

**ELECTRONICS CORPORATION OF INDIA LIMITED**  
**CORPORATE PURCHASE**

PHONE NOS. 27121320/27182208/27186830

FAX NO.27121320      E-mail: corppur@ecil.co.in

**TENDER**  
**FOR**  
**APPOINTMENT OF MANPOWER AGENCY FOR SUPPLY OF UNSKILLED AND SKILLED**  
**LABOUR FOR ECIL CANTEEN**

BIDDER CAN DOWNLOAD THE TENDER DOCUMENT AND 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-121 /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 supply of skilled and unskilled labourers to ECIL Canteen 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.80.00 lakhs per annum.
- 1.2 The intending bidder (MPA) should submit their bids in two parts namely, Part 1. Techno-commercial Bid, Part 2. Price Bid.
- 1.3 The Techno-Commercial & Price bids should be submitted simultaneously in two separate covers "TECHNO-COMMERCIAL BID" and "PRICE BID" superscribed on the respective covers along with 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 supercribing with Tender Notice number, Date and 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](http://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.

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- (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.
- 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 Bid 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 before submitting the bids only from: Shri N. Nageswara Rao, DGM (CP)/Shri P.Venkateswarlu, PM (CP), Tel No. (O) 040-27121320, 040-27182208 & 040-27186830 E-mail ID: [corppur@ecil.co.in](mailto: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: Tender document can be downloaded from ECIL website [www.ecil.co.in](http://www.ecil.co.in) or [www.tenders.gov.in](http://www.tenders.gov.in). Demand Draft for Rs.2,000/- (non-refundable) towards the cost of tender documents, 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 summarily. 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. Bidder's 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 good should not be a residence.
- ii)      The bidder (MPA) should have executed minimum of
  - Three such manpower deployed contracts of value not less than Rs.26,00,000/- (OR)
  - Two contracts of value not less than Rs.32,52,000/- (OR)
  - One contract of value not less than Rs.52,00,000/-

on each financial year for 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 and Skilled manpower (minimum of 2000 mandays for each year) to any registered company 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 should have a minimum turnover of Rs.240 Lakhs per year in the last three financial years upto 31.03.2014. Bidders 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 duly filled & signed should be 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      Unskilled & Skilled manpower are to be provided by MPA as indicated in Annexure - C. Depending on the assignment given to the deputed person, they have to work in different canteens of ECIL. Functionally, the deputed persons will report to the incharge, canteen ECIL through supervisor (s) concerned.

2.3      Techno-commercial bids should be furnished strictly as per format in Annexure - D.

2.4      Details of Categories of appointment & essential qualifications 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. Unskilled labour should not be more than 40 years in age. However, in case of 30% required Unskilled labour, age relaxation up to 58 years will be considered. Skilled labour should not be more than 45 years in age. Proof of age (Photocopy) will be provided by the contractor.

2.6      The manpower shall have good health and proper eyesight and should be prepared to work as entrusted by ECIL.

- 2.7 ECIL reserves the right to reject, even after engaging the manpower supplied, if they do not conform to the required qualifications and specifications. The qualifications for unskilled and skilled 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 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 by MPA failing which, a penalty will be levied as per Clause No.11.
- 2.11 Before signing the agreement successful Bidder(s) shall submit valid License 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 of 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 contractor (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 default, ECIL is entitled to recover the amounts payable to the Manpower deployed along with penalty, from bills payable to MPA by invoking Bank Guarantee submitted by MPA towards security deposit and/or by invoking Risk Purchase Clause and other means.
- 2.20 Any recurrence of such defaults by the contractor (MPA) will be considered as 'breach of contract. ECIL reserves the right to terminate the Contract without considering any specific formal notice.

- 2.21 The Contractor (MPA) should ensure that the manpower is deployed for that day's wage. 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 canteen, 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 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 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 Supervisors concerned of canteen.
- 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 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 the ECIL. Anyone found in breach of this requirement will be summarily sent out of the ECIL and will not be eligible for that day's wages. ECIL would reserve the right not to allow such manpower in the ECIL in future.

### **3 Validity of Bid:**

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

### **4 Earnest Money Deposit (EMD):**

- 4.1 Techno-commercial bid shall accompany interest-free EMD amount of Rs.1,60,000/- 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) through Bank Guarantee, on non-judicial stamp paper of 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 within 60 days from the date of finalization of contract on this tender.
- 4.3 EMD will be refunded to successful Bidder within 60 days of receipt of Performance Bank Guarantee-cum-Security Deposit and after signing of Agreement.
- 4.4 If EMD is furnished through Demand Draft, the Bidder shall furnish name of the Bank, Branch, Type of Account and Account Number in Techno - Commercial bid for refund of EMD.

- 4.5 Upon award of contract, if the successful Bidder 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 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 SUPPLY / PROVIDING OF MANPOWER:**

The Contract shall be for a period of one year. The contract may be extended at the discretion of ECIL up to one more year on mutual consent with same rates, terms and conditions.

**7 Prices:**

- 7.1 Bidders 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. Type of tax and applicable rate 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 contractor (MPA).

**8 Inspection & Assessment:**

ECIL reserves the right to inspect bidder's premises for assessment of suitability of infrastructure, 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.

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**9 Terms of Payment:**

- 9.1 The MPA should ensure to make payment to the manpower deployed on or before 5<sup>th</sup> of every month, irrespective of payment of contractor's bills by ECIL, only through Bank remittances. MPA should submit the bills to incharge, canteen, ECIL, Hyderabad, duly certified by respective incharge of the divisional canteen for their manpower deployed, on monthly basis. Payment will be released from ECIL after 60 days from the date of receipt and acceptance of MPA's duly submitted bill complied with all statutory obligations. Proof of payment of PF and ESI contributions, made by name of individual 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 contractor's delay in submitting the bills complying with the terms of the contract.
- 9.3 ECIL will effect payments to contractor (MPA), after subjecting 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 section 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 that day for the absence.
- 11.2 This penalty is in addition to 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 will be liable to bear all extra cost / costs, whatsoever, which may be incurred by ECIL for alternate arrangement.
- 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 is 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.



- ii) 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 part/full to any third party.

**13 Award of Contract:**

- 13.1 ECIL reserves the right to enter into similar contract with any other MPA by splitting the work, engage such manpower required by ECIL from time to time and successful 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:** Only courts in GHMC (Kapura Circle limits) Hyderabad, Telengana State 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 should have their office in Hyderabad with good communication facilities and office should be in operation for minimum of two years from 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 enclose 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 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 preceding three years, 2011-2012, 2012-13 & 2013-14. The value of completion certificates should be as per clause No. 2.1(ii) in eligibility criteria.
- 16.4 Bidder (MPA) must have supplied minimum 2000 Mandays of Unskilled and Skilled manpower for each year in preceding three financial years to any registered company. Copy of contract/order and successful Execution / Completion Certificates should be attached as proof. Name and addresses of Customers on such successful completion with contact person telephone number and E-mail ID should be furnished.
- 16.5 Financial Capacity of the Bidder: Bidder 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. 240lakhs per year in 2011-12, 2012-13 and 2013-14. Bidder should submit copies of audited Balance sheet, Profit & Loss Account towards proof of turnover and profit/loss for the years.
- 16.6 Bidder (MPA) should attach copy of Service Tax Registration Certificate.
- 16.7 Bidder (MPA) should attach copy of Income tax /Returns of IT for the year 2011-2012, 2012-13 & 2013-14.
- 16.8 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.
- 16.9 Compliance in respect of Clause No.16.1 to 16.5 is mandatory. This has to be indicated by filling eligibility form as per Annexure - A. Only bidders providing proof of satisfying these criteria will qualify in the techno-commercial bid evaluation.

**17 Affidavit for non-prosecution:**

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 Contractor (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 supplied. Mouth mask and hand gloves should be provided by contractor to all skilled and unskilled labour. Hand gloves should be supplied on daily basis and mouth mask should be supplied weekly twice.
- 18.2 Contractor (MPA) shall undertake to make good all the damages and losses caused to the property / personnel of ECIL or to any third party by any of the manpower Supplied.

**19     Confidentiality-cum-non-disclosure:**

- 19.1 Bidder (MPA) should agree and undertake on behalf of Contractor (MPA) as well as the manpower provided by the Contractor (MPA), to keep the proposed contract, when awarded, as absolutely confidential and shall not disclose or provide any information, which may come to Contractor (MPA)'s knowledge or passed on to Contractor (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 should submit a "Non-disclosure Agreement (NDA)" before awarding of contract in accordance with the compliance statement (Annexure – I).
- 19.2 If the contract is awarded, Contractor (MPA) shall not claim, solicit, reveal, disclose, advertise or publicize through print or electronic media or through any other media including Bidder's 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 contractor:**

- 21.1 Contractor (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 contractor 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 contractor shall ensure obtaining insurance policy to cover the liability in regard to said obligations and shall submit copy of the 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 MPA shall be responsible for arranging Antecedents and Police Verification of Candidates at its own cost. MPA shall be responsible to adhere to CISF security rules and regulations.
- 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 as per Annexure - E.

23.2    Price bid should not contain any term or condition or clause except the prices.

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

**ELIGIBILITY CRITERIA FORM**

SL.NO.	ELIGIBILITY CRITERIA	CONFIRMATION /FULFILMENT		
01.	The bidders should have their office with all facilities (Phone, E-mail, Fax etc.) in Hyderabad and not a residence (proof to be enclosed).	YES/NO		
02.	The bidder should have executed minimum of three such man power deployed contracts each worth not less than Rs.26,00,000/- (OR) two contracts each worth not less than Rs.32,52,000/- (OR) one contract not less than Rs.52,00,000/- during the preceding three years period upto 31.03.2014.	YES/NO		
03.	The bidder should have supplied to any registered company a minimum of 2000 mandays of Unskilled and Skilled 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.240 Lakhs 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 submitted)			
06.	Service tax certificate document evidence for the above			
07.	Income tax document evidence for the above.			

SIGNATURE, NAME, DATE &amp; OFFICE SEAL

**CATEGORIES OF APPOINTMENT, ESSENTIAL QUALIFICATIONS & EXPERIENCE**

A) Unskilled Labour : No qualification.

B) Skilled Labour : ITI/10+2/Diploma/Graduate.

- As on 31.03.2014 age should be between 18 to 40 years for Unskilled and 18 to 45 years for Skilled labour. However 30% of required UNSKILLED labour age relaxation up to 58 years will be considered.
- The Skilled and 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.

ANNEXURE - C

DETAILS OF MANPOWER REQUIREMENT

Tender No: ECIL:CP:MPS:PT-121/14-15

Date:17.09.2014

SL.No.	Type of Labour	Approximate number of mandays required for one year	EMD Amount.
1.	Unskilled	19000 Mandays	Rs.1,60,000/-
2.	Skilled	1000 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:		
		Office Address	
		How old is the office as on tender closing date	
		Telephone No. (land line)	
		Mobile No:	
		Fax No.	
		Email id	
		Documentary proof to be attached	
5	Present strength of registered manpower with qualification (Attach list of technical Manpower with name, qualification, age) detailed grade wise man power should be furnished,		
6	Payment of wages and deduction fulfilling the statutory payments like PF, ESI.		
7	Track Record		
A	Total number of similar orders executed by the bidder in 2011-12 (Please attach Copies or orders and Job Completion Certificate/Yearly Completion Certificate, for ongoing contracts). a) 3 contracts each worth of Rs.26,00,000/- (OR) b) 2 contracts each worth of Rs.32,52,000/- (OR) c) 1 contract not less than Rs.52,00,000/-		
B	Total number of similar orders executed by the bidder in 2012-13 (Please attach Copies or orders and Job Completion Certificate/Yearly Completion Certificate, for ongoing contracts). a) 3 contracts each worth of Rs.26,00,000/- (OR) b) 2 contracts each worth of Rs.32,52,000/- (OR) c) 1 contract not less than Rs.52,00,000/-		
C	Total number of Similar Orders executed by the Bidder in 2013-14 (Please attach Copies or orders and Job Completion Certificate/Yearly Completion Certificate, for ongoing contracts). a) 3 contracts each worth of Rs.26,00,000/- (OR) b) 2 contracts each worth of Rs.32,52,000/- (OR) c) 1 contract not less than Rs.52,00,000/-		

8A	Total Mandays of Manpower supplied in 2011-12 (Please attach documents as proof)			
B	Total Mandays of Manpower supplied in 2012-13 (Please attach documents as proof)			
C	Total Mandays of Manpower supplied in 2013-14 (Please attach documents as proof)			
9	Financial Capacity (Please furnish audited documents)			
	Details	2011-12	2012-13	2013-14
	Turnover			
	Profit			
10	Service tax registration Certificate (Attach document)			
11	Income tax Clearance Certificate or copy of IT Return with PAN (Attach document)			
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-121/14-15  
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 Figures and Words	Unskilled Figures and Words
1	Basic wage per day per labour.		
2	PF @ 12%		
3	ESI @ 4.75%		
4	EDLI @ 1.61% on basic		
5	Bonus @ 8.33% on Rs.3500/-P.A		
6	Agency Commission		
7	Any Other Charges		
8	<b>Sub Total</b>		
9	Service Tax @ 12.36%		
10	<b>Total per candidate</b>		

Notes:

1. When Basic wage is revised by Central Government/ State Government the higher rate of wage is applicable.
2. In addition, PF and ESI will be at actual 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 re-imbursed 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 and abide by all statutory rules and regulations like P.F., E.S.I. Bonus and Service Tax. Manpower Agency should ensure timely deposit of appropriate PF amount to PF authority.
6. They should also satisfy ECIL in this regard by producing proper proof of such payment.
7. Manpower Agency should also conform and abide by all local rules of the state of TELANGANA and Ministry of Labour, Govt. of India.

**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 not withstanding 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-121 /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-121/14-15**

**Dated: 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 due date of the tender 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 of the tenderer with full address  
(To be signed by an authorized signatory  
With full address of the tenderer)

DATE:

SEAL:

**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			
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Name and Signature of the Bidder, Date and Seal.