

**TENDER NO: ED/SWG/Labour Contractor/09-10/001/RNB.**

Tender for providing Unskilled Labours, Electrician, Welder, Packer etc.

Last date of submission of offer : 22.08.2009

Tender will be opened on : 24.08.2009

E.M.D. Rs. 5,000.00 (Rupees five thousand only).

Bidders are requested to be present at the time of opening of Tender.

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**TECHNO COMMERICAL BID.**

**ELEGIBILITY CONDITIONS :**

1. The Tenderer should have minimum continuous experience of five years in providing Unskilled Labours for material handling, loading/unloading, House keeping, Sweeping and Cleaning, and Packing of materials, Welders, Electricians etc. in a reputed manufacturing Unit of medium sized or above (proof for having continuous service of minimum five years to be enclosed). The Tenderer should have a minimum three running Contracts in a reputed manufacturing Industry of medium size at the time of tendering. The name and addresses of the clients are to be furnished. The tenderer should have a strength of not less than 150 Unskilled Labourers and 5 to 10 Nos in other categories in Kolkata at the time of Tendering (proof to be submitted).
2. The Bidder should have a minimum turnover of 20.00 Lacs per annum for the three financial years. The Bidder should submit Audited Balance Sheet for three financial years (2006-07, 2007-08 & 2009-10).
3. The bidding Firm should have Licensed/ Registered the Firm under relevant law – proof of Registration (Certificate of incorporation/ Firm Registration Certificate to be enclosed, for partnership firm certificate copy of Registered Partnership Deed to be enclosed).
4. The Firm should have valid ESI & PF Registration numbers. Copy of allocation letter and copy of latest remitted Challans shall be enclosed.
5. EMD to be enclosed. Tenders without EMD will be rejected.

**GENERAL CONDITIONS**

1. Age of Labours should be between 20years to 40 years with good physique.
2. The Contractor shall not appoint any sub-Contractor of sublet or assign or transfer any of his rights under the Agreement to other persons. In the event of any such transfer or assignment, the agreement shall, at the option of our Company, stand terminated and Security Deposit deposited by the Contractor shall be forfeited.
3. The Tenderer should have sufficient infrastructure and resources in Kolkata to rotate the manpower, to strictly ensure that no labourer provided by him continues in our Units beyond a period of six months.
4. If Service Tax is applicable, the same is to be specified by you including the rate at which Service Tax is paid. In that case, bidder has also to enclose latest valid Registration Certificate under service tax.
5. The Tender documents shall be signed on each page.

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**EARNEST MONEY DEPOSIT**

The Tenderer shall be required to deposit a sum of Rs. 5,000/- (Rupees five thousand only) as Earnest Money by Demand Draft to be drawn in favour of M/S ANDREW YULE & COMPANY LIMITED, payable at Kolkata. No tender will be accepted or considered without the remittance of Earnest Money Deposit. Earnest Money Deposit is to be sent in a Secured Sealed cover.

**SECURITY DEPOSIT**

The successful bidder shall furnish a security deposit of Rs. 25,000/- (Rupees twenty five thousand only) towards performance of this contract. The EMD paid by the successful bidder will be converted into Security Deposit. For the balance amount, the successful bidder shall deposit Security Deposit by a DD or in the form of Bank Guarantee. If the Contract is not performed as per the terms and conditions, then the Security Deposit will be forfeited.

The tenderer whose tender is accepted should commence the work with effect from the date as notified by the Company. If he fails to do within the stipulated time, the Earnest Money deposited by him will be forfeited.

**TERMS AND CONDITIONS OF DEPLOYMENT**

1. The Contractor shall comply with all the provisions as required under the appropriate acts of Government and also Statutory requirements as applicable.
2. The Contract will be for a period of 12 months with a provision to extend by one more year, if mutually agreed upon. However, the first three months will be considered as probation/trial and during this period, if any lapse/inadequacy is noticed the contract can be terminated by the Management without any notice. On successful completion of probation/trial the contract will be confirmed for the remaining nine months.
3. The Management reserves the right to fix/ change the duty/ shift timings any time during the pendency of the Contract.
4. The bidder shall submit the residential addresses of his personnel proposed to be deployed by him within one week from the date of award of Contract.
5. The requirement of various types of labourers may vary subject to requirement of Andrew Yule & Company Limited, Electrical Division, Kolkata Operations.
6. Income Tax, as applicable, will be deducted from the bills payable. The tenderer on awarding contract, shall produce the Firm's PAN No.
7. Payment will be made on monthly basis after receipt of pre-receipted invoice along with proof of ESI & PF contribution paid and with attendance particulars

duly certified by the Personnel Department. Subject to this compliance only monthly payment shall be released. Normally, payment for any month will be released before end of next month.

8. The Contractor should ensure submission of periodic returns as required under Contract Labour (R&A) Act 1970, Employees' P.F. & Misc. Provisions Act, 1952, ESI Act 1948 etc. and copy of each of the returns submitted should be made available to Principal Employer and enforcement officer under each statutory Act.

9. **WAGE COMPONENT**

You have to quote the Monthly Wages for 8 hours duty daily, for your labours in various types of activities. You have to quote Monthly Wages for 8 hours duty daily strictly as per W.B. Minimum Wages Act in your Price Bid. Your price bid will contain item by item split up details like Minimum Wage, ESI, PF, Bonus, Labour Welfare fund etc.

You have to quote your service charges and service tax separately (both components to be quoted separately) without mixing up with wages components, mentioned above.

In case of any increase in Minimum Wages, during the operation of the contract, the management will pay the increase in wages subject to your producing relevant proof for increase in wages as well as payment made by you on the basis of the revised wage. There will be no other increase in other rates other than that of Minimum Rates that is notified by the Government.

10. Advance information will be given in writing to the Contractor about the daily requirement of Labours. The Contractor shall provide the required number of workmen everyday. Whenever there are less labours than the required strength, the company shall employ personnel at the risk and cost of the Contractor.

Any amount which becomes due to the Company on account of the above shall be settled either by way of direct payment of such amount through Cheques to the company by the Contractor or recovery from the bills due to the contractor or Bank Guarantee. The Contractor should not stop supply of any workmen abruptly, the contractor before change of any workman should give at least a minimum notice of one week. This is important from the point of view of continuity of work.

11. The company reserves the right to terminate the contract by giving one month's notice without assigning any reason thereof.
12. The firm can visit our campus site on any working day between 15.00 hours to 17.00 hours for discussions if any.

**THE RIGHTS OF THE COMPANY**

The company reserves the right to accept any tender irrespective of whether it is lowest or otherwise or to reject any or all tenders without assigning any reason thereof.

**ARBITRATION**

If any dispute arises between the company and the contractor as to the terms and conditions of the agreement only the competent Court at Kolkata have exclusive jurisdiction to entertain a claim or for enforcement of award. Notwithstanding reference of any matter for arbitration the contractor shall continue to execute itself is a subject matter for arbitration.

**FORCE MAJEURE**

In case of strike, accident, natural calamity, acts of god and other unforeseen contingencies causing stoppage of production in Andrew Yule Factory/ Factories, Andrew Yule & Co. Ltd. reserves the right to cancel and/or modify this contract without liability for compensation and/or claim of any description.

**NOTE**

This is a two part tender viz. COMMERCIAL BID and PRICE BID. Hence quotation should be submitted in separate sealed covers superscribing the envelop as (a) COMMERCIAL BID with reference number as given in our advertisement and (b) PRICE BID with reference number as given in our advertisement. Both the covers mentioned in items (a) and (b) should be put together in a cover superscribing the Tender Number and Due Date of submission of Tender.

Commercial Bid should contain the documents in support of the (1) Eligibility condition and (2) Earnest Money Deposit. As a measure of accepting all the terms and conditions the authorized signatory of the bidder shall sign all the pages of the tender document with their Company Seal.

Price Bid should contain the wages components as mentioned in Sl. No. 9 (Wage Components) and in ANNEXURE-B for Labours in the various activities.

The Basic requirements for Commercial Bid are detailed in Annexure(A). All bidders should fill up the Commercial Bid details in Annexure(A) and enclose the same.

Any Commercial Bid and Price Bid not in proper order, will be summarily rejected.

**TENDER EVALUATION**

Tenderers who have not met the bid qualification and those bidders who have not enclosed the EMD as per Tender Specification will be rejected.

While the bid qualification requirements are the minimum basic requirements to get the Commercial bids accepted, the capability of the bidder will be assessed by Andrew Yule & Co. Ltd. and based on the assessment, the Commercial Bid will be accepted and Andrew Yule assessment in this regard will be final.

**COMMERCIAL BID**  
**(ANNEXURE-A)**

**REQUIREMENT**

1.	Minimum continuous experience of 5 years of service in providing round the clock services in a reputed manufacturing unit of medium size or above.	YES/ NO If yes, proof to be enclosed.
2.	Three running contract in reputed manufacturing industries of medium size and above at the time of tendering with name and address of clients.	YES/ NO If yes, proof to be enclosed.
3.	Strength of labours	YES/ NO If yes, proof to be enclosed.
4.	Turnover of Rs. 20 Lacs per annum; Audited P&L Account & Balance Sheet for consecutive three years	YES/ NO If yes, proof to be enclosed.
5.	Registration Certificate of Firm; for Partnership Firm Registered Partnership Deed.	YES/ NO If yes, proof to be enclosed.
6.	ESI Code No. and Challans for amount last remitted.	YES/ NO If yes, proof to be enclosed.
7.	P.F. Code No. & Challan for amount last remitted.	YES/ NO If yes, proof to be enclosed.
8.	E.M.D.	Demand Draft No. Date : Amount: Bank:
9.	Service Tax Registration No.	YES/ NO If yes, proof to be enclosed.
10	Income Tax PAN No.	YES/ NO If yes, proof to be enclosed.
11.	Undertaking by Tenderer that Security Deposit shall be furnished on awarding of Contract.	

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ANNEXURE – B

Price Bid shall contain the split up details as follows :

Type of labour	Wages per month as per Minimum Wages Act applicable to W.B. at present	ESI as per the Act i.e., Employer's contribution @4.75% of Gross Wages	Provident Fund as per the Act @12% at present	Bonus @8.33%	W.B. Labour Welfare Fund Act i.e., @Rs. 6/- per head half yearly i.e., twice in a year.
Unskilled/ Loading & Unloading /Material Handling/ House keeping & other allied jobs/ Sweeping and cleaning of office & factory premises, toilets, bathrooms etc.					
PACKER					
WELDER					
ELECTRICIAN					

Other Taxes & Duties, if any :

Details of other payments, if any: