

CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
Pilani (Rajasthan)
(website : www.ceeri.res.in)

TENDER DOCUMENTS

No. (1)/Misc.2010-E.III

Date: 21.01.11

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

C O N T E N T S

Sl. No.	Description	Page No.
1.	Contents	1
2.	NIT and Nature of Job	2-3
3.	Financial Bid (Schedule)	4-5
4.	Terms and Conditions	6-9

NOTE:

Tenders should confirm that they have received all the above papers/documents. The nature of jobs requirement can be seen personally by the tenderer. Receipt No. of money deposited as tender fees with the office must be quoted.

Tender issued to : M/s _____

Telephone/Mobile No. _____

e.mail _____

CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
Pilani (Rajasthan) –333031

No. (1)/Misc.2010-EIII

Date: 21.01.11

NOTICE INVITING TENDER

Sealed tenders are invited from registered contractors/Firms of appropriate class having work experience of the similar work fulfilling of following requirements. The tenders will be issued to only those firms who submits the documentary evidence of the following.

- 1 At least one year experience in providing labour/manpower services to Govt./Semi Govt. or well-known private organizations (please provide supporting document).
- 2 Registration Certificate from concerned authority under CL (R&A)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, time for completion and tender cost for the work are given below:

Name of work	Estimated Cost	Earnest Money Rs.	Tender Cost Rs.	Completi on period
Providing man power for special services & other miscellaneous services on Labour contract basis - (total 15 workers)	7,23,840/-	20,000/-	500/-	One year

Tender documents can be obtained from the office of Administrative Officer between 9.30 AM to 5.00 PM from 25.01.11 to 08.02.11 on any working day on payment of non-refundable tender cost. Tenders will be received up to 3.00 PM on 09.02.11 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 to reject the lowest tender without assigning any reasons.

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

Administrative Officer

CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
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Pilani (Rajasthan)
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NOTICE INVITING TENDER NO.....//Adm. dated 21.01.2010

Competitive sealed tenders are invited from financially sound parties in the prescribed format by the Director, CEERI, Pilani for awarding work of **providing man power for special services and other miscellaneous services on Labour contract basis**, at CEERI, Pilani by unskilled/semi-skilled/skilled /highly skilled workers with effect from **01.03.11** 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 (Turners/Fitters) for central workshop required for completing jobs for time targeted R&D Projects. The manpower must be I.T.I. trained with trades like turners/fitter 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 from time to time on need basis in each of the above categories. The tenure for these workers may be for a minimum period of one month or it may be extended for any further period up to agreement period depending upon the need and the performance of the worker. The numbers of unskilled/semi-skilled/skilled/highly skilled workers to be supplied may vary from time to time. Workers possessing 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 category	- 200/-	(03 Technicians)
2. Skilled category	- 170/-	(Clerk-02, Record Keeper-02)
3. Semi Skilled Category	- 140/-	(Cook-01, Helper-03)
4. Unskilled category	- 120/-	(Attendent-02, Wash Boy-02)

Total Manpower – 15 (Fifteen)

The Contractor should fulfill the following requirements:

1. At least one year experience in providing labour/manpower 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.
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. Designate a local representative at Pilani for ensuring satisfactory fulfillment of contractual obligations.

Tender Fee of Rs.500/- (Non refundable): Demand Drafts in the name of Director, CEERI, Pilani or may deposit cash with cashier, CEERI, Pilani at the Institute for purchase of tender document. Director, CEERI reserves the right to accept or reject any or all-tender bids without assigning any reason whatsoever and his decision will be final and binding on all the parties.

Cover-I shall be superscribed as 'Earnest Money Deposit' and shall contain the EMD of Rs.20,000 Demand Drafts in the name of Director, CEERI, Pilani. Complete tender may be submitted to this office **on or before 09.02.2011.**

Cover-II should be superscribed as "Financial Bid" and should contain only the contractor's quoted charges in the enclosed format. Cover-II will be opened only if the Institute is satisfied with the proof of EMD, which will be opened first. Corrections, overwriting or erasing should be avoided in the financial bid. Bids containing erasing, corrections, overwriting and unsigned bids will be summarily rejected.

Both the **Cover I** and **Cover II** may be placed and submitted in another sealed cover superscribed "Tender for special services & other miscellaneous services on Labour / manpower Contract basis", and addressed to the Director, CEERI, Pilani (Raj.)

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.50000 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 have its validity / maturity period of more than 15 months from the date of award of Work.**

Before submitting the tender please go through all the terms and conditions on which the work will be awarded and to be 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 08.02.2011 and the duly completed tenders may be submitted in a sealed cover, superscribed "Tender for special services & other miscellaneous services on Labour/Manpower contract basis", addressed to the Director, CEERI, Pilani upto 3.00 PM on **09.02.2011. Bids will be opened on same day at 3.30 PM.**

Administrative Officer

Encl. As above.

PART –II (Financial Bid)
Schedule

From:

To

The Director,
CEERI, Pilani

Sir,

Ref : Your Notice Inviting Tenders No Dated

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 Rajasthan State/ 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 etc. 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 worker</u>
Minimum Wages	Rs. _____	Rs. _____	Rs. _____	Rs. _____
EPF 12%	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Bonus 8.33%	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Service tax @ 10.30%	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Service charges **	Rs. _____	Rs. _____	Rs. _____	Rs. _____
Total	Rs. _____	Rs. _____	Rs. _____	Rs. _____

Grand Total

(Lump Sum 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 receiving the award of contract, I/We will deposit a sum of **Rs.50000** as **Security Deposit** by way of **Bank Guarantee or Fixed Deposit Receipt /DD** in favour of **Director, CEERI, Pilani.**

Yours faithfully,

Place :

Signature :

Date :

Name :

Seal :

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

- a. If the contractor does not quote rates in 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/Job contract basis”** at CEERI, Pilani, Rajasthan are as follows.

2. The tenders will be finalized considering the lowest prices including service charge quoted by the Contractor by making one year Labour rate calculation considering that all 15 workers as per NIT are working.
3. 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).
06 days in a week, excluding Institute’s holidays.
4. On award of work, the Contractor shall obtain the necessary license under the Contract Labour (Regulation and Abolition) Act, 1970 within a month, at his own cost and comply with the provisions of the act and the rules made there under by the Government from time to time failing which the Institute will stop the payment of bills submitted by the Contractor forthwith.
4. The persons deployed by the contractor for the services mentioned above 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, shall a relationship of employer and employee between the said persons and the CEERI(CSIR) shall accrue/arise implicitly or explicitly.
6. 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.
7. That the concerned supervisor of the Institute or any other persons authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their assigned duties.
8. 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 riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the CEERI(CSIR) in this respect. Further the contractor shall immediately replace the particular person so deployed on the demand of the Director of the Institute or his nominee in case any of the aforesaid acts on the part of the said person.
9. That the contractor shall carefully and diligently perform the work assigned to him in consultation with the Institute.
10. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

11. That the contractor shall submit details such as, names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the CEERI(CSIR). For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/identification etc. and such employees shall display their identity cards on their person at the time of duty.
12. That the contractor shall be liable for payment of wages and all other dues of his employees deployed by him which they are entitled to receive under the various labour laws and other statutory provisions.
13. 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.
14. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR indemnified from 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 provision. 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.
15. 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 officers of CEERI/CSIR.
16. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the 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 in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wage slip, publications of scale of wages and terms of employment, inspection and submission of periodical returns.
17. 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. Contractor has to deposit the EPF contribution and he has to ensure that all the employees have been given EPF No. immediately.

18. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CEERI (CSIR).
19. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of 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 filling any statement under the provisions of the said regulations and rules which is materially incorrect, they shall without prejudice to any other liability pay to the Director of the Institute a sum as may be claimed by the CEERI (CSIR).
20. 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/hindrane/problem of any nature in the Institute either explicitly or implicitly.
21. 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.
22. 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.
23. 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 comes on CEERI(CSIR) in this respect of any nature whatsoever and shall keep CEERI(CSIR) indemnified in this respect.
24. 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.
25. The contractor shall get the antecedents of his personnel verified through Police channels and the verification reports made available to CEERI(CSIR).
26. 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).

27. That payment on account of enhancement/escalation 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.
 28. 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.
 29. During the period of agreement the contract may be terminated by the Director, CEERI, Pilani by giving one calendar month's notice.
 30. 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 to DG, CSIR or his nominee.
 31. 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 the reference from the stage at which it was left by his predecessor.
 32. The Arbitrator may give interim award's and/or directions, as may be required.
 33. Subject to the aforesaid provisions the 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.
 34. The Earnest Money Deposit amount of Rs.20,000/- is liable to be forfeited and Work Order shall be treated as cancelled, if the contractor(s) 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 order.
 35. All the Contractors please note that the quotations will be cancelled in the event of following:
 - a. If the contractor does not quote rates in 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.
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