

(UNDER JURISDICTION OF KOLKATA)

ANDREW YULE & COMPANY LIMITED

(A Government of India Enterprise)

ENGINEERING DIVISION

“YULE HOUSE”

8, DR. RAJENDRA PRASAD SARANI

KOLKATA-700 001

Phone: 2242-8210 / 2242-2414 / 2242-2118 / 2242-7722 / 2242-8550 / 2242-5139

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NOTICE INVITING TENDER

REF: ENGD/LAB-CON/KW/09-10/ 01

LAST DATE OF BID SUBMISSION : 30 DECEMBER, 2009

TENDER FEE: Rs. 200/-

EARNEST MONEY: Rs. 10,000/-

1. Sealed tenders are invited from eligible Labour Contractors registered with Labour Department by Andrew Yule & Company Limited, Engineering Division, for various services viz. Material Handling, Sweeping & Cleaning, Sand Blasting & Painting, Gardening etc. at Kalyani Works. The offer is invited for a period of 12 months with a provision to extend further on mutual agreement. The details of services required are given in Annexure-III.

TYPE OF TENDER - TWO PART BID

2. The Bids must be received on or before 3.00 P.M. (INDIAN STANDARD TIME) of 30/12/2009.
3. The Techno-commercial Bids shall be opened at 4-30 P.M. (IST) on the same day in the presence of the representatives of the bidders who choose to remain present. In case scheduled date of opening of tenders happens to be a holiday, the tenders shall be opened at 4-30 P.M. (IST) on the next full working day.
4. METHODOLOGY FOR THE SUBMISSION OF TENDERS:
 - 4.1 There will be no physical sale of Tender Document. Tender Document to be Downloaded from our Website www.andrewyule.com
 - 4.2 Offers must be submitted in two sealed COVERS as per details shown at Para 4.3 below. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted to the office of Senior Manager (Commercial), **Andrew Yule & Co. Ltd., ‘Yule House’, 8 Dr. Rajendra Prasad Sarani, Kolkata - 700 001.**

Incomplete offers and / or offers received after the due date and time of submission of tenders is liable for rejection and shall not be opened without assigning any reasons.

Offer received through FAX, TELEGRAM or E-mail will not be considered.

4.3 The bidders must submit their offer in two separate sealed COVERS and these two covers should be put in an outer cover super scribing there on Tender No and Date, and Date of opening of the tender.

- PART-I will contain requisite Earnest Money & Tender Fee deposit and general Terms and Conditions (Annexure I & II) duly signed by the tenderer super scribed by “**Techno-commercial Bid**”.
- PART-II will contain rate quotation i.e. Schedule of the Tender super scribed by “**Price Bid**”. Price bid will be opened only for technically suitable parties.

Bidders are required to submit Tender Fee of Rs. 200.00 in the form of A/C Payee Demand Draft / Bankers Cheque in the name of ANDREW YULE & CO LTD drawn on any Nationalized Bank of India. In case such tenderers claim exemption for payment of tender fee, the envelope should contain self-certified copy of documents, proving entitlement for exemption from payment of tender fee. Tender Documents not accompanied with the tender fee / exemption document as specified above will be rejected. The Tender Fee is non-refundable.

4.4 In case of all tenders, **Earnest Money Deposit (EMD)** is mandatory. Earnest Money shall be deposited in the form of D.D. drawn in favor of ANDREW YULE & CO LTD drawn on any Nationalized Bank of India. EMD of unsuccessful tenderers will be refunded after the finalization of the tender. No interest will be paid for the amount deposited as EMD.

4.5 All envelopes containing the tenders shall be properly stamped and sealed. Envelopes stapled shall not be accepted. Offers, erased and over-written will be summarily rejected unless corrections are made by crossing out the part in error and the rewritten / corrected part is authenticated with the bidder's signature.

4.6 The Terms and Conditions, as enclosed in Annexure – I & II and Specification of Work enclosed as Annexure III would be applicable in the event of any offer being accepted.

4.7 All the papers in the tender and terms and conditions must be signed with the seal of the bidders. Offers received without signature and seal on all pages shall be liable for rejection.

4.8 The tenderers are advised to inspect the works in their own interest before submission of Tender. The works can be inspected during office hours on any working day with prior appointment.

5. In the event of non execution of work after issue of P.O., tenderer's EMD would stand forfeited and any other action which deemed fit may be taken against the tenderer.
6. **AYCL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER.**
7. Sealed offer should reach us positively on or before Due Date at following address:

M/s. Andrew Yule & Co. Ltd.
Engineering Division
'YULE HOUSE'
8, Dr. Rajendra Prasad Sarani
Kolkata - 700 001
Under attention of Mr. Shankar Ghosh. Sr.Manager (Commercial)

Tenders received after Due Date and time will be treated as cancelled.

Terms and Conditions

1. Interested Labour Contractors may quote their rates for engaging labourers on monthly wage basis plus Service Charges in percentage on labour rate quoted. Your price bid will contain item by item split up details like Minimum Wage, ESI, PF, Bonus, Labour Welfare Fund etc.
2. The tenderer should be duly registered, independently established and should comply with the following statutory formalities and produce the following at the time of submission of tender.
 - a) License from Labour Department for any work done during earlier period.
 - b) P.F. registration code from Provident Fund authority.
 - c) Group insurance coverage to the workmen engaging or ESI coverage is must.
 - d) Income Tax Clearance certificate.
 - e) Permanent Account Number (PAN) and Bank name.
3. The tenderer should have a minimum 2 years experience for supplying labourers and carrying out contractual job in reputed companies (Labour supply contract).
4. Earnest Money Deposit Rs. 10,000/- by a crossed DD / A/c. Payee Cheque, payable at par, in the name of Andrew Yule & Company Limited, must be submitted along with your quotation. Offers without EMD are not acceptable and liable to be rejected.
5. The Contractor shall pay daily wages in accordance with the Minimum Wages fixed by the Govt of West Bengal and revised from time to time and the payment should be made on or before the specified date under the Payment of Wages Act/Minimum Wages Act.
6. Income Tax as applicable at source will be deducted.
7. The work is to be carried out from as per our requirement.
8. The required strength of workers under various categories as stated in Annexure-III is indicative only. The actual deployment shall be as per actual requirement and to be decided by the Works Management.
9. Terms of Payment – Payment of wages will be made on the 10th day of succeeding month. The Contractor will be responsible for making the payment directly to the labourers by 7th of each month from his own sources and subsequently raise the bill for reimbursement.
10. The tenderer has to maintain all the Registers and Records duly up-dated as per the Contract Labour (Regulations & Abolition) Act 1970 and Rules 1971, the Payment

of Wages Act & Rules and the Payment of Minimum Wages Act & Rules are applicable to the contractor.

11. The tender either fully or partly may be rejected by the company without assigning any reason thereof. The company reserves the right to engage any other contractor for the said job to meet urgency.
12. The offer shall remain valid for 90 days from the date of opening the tender.

I / we hereby agree to carry out the work as per the terms & conditions of the work order / contract.

Date :

Address of the Tenderer

Signature of the Tenderer with seal

Other Terms & Conditions for Carrying Out Miscellaneous Works in Our Factory

1. All the jobs entrusted to the contractor from time to time shall be carried out strictly according to the instructions given in the contract by the manager of the company or any one authorized on his behalf.
2. The work shall be supervised by the contractor himself. It is distinctly understood that the contractor shall not on any account employ any subcontractor to undertake the said work.
3. The contractor shall engage workmen on day-to-day basis subject to availability of work and requirement and company's permission for fixing his labour strength from time to time.
4. The normal working hours shall be 09.00 AM to 05.30 PM with half-an hour lunch break. However, the timing may be changed at the discretion of the management from time to time.
5. If the company incurs any liability by way of demurrage, etc. due to any lapse on the part of the contractor, the same will be recovered by the company from the contractor's bill.
6. If the contractor incurs any liability to his workmen or to any other party on account of termination of the contract, the same shall be discharged by the contractor himself.
7. The contract may be terminated by either side with 3 calendar months' notice in writing.
8. The contractor must submit the current and valid income tax clearance certificate to our Accounts department.
9. No advance on any account will be paid to the contractor during the period of contract.
10. Annual bonus should be paid by the contractor to the workmen engaged by him every year.
11. The contracted rate as indicated will be in force for a period of one year as mentioned in the work order. No enhancement of rate, etc. will be allowed during the contract period.
12. Contractors should ensure that labourer(s) having due coverage under ESI, PF are deployed at the factory. Due intimation about ESI & PF of each labourer has to be given immediately on deployment at the factory.

13. Bills have to be submitted by the contractor duly supported by the copies of ESI & PF challans of the previous month.

Return of ESI & PF in respect of the labourer(s) deployed at the factory have to be submitted to the respective authorities in due time and a copy of such document duly acknowledged by the authorities may also be furnished to Accounts Department.

14. Licence has to be taken under Contract Labour (Regulation & Abolition) Act, 1970 and rules made there under. A photocopy of the said licence is to be furnished. Renewal and/or modification, if required, should be made by the contractor.
15. Contractor shall pay daily wages in accordance with the minimum wages fixed by the Government of West Bengal and revised from time to time. The payment should be made on or before the specified date under the payment of Wages Act / Minimum Wages Act.
16. Personal Safety Protective Equipment should be arranged / provided by the contractor to the labourer(s) engaged by him.
17. Strict observance of the usages of Personal Safety Protective Equipment by the labourer(s) has to be ensured by the contractor.
18. Performance of all the laws of the land covering employer and / or labour will be the responsibility of the contractor and any payment in this respect will be to the account of the contractor only.

I / we hereby agree to carry out the work as per the terms & conditions of the work order / contract.

Date :

Address of the tenderer

Signature of the tenderer with seal

Details of labourer utilization on daily basis

A. Our daily labourer utilization is 8 heads for various jobs inside the factory as mentioned below.

- Material handling from various sheds and Stores.
- Loading & unloading of jobs on machine.
- Removal of scrap from machine.
- Sweeping of shop floor.
- Maintenance of plant & machinery.
- Tea corner inside Administrative Building.
- Other utility jobs e.g. cleaning of water tanks (overhead & underground), civil job, if required, on emergency basis, jungle cutting as and when required.

Labour heads required

- Maintenance Dept - 2 Heads
- Sweeping, cleaning & helping - 3 Heads (Shed – 6 & M/c Shop)
- Sweeping, cleaning & helping - 2 Heads (Shed – 7)
- Tea corner in Adm. Building - 1 Head

Total head required per month: 8 heads x 26 days = 208

Total head required per year : 208 x 12 month = 2496

B. Labour heads required during off-days

During off-days labourers are utilized for various jobs, which are not possible during working days, are as follows –

- Cleaning of underground tanks.
- Cleaning of overhead tanks.
- Cleaning & repairing of sheds.
- Cleaning of drain inside the factory premises
- Civil Work

Estimated labourers required during off-days in a year are –

3 heads x 4 weeks x 12 months = 144

C. Labour heads required for Sand Blasting & Painting

$$6 \text{ heads} \times 26 \text{ days} \times 12 \text{ months} = 1872$$

D. Labour heads required for Garden Maintenance

$$2 \text{ heads} \times 26 \text{ days} \times 12 \text{ months} = 624$$

E. Labour heads required for sweeping, cleaning of office space and toilets at the Adm. Building, Medical Deptt. & Canteen (Ground Floor & First Floor)

$$1 \text{ head} \times 26 \text{ days} \times 12 \text{ months} = 312$$

F. Labour heads required for sweeping, cleaning of Office and Toilets at Shed No. 6, Stores, Project Deptt., Security Office and toilet at Main Gate

$$1 \text{ head} \times 26 \text{ days} \times 12 \text{ months} = 312$$

G. Total requirement of Labour Heads in a year

$$2496+144+1872+624+312+312= 5760$$