

ELECTRONICS CORPORATION OF INDIA LIMITED
CORPORATE PURCHASE

PHONE NOS. 27121320/27182208/27186830

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TENDER
FOR
APPOINTMENT OF MANPOWER AGENCY FOR PROVIDING OF SKILLED, SEMISKILLED & UNSKILLED LABOUR TO ECIL

BIDDER CAN DOWNLOAD THE TENDER DOCUMENT. HOWEVER, WHILE SUBMITTING THE BID THE BIDDER HAS TO SUBMIT A DEMAND DRAFT FOR Rs.2000/- PAYABLE AT HYDERABAD IN FAVOUR OF "ECIL" TOWARDS TENDER FEE.

"ECIL IS COMMITTED TO A CORRUPTION FREE WORK ENVIRONMENT." All the purchase and contract commitments of ECIL will be honoured without the citizen having to pay any bribe. In case any person demands any bribe, as responsible citizen inform the matter to the Chief Vigilance Officer, (E-mail:cvo@ecil.co.in), ECIL, Hyderabad.

TERMS & CONDITIONS

TENDER NOTICE No.ECIL:CP:MPS:PT-120/14-15
DATE: 17.09.2014

DUE DATE: 10.10.2014
TIME: 14.00 hours

1 GENERAL TERMS:

Electronics Corporation of India Limited (ECIL), a Government of India Enterprise intends to appoint Manpower Agencies (MPA) for providing of SKILLED, SEMISKILLED & UNSKILLED labour to all Groups / Divisions/ Units of ECIL for doing various jobs.

SCOPE

- 1.1 The contract will be awarded for a period of one year. The contract may be extended upto one more year on mutual consent with same rates, terms and conditions. Approximate value of tender is Rs.11.00 crores per annum.
- 1.2 The intending bidders (MPA) should submit their bids in two parts namely, Part 1.Techno-commercial Bid, Part 2. Price Bid.
- 1.3 The Techno-Commercial and Price bids should be submitted simultaneously in two separate sealed covers "TECHNO-COMMERCIAL BID" and "PRICE BID" superscribed on the respective covers alongwith Tender Notice number, Date and Due Date.
- 1.4 The two sealed covers containing the Techno-Commercial Bid and Price Bid are to be kept in a separate cover and sealed again and superscribed with the Tender Notice number, Date & Due Date. Bids not in accordance with the above will be liable for rejection.
- 1.5 Bids will not be considered if received after the due date and time. Bids should reach DGM, Corporate Purchase, ICD Building, ECIL, ECIL Post Office, Hyderabad-500062 on or before the due date and time specified. ECIL will not be responsible for late delivery for any reasons whatsoever and also due to wrong or improper address.
- 1.6 E-mail / Fax Bids will be liable for rejection.
- 1.7 Bids received after the due date and time will be liable for rejection.
- 1.8 Request for extension of due date will generally not be considered. However, ECIL, at its sole discretion, may extend due date and will notify through ECIL web site only i.e. www.ecil.co.in
- 1.9 ***Pre bid meeting will be held at ECIL, ICD Conference Hall, ICD Building ECIL, post, Hyderabad – 500062 on 24.09.2014 at 14.00 Hrs for providing clarifications to the bidders.***
- 1.10 During technical evaluation, Bidder (MPA) shall visit ECIL, Hyderabad, if requested, for techno-commercial discussions, with a notice period of 2 days.
- 1.11 Bidder (MPA) should provide their contact details and also name of the contact person with Mobile / Land Line Telephone Number and E-mail ID.
- 1.12 Bidder (MPA) should confirm in the Techno-commercial Bid that
 - (i) All terms and conditions given in the tender documents have been understood and accepted without any qualification.
 - (ii) Prices have been quoted against each line of entry of the tender. Failure to provide the above confirmations in the techno-commercial bid would render the bid liable for rejection.

Cont...2

- 1.13 ECIL reserves the right to accept the bids in full or in part or cancel the tender in its entirety at its sole discretion.
- 1.14 Bidder (MPA) should sign and affix the seal on all pages of the tender document and include this in the Techno-commercial bid.
- 1.15 Before finalizing the tender the committee or subcommittee formed at ECIL shall be allowed to visit and verify the firm physically.
- 1.16 Clarifications on this tender notice, if any, can be obtained in writing before submitting the bids only from: Shri N. Nageswara Rao, DGM (CP) / Shri P.Venkateswarlu, PM (CP), Tel No. (O) 040-27121320, 040-27182208 & 27186830, E-mail ID: corppur@ecil.co.in only. Clarifications obtained, otherwise, would not be binding on ECIL.
- 1.17 The Techno-commercial bid submitted by the bidder should be accompanied with duly filled and signed eligibility criteria form as given in Annexure - A. The Techno-commercial bid received without signed eligibility criteria form will be summarily rejected and if eligibility criteria do not fulfill, the bid will be liable for rejection.
- 1.18 Tender Fee: Intending bidders can download the tender document from ECIL website www.ecil.co.in or www.tenders.gov.in. Demand Draft for Rs.2,000/- (non-refundable) towards the tender fee, drawn in favour of 'Electronics Corporation of India Limited, Hyderabad' and payable at Hyderabad, on any Scheduled Bank, should accompany the Techno-commercial bid format, failing which the bid will be rejected. Tender fees would not be refundable.
- 1.19 Bids should be addressed to and deposited at tender box located at the office of Deputy General Manager (Corporate Purchase), ICD Building, Electronics Corporation of India Limited, ECIL P.O, Hyderabad – 500 062, Telephone No. 040-27121320 (or) 040-27182208 (or) 040-27186830 before the due date and time specified in the tender schedule hereunder:

Tender Schedule	
Place, Date & Time of Pre Bid meeting: ICD conference Hall, ICD Building, ECIL, Hyderabad - 500062 Contact Person: Shri N. Nageswara Rao, DGM (CP), Ph.No. 27182208/ 27121320. Shri P.Venkateswarlu, PM (CP) Ph No. 27186830, ECIL, Hyderabad.	On 24.09.2014 at 14:00 Hrs.
Last Date for submission of suggestions, if any.	On or before 26.09.2014
Corrigendum, if any, to be communicated through ECIL website.	On or Before 30.09.2014
Date & Time for submission of bids	Before 14.00 hrs on 10.10.2014
Date & Time of Opening the Techno-commercial Bid. Tenders will be opened in the presence of Tenderers	At 14.30 hrs on 10.10.2014. Bidders representatives intending to attend the bid opening should submit an authorization letter from the bidder
Date & Time of opening of price bids.	Will be intimated separately to the bidders who have been shortlisted after techno-commercial evaluation.
Place of opening of Techno-commercial bids Corporate Purchase, ICD Building Electronics Corporation of India Limited Hyderabad – 500 062	

2. PART - I: TECHNO-COMMERCIAL BID

2.1 Eligibility Criteria: The bidder's eligibility will be based on following criteria which should be supported with documentary proof:

- i. The Bidder (MPA) should have their office in Hyderabad with good communication facilities like Land Line Phone, Mobile, Fax, Email etc., and it should not be a residence.
- ii. The Bidder(MPA) should have executed a minimum of
 - Three such manpower deployment contracts of each value not less than Rs.40,00,000/- (OR)
 - Two contracts each value not less than Rs.50,00,000/- (OR)
 - One contract not less than Rs.75,00,000/-

During the preceding three years period upto 31.03.2014.Documentary evidence should be enclosed with the bid.

- iii. The Bidder's (MPA) should have supplied UNSKILLED, SEMI-SKILLED and SKILLED manpower to any registered company (minimum of 22000 mandays each year) during preceding three financial years upto 31.03.2014.
 - iv. The Bidder (MPA) organization should be a profit making one in the preceding three financial years (upto 31.03.2014). The Bidder (MPA) should have a minimum turnover of Rs.33crores per year in the last three financial years (upto 31.03.2014). Bidders (MPA) should submit their audited Balance sheet and Profit & Loss accounts for the last three years (upto 31.03.2014) alongwith the bid. Networth of the bidder should be a positive in the last three financial years.
 - v. The Eligibility Criteria Form, as per Annexure - A should be duly filled, signed and submitted along with the Techno-commercial bid and to be placed on the top of Techno-commercial bid with clear identification / marking for immediate reference / scrutiny.
- 2.2 SKILLED, SEMISKILLED & UNSKILLED manpower are to be provided by MPA as indicated in Annexure - C. Depending on the assignment given to the deputed persons they have to work in different Groups/Divisions/units of ECIL. Functionally, the deputed persons will report to the Incharge, Personnel Cell of concerned division of ECIL. The MPA should be able to supply required manpower to ECIL, (Hyderabad, Tirupati, Visakhapatnam and any other places in future).
- 2.3 Techno-commercial bids should be furnished strictly as per format in Annexure - D.
- 2.4 Details of Categories of appointment & essential qualification and experience of manpower is as per Annexure - B.
- 2.5 The candidate on reporting at the place of deployment should furnish Medical Fitness Certificate issued by Registered Medical Practitioner and Police Verification Certificate issued by police commissionerate. Police Verification Certificate issued more than three months before the commencement of contract should not be considered. SKILLED, SEMISKILLED labour should not be more than 45 years in age and UNSKILLED labour should not be more than 40 years in age. However, in case of 30% of required UNSKILLED labour, age relaxation upto 58 years will be considered. Proof of age (Photocopy) will be provided by the bidder.
- 2.6 The manpower provided should be in good health and proper eyesight and should be prepared to do the work entrusted by ECIL.

Cont...4

- 2.7 ECIL reserves the right to reject the manpower even after engaging them if they do not conform to the required qualifications and/or skills. The qualifications for SKILLED & SEMISKILLED labour should be as given in Annexure - B. Sole decision in this regard rests with ECIL and shall be binding on the successful bidder.
- 2.8 ECIL reserves the right to instruct the MPA to terminate the services of individual candidate or all candidates deployed.
- 2.9 The successful bidder shall enter into an agreement with ECIL.
- 2.10 Wherever the manpower deployed leaves the assignment mid-way, appropriate replacement shall be provided the next day, failing which a penalty will be levied as per Clause No.11.
- 2.11 Before signing the agreement successful Bidder shall submit valid Licence from the appropriate Department of Labour as a proof of permission to supply manpower.
- 2.12 The MPA should deploy the requisitioned strength of manpower as specified in Annexure -C and for specified period including for short duration, from time to time.
- 2.13 The MPA should be able to deploy the number of manpower as per requirement from time to time.
- 2.14 The manpower to be deployed should be essentially local candidates.
- 2.15 The services of each selected person shall be for a period specified by ECIL from time to time. The manpower shall be made to clearly understand by the MPA that their deployment with ECIL is on Contract basis and shall cease on completion of period specified by ECIL and shall revert to their employer i.e. MPA, automatically.
- 2.16 The Contractor (MPA) should confirm in writing that they have informed their manpower of the temporary contract nature of engagement with ECIL. contractor should obtain undertaking from each member of the manpower deployed that they have understood the temporary nature of the engagement and shall revert to their employer and cannot claim permanent employment at ECIL by whatever means.
- 2.17 The Contractor (MPA) should indemnify ECIL against all claims including claim for permanent employment on behalf of the personnel deployed by them.
- 2.18 The Contractor (MPA) is liable to pay the consolidated remuneration, other entitled benefits subject to deductions, if any, to the personnel deployed, as and when due, as per statutory payments in Annexure - E. The bidder (MPA) cannot raise any issues as to the non-applicability of the statutory provisions in arriving at the payments as per Annexure-E and shall invariably effect said quantum of payment despite non-applicability of such provisions to the contractor.
- 2.19 If the Contractor (MPA) commits a default, ECIL is entitled to recover the amounts payable to the Manpower deployed along with penalty, from the bills payable to MPA or by invoking Bank Guarantee submitted by MPA towards security deposit, and/or by invoking Risk Purchase Clause and/or other means.
- 2.20 Any recurrence of such defaults by contractor (MPA) will be considered as 'breach of contract'. ECIL reserves the right to terminate the contract, on such events without giving any formal notice.

- 2.21 The Contractor (MPA) should ensure that the manpower is deployed for that day's wage and ECIL would reserves the right not to allow such manpower into the factory in future on lapse of the contract period on "as need basis", at any place in the Groups, Divisions, Units on the terms and conditions agreed with ECIL by the contractor (MPA).
- 2.22 The manpower, so deployed should work on all working days and during working hours of ECIL i.e. 8.30 Hrs to 16.30 Hrs as required by the company. They should also work beyond normal working hours and on Holidays / Sundays depending on the exigencies of work.
- 2.23 The Contractor (MPA) should undertake to deploy suitable substitutes in place of absentees immediately.
- 2.24 The Contractor (MPA) should monitor the attendance and performance of the manpower so deployed on their own through their supervisor.
- 2.25 Work shall be carried out as per instructions of ECIL.
- 2.26 The Contractor (MPA) shall be solely responsible and liable for compliance of all labour laws and other statutory obligations including towards Gratuity, PF, ESI, Bonus, Insurance, etc.,. The contractor (s) should remit PF contributions directly to PF office at Barkatpura.
- 2.27 Labour should be suitably attired for factory environment. Shabbily dressed manpower will not be allowed. The contractor (MPA) should provide employment card and separate identity card with green colour lanyard to identify labour easily. The labour should display the Id card prominently at all times in ECIL. Anyone found in breach of this requirement will be summarily sent out of ECIL and will not be eligible for that day's wages. ECIL would reserve the right not to allow such manpower in ECIL in future.

3 VALIDITY OF BID:

Bids shall be valid for a minimum period of 90 days from the date of opening of price bids.

4 EARNEST MONEY DEPOSIT (EMD):

- 4.1 Techno-commercial bid shall be accompanied by an interest-free EMD amount of Rs.22,00,000/- as specified in Annexure - C through crossed Demand Draft, drawn on any Scheduled Bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad (or) a Bank Guarantee, issued by a Scheduled Bank as per format in Annexure - F, valid for a minimum period of 90 days from the date of tender closing date.
- 4.2 EMD will be refunded to the un-successful Bidder (MPA) within 60 days from the date of finalization of contract on this tender.
- 4.3 EMD will be refunded to successful Bidder (MPA) within 60 days of receipt of Performance Bank Guarantee-cum-Security Deposit and signing of Agreement.
- 4.4 If EMD is furnished through Demand Draft, the Bidder (MPA) shall furnish name of the Bank, Branch, Type of Account and Account number in Techno - Commercial bid for refund of EMD.

Cont...6

- 4.5 Upon award of contract, if the successful Bidder (MPA) fails to furnish Performance Bank Guarantee-cum-Security Deposit as per Contract terms within the stipulated period of 14 days, EMD will be forfeited and contract will be terminated, without further notice, in addition to invoking Risk Purchase Clause.
- 4.6 If the Bidder (MPA) revokes, withdraws and modifies the Bid after the due date and within the validity period of the Bid, EMD will be forfeited.
- 4.7 Bids not accompanied by EMD will be liable for rejection.
- 4.8 Bids submitted with counter conditions will be liable for rejection.

5 PERFORMANCE BANK GUARANTEE (PBG)-CUM-SECURITY DEPOSIT:

Successful Bidder(MPA) should furnish Performance Bank Guarantee–Cum–Security Deposit @ 5 % of the total Contract value as per assessment of ECIL valid for entire duration of contract period including the extended period of contract considered, if any, issued by a Scheduled Bank, within 14 days of award of contract towards Security Deposit & performance of the contract. The PBG shall be extended from time to time, as demanded by ECIL, to cover the intended obligation. PBG shall be submitted in the Format as per Annexure - G.

6 SCHEDULE FOR PROVIDING / SUPPLY OF MANPOWER:

The Contract would be awarded for a period of one year. The contract may be extended at the discretion of ECIL upto one more year on mutual consent at the same rates, terms and conditions.

7 PRICES:

- 7.1 Bidder (MPA) should submit the bid indicating clearly basic price against each line of entry of the price bid format. Prices and Taxes shall be indicated separately against each line of entry as per price bid format (Annexure – E).
- 7.2 Prices/values should be indicated both in figures and words. In case of variation between the values given in figures and words, the value in words will be considered for evaluation. No request for change will be entertained thereafter.
- 7.3 Prices shall be quoted excluding taxes. The types of taxes and applicable rates should be furnished in the price bid.
- 7.4 Un-priced Price bid, as per Annexure - E, but indicating applicable taxes and tax rates, with endorsement that prices have been quoted in the price bid strictly as per the format, should be furnished as part of Techno-commercial Bid.
- 7.5 No revision of agency commission rates and any other charges as per Annexure – E will be entertained till completion of the contract, including extension period, if any.
- 7.6 Statutory deductions, including TDS as per IT Act will be made from the bills payable to the contractor (MPA).

8 INSPECTION & ASSESSMENT:

ECIL reserves the right to inspect Bidder's (MPA) premises for assessment of ability and credentials in respect of nature and quantum of business claimed etc. The assessment made and consequent decision of ECIL on bidder's suitability for the tender scope shall be final and binding on the bidder.

9 TERMS OF PAYMENT:

- 9.1 The MPA should ensure to make payment to the manpower deployed on or before 5th of every month, irrespective of payment of bidder bills by ECIL, only through Bank remittances and submit the copies of the receipts along with the bill. MPA should submit the bills to division concerned in ECIL, Hyderabad, duly certified by the respective personnel incharge of the division for the manpower deployed, on monthly basis. Payment will be released by ECIL after 60 days from the date of receipt and acceptance of MPA's duly certified bill complying with all statutory obligations. Proof of payment of PF and ESI contributions, made by name of individuals engaged for this work will be submitted to the ECIL authorities before releasing payment.
- 9.2 ECIL shall not be held responsible for delay in payment due to the contractor's delay in submitting the bills in compliance with the terms of the contract.
- 9.3 ECIL will make payments to contractor (MPA), after effecting all applicable deductions, taxes and penalties.
- 9.4 No advance payments will be considered.

10 DOCUMENTATION:

- 10.1 Original Tax Invoice should be drawn in triplicate, all ink signed, favouring ECIL Hyderabad, duly certified by personnel in-charge, ECIL, Hyderabad, with endorsement that the "Service provided is satisfactory" before processing payment by accounts department.
- 10.2 Tax Identification Numbers of both MPA and ECIL, shall be indicated. Rate and quantum of taxes should be shown separately in the invoice. The invoice should facilitate availment of input tax credit by ECIL. If ECIL is unable to avail input tax credit due to incomplete documents submitted by the contractor, the taxes will be recovered from the bills of the contractor.

11 PENALTIES:

- 11.1 Penalty will be levied on the contractor (MPA) and recovered @ Rs.200/- per day per candidate for not providing the manpower either on initial deployment or as replacement subsequently. No wages will be paid for the day of absence.
- 11.2 This penalty is in addition to the imposition of Risk Purchase Clause.

12 RISK PURCHASE:

- 12.1 In the event of contractor's (MPA) failure to provide the manpower as per contract terms and conditions, ECIL reserves the right to proceed to deploy the manpower from alternate sources in which event the contractor (MPA) will be liable to bear the extra expenditure incurred by ECIL for making alternate arrangements.
- 12.2 All such costs will be recovered from bills / payables (or) by invocation of Bank Guarantees (or) through other means of law. The decision of ECIL will be final and binding on the contractor (MPA).
- 12.3 ECIL reserves the right to invoke risk purchase clause:
 - i) When successful bidder (MPA) failed to provide Performance Bank Guarantee as per terms of RFQ.

- i) When the penalty for non-compliance exceed penalty 1% for 2 months in a consecutive 4 months period
- iii) In the event of assigning the contract in part/full to any third party.

13 AWARD OF CONTRACT:

- 13.1 ECIL reserves the right to enter into a similar contract with any other MPA by splitting the work to engage such manpower required by ECIL from time to time and the Bidder (MPA) shall not have any grievance or claim any sole right to provide such manpower.
- 13.2 ECIL reserves the right to award the Contract for lesser period than indicated.
- 13.3 ECIL reserves the right to give requisition of Manpower to MPA as per requirement and in phases.
- 13.4 Evaluation of bids will be done by the committee. The price bids of technically qualified bidders will be opened and the lowest rate quoted will be taken as L-1 rate. In case contract is awarded to four parties, the L-1 will get 40% and L-2 will get 30%, L-3 will get 20% and L-4 will get 10%. Similarly, if contract is awarded to three parties, the L-1 will get 50%, L-2 will get 30% and L-3 will get 20%. If contract is awarded to 2 parties, the L-1 will get 70% and L-2 will get 30% subject to matching L-1 rate.

14 ARBITRATION:

- 14.1 Every effort shall be made to settle all the disputes or differences arising during the execution through mutual discussions.
- 14.2 Unresolved disputes, if any, arising out of or in connection with the proposed contract shall be referred to Arbitration. The provisions of Arbitration & Conciliation Act 1996 shall apply. The Sole Arbitrator will be appointed by the Director (P) of ECIL. The decision of the Arbitrator shall be final and binding on both the parties. The parties shall not assail the arbitration award in any court of law.
- 14.3 The venue for Arbitration proceedings shall be at Hyderabad.
- 14.4 **Jurisdiction of Court:** Courts in GHMC (Kapura Circle limits) Hyderabad, Telengana State only shall have exclusive jurisdiction.

15 ASSIGNMENT:

- 15.1 In the event of awarding contract, MPA shall not outsource / assign any obligations thereof, either in whole or in part, to any third party.
- 15.2 If the contractor (MPA) fails to comply with terms and conditions of contract, ECIL reserves the right to cancel the contract and to invoke Risk Purchase Clause apart from other legal recourse.

16 TECHNICAL BID EVALUATION CRITERIA:

- 16.1 Office Premises: The Bidder (MPA) should have their office in Hyderabad with good communication facilities and office should be in operation for a minimum of two years on the due date of the tender.

- 16.2 The Bidder (MPA) shall have a dedicated office, either owned or leased, and not the residence of an individual. Bidder should attach copies of the following documents as proof:-
- (i) Full postal Address of the Office.
 - (ii) Landline Telephone bills of the Office.
 - (iii) Municipality / Corporation / Local Body Tax receipt (If the bidder is owner of the premises).
 - (iv) Copy of title deed of the ownership or lease agreement with premises owner, if the bidder's (MPA) office is rented/leased; in case of leased office, the tenure of the lease should be for a minimum period of 2 years from the due date of the tender.
 - (v) Trade License or other document issued by Government / Statutory authority, indicating the name and address of bidder's office and nature of business relevant to the scope of the tender.
- 16.3 Proof of completion certificates: Bidder should furnish copies of completion certificates pertaining to the preceding three years, 2011-12, 2012-13 & 2013-14. The value of completion certificates should be as per clause 2.1(ii) in eligibility criteria.
- 16.4 Track Record: The bidder(MPA) should have executed minimum of three such manpower deployed contracts of each value not less than Rs.40,00,000/- (OR) two contracts of each value not less than Rs.50,00,000/- (OR) one contract not less than Rs.75,00,000/-
- 16.5 The bidder (MPA) should have supplied minimum 22000 mandays of SKILLED, SEMISKILLED and UNSKILLED Manpower for each year in preceding three financial years upto 31.03.2014 to any registered company. Copies of contracts/orders and successful Execution / Completion Certificates should be attached as proof. Name and addresses of Customers on such successful completion with contact person telephone number, Mobile Number, E-mail ID etc. should be furnished.
- 16.6 Financial Capacity of the Bidder: The bidder's (MPA) agency should be a profit-making organization in previous three financial years i.e. 2011-12, 2012-13 and 2013-14 and should have minimum annual turnover of Rs.33Crores per year in 2011-12, 2012-13 and 2013-14. Bidder (MPA) should submit copies of audited Balance sheet, Profit & Loss Account towards proof of turnover and profit/loss for the years (2011-12, 2012-13 and 2013-14).
- 16.7 Bidder (MPA) should attach copy of Service Tax Registration Certificate.
- 16.8 Bidder (MPA) should attach copy of IT clearance certificate / Returns of IT for the year 2011-12, 2012-13 and 2013-14.
- 16.9 The Bidder (MPA) must be a Proprietor / Registered Company / Partnership firm. Copy of relevant proof issued by statutory authority should be furnished with the techno-commercial bid.
- 16.10 Compliance in respect of Clause Nos.16.1 to 16.9 is mandatory. This has to be indicated by filling eligibility form as per Annexure - A. Only bidder providing proof of satisfying these criteria will qualify in the techno-commercial bid evaluation.

17 Affidavit for non-prosecution:

The Bidder (MPA) should furnish a notarized Affidavit on non-judicial stamp paper of value Rs.100/-, as per the Format at Annexure – H.

18 Safety & Statutory Compliances:

18.1 Bidder (MPA) shall be responsible for all aspects of Safety, health, security, environmental and statutory compliances as per local laws during execution of the work for the manpower so deployed.

18.2 Bidder (MPA) shall undertake to make good all the damages, losses caused to the property / personnel of ECIL or to any third party by any of the manpower deployed.

19 Confidentiality-cum-non-disclosure:

19.1 Bidder (MPA) should agree and undertake on behalf of bidder (MPA) as well as the manpower provided by the bidder (MPA), to keep the proposed contract, when awarded, as absolutely confidential and shall not disclose or provide any information, which may come to bidder's knowledge or passed on to Bidder (MPA) during the execution, to any third party, person or country under any circumstances, without prior written consent of ECIL. In this context, the successful bidder (MPA) should sign a "Non-disclosure Agreement (NDA)" before award of contract in accordance with the compliance statement (Annexure – I).

19.2 If the contract is awarded, bidder (MPA) shall not claim, solicit, reveal, disclose, advertise or publicize through print or electronic media or through any other media including Bidder's (MPA) in-house newsletters, bulletins, magazines or any other publications directly or indirectly for limited or for public circulation, on the scope and execution of the work, without prior written consent of ECIL.

19.3 ECIL reserves the right to prosecute bidder and/or claim damages for non-compliance.

20. Termination of contract: ECIL reserves the right to foreclose the Contract by giving three months notice without assigning any reason whatsoever in the normal circumstances. ECIL reserves the right to foreclose forthwith in case of breach of any of terms & conditions of the contract entered into ECIL. However, the MPA shall be bound to fulfill the contractual obligations even after such foreclosure, to the extent applicable during the period of notice. If the contractor wishes to terminate the contract on his own, he may do so by giving three months written notice on valid ground. In such circumstances, the damages suffered by ECIL to engage alternative sources during unexpired portion of the contract period shall be recovered from the security deposit. If the Security Deposit is not sufficient to cover the loss, ECIL reserves the right to adjust from the amounts payable to the contractor, if any.

21. Responsibility of the Successful Bidder:

21.1 Bidder (MPA) should produce the evidence in respect of having made payments to the Manpower provided as and when called for by ECIL and should maintain and get verified by ECIL all the records towards compliance of statutory obligations on monthly basis including the following records under the provisions of the contract labour (R&A) Act, 1970.

Sl. No.	Details	Rule	Form No.
1	Register of persons employed	75	XIII
2	Employment card	76	XIV
3	Service Certificate	77	XV
4	Muster Roll	78 (I) (a) (I)	XVI
5	Register of wages	78 (I) (a) (iii)	XVI
6	Register of wages cum muster roll (In case wage period is fortnightly or less)	78 (I) (a) (i)	XVIII
7	Register of deductions for damages or loss	78 (I) (a) (ii)	XX
8	Register of Fines	-do-	XXI
9	Register of advance	-do-	XXII
10	Register of over time	-do-	XXIII
11	Wage Slip	78 (1) (b)	XIX
12	Copy of PAN Number		
13	Return to be sent by the bidder to licensing officer	82 (1)	
14	Annual returns of principal employer to be sent to the registering officer.	82 (2)	XXV
15	Notice of commencement/completion	25(ix)	VIA

- 21.2 MPA will be responsible for the safety of their manpower so deployed with ECIL. In case of any accident/injury/loss to any of its staff while on deployment with ECIL, the MPA shall undertake the responsibility for their medical treatment, compensation etc., as required under the law. The bidder (MPA) shall obtain insurance policy to cover the liability in regard to said obligations and shall submit a copy of insurance policy to ECIL.
- 21.3 Except for the duties and responsibilities, specifically agreed to under the proposed contract, ECIL shall not be liable for any other work. MPA will be solely responsible for any activity carried out which is not in accordance with the terms and conditions of the proposed contract
- 21.4 The successful bidder shall indemnify ECIL in full, for the loss/damage to the equipments and instruments provided to the MPA's manpower, due to their negligence or willful damage, as assessed by ECIL.
- 21.5 Before deployment, the bidder (MPA) shall be responsible for arranging Antecedents and Police Verification of Candidates at its own cost. MPA shall be responsible to adhere to security rules and regulations of CISF.
- 21.6 The MPA should undertake to indemnify ECIL for any violation/breach committed either by MPA or their manpower deployed through them, during the period of Contract.

22 Compliance Statement:

- 22.1 Compliance Statement confirming compliance to all the above Clauses of Techno-commercial bids as per Annexure - I and check list as per Annexure - J should be submitted. Without checklist quotation will be liable for rejection.
- 22.2 All pages of this Tender document should be signed and seal affixed by the bidder and submitted along with Techno-commercial Bid.

PART - II: PRICE BID

23 Prices:

- 23.1 Bids will be made as per Price Bid format (Annexure – E).
- 23.2 Price bid should not contain any term or condition or clause except prices.

**(N.NAGESWARA RAO)
DY.GENERAL MANAGER (CP)**

ELIGIBILITY CRITERIA FORM

SL.NO.	ELIGIBILITY CRITERIA	CONFIRMATION /FULFILMENT		
01.	The bidder should have office with all facilities (Phone, E-mail, Fax etc.) in Hyderabad and it should not be residence (proof to be enclosed).	YES/NO		
02.	The bidder should have executed a minimum of three such manpower deployed contracts of each worth not less than Rs.40,00,000/- (OR) two contracts each worth not less than Rs.50,00,000/- (OR) one contract not less than Rs.75,00,000/- during the preceding Three years period upto 31.03.2014.	YES/NO		
03.	The bidder should have supplied to any registered company minimum of 22000 mandays of SKILLED, SEMISKILLED & UNSKILLED manpower during preceding three financial years upto 31.03.2014.	YES/NO		
04.	The bidder's organization should be a profit making one in the preceding three financial years. The bidder should have a minimum turnover of Rs.33 Crores per year in the last three financial years.	TOTAL ANNUAL TURNOVER IN		
		Financial Year	Turn Over	Profit
		2011-12 :Rs		
		2012-13 :Rs		
		2013-14 :Rs		
05.	Pan card (copy to be enclosed)			
06.	Service Tax certificate (copy to be enclosed)			
07.	Income Tax documents (copies to be enclosed).			

SIGNATURE, DATE, NAME & OFFICE SEAL

ANNEXURE – B

CATEGORIES OF APPOINTMENT, ESSENTIAL QUALIFICATIONS & EXPERIENCE

- | | | |
|-----------------------|---|--|
| A) Skilled Labour | : | ITI/10+2/ Diploma/Graduate |
| B) Semiskilled Labour | : | 10 th Class or above Pass Certificate |
| C) Unskilled Labour | : | No Qualification |

- As on 31.03.2014 age should be between 18 to 40 years for UNSKILLED labour and 18 to 45 years for SKILLED, SEMISKILLED labour. However, in case of 30% of required UNSKILLED labour, age relaxation upto 58 years will be considered.
- The SKILLED, SEMISKILLED & UNSKILLED labour should be physically fit to do the entrusted job.
- It is the sole responsibility of MPA to strictly comply with all statutory provisions in force pertaining to the manpower deployed, in regard to the recruitment relaxations / concessions applicable and / or notified by the appropriate Government authorities, in respect of the age, community / caste, class, educational qualifications, percentage of marks, job experience, economical background etc from time-to-time, during the currency of Contract.

(N.NAGESWARA RAO)
DGM (CP)

DETAILS OF MANPOWER REQUIREMENT

Tender No: ECIL: CP: MPS: PT- 120 /14-15

Date: 17.09.2014

Sl. No.	Type of labour	Approximate number of Mandays required for one year	EMD Amount.
1.	Skilled Labour for Hyderabad	35000 Mandays	Rs.22,00,000/-
2.	Semiskilled Labour for Hyderabad	25000 Mandays	
3.	Unskilled Labour for Hyderabad	160000 Mandays	
4.	Semiskilled labour for Tirupati Unit	1000 Mandays	
5.	Unskilled labour for Tirupati Unit	2500 Mandays	
6	UnSkilled labour for Vizag	400 Mandays	

ANNEXURE- D**TECHNO-COMMERCIAL BID**

1	Name of the Organization & Address		
2	Date of Establishment		
3	Company Registration Number & date (Please attach proof from appropriate authority)		
4	Office particulars:		
	Documentary proof to be enclosed	Office Address	
		How old is the office as on tender closing date	
		Telephone No. (land line) Mobile No:	
		Fax No.	
		Email id	
5	Present strength of office staff (Details of manpower grade wise should be furnished).		
6	Payment of wages and deduction fulfilling the statutory payments like PF, ESI.(Proof should be enclosed)		
7	Track Record		
A	Total number of similar orders executed by the bidder in 2011-12 (Please enclose Copies of orders and Job Completion Certificate/ for ongoing contracts). a) 3 contracts each worth of Rs.40,00,000/- (OR) b) 2 contracts each worth of Rs.50,00,000/- (OR) c) 1 contract not less than Rs.75,00,000/		
B	Total number of similar orders executed by the bidder in 2012-13 (Please enclose Copies of orders and Job Completion Certificate/ for ongoing contracts). a) 3 contracts each worth of Rs.40,00,000/- (OR) b) 2 contracts each worth of Rs.50,00,000/- (OR) c) 1 contract not less than Rs.75,00,000/0/		
C	Total number of similar orders executed by the bidder in 2013-14 (Please enclose Copies of orders and Job Completion Certificates/ for ongoing contracts). a) 3 contracts each worth of Rs.40,00,000/- (OR) b) 2 contracts each worth of Rs.50,00,000/- (OR) c) 1 contract not less than Rs.75,00,000/OR) c) 1 contract not less than Rs.75,00,000/-		
8A	Total Mandays of Manpower supplied in 2011-12 (Please enclose documents as proof)		
B	Total Mandays of Manpower supplied in 2012-13 (Please enclose documents as proof)		

C	Total Mandays of Manpower supplied in 2013-14 (Please enclose documents as proof)			
9	Financial Capacity			
	Details (Please furnish audited documents)	2011-12	2012-13	2013-14
	Turnover Rs.			
	Profit Rs.			
10	Service tax registration Certificate (document to be enclosed)			
11	Income tax Clearance Certificate or copy of IT Return with PAN (documents to be enclosed)			
12	Your Banker's Name, Branch and Account Number.			
13	EMD details	Amount Rs. _____ BG/ DD If DD Bank : Branch: DD No: Date : Payable at :		
14	Tender document fee	Amount Rs. _____ DD No: Date : Bank : Branch: Payable at:		
15	Affidavit of non prosecution submitted as Annexure – H	Yes / No		
16	Compliance Statement submitted as Per Annexure – I	Yes / No		
17	Check list as per Annexure – J	Yes / No		

Signature, Name, Date & Seal of the Bidder

PRICE BID

Tender No: ECIL:CP:MPS:PT-120/14-15
Date: 17.09.2014

Due Date: 10.10.2014
UPTO: 14:00 hrs

The charges to be indicated below are to be given per candidate basis.

L1 Bidder will be decided by taking the total of agency commission and any other charges into account.

Deployment charges in Rupees per day

Sl. No	Details	Skilled Labour to (Hyd) Figures & words	Semiskilled Labour to (Hyd) Figures & words	Unskilled Labour to (Hyd) Figures & words	Semiskilled Labour to Tirupati Figures & words	Unskilled Labour to Tirupati Figures & words	Unskilled Labour to Vizag Figures & words
1	Basic wage per day per labour.						
2	PF @ 12%						
3	ESI @ 4.75%						
4	EDLI Charges @ 1.61%						
5	Bonus @ 8.33% on Rs. 3500/-PA						
6	Agency Commission						
7	Any Other Charges						
8	Sub Total						
9	Service Tax @ 12.36%						
10	Total						

Notes:

1. When Basic wage is revised by Central Govt/ State govt. whichever rate is higher shall be applicable.
2. In addition, PF and ESI will be at actuals and reimbursed by ECIL on production of receipts.
3. Basic wage per day per labour is as per rates notified by central govt. labour department or Telengana state labour department whichever is higher from time to time.
4. MPA's contribution towards PF @ 12% as indicated above will be reimbursed by ECIL on production of receipts together with names. Employee's contribution towards Provident Fund @ 12% on Basic wage and employer's contribution @ 12% total 24% will be deposited by MPA with PF commissioner. The applicability of 12% EPF contribution is mandatory irrespective of legal provisions not applicable to the category of employees / remuneration to that effect. Similarly for ESI 4.75% by employer and 1.75% by employee together 6.5% will be deposited by the contractor and will be reimbursed to them.
5. It is the responsibility of the Manpower Agency to conform to and abide by all statutory rules and regulations like P.F., E.S.I. Bonus, Service Tax and insurance. Manpower Agency should ensure timely deposit of appropriate PF amount to PF authority.

They should also satisfy ECIL in this regard by producing proper proof of such payment.

Manpower Agency should also conform to and abide by all local rules of the state of TELANGANA and Ministry of Labour, Govt. of India.

(N.NAGESWARA RAO)
DGM (CP)

FORMAT FOR BANK GUARANTEE TOWARDS EMD

WHEREAS M/s _____ (Name and address of the Bidder) intend to submit a Bid, hereinafter called the 'Bidder', to M/s Electronics Corporation of India Limited, Hyderabad, hereinafter called the 'Company', against the tender notice issued by the Company vide reference no. _____ dated _____ due for submission on _____ for supply of manpower.

Now by this Guarantee we the undersigned on behalf of _____ (name of the Bank, name of the Branch and address), hereinafter called as the 'Guarantor' whose registered office is at _____ (address of the Bank) bind ourselves unconditionally and irrevocably for payment to the Company, of the sum of Rs. _____ (Rupees _____) as Earnest Money Deposit to indemnify the Company in case of default by the Bidder. The conditions of the above obligations are such that if M/s _____ (name of the Bidder) shall not keep their Bid being submitted to the Company as set forth in the enquiry valid and unaltered until _____ days from the date of the bid i.e. up to _____ and/or refused to sign a formal agreement/contract in accordance with the terms of the tender or after having signed the agreement/contract does not perform the purchase order/contract when awarded, then this obligation remains in full force and effect, otherwise to be null and void.

In case, this obligation is effective we _____ (Name of the Bank) undertake to pay to the Company any amount up to the above indicated sum, upon written request without any demur or protest and without reference to M/s _____ (name of the Bidder) within 7 days from the date of such demand in any manner in which the Company may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the Bidder committing any one or more of the following:

- a) withdraws the Bid during the validity period or any extension sought/granted thereof, or,
- b) if the Bidder varies or modifies the Bid in a manner not conforming to tender conditions which are not acceptable to the Company during the validity period of the Bid or any extension of the validity duly agreed to by the Bidder, or,
- c) If the Bidder whose offer has been accepted fails to furnish Security Deposit within ten days of award of purchase order/contract or by the date mutually agreed to, whichever is later.

We, _____ (name of the Bank), agree that our liability to pay is not dependant on conditions on the Company proceeding against the Bidder and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by the Company merely on claim being raised by the Company and even before any legal proceedings are taken against the Bidder.

We, _____ (name of the Bank) undertake not to revoke or modify this Guarantee during its currency except with the previous written consent of the Company. The Guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the Bidder or any change in the constitution or composition of the Bidder.

This Guarantee shall remain valid in case the Bid is accepted, until furnishing of Security Deposit by the Bidder in the manner specified by the Company and in any case until _____ (____ days from the bid date) with additional claim period of 14 days, i.e. the Company is entitled to lodge the claim under this Guarantee up to _____ (14 additional days).

We, _____ (name of the Bank) have power to issue this Guarantee under Memorandum and Articles of Association and the undersigned has full powers to do so under the Power of Attorney dated _____ granted to him by the Bank.

After the here above-mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

Date:

Signature of the person duly
Authorized to sign on behalf of
the Bank, with Seal of the Bank

- Bidder should submit this BG on non-judicial stamp paper of Rs.100/- from a Nationalized or Scheduled Bank only.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE- CUM -
SECURITY DEPOSIT**

This Deed of Guarantee made this _____ day of _____, Two Thousand _____ between _____ (Name of the Bank with address), (hereinafter called the 'Guarantor'), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of the One Part, **and**

Electronics Corporation of India Limited, (a Government of India **Enterprise**), a Company incorporated under the Companies Act, 1956, having its Registered Office at Hyderabad – 500 062, India (herein after called the 'Company'), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the Other Part.

Whereas M/s _____ (bidder/ company name and address) (herein after referred to as the contractor) was awarded a /contract No. _____ dated _____ (hereinafter referred to as the contract) by the Company for providing manpower.

And whereas the contract inter-alia, provides that the contractor shall furnish Bank Guarantee to the Company a sum of Rs. _____ (Rupees _____ only) towards due and faithful performance of the contract in the form and manner specified therein covering the obligations of the contractor.

And whereas the bidder has approached the Guarantor and in consideration of the arrangement arrived at between the bidder and the Guarantor, the Guarantor has agreed to give Guarantee as hereinafter mentioned in favour of the Company.

Now this Deed witnesses as follows:

1. The Guarantor do hereby guarantee to the Company the due and faithful performance, observance or execution of the contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs. _____ (Rupees _____) when claim is made by the Company on them for any loss, damage, costs, charges and expenses caused to or suffered by the Company by reason of the bidder making any default in the performance, observance or execution of the terms, conditions, stipulations or undertakings or any one of them as contained in The contract.
2. The decision of the Company whether any default has occurred or has been committed by the bidder in the performance, observance, discharge, execution of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/or as to the extent of loss or damage costs, charges and expenses caused to or suffered by the Company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor, irrespective of the fact whether the bidder admits or denies the faults or questions the correctness of any demand made by The Company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

3. The Company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said bidder and either to enforce or forbear from enforcing any of the said terms and conditions governing the said contract and the Guarantor shall not be released from its liability under these presents and the liability of the Guarantor here under shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the bidder or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said bidder or of any other matter or thing whatsoever which under the law relating to sureties, would, but for this provision have the effect of so releasing the Guarantor from its liability under this Guarantee.
4. The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claims satisfied or discharged and till the Company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee subject to, however, that the Company shall have no claim under this Guarantee after 12 (months) from the date of completion of the contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.
5. The Guarantor undertakes not to revoke this Guarantee during this period it is in force except with the previous consent of the Company in Writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the bidder or the Guarantor shall not discharge the Guarantor's liability hereunder.
6. It shall not be necessary for the Company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtained from the contractor shall, at the time when the proceedings are taken against the Guarantor hereunder be outstanding or unrealized.
7. The Guarantor hereby declares that it has power to execute this Guarantee under its Memorandum and Articles of Association and the executant has full powers to do so on its behalf and the Power of Attorney dated _____, granted to him/her by the proper authority of the Guarantor.
8. This Guarantee is valid till _____ and the Company is entitled to lodge its claim on the Guarantor on or before _____ (additional 15 days). The Guarantor hereby undertakes to honor the said invocation without demur.

Witness:

Signed for and on behalf of the Bank (Guarantor)

1.

2.

AFFIDAVIT
TOWARDS DECLARATION OF NON PROSECUTION

To
DGM (Corporate Purchase)
Electronics Corporation of India Limited
Hyderabad – 500 062

Sub: Your Tender Notice No. ECIL:CP:MPS:PT-120/14-15 Date: 17.09.2014

"We, M/s _____ (name and address), solemnly declare and affirm that we are not debarred, blacklisted nor prosecuted by Central Government, State Governments or any other PSUs, Private Sector Units for breach of any contract.

There are no pending litigations against us either from Government of India, State Governments within the Union of India or any other Private Sector Units.

We have no arrears of taxes or any other statutory dues to any Government Body".

for M/s x x x x x x x x x x

*Signature Name & seal
(Authorized Signatory)
Date:*

Tender No: ECIL: CP: MPS: PT-120/14-15 Date: 17.09.2014

Compliance Statement

(To be enclosed with Techno-commercial Bid)

Name of the Tenderer

Address of the Tenderer:
(To be filled in by the tenderer)

I / we hereby offer to bind to terms and conditions of the contract. I/ we do hereby agree that I / we shall keep my / our offer for a period of Ninety Days from the date of opening of price bid or from the date of discussions whichever is later or for the extended period as desired by ECIL in addition to the period of Ninety days mentioned above in the event of my / our offer being accepted. I/we shall abide by and give my / our acceptance to the terms and conditions which are mentioned in this service contract governing and shall execute an agreement in the prescribed form in the event of my / our offer being accepted by ECIL. I/we also hereby undertake to sign and execute a "Non-disclosure Agreement (NDA)" before awarding the contract.

Yours faithfully,

Signature and name of the tenderer with full address
(To be signed by an authorized signatory
With full address of the tenderer)

DATE:

SEAL:

ANNEXURE – J**CHECK LIST FORM**
(To be enclosed with Techno-Commercial Bid)

Sl.No	Compliance Criteria	Complied	
		Yes	No
1	Tender document was signed and bidder's seal was affixed on all pages.		
2			
3			
4			
5			
6			
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18			
19			

Name & Signature of Bidder, Date and Seal.