, tender cost and time for completion for the work are given below:

Name of work	Estimated Cost	Earnest Money Rs.	Tender Cost Rs.	Completion period
Providing manpower for special & other miscellaneous services on Labour contract basis - (total 50 workers tentatively)	27.50 Lakhs	50,000/-	500/-	One year

Tender documents can be obtained from the office of Administrative Officer between 9.30 AM to 5.00 PM from 22/03/2013 to 01/04/2013 on any working day on payment of non-refundable tender cost. Tenders will be received up to 3.00 PM on 02/04/2013 in the office of Administrative Officer, CEERI, Pilani (Rajasthan) 333031 and opened at 3.30 PM on the same day in the presence of tenderers present.

Director, CEERI, reserves the right to reject any or all the tenders or accept them in part or reject the lowest tender without assigning any reasons whatsoever.

The NIT can be seen at CEERI web page www.ceeri.res.in but downloaded tender forms are not acceptable.

Administrative Officer

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NOTICE INVITING TENDER NO(1)/Misc-2013-E-III dated 22/03/2013

Competitive sealed tenders are invited from financially sound parties in the prescribed format by the Director, CEERI, Pilani for awarding work of “**Providing manpower for special and other miscellaneous services on labour contract basis**”, at CEERI, Pilani by unskilled/semi-skilled/skilled /highly skilled workers with effect from _____ for an initial period of one year (extendable upto a maximum of one year depending upon satisfactory performance) as per laid down contractual conditions.

Nature of job

- 1. Hiring of highly skilled manpower (Turners/Fitters etc.) required for jobs for time targeted R&D Projects. The manpower must be I.T.I. trained with trades like turners/fitter etc. having experience to handle precision turning fitting/milling jobs etc.**
- 2. Hiring of manpower for Guest House.**
- 3. Hiring of manpower for Canteen.**
- 4. Record Keeper.**

The exact number of manpower will be decided, on need basis, from time to time in each of the above categories. The tenure for such workers may be for a minimum period of one month which may be extended for any further period but up to the period of contract depending upon the need and the performance of such worker. The number of unskilled/semi-skilled/skilled/highly skilled workers to be supplied may vary from time to time. Workers possessing requisite skill and experience as per demand of CEERI will need to be provided.

The minimum wages as per Govt. of India and current manpower requirements are as follows:

<u>Category</u>	<u>Minimum wages per day</u>	<u>Tentative No. of Manpower</u>
1. Highly skilled	-	200/-
2. Skilled	-	170/-
3. Semi Skilled	-	140/-
4. Unskilled	-	120/-

Total Manpower – 50 No. Tentative

The Contractor should fulfill the following requirements:

1. At least one year experience in providing manpower for special and other miscellaneous services to Govt./Semi Govt. or well-known private organizations (please provide supporting documents.)
2. Registration Certificate from concerned authority under CL (R&A) Act, 1970.
3. Registration Certificate from EPF/ESI/Service Tax authorities.
4. Tenders will be given to those bidders who fulfill conditions 1,2 and 3 and provide documentary proof of the same.
5. A local representative has to be designated at Pilani for ensuring satisfactory fulfillment of contractual obligations.

Tender Fee of Rs.500/- (Non refundable): Tender document may be purchased on payment of Rs. 500/- through Demand Draft payable to Director, CEERI, Pilani or in cash with Cashier, CEERI, Pilani. Director, CEERI reserves the right to accept or reject any or all tender bids without assigning any reason whatsoever and his decision shall be final and binding on all the parties.

Tender is to be submitted in two covers – Cover I and Cover II separately which should be kept in a sealed cover envelop superscribed as “ **Tender for providing manpower for special and other miscellaneous services on labour contract basis** “ The envelop should be addressed to Director, CEERI, Pilani.

Cover-I shall be superscribed as ‘**Earnest Money Deposit**’ and shall contain the **EMD of Rs 50,000/-** in the shape of **Demand Draft drawn in the name of Director, CEERI, Pilani.** Tenders received without EMD shall be summarily rejected.

Cover-II should be superscribed as “**Financial Bid**” and should contain only the contractor’s quoted rates in the enclosed format.

At first Cover-I will be opened and only in case Institute is satisfied with the proof of EMD, the Cover II will be opened. Corrections, overwriting, cutting or erasing should be avoided in the financial bid. Bids containing erasing, cutting, corrections, overwriting and unsigned bids will be summarily rejected.

The Institute will not be responsible for any postal delays etc. The contractor shall execute an agreement on a stamp paper of required value for due performance of the contract within 10 days of the award of work. He will deposit a sum of **Rs. 1.00 Lakh as Security Deposit** by way of **Bank Guarantee or Fixed Deposit Receipt /DD in favour of Director CEERI, Pilani. The Bank Guarantee/Fixed Deposit should be for a period of more than 15 months from the date of award of Work.**

The bidder must quote the rates both in figures and words. He must sign each paper of the tender documents in token of his acceptance of the terms and conditions of the tender document.

Before submitting tender please go through all the terms and conditions on which the work will be awarded and executed by the successful tenderer. Tender papers along with terms & conditions can be seen on the Institute website. www.ceeri.res.in, however, the bidders should make their bids on the tender papers collected personally from the Administrative Officer of the Institute on or before **01/04/2013** and the duly completed tenders may be submitted in a sealed cover, as detailed above superscribed as **“Tender for providing manpower for special & other miscellaneous services on labour contract basis”**, addressed to the Director, CEERI, Pilani upto 3.00 PM on **02/04/2013**. **Bids will be opened on the same day at 3.30 PM in** the presence of bidders, if any. Tenders received after the due date and time shall be rejected.

Administrative Officer

Encl. As above.

PART –II (Financial Bid)

Schedule

From:

To

The Director,
CEERI, Pilani

Sir,

Ref : Your Notice Inviting Tender No (1)/Misc.2013-E-III Dated 22/03/2013

In response to the above and in full agreement with the terms and conditions as stipulated by you, I/We offer my/our competitive and firm offer as follows:

I/We understand that wages will be required to be paid to the labourers/manpower as applicable in Central Govt. as notified by the Regional Labour Commissioner (C) from time to time. In addition, I/we also understand that all statutory payments like EPF /Bonus/Service Tax and other charges also need to be paid, as prescribed under various statutes, by me/us. I/We therefore offer my/our services on lump sump basis as under:

The break-up of the above amount is as under:

	<u>Unskilled</u>	<u>Semi-skilled</u>	<u>Skilled</u>	<u>Highly skilled</u>
Minimum Wages	Rs. _____	Rs. _____	Rs. _____	Rs. _____
EPF 12.36 %	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Bonus 8.33%	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Service charges	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Total	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Service Tax as per rule	Rs. _____	Rs. _____	Rs. _____	Rs. _____

Grand Total

(LumpSum quoted Rate) Rs. _____ Rs. _____ Rs. _____ Rs. _____

(The above rates are inclusive of all statutory payments like EPF/Bonus/Service tax etc. and service charges).

CEERI (CSIR) shall reimburse the amount of Service Tax/EPF paid by me/us to the authorities on account of the services rendered by me/us. This reimbursement shall be admissible on production of proof of deposit of EPF in the names of individual workers by me/us and Service Tax to the Tax authorities for the previous month.

Please consider this offer and award the work to me/us at an early date. On receipt of the award of contract, I/we will deposit a sum of Rs. 1.00 Lakh as Security Deposit by way of Bank Guarantee or Fixed Deposit Receipt /DD in favour of Director, CEERI, Pilani, for a period of more than 15 months from the date of award of work.

Yours faithfully

Place :

Signature :

Date :

Name :

Seal :

Note : **All the Contractors please note that the tender will be cancelled in the event of any of the following :**

- a. If the contractor does not quote rates for all the 04 categories.**
- b. If the contractor quotes less than the Minimum wages as prescribed by Govt. of India in the respective categories.**
- c. If the contractor gives any conditional tender.**
- d. If any extra remark is made in the schedule page.**

Terms & Conditions

Terms and Conditions for award of work of **“Tender for special services & other miscellaneous services on labour contract basis”** at CEERI, Pilani, Rajasthan are as under :

1. Bidder must hold a valid licence as applicable under Contract Labour (R & A) Act, 1970, with experience and expertise in providing manpower Services in CSIR/or its National Laboratories/Govt./Semi Govt/Public Sector or well known private organizations.
2. The Contractor must be registered with Licencing authority and Labour Commissioner of any State/Union Territory of India under Contract Labour Act.
3. Director, CEERI, Pilani does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reason whatsoever.
4. Canvassing in connection with the tender is strictly prohibited and the Contractor resorting to canvassing will be liable for rejection on that ground alone.
5. The Contractor shall specifically declare that he is not related to any Officer in CEERI/or in any of the Laboratories / Institutes of CSIR. If related, then details of such relationship have to be furnished along with Part-I of this tender.
6. Conditional tenders are liable to be rejected.
7. Tenders which are incomplete in any respect are liable to be rejected.
8. Tender will be finalized considering the lowest rates including service charge quoted by the Contractor by making one year labour rate calculation considering that all the workers as per NIT are working
9. The working hours and number of working days in a week will be as follows.
Working hours 09.00 AM to 06.00 PM lunch break (01.00 to 02.00 PM)
06 days in a week, excluding Institute’s holidays.
10. Persons deployed by the Contractor for the services mentioned in the tender shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, a relationship of employer and employee between the said persons and the CEERI(CSIR) shall accrue/arise implicitly or explicitly.
11. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the concerned Supervisor of the Institute. The Contractor shall further be bound by and carry out the directions/instructions given to him by the Director of the Institute or the Officer designated by the Director in this respect from time to time.
12. That the concerned Supervisor of the Institute or any other person authorized by the Director shall be at liberty to carry out surprise checks on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their assigned duties.
13. That in case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any

- unlawful activity, riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such person on the report of CEERI(CSIR) in this respect. Further, the Contractor shall immediately replace such person on the demand of the Director of the Institute or authorized Officer in case of any of the aforesaid acts on the part of the such person.
14. That the Contractor shall carefully and diligently perform the work assigned to him in consultation with the Institute.
 15. The Contractor himself or his authorized representative shall be available at short notice as and when required at CEERI for efficient management of providing man- power service. He should also provide Mobile Number, Fax number of his representative to CEERI.
 16. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual & disciplined and remain vigilant in performance of their duty.
 17. That the Contractor shall submit details such as, name, parentage, residential address, age, etc. of the persons deployed by him in the premises of CEERI(CSIR). For the purpose of proper identification of his employees deployed for the work, the Contractor shall issue identity cards bearing their photograph/identification etc. and such employees shall display their identity cards on their person at the time of duty.
 18. That the Contractor shall be liable for payment of wages and all other dues to his employees deployed by him which they are entitled to receive under the various labour laws and other statutory provisions. Wages shall in no case be less than the minimum wages prescribed for different types of workers/manpower. It would be the responsibility of the Contractor to make payment to his workers by 7th of every month positively and claim reimbursement thereafter.
 19. That the Contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to CEERI(CSIR) and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund and Miscellaneous Provisions Act, 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them.
 20. That the Contractor shall be solely responsible for any violation of provisions of labour laws or any other statutory provisions and shall further keep the CSIR/CEERI indemnified against all acts of omission, fault, breaches, and/or any claim, demand, loss, injury and expense arising out from the non- compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, the CSIR/CEERI shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Contractor's monthly payments.

21. That the Contractor shall be required to maintain permanent attendance register/roll within the building premises which will be open for inspection and checking by the authorized Officer of CEERI/CSIR.
22. That the Contractor shall make payment of wages, etc. to the persons so deployed in the presence of representative of CEERI/CSIR and shall on demand furnish copies of wages register/muster roll, etc. to the Institute for having paid all the dues to the persons deployed by him. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour laws, having regard to the duties of CEERI/CSIR in this respect, as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time with regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
23. EPF Contribution : Contractors taking part in this tender process must be registered with the EPF authorities. In support of this, a copy of the EPF Registration Certificate must be submitted alongwith cover of the Tender without which the tender / offer will not be considered. Those Contractors who are not registered with EPF authorities will have to obtain such Registration Number/Code Number from EPF authorities within ten days from award of Contract. It shall be the responsibility of the Contractor to deposit EPF contribution with concerned authorities within the stipulated time as per rules.
24. That the Contractor shall submit the proof of having deposited the amount of contribution claimed by him on account of EPF towards the persons deployed at CEERI (CSIR) buildings in their respective names before submitting the bill for the subsequent month. In case the Contractor fails to do so, the amount towards EPF contribution will be withheld till submission of required documents. The Contractor has to deposit the EPF contribution and he has to ensure that all the workers have been given EPF Account Number within 01 month from the date of deployment.
25. The Contractor shall take all reasonable precautions to prevent any unlawful activity, riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of person and property of CEERI (CSIR).
26. That the Contractor shall deploy his persons in such a way that they get weekly rest and the working hours/leave for which the work is taken from them, do not violate relevant provisions of the Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he

shall without prejudice to any other liability pay to the Director of the Institute a sum as may be claimed by the CEERI (CSIR).

27. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Institute and ensure that no such person shall create any disruption/hindrance/problem of any nature in the Institute either explicitly or implicitly.
28. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and/or loss/damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
29. The security deposit will be refunded to the Contractor after three months of the expiry of the contract only on the satisfactory performance of the contract.
30. That the Contractor shall keep the CEERI (CSIR) indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CEERI(CSIR) is made party and is supposed to contest the case, the CEERI(CSIR) will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CEERI(CSIR) on demand. Further, the Contractor shall ensure that no financial or any other liability of any nature whatsoever comes on CEERI(CSIR) in this respect and shall keep CEERI(CSIR) indemnified in this respect.
31. The Contractor shall further keep the CEERI(CSIR) indemnified against any loss to the CEERI(CSIR) property and assets attributable to the Contractor or his employees. The CEERI(CSIR) shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.
32. The Contractor shall get the antecedents of his personnel verified through Police channels and the verification reports made available to CEERI(CSIR).
33. That if any damage is caused to the property of the Institute due to negligence of personnel deployed by him the cost of such damage shall be recovered from the bill(s) of the Contractor.
34. That payment on account of enhancement/escalation of charges on account of revision in wages by the appropriate Govt. from time to time shall be payable by the CEERI(CSIR) to the Contractor.
35. That the CEERI(CSIR) shall reimburse the amount of Service Tax, if any, paid by the Contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the Contractor.

36. Income Tax and other dues as applicable from time to time by the Govt. shall be deducted at source from the monthly bills of the Contractor.
37. During the period of agreement the contract may be terminated by the Director, CEERI, Pilani by giving one calendar month's notice.
38. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration of DG, CSIR or his nominee.
39. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director-General, CSIR shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of the agreement and the persons so appointed shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
40. The Arbitrator may give interim award and/or directions, as may be required.
41. Subject to the aforesaid provisions of Arbitrator & Condition Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
42. **The Earnest Money Deposit amount of Rs. 50,000/-** is liable to be forfeited and award/ Work Order shall be treated as cancelled, if the Contractor selected for the work fails to sign the formal agreement within 10 days from the date of information about their tender being accepted or otherwise fails to start work within a period of 10 days from the date of award/work order.
43. All the Contractors please note that the quotations will be cancelled in the event of any of the following:
 - a. If the Contractor does not quote rates for all the 04 categories.
 - b. If the Contractor quotes less than the minimum wages as prescribed by Govt. of India in the respective categories.
 - c. If the Contractor gives any conditional tender.
 - d. If any extra remark is made in the schedule page.

Validity of Offer

1. The offer will be kept valid for acceptance for a period of 90 days from the date of tender, however, it is extendable on mutual consent.
2. The period of carrying out the work will be One year or (extendable for another One year on the discretion of the Director subject to satisfactory performance) or less than that depending upon the performance, unless terminated earlier at the option of Director, CEERI or on the happening of any of the circumstances as mentioned below :
 - a) The contract is extendable for another one year on the discretion of the Director. If, Director, CEERI terminates the contract for any reason whatsoever on giving at least one calendar month's written notice.
 - b) If the Contractor fails or neglects to render the said service or any of them to the satisfaction of Director, CEERI or if the Contractor commits breach of any of his obligation hereunder

And/or

- c) If the business of the Contractor is wound up or dissolved or if any receiver is appointed or attachment is leveled in respect of any of its properties and assets.
 - d) The Contractor however will have to give three months notice for discontinuing his work.
3. Before tendering for the above work the bidder(s) should inspect the site to fully acquaint himself about the condition with regard to number of persons to be deployed, nature of job to be performed, accessibility of site, nature and extent of ground, working condition at site etc. required for the satisfactory execution of the work. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.
4. Any compensation for disengagement on account of death, disability of any worker provided for deployment in CEERI, even if such disability manifests after the termination of the contract shall be the Contractor's exclusive liability.
5. The Contractor shall not sublet this contract or any part thereof to any other party.
6. The Contractor or workers engaged by him will not be on the payroll of the CEERI and will not be entitled to any benefit as applicable to the employees of CSIR/CEERI.
7. The decision of the Director, CEERI, regarding any dispute whatsoever arising out of the contract will be final and binding on the Contractor.
8. The Contractor has to execute an agreement on Rs.100/- Non judicial Stamp Paper for award of contract within 10 (ten) days of award of contract.
9. EMD of unsuccessful bidder(s) will be refunded within two months from the date of opening of the tender. Tenders without earnest money will not be considered. Earnest money shall be forfeited, if the successful bidder(s) fails to start the work within 10 days from the date of receipt of award letter.
10. The Security deposit will be required to be furnished within 10 days from the date of award of contract. Security deposit will be refunded to the Contractor after three months of expiry of the contract only on satisfactory completion of the contract.
11. The Director, CEERI reserves the right to accept or reject any quotation without assigning any reasons.

12. In case integrity, character and behavior of any of the contractor's worker is found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer of CEERI.

PART – I shall contain

1. Earnest money of Rs.50,000/- by way of Demand Draft in favour of Director, CEERI, Pilani.
 2. No relation certificate .
 3. Registration Certificate from Rajasthan Govt./any State/U.T., as per provisions of Contract Labour (R & A) Act, 1970, EPF registration certificates etc. Tenders without these documents shall be summarily rejected.
 4. The bidder must provide his Address, Bank Account Number , Telephone/Mobile Number/ along with Part.I
 5. At least One year experience in providing manpower for Special and otherwise services to Govt./Semi Govt. or well known private organizations (please provide supporting documents,)
 6. Registration Certificate from EPF/ESI/Service Tax authorities.
 7. The tenderer must furnish the last six months Bank statement of the company account.
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