

**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 AGENCY FOR PROVIDING SKILLED MANPOWER TO ECIL  
TO WORK AT VISAKHAPATNAM PORT TRUST, VISAKHAPATNAM**

**Approx Value of Tender: Rs. 75 Lakhs for two years contract**

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 No: ECIL:CP:MPS:PT-126/16-17 DATE: 18.06.2016**

**DUE DATE: 11.07.2016 on or before 14.00 hrs**

### **GENERAL TERMS:**

Customer Support Division of Electronics Corporation of India Limited (ECIL), ECIL Post, Hyderabad – 500 062 has been providing maintenance support to total IT infrastructure of its client Vishakhapatnam Port Trust (VPT), Vishakhapatnam for more than 20 years. ECIL intends to hire the services of a capable agency which can provide skilled manpower having relevant experience who will have to work with ECIL team for maintenance of the IT infrastructure at VPT on 24X7 basis. IT infrastructure include various types of PCs, Printers, Communication exchange, Networking equipments, UTP & Telephone Cable maintenance etc. The spares required for maintenance of the systems / equipments shall be provided by ECIL / VPT.

**Approximate value of the Tender is: Rs. 75 Lakhs for two years contract.**

### **1.0 Scope of work**

- 1.1 Maintenance of IBM, HP, Lenovo, HCL, Dell etc. and other makes of Desktop PCs (around 850 nos.) located across the premises of ECIL's Client Organization VPT, Visakhapatnam.
- 1.2 Maintenance of Printers of HP, EPSON, SAMSUNG, TVS etc. (around 240 Nos.) installed across VPT campus.
- 1.3 Maintenance of VOICE & DATA Network consisting around 70 Network Switches running 140 KMS of UTP Copper, around 50 KMs Optical fiber (SMF & MMF) and around 200 KMs of telephone cabling supporting 2000 Nos. of Telephone connections with all the relevant networking components and spread across the premises of ECIL's Client organization VPT at Visakhapatnam (It may be noted that almost entire cabling was laid underground for the above specified lengths). The scope of maintenance of network includes attending to the faults arising in the cable plant, rectification of the faults at the user terminal ports and other calls of preventive maintenance as directed by ECIL.
- 1.4 Management of HELP DESK services viz. Registering the end user call on VPT provided Help Desk computer system, Recording the call completed status, pending status etc on the system, generating call logs and all other reports which are stipulated by ECIL/VPT. The Hardware and software for the Help Desk will be provided by VPT. In the absence of the Help Desk computer system, the above help desk services shall be done manually.
- 1.5 Network cable maintenance like cable dressing, labeling of UTP, Fiber cables and Telephone cables, checking of jack panels, checking of connections, LIUs, MDFs and junction boxes once in a quarter.
- 1.6 All necessary working spares for maintenance under the scope of this contract will be supplied by ECIL's site office located at VPT, Visakhapatnam to the technical personnel deployed by the agency at the site as per terms and conditions at free of cost. The bad spares taken out from the systems shall be returned to ECIL. It is the responsibility of the agency to make good of the loss of any spares in this process.
- 1.7 The intending bidders should submit their bids in two parts namely, Part (1) Techno-commercial Bid and Part (2) Price Bid.

- 1.8 The Techno-Commercial and Price bids should be submitted simultaneously in two separate sealed covers "TECHNO-COMMERCIAL BID" and "PRICE BID" super scribed on the respective covers along with Tender Notice number, Date and Due Date.
- 1.9 Two sealed covers containing the Techno-Commercial Bid and Price Bid are to be kept in a separate cover and sealed again and super-scribed with the Tender Notice number, Date & Due Date. Bids not in accordance with the above will be liable for rejection.
- 1.10 Bids will not be considered if received after due date and time. Bids should be addressed to Addl. General Manager, Corporate Purchase, ICD Building, ECIL, ECIL Post Office, Hyderabad-500062, Telangana and reach on or before the due date and time specified in the tender schedule. ECIL will not be responsible for late delivery for any reasons whatsoever and also due to wrong or improper address.
- 1.11 E-mail / Fax Bids will be summarily rejected.
- 1.12 Request for extension of due date will not be considered generally. However, ECIL, at its sole discretion, may extend due date, if required and will be intimated.
- 1.13 During technical evaluation, Bidder shall visit ECIL, Hyderabad, if requested, for Techno-commercial discussions, with a notice period of one week.
- 1.14 Bidder should provide his contact details and also name of the contact person with Mobile / Land Line/FAX Number and E-mail ID.
- 1.15 ECIL reserves the right to accept the bids in full or in part or cancel the tender in its entirety, at its sole discretion.
- 1.16 Bidder should sign and affix the seal on all pages of the tender document and include this in the Techno-commercial bid.
- 1.17 Clarifications on this tender notice, if any, can be obtained in writing before submitting the bids only from: Smt. KSL Narasamma, SM (CP) Tel No. (O) 040-27121320, 040-27182208 E-mail ID: corppur@ecil.co.in (or) Shri C.L. Srinivasa Rao, Senior Manager Tel No: 040-27182488, E-mail ID: csdpurchase@ecil.co.in only. Clarifications obtained, otherwise would not be binding on ECIL.
- 1.18 The Techno-commercial bid as per Annexure – A should be submitted by the bidder along with copies of all relevant documents as a proof. The Techno-commercial bid of any bidder whose bids received without filled and signed eligibility criteria form will be summarily rejected and the eligibility criteria if do not conform will be liable for rejection.
- 1.19 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 which should be enclosed along with Techno-commercial bid.

<b>Tender Schedule</b>	
<b>Date &amp; Time for submission of bids</b>	<b>Before 14.00 hrs on 11.07.2016</b>
<b>Date &amp; Time of opening Techno-Commercial Bids</b>	<b>After 14:30 hrs on 11.07.2016</b>
<b>Date &amp; Time of opening of Price bids:</b>	<b>Will be intimated separately to bidders who have been shortlisted after technical evaluation.</b>
<b>Place of opening of Techno-commercial bids</b> <b>Corporate Purchase, ICD Building</b> <b>Electronics Corporation of India Limited</b> <b>Hyderabad – 500 062</b>	

- 1.19 Details of required Skilled manpower, essential qualification and experience to be provided by the successful bidder as indicated in Annexure - B.
- 1.20 Depending on the assignment given to the deployed persons they have to work at VPT, Visakhapatnam and will report to the site In-charge of ECIL at VPT through their Administrator cum Team leader for day-to-day functional activities.
- 1.21 Major activities of Administrator cum Team Leader involve (i) assigning the calls to respective technician and monitoring the call resolution (ii) Generating periodic reports about the call status and when ever insisted by ECIL personnel (iii) Maintenance of attendance (iv) Arrangement of alternate person if any one goes on leave or resigns (iv) Arranging resource to the engineers required for carrying out their activities (v) Logistics support (vi) Expert technical guidance to other personnel attending the calls etc

## **2.0 PART - I: TECHNO-COMMERCIAL BID**

**Eligibility Criteria:** The bidder's (MPAs) eligibility will be based on following criteria which should be supported with documentary proof:-

- 2.1 Agency should have experience of Facility Management Service contracts for maintenance of IT infrastructure which includes Desktop PCs, Printers, Network switches, Fiber & UTP data network and Telephone network. Supporting relevant documents to be produced as proof.
- 2.2 Experience of having successfully completed similar works during last 7 years (up to 31.03.2016). The Bidder should have executed a minimum of:-
  - Three such manpower deployment contracts of value not less than Rs.30 Lakhs each (OR)
  - Two contracts each of value not less than Rs.38 Lakhs each (OR)
  - One contract not less than Rs.60 Lakhs;
- 2.3 The Bidder should have a minimum average annual turnover of Rs.23 Lakhs in the last three financial years (up to 31.03.2015). Related proof of document copies should be attached.
- 2.4 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.

## **3. VALIDITY OF BID:**

Bids shall be valid for a minimum period of 90 days from the due date of bid submission.

## **4.0 EARNEST MONEY DEPOSIT (EMD):**

- 4.1 Techno commercial bid shall accompany by an interest-free EMD amount of **Rs.1,50,000/-** through crossed Demand Draft, drawn on any Scheduled commercial Bank in favour of 'Electronics Corporation of India Limited' and payable at Hyderabad (or) a Bank Guarantee, issued by a Scheduled commercial Bank, valid for 90 days from the date of tender closing date as per Annexure - D. If bidder is registered under Micro and Small Enterprises (MSEs) / NSIC, they are exempted from submission of EMD. However proof of document to be submitted.

- 4.2 EMD (DD/BG) 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 and signing of Agreement as directed by ECIL.
- 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 **Annexure - A** for refund of EMD.
- 4.5 Upon award of contract, if the successful Bidder fails to supply the required skilled manpower, EMD will be forfeited and contract will be terminated, without further notice, in addition to invoking Risk Purchase Clause.
- 4.6 If the Bidder 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 summarily rejected.
- 4.8 Bids submitted with counter conditions will be summarily rejected.
- 4.9 EMD (DD /BG) should be enclosed in Techno-commercial Bid.

## **5 SCHEDULE FOR PROVIDING / PROVISION OF MANPOWER:**

The Contract would be awarded initially for a period of two years. The contract may be extended for further period, at the discretion of ECIL on mutual consent at the same rates, terms and conditions.

## **6.0 PRICES:**

- 6.1 Bidder should submit the bid indicating clearly monthly charges as per the price bid format. Prices and Taxes shall be indicated separately as per price bid format (**Annexure – C**).
- 6.2 Price should be indicated both in figures and words. In case of variation between the values given in figures and in words, the lesser value will be considered to evaluation. No request for change will be entertained thereafter.
- 6.3 Prices shall be quoted excluding taxes. The types of taxes and applicable rates should be mentioned in the price bid.
- 6.5 Statutory deductions, including TDS as per IT Act, will be made from the bills payable to the agency and certificate to that effect will be provided by ECIL.

## **7.0 INSPECTION & ASSESSMENT:**

ECIL reserves the right to inspect Bidder's 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.

## **8.0 PERFORMANCE BANK GUARANTEE (PBG)-CUM-SECURITY DEPOSIT:**

Successful Bidder (agency) should furnish Performance Bank Guarantee–Cum–Security Deposit @ 10% of the annual contract value valid till 60 days from end of contract period including the extended period of contract considered, if any, issued by a Scheduled commercial Bank, within 30 days of award of 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 - E.

#### **9.0 TERMS OF PAYMENT:**

- 9.1 The agency should ensure that wages to the manpower deployed are paid on or before 5<sup>th</sup> of every month, only through Bank remittances and submit the copies of receipts along with bill. Agency should submit the bills to ECIL, Hyderabad, duly certified by Site In-charge of ECIL, on monthly basis. Payment would be released by ECIL within 60 days from the date of receipt and acceptance of duly certified bill complying with all statutory obligations and submission of documents as mentioned in **clause No. 21.36** along with the bill.
- 9.2 ECIL shall not be held responsible for delay in payment due to the agency's delay in submitting the bills along with all required documents in compliance with the terms of the contract.
- 9.3 ECIL will make payments to the Agency, after effecting all applicable deductions, taxes and penalties.
- 9.4 No advance payments will be considered.

#### **10.0 DOCUMENTATION:**

- 10.1 Original Tax Invoice should be drawn in triplicate, all ink signed, favouring ECIL Hyderabad, duly certified by Site In-charge of ECIL at VPT, with endorsement that the service provided is satisfactory and accepted, for processing payment by accounts department of ECIL in Hyderabad.
- 10.2 Tax Identification Numbers of both agency 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.

#### **11.0 PENALTIES:**

- 11.1 Penalty will be levied on the Agency and recovered @ Rs. 600/- per day per person, for not providing the required manpower stipulated in Annexure – B, either on initial deployment or as replacement subsequently.
- 11.2 In case of absenteeism of a person (not fulfilling the presence of required manpower on any day as per Annexure – B) there will be penalty of Rs. 500/- per day per person will be levied.
- 11.3 This penalty is in addition to the provision of the Risk Purchase Clause.

## **12.0 RISK PURCHASE:**

- 12.1 In the event of Agency's failure to provide the manpower as per contract terms and conditions, ECIL reserves the right to cancel the contract without further notice and proceed to deploy the manpower from alternate sources in which event the agency 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 Agency.
- 12.3 ECIL reserves the right to invoke risk purchase clause without further notice.
- i) When the Agency failed to provide Performance Bank Guarantee as per terms of contract.
  - ii) When the penalty for non-compliance exceed 1% of total contract value in 2 months during consecutive 4 months period.
  - iii) In the event of assigning the contract in part/full to any third party.

## **13.0 AWARD OF CONTRACT:**

- 13.1 ECIL reserves the right to enter into a similar contract with any other Agency by splitting the work to engage such manpower required by ECIL from time to time and the Agency shall not have any grievance or claim of sole right to provide such manpower.
- 13.2 ECIL reserves the right to award the Contract for lesser period than indicated.

## **14.0 DISPUTE RESOLUTION:**

- 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 (Personnel) 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 (Kapra Circle limits) Hyderabad, Telangana only shall have exclusive jurisdiction.

## **15.0 ASSIGNMENT:**

- 15.1 In the event of awarding contract, Agency shall not assign any obligations thereof, either in whole or in part, to any 3<sup>rd</sup> party.
- 15.2 If the Agency 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 without further notice.

## **16.0 TECHNICAL BID EVALUATION CRITERIA:**

- 16.1 Eligibility Criteria: The bidder's (MPAs) eligibility will be based on following criteria which should be supported with documentary proof:-
- i. Agency should have experience of Facility Management Service contracts for maintenance of IT infrastructure which includes Desktop PCs, Printers, Network switches, Fiber & UTP data network and Telephone network. Supporting relevant documents to be produced as proof.
  - ii. Experience of having successfully completed similar works during last 7 years (up to 31.03.2016). The Bidder should have executed a minimum of:-
    - Three such manpower deployment contracts of value not less than Rs.30 Lakhs each (OR)
    - Two contracts each of value not less than Rs.38 Lakhs each (OR)
    - One contract not less than Rs.60 Lakhs;
- 16.2 Financial Capacity of the Bidder: The Bidder (MPA) should have an average annual turnover of Rs. 23 Lakhs in the last three financial years (up to 31.03.2015). Bidder should submit copies of proof to that extent.
- 16.3 The bidder's organisation should not be blacklisted by any Public Sector Undertaking or by Govt. department.
- 16.4 Bidder should attach copy of Service Tax Registration Certificate.
- 16.5 Bidder should attach copy of Income tax / Returns of IT for the year 2013-14 and 2014-15.
- 16.6 The Bidder must be Registered Company / Partnership firm / Sole proprietor concern etc. Copy of relevant proof issued by statutory authority should be furnished with the Techno- commercial bid.
- 16.7 If Bidder is registered as Micro and Small Enterprises (MSEs), documentary proof of registered certificate shall be enclosed along with technical bid. If owner of the firm / agency belongs to SC / ST Community the same may be mentioned.



**17     Affidavit for non-Prosecution:**

Bidder should furnish a notarized Affidavit on non-judicial stamp paper of value Rs.10/-, as per the Format at **Annexure– F**.

**18     Safety & Statutory Compliances:**

- 18.1    Agency shall be responsible for all aspects of Safety, health, security, environmental and statutory compliances as per local and industrial laws during execution of the work for the manpower so deployed.
- 18.2    Agency shall undertake to make good all the damages, losses caused to the property / personnel of ECIL/VPT or to any 3<sup>rd</sup> party by any of the manpower deployed.

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

- 19.1    Bidder should agree and undertake on behalf of Agency as well as the manpower provided by them, to keep the proposed contract, when awarded, as absolutely confidential and shall not disclose or provide any information, which may come to contractor's knowledge or passed on to Agency during the execution, to any third party, person or country under any circumstances, without prior written consent of ECIL. In this context the successful Agency should sign a "Non-disclosure Agreement (NDA)" before award of contract in accordance with the compliance statement (**Annexure – G**)
- 19.2    If the contract is awarded, Agency shall not claim, solicit, reveal, disclose, advertise or publicize through print or electronic media or through any other media including Agency'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 Agency and/or claim damages for non-compliance.

**20.    Termination of contract:**

Notwithstanding the provisions, either party can terminate the contract with **THREE MONTHS** prior notice in writing for non-performance of any of the articles of this agreement by the other party.

**21.0   Responsibility of the successful Bidder:**

- 21.01   The skilled manpower to be deployed by the agency at VPT, Visakhapatnam as per Annexure - B
- 21.02   The list of manpower deployed along with qualifications and experiences shall be furnished to ECIL site engineer-in-charge. If required, ECIL can interview and approve the manpower proposed for deployment for the job.
- 21.03   The manpower provided should be in good health and proper eye-sight and should be prepared to do the work entrusted by ECIL. The person 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, which shall be arranged by the agency.

- 21.04 Agency 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 them verified by ECIL, records towards compliance of all the statutory obligations on monthly basis including the following records under the provisions of the contract labour as per the Govt.(R&A) Act, 1970 for executing such contract in Andhra Pradesh.

S.No	Details	Rule	Form No.
a.	Register of persons employed	75	XIII
b.	Employment card	76	XIV
c.	Service Certificate	77	XV
d.	Muster Roll	78 (I) (a) (I)	XVI
e.	Register of wages	78 (I) (a) (iii)	XVI
f.	Register of wages cum muster roll (In case wage period is fortnightly or less)	78 (I) (a) (i)	XVIII
g.	Register of deductions for damages or loss	78 (I) (a) (ii)	XX
h.	Register of Fines	-do-	XXI
i.	Register of advance	-do-	XXII
j.	Register of over time	-do-	XXIII
k.	Wage Slip	78 (1) (b)	XIX
l.	Copy of PAN Number		
m.	Return to be sent by the contractor to licensing officer	82 (1)	
n.	Annual returns of principal employer to sent to the registering officer.	82 (2)	XXV

- 21.05 ECIL reserves the right to reject the manpower even after engaging them if they do not conform to the requirement. Sole decision in this regard rests with ECIL and shall be binding on the agency.
- 21.06 ECIL reserves the right to instruct the agency to withdraw the services of individual candidates with immediate effect, if found not suitable or causes any problem in work environment.
- 21.07 The agency shall enter into an agreement with ECIL if required.
- 21.08 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.**
- 21.09 Manpower engaged by the Agency will be on the basis of job test/skill test to be conducted by ECIL.
- 21.10 The services of each deployed person shall be for a period specified by ECIL from time to time. The manpower shall be made to clearly understand by the Agency 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. Agency, automatically.
- 21.11 The Agency should confirm in writing that they have informed their manpower of the temporary contract nature of engagement with ECIL. Agency 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.
- 21.12 The Agency should indemnify ECIL against all claims including claim for permanent employment on behalf of the personnel deployed by them.
- 21.13 The Agency 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. The Agency cannot raise any issues as to the non applicability of the statutory provisions in arriving at the payments and shall invariably effect said quantum of payment despite non-applicability of such provisions to the agency.
- 21.14 If the Agency commits a default, ECIL is entitled to recover the amounts payable to the Manpower deployed along with penalty, from bills payable to them or by invoking Bank Guarantee submitted by Agency towards security deposit, and/or by invoking Risk Purchase Clause and/or other means.
- 21.15 Any recurrence of such defaults by Agency will be considered as 'breach of contract', ECIL reserves the right to terminate the contract on such events without giving any formal notice.
- 21.16 The manpower, so deployed may have to work beyond working hrs. depending on the exigencies of work.
- 21.17 The Agency should undertake to deploy suitable substitutes in place of absentees immediately failing which attracts penalty.
- 21.18 The Agency should ensure that the manpower must be regular to attend and discharge their work as specified. The Agency should monitor the attendance and performance of the manpower so deployed on its own.
- 21.19 The Agency shall be solely responsible and liable for compliance to all labour laws and other statutory obligations including towards PF, ESI, Bonus, Medical, Insurance etc.
- 21.20 The manpower should display their identification prominently at all times in the premises of VPT. Anyone found in breach of this requirement will be summarily sent out of VPT and will not be eligible for that day's wages.
- 21.21 The Agency shall ensure availability of the suitable transport of minimum 2 Nos. of two wheelers to be kept at VPT premises to enable the personnel to attend the calls in port area. The damages occurred to the persons or materials during the transportation shall be sole responsibility of the agency and the cost of damaged material shall be deducted from the agency's bill. Also any spares given to the technicians for maintenance purpose and the same gets damaged due poor handing, the same to be replaced or repaired at agency's cost.
- 21.22 The Agency shall ensure availability of the committed manpower during the respective shifts. Penalties will apply as per clause No. 11.0 of this terms and conditions in case this agency defaults to comply with the stipulated requirements.

- 21.23 The Skilled manpower deployed by the Agency shall abide by the guidelines, rules, regulations and code of conduct set forth by ECIL and VPT from time to time. Any technician found to be not suitable in this regard by ECIL/VPT, shall be withdrawn and suitable replacement shall be provided immediately without prejudice to the committed manpower.
- 21.24 The Agency is responsible for the safety and security of the manpower deployed and shall adhere to all the relevant safety regulations as stipulated by VPT. The agency shall indemnify ECIL/VPT for any violation, negligence by their personnel in this regard.
- 21.25 The Agency shall prepare and submit to ECIL, Customer Service Reports (CSR) in ECIL's standard format for each attended/completed call including preventive maintenance calls and subsequently a monthly system performance report.
- 21.26 The Agency shall arrange & equip their personnel with necessary communication facilities like telephone, cell phone etc, as required to carry out work under scope of this order.
- 21.27 The Agency's administrator cum Team leader shall functionally report to the site Incharge of ECIL at the site office, VPT, Visakhapatnam and follow his directions and instructions for performing the maintenance operations smoothly. The Agency's administrator shall rectify any shortcoming / deficiencies in services or resources as observed by the ECIL site engineer in-charge.
- 21.28 All the system down calls shall be attended within thirty minutes from the time of reporting. Whenever any call is not completed within four hours, the same shall be brought to the notice of ECIL site Engineer In-charge.
- 21.29 The agency has to commence the activities within 10 days after receipt of P.O. / LOI.
- 21.30 The agency shall make salary payments to all the employed persons in time as terms of the contract of appointment. If job is affected due to non payment to the deployed persons the agency will be held responsible. Agency has to submit a certificate along with the bill certifying that the due payments to all the deployed persons have been made.
- 21.31 The Agency shall equip their personnel deployed for complying with the contract with the following standard tools and test equipment for carrying out the activities mentioned under the scope of work:

i)	Digital Multi Meter	5 Nos.
ii)	RJ45 / RJ11 Crimping tool	4 Nos.
iii)	Screwdriver set	10 Nos.
iv)	Cutting Plair / Nose Plair	10 Nos.
v)	Telephone Krone toll	4 Nos.
vi)	Soldering Iron	2 Nos.
vii)	LAN Tester	3 Nos.
viii)	Bags for carrying tools	10 Nos.
ix)	Wire cutters & stripers	10 Nos.

Agency should replace the damaged / lost tool or equipment within 10 days.

- 21.32 Agency 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

Agency shall undertake the responsibility for their medical treatment, compensation etc., as required under the law. The Agency shall obtain insurance policy to cover the liability in regard to said obligations and shall submit a copy of insurance policy to ECIL.

- 21.33 Except for the duties and responsibilities, specifically agreed to under the proposed contract, ECIL shall not be liable for any other work. Agency will be solely responsible for any activity carried out which is not in accordance with the Terms and Conditions of the proposed contract.
- 21.34 The Agency shall indemnify ECIL in full, for the loss/damage to the equipments and instruments provided to the Agency's manpower, due to their negligence or wilful damage, as assessed by ECIL.
- 21.35 **Security Rules:** The Agency shall follow all security rules as may be framed by VPT from time to time regarding movement of materials and equipment to site, issue, cancellation, deposition etc. of identity cards, control personnel etc. If loss / damage caused to any materials / equipment by personnel deployed by the agency in carrying out the job under this contract, the cost towards repairing / replacement of the same will be deducted from Agency's bills. The Agency should apply for issue of identity cards with photograph for all their personnel to In-charge, ECIL site office at VPT. At the end of contract period, all identity cards shall be accounted and submitted, failing this, penalty of Rs. 200/- per missing cards shall be levied.
- 21.36 **List of documents to be submitted along with the monthly bill for payment:**
- A. Monthly challan of payment made to PF.
  - B. Copy of ESI / EDLI payments made.
  - C. Copy of Wage Register for the bill period.
  - D. Proof of Salary payments made through Bank
  - E. Copy of Insurance.
  - F. Copy of PAN and Service Tax registration documents.
  - G. Bank account details like A/c No., Bank, Branch, IFSC code etc

## **22 Compliance Statement:**

- 22.1 Compliance Statement confirming compliance to all the above Clauses of Techno-commercial bids should be submitted.
- 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 given in **Annexure – C**.
- 23.2     Price bid should not contain any term or condition or clause except the prices.

Sd.  
**(KSL Narasamma)**  
**Sr. Manager (CP)**

**Tender No: ECIL:CP:MPS:PT-126/16-17    Date: 18.06.2016****Eligibility Criteria / Techno-Commercial details**

1	Name and type of the Organization / Firm of bidder	
2	Date of Establishment / Registration	
3	Registration Number & date (Please attach proof from appropriate authority)	
4	Office particulars:	
	Office Address	
	Telephone No. (land line)/ Cell No	
	Fax No.	
	Contact Person Name & Designation	
	Email id	
5	Track Record (Previous work experience)	
	<p>The bidder should have Experience of having successfully completed similar work during last 7 years, ending 31<sup>st</sup> March 2016:</p> <ul style="list-style-type: none"><li>• Three such similar work of value not less than Rs.30 Lakhs each (OR)</li><li>• Two similar work of value not less than Rs.38 Lakhs each (OR)</li><li>• One similar work not less than Rs.60 Lakhs. (copies of related documents to be enclosed as a proof)</li></ul>	

6	The Bidder should have an average annual turnover of Rs. 23 Lakhs during the last three financial years (up to 31.03.2015) ( copies of related documents to be enclosed as a proof )	Total Annual Turnover in 2012-13 RS..... IN LAKHS  Total Annual Turnover in 2013-14 RS..... IN LAKHS  Total Annual Turnover in 2014-15 RS..... IN LAKHS
7	Income tax Clearance Certificate or copy of IT Return with PAN ( copies of document to be enclosed as a proof )	2013-14 : 2014-15 :
8	Proof of Annual Turnover / Balance sheet certified by CA ( copies of related documents to be enclosed as a proof )	
9	Service Tax certificate Document	
10	Bidder's Banker's Name, Branch and Account Number: (for refund of EMD purpose)	
11	EMD details  1) If DD is submitted, details of DD like DD No., Date, Bank and Branch to be given. <b>(OR)</b> 2) If BG is submitted, details like BG No., BG date, Bank, Branch and Validity of BG to be given.  3) If EMD is exempted, relevant proof of document shall be submitted.	AmountRs._____ BG/ DD
12	Copy of tender document duly signed and seal of organisation to be submitted	Yes / No

Place:

Date:

Signature:

Name & Office Seal



**Tender No: ECIL:CP:MPS:PT-126/16-17 Date: 18.06.2016**

**No. of Skilled persons and Essential Qualifications & Experience**

The following Skilled manpower shall be deployed by the successful bidder at VPT, Visakhapatnam for providing round the clock services during all VPT working days.

Administrator / Team Leader (9:30 AM to 5:30 PM)	01 Person
General Shift (09.30 AM to 5.30 PM)	07 Persons
1 <sup>st</sup> shift (06.00 AM to 02.00 PM)	02 Persons
2 <sup>nd</sup> shift (02.00 PM to 10.00 PM)	02 Persons
3 <sup>rd</sup> shift (10.00 PM to 06.00 AM)	02 Persons
Printer expert (9.30 AM to 5.30 PM)	02 Persons

During Sundays and VPT Holidays only 2 persons from General shift, 2 persons from each 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> shift shall be available. i.e total persons to be available during Sundays and VPT holidays will be 8 Nos.

It is sole responsibility of the Agency to deploy sufficient additional Skilled manpower at VPT to meet the above requirement considering weekly off to all the personnel and leave vacancy.

**Qualifications and Experience:**

All the skilled personnel to be positioned at VPT should possess Diploma in ECE/Electrical/Computers (**or**) B.Sc (Computers/Electronics or B.Com (computers) (**or**) any degree with certification in computer hardware and networking, with minimum 1 year experience in relevant area of work.

- Administrator / Team Leader should have minimum 5 years experience in Administration and Technical maintenance activities.
- One of the person deployed should have more than 4 years of experience in maintenance of Network Active and Passive components like Switches, Jack panels, Network Rack, UTP & Telephone Cable plant etc.
- As on 31.03.2016 date, age should be between 18 to 45 years for SKILLED manpower. Upper age limit will be relaxed based on experience and skills of the candidate at the discretion of ECIL.
- It is the sole responsibility of Agency 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.

SIGNATURE & OFFICE SEAL

**PRICE BID****ECIL:CP:MPS:PT-126/16-17 DATE: 18.06.2016****DUE DATE: 11.07.2016 on or before 14.00hrs**

<b>Sl. No.</b>	<b>Description</b>	<b>Amount in Rs.</b>
<b>1</b>	Monthly Charges	
<b>2</b>	Total charges for 2 years	
<b>3</b>	Total Charges in words for 2 years	
<b>4</b>	Taxes	

**Notes:**

1. Employee's contribution towards Provident Fund @ 12% on Basic wage and CONTRACTOR's contribution @ 12% totalling 24% will be deposited by CONTRACTOR 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.
2. It is the responsibility of the agency to conform to and abide by all statutory rules and regulations like Minimum wages, PF, ESI, Medical, Bonus, Service Tax and Insurance. Agency would ensure timely deposit of appropriate PF amount to PF authority. Proof of such documents to be submitted along with invoice.
3. Agency should also conform to and abide by all local rules of the state Govt. of Andhra Pradesh and Ministry of Labour, Govt. of India.

Place:

Date :

Signature of the Bidder with seal

**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 Skilled 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 commercial 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 \_\_\_\_\_ (contractor/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 Supplier 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 contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor 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 Supplier 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 contractor 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 contractor 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 contractor 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 Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor 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 contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor 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 contractor 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 honour the said invocation without demur.

Witness:                      Signed for and on behalf of the Bank (Guarantor)

1.

2.

**AFFIDAVIT**  
**TOWARDS DECLARATION OF NON PROSECUTION**

To  
Addl. General Manager (Corporate Purchase)  
Electronics Corporation of India Limited  
Hyderabad – 500 062

Sub: Your Tender No: **ECIL:CP:MPS:PT-126/16-17** **DATE: 18.06.2016**

*“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 xxxxxxxxx*

*(Authorized Signatory)*

*Date:*



**ECIL:CP:MPS:PT-126/16-17 DATE: 18.06.2016**

**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 negotiations 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 Bidder with stamp  
(To be signed by an authorized signatory)