

Tender Fee: Rs.500/- + 18%GST



**Society for Applied Microwave Electronics Engineering
and Research (SAMEER)
Centre for Electromagnetic Environmental Effects (E3),
Visakhapatnam**

(An autonomous R&D Laboratory under Ministry of Electronics and IT,
(MeitY), Government of India)

Plot No.40, APIIC Industrial Park, NH-16,
Gambheeram Village, Anandapuram Mandal,
Visakhapatnam, Andhra Pradesh – 531163
Tel: 0891-2867612, Fax: 0891-2867602
Email: purchasvizag.sameer@nic.in,
Website: ce3.sameer.gov.in

Tender Document for providing Manpower on Outsource basis
{For a period of two years}

Tender No. SMR_E3_VIZ/PUR/GN002/2020-21

SAMEER - Centre for Electromagnetic Environmental Effects (E3),
Plot No.40, APIIC Industrial Park, NH-16, Gambheeram Village, Anandapuram Mandal,
Visakhapatnam, Andhra Pradesh – 531163

TENDER NOTICE**Tender Notice No. SMRE3_VIZ/PUR/GN002/2020-21**

I	Authority, Designation and Address	The Programme Director, SAMEER - Centre for Electromagnetic Environmental Effects (E3), located at Plot No.40, APIIC Industrial Park, NH-16, Gambheeram Village, Anandapuram Mandal, Visakhapatnam, Andhra Pradesh-531163. Website: ce3.sameer.gov.in
II	A. Name of the work/Purchase: B. Place of execution	Providing manpower on outsource basis for SAMEER, Visakhapatnam Visakhapatnam
III	Tender documents - Place and due date for obtaining tender	Tender documents can be downloaded from website / or obtained from 05.08.2020 to 29.09.2020 at the address mentioned in column.
IV	Due Date, time and place of submission of Tender	Due Date: 30.09.2020 Time: 17.00 P.M. Place: At the address mentioned in column I
V	Date, time and place of Tender Opening	Opening : 01.10.2020 Time: 10.30 A.M. Place: At the address mentioned in column I
VI	Any other important criteria specified by the tender inviting authority	Tender received after due date and time will be summarily rejected.
VII	EMD	25,000.00
VIII	Tender Fee (Including GST)	590.00
IX	Bank details for payment of EMD / Tender Fee in case of NEFT Payment	Bank A/c No. 33954630614 Bank Name: SBI IFSC Code: SBIN0004362 Branch: MADHURAWADA (04362)

Sealed tenders are invited for providing manpower on outsourcing basis for SAMEER - Centre for Electromagnetic Environmental Effects (E3), Visakhapatnam from well-established reputed firms/registered Service Providers for providing various type of manpower on outsource basis. The details of the manpower requirement are given in Section IV. The number will be determined on assessment of work load by SAMEER from time to time. The bid should be sealed by the bidder and duly super scribed as Tender No: SMRE3_VIZ/PUR/GN002/2020-21 and name of the tender with due date for submission.

The intending eligible bidders may download the tender document from the official website i.e. ce3.sameer.gov.in. The Tender Fee is payable by way of NEFT / DD. They must ensure that requisite tender document fee of Rs.590/- including 18% GST (Rupees five hundred and ninety only including GST) is enclosed in the form of Account Payee Demand Draft from any commercial bank in favour of SAMEER – Centre for Electromagnetic Environmental Effects (CE3), Vizag or NEFT UTR details with their tender, failing which the tender will be treated as incomplete and will be ignored. The EMD and the Tender Fee Demand Drafts / NEFT (UTR) details should be enclosed with the Technical Bid of the Tender document.

**PROGRAMME DIRECTOR
SAMEER, Visakhapatnam**

DISCLAIMER

The information contained in this Tender document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of SAMEER, Vizag, is provided to the bidder(s) on the terms and conditions set out in this TENDER document and all other terms and conditions, subject to which such information is provided.

This TENDER document is not an agreement and is neither an offer nor an invitation to offer by SAMEER, Vizag. This TENDER is to invite proposals from applicants who are qualified to submit the bids ("Bidders"). The purpose of this TENDER is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids). This TENDER does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this TENDER and wherever felt necessary obtain independent advice. SAMEER, Vizag, makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. SAMEER, Vizag, may in its absolute discretion, but without being under any obligation to do so and without prejudice to its rights, update, amend or supplement the information in this TENDER.

The information contained in this TENDER document is selective and is subject to update, expansion, revision and amendment. SAMEER, Vizag, does not undertake to provide any Bidder with access to any additional information or to update the information in this TENDER document or to correct any inaccuracies if any therein, which may become apparent. SAMEER, Vizag, reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this TENDER and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of SAMEER, Vizag. Any information contained in this TENDER document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by SAMEER, Vizag.

Information provided in this TENDER is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SAMEER, Vizag, does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, SAMEER, Vizag, also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

SAMEER, Vizag, reserves the right to reject any or all the expression of interest / proposals / Bids received in response to this TENDER at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of SAMEER, Vizag, shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

SECTION-I**TENDER DOCUMENT****1. THE ELIGIBILITY CRITERIA**

- 1.1 The bidder should be a registered and Bonafide Agency having similar experience of at least four (4) years with minimum having 1year experience in Govt. organization.
- 1.2 Average annual financial turn over during the last 3 years ending 31st March of previous financial year should be at least 10% of order value.
- 1.3 Proof of similar experience during the last four (4) years in the field
- 1.4 Any contractor having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible.

2. TENDERING PROCESS:

- 2.1 The tenders are invited on a two-bid system i.e. the qualifying bid (technical bid including tender fee and EMD) and then the financial bid:

- (i) The tender form for Technical bids prescribed at Annexure–I (Attached) complete in all respect (Including Tender fee with GST and EMD) should be submitted in sealed cover superscribed – **“Technical Bid – Providing manpower on outsource basis to SAMEER-CE3, Vizag”**.
- (ii) The tender form for Financial bids prescribed at Annexure–II (Attached) complete in all respect should be submitted in sealed cover superscribed – **“Financial Bid – Providing manpower on outsource basis to SAMEER-CE3, Vizag”**.
- (iii) The above two sealed covers should be put together in another big cover/envelope which should be sealed with wax. The cover shall be and super scribed as **“Tender No: SMRE3_VIZ/PUR/GN002/2020-21 and Name of Tender **“Providing manpower on outsource basis to SAMEER-CE3, Vizag”** and addressed to**

“The Programme Director,
SAMEER - Centre for Electromagnetic Environmental Effects (E3),
Plot No. 40, APIIC Industrial Park, NH-16, Gambheeram Village,
Anandapuram Mandal, Visakhapatnam, Andhra Pradesh – 531 163.

Further, the sentence **“NOT TO BE OPENED”** before due date and time of tender opening, should also to be indicated on this envelope. If the outer big envelope is not sealed and marked properly as above, SAMEER will not take any responsibility for its misplacement, premature opening etc. The Envelope should be dropped in the Tender Box at SAMEER in the above address on or before the due date.

- (iv) **Exemption of EMD:** The firm or the bidder who have valid registration with National Small Industries Corporation (NSIC) as on the date of submission of bids are exempted from payment of EMD. If exemption from submission of EMD is claimed and valid supporting document as required is not submitted along with techno-commercial bid, then the offer will be considered as non-responsive and will not be processed further.

- 2.2 **Contents of the Technical Bid:** The tender form for Technical Bid is as per Annexure-I, complete in all respects.

The bidder in this regard should submit the following documents in the Technical Bid:

- (i) Financial status: The annual turnover of the bidder for the last three years. (Copies of I.T. returns, P & L A/c and balance sheet to be enclosed)
- (ii) The bid should be accompanied by two separate Demand drafts or NEFT (UTR) details for Tender Fee for **Rs.590/- (non-refundable) inclusive of GST** and Bid Security (EMD) of **Rs.25,000/- (Rupees Twenty-five Thousand Only)**. The bid received without tender fee and Bid Security (EMD) will not be considered.
- (iii) Copies of documentary evidence of similar work carried out during the last 4 years, (Eligibility criteria).
- (iv) Copies of the following documents to be enclosed:
 - a. Copy of PAN Card,
 - b. Copy of TIN/ GST registration certificate.
 - c. Copy of Registration / Incorporation of the firm/company
 - d. Registration details with Labour Commissioner
 - e. Other related documents,

Proof of bidder being registered and Bonafide contractors having similar experience of last four years.

Any service provider having any legal suit / criminal case pending against its proprietor or any of the Directors (in case of Private Company) or having been earlier convicted on grounds or moral turpitude or for violation of laws in force shall not be eligible.

- 2.3 **Contents of Financial Bid:** The financial bid shall contain the financial details of the tender as per Annexure II.

SECTION-II**INSTRUCTIONS TO BIDDERS****1. INTRODUCTION****1.1 Definitions:**

- (a) "SAMEER" means the Society for Applied Microwave Electronics Engineering and Research (SAMEER), Visakhapatnam.
- (b) "Bidder" means any registered entity engaging in business such as a Public Ltd, Proprietorship, partnership, private concern or corporation who participates in this tender and submits its bid.
- (c) "Agency" means any registered entity engaging in business such as a Public Limited, proprietorship, partnership, private concern or corporation who are providing the manpower services, under the contract.
- (d) "Scope" means standards of works mentioned in Section IV, which the Agency is required to take during the contract period.
- (e) "Price" means the price payable to the Manpower Service providing Agency under the work order for the full and proper performance of its contractual obligations.
- (f) 'Parties' mean SAMEER as one part and the Agency as the other part

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect, will be at the bidder's risk, and may result in rejection of the bid.

1.2 CLARIFICATION OF THE BID DOCUMENTS BY THE AGENCY:

A prospective bidder, requiring any clarification of the Bid Documents shall notify SAMEER in writing or by Fax at SAMEER's mailing address indicated in the Invitation for Bids. The clarification will be accepted till 2 (two) days before from the due date of tender. The reply will be communicated to respective bidders.

2. PREPARATION OF BIDS

- 2.1 Clause by Clause compliance demonstrating substantive responsiveness to all the conditions by signing and stamping on all the pages of the original bid document No. SMRE3_VIZ/PUR/GN002/2020-21 by authorized person(s),
- 2.2 The financial bid shall contain price schedule in which the values will be filled in the appropriate columns.
- 2.3 Conditional bids will not be accepted.
- 2.4 The Agency shall submit his tender, only after carefully examining the whole of the tender documents and the conditions of tender and of contract, scope of work etc.

Note: All the documents submitted (whether original or photocopy) in the bid must be legible & self-attested.

3. BID PRICES:

- 3.1 The Service Charges to be charged by the Agency should be clearly indicated. It should be fixed price and not in percentage.
- 3.2 Prices indicated on the Price Schedule shall be entered in the following manner:
- (i) The service charges shall be quoted clearly.
 - (ii) All the taxes and levies included in the rate quoted shall be clearly mentioned.
 - (iii) It should be ensured that the amounts are written in such a way that interpretation is not possible. No blank space should be left.

4. BID SECURITY (EARNEST MONEY DEPOSIT):

- 4.1 The bidders shall furnish, as part of his bid, a Bid Security (EMD) for an amount of Rs.25,000/- (Rupees Twenty-five Thousand Only) in the form of NEFT / Demand Draft/ Banker Cheque from any Nationalised Bank in favour of "SAMEER - Centre for Electromagnetic Environmental Effects(E3)," payable at Visakhapatnam. The BS/EMD will bear no interest whatsoever. Any other form of submission of EMD will disqualify the bidder. **EMD & Tender fee should be enclosed with the Technical Bid of tender document.**

- 4.2 The bid security is to protect SAMEER against the risk of bidder's conduct, which would warrant the bid security's forfeiture.

- 4.3 A bid not secured in accordance with Para 4.1 shall be rejected by SAMEER being nonresponsive at the bid opening stage and returned to the bidder.

- 4.4 The bid security/EMD of the unsuccessful bidder will be discharged /returned to them at the earliest / 30 days after award of contract/order. The BS/EMD of successful bidder will be retained as Retention Money and the same will be returned after one month from the date of settlement of final bill without any interest.

- 4.5 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity or makes modifications to his tender which are not acceptable to SAMEER.
- (b) In the case of a successful bidder, if the bidder fails to sign the contract and does not furnish the security deposit.
- (c) Failure to fulfill the contract terms & conditions

4.6 SECURITY DEPOSIT:

The Agency shall furnish a Security Deposit in the form of NEFT or by Demand Draft for 10% of the total Contract Value of one year. This Security Deposit should be furnished within 10 days of the issue of the Contract. This Security Deposit will not bear any interest. The Security Deposit will be refunded after satisfactory completion of the contract. Security Deposit can be forfeited (partly / fully) in case if GST / EPF / ESI compliance is not met depending upon the cause.

5. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 90 days after the date of bid opening prescribed by SAMEER.

6. FORMATS AND SIGNING OF BID:

- 6.1 All pages of the Technical bid and Financial Bid, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

6.2 The bid shall contain no insertions, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

7. LATE BIDS:

Any bid received by SAMEER after the due date & time for submission of bids prescribed by SAMEER shall be rejected.

8. OPENING OF BIDS BY SAMEER:

8.1 SAMEER shall open bids in the presence of bidders or their authorized representatives who choose to attend, on Tender opening date. The bidder's representatives, who are present, shall sign in a register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

8.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

8.3 The date fixed for opening of bids, if subsequently declared as holiday by the SAMEER, Visakhapatnam, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

8.4 The Two bid tendering process comprises the following:

- (i) The *technical bids* will be opened in the first stage, on Tender opening date and the same will be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender documents and the offers received from the bidders.
- (ii) In the second stage, the *financial bids* of only the technically accepted offers (as decided in the first stage above) will be opened for further scrutiny, evaluation, ranking and placement of contract. The financial bids of the eligible bidders will be opened after intimating the date and time to bidder through mail/fax, etc.,

9. CLARIFICATION OF BID DOCUMENTS BY SAMEER

To assist in the examination, evaluation and comparison of bids SAMEER may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

10. TENDER EVALUATION:

10.1 SAMEER shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

10.2 Tender committee will scrutinize the bids based on the eligibility criteria and technical specification compliance. The technically qualified bidders only will be called for financial bid opening.

10.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by SAMEER. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Agency does not accept the correction of the errors, his bid shall be rejected.

- 10.4 **The evaluation and comparison of responsive bids shall be done only on the Service Charges offered as indicated in the Price Schedule of the Bid Document.**
- 10.5 **Bids received with 'Nil' charges or 'Complimentary' or unrealistically low charges shall not be considered. The bidders are advised to be careful while quoting rate of administrative charges.**
- 10.6 SAMEER may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 10.7 L1 Bidder will be selected based on the Service charges quoted. The Bidder, whose financial / Price Bid is accepted will have to enter into an agreement with SAMEER, Vizag, as per proforma given.
- 11. CONTACTING SAMEER:**
- 11.1 No bidder shall try to influence SAMEER on any matter relating to its bid, from the time of tendering till the time the contract is awarded.
- 11.2 Any effort by a bidder to influence SAMEER in SAMEER's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 12. SAMEER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
- SAMEER reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder or bidders. **Any deviations / irrelevant specifications in this tender will not be accepted.** Final decision of accepting or rejecting any/all bid(s) will be at the discretion of SAMEER.
- 13. PLACEMENT OF ORDER:**
- SAMEER shall consider placement of order on the bidder whose offer has been found technically and financially acceptable. SAMEER shall have full rights to place order fully or partially of the total requirement.
- 14. AWARD OF CONTRACT:**
- 14.1 SAMEER reserves the right to terminate the contract if the services are found unsatisfactory with two-month notice.
- 14.2 SAMEER reserves the right to disqualify the Agency for a suitable period who habitually failed to execute the services. SAMEER reserves the right to blacklist a bidder for a suitable period, in case, he fails to honour his bid without sufficient reasonable grounds.
- 14.3 The Agency shall strictly comply with the terms and conditions of contract. In case of violation of any of the terms, the contract shall be liable for cancellation immediately.
- 15. JURISDICTION:**
- The civil court, Visakhapatnam, will have the jurisdiction.
- 16. ARBITRATION:**
- If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be settled amicably between the parties through negotiations and conciliation whether during the existence of the contract and after the completion or abandonment of the contract. In case the parties are not able to settle the dispute or difference through negotiations and conciliation, such dispute or difference shall be referred to a sole arbitrator who would be appointed by the Director, SAMEER, Mumbai, as per the Arbitration & Conciliation Act,1996. The venue of the arbitration shall be at Visakhapatnam. The language of the arbitration proceedings shall be in English.

SECTION – III
Scope of Service and Terms & Conditions

1. GENERAL CONDITIONS:

- 1.1 **Scope:** The contract covers providing manpower at SAMEER, Visakhapatnam, as required from time to time. The details of the same are given in Section IV.
- 1.2 **Period:** The contract will be for a period of two years. After the expiry of the contract period, the service need not be continued taking it as deemed extension of period.
- 1.3 **Delivery/Execution of order:** The manpower shall be provided at SAMEER Visakhapatnam as per the requirements of SAMEER from time to time within the specified time.
- 1.3 **Payment:** No advance payment will be made. Payment will be made monthly and within 15 days from the date of receipt of invoice. Payments to the Service provider will be through NEFT Transfer.
- 1.4 **Income tax:** The income tax/TDS and other statutory deductions as applicable will be deducted from the payments made. Tax deduction certificate will be issued to the service provider by SAMEER.
- 1.5 The L1 Bidder will be selected based on the Service charges quoted. The Bidder whose financial / Price Bid is accepted will have to enter into an agreement with SAMEER, Vizag, as per pro forma given on non-judicial stamp paper of Rs.100/-.

2. SPECIAL CONDITIONS:

- 2.1 The persons deployed shall not be below the age of 18 years. Every person provided by the service provider will have to go through a screening test by SAMEER to be conducted, if required. Any person found to be not suitable will be replaced by new person immediately.
- 2.2 SAMEER will take the decision regarding the requirement of manpower in each category indicated in the Tender, and will have the right to vary it, from time to time, as per requirement.
- 2.3 The service provider shall ensure deployment of suitable people from proper background after investigation by the local police (P.V.C.), collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence, verification of certificates and recent photograph and withdraw such persons who are not found suitable by SAMEER for any reason immediately on receipt of such a request.
- 2.4 The personnel supplied by the service provider shall not divulge or disclose to any details of office, operational processes, technical know-how, security arrangements, and administrative/organizational matters of SAMEER.
- 2.5 The service provider shall withdraw/replace such employees who are not found suitable by SAMEER for any reasons, immediately, if such request is made by SAMEER.
- 2.6 The personnel supplied by the service provider shall not claim any benefit/ compensation/ absorption/ regularization of services from SAMEER, under the provisions of the Industrial Dispute Act 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other Act. There will be no "Employee-Employer Relationship" between the persons deployed by the service provider and SAMEER. They will be the employees of the service provider.

2.7 The normal working hours for all the category of personnel shall be from 9.00 A.M. to 5.30 P.M. on all working days (6 days a week). However, depending upon the urgency/exigency of work, the personnel may be required to work late (beyond office hours) or on holidays for which no additional compensation will be admissible.

2.8 Payment terms

Bills shall be submitted in duplicate by 7th of the following month to the authority specified in contract along with the

- ❖ List of workers with name, engaged against the work order each month.
- ❖ Copy of attendance sheet of workers engaged during the month, duly certified by the contractor.
- ❖ Copy of the muster roll indicating receipt of payments by each labourers duly countersigned by the controlling officer of having disbursed the wages.
- ❖ Documentary proof towards EPF & ESI contribution by both Employee and Employer for the duration of engagements for each contract labourer for the billed month duly signed by the contractor i.e., the computerized down loaded copy from the website of EPF India (www.epfindia.com) for the previous month duly signed and challan copy of the payment made in bank to EPF & ESI authority should be submitted. This challan should be exclusively for the personnel provided to SAMEER. No consolidated proof of challan including various other units will be accepted.
- ❖ The copy of receipt towards payment of GST pertaining to the previous month.
- ❖ Copies of wage slip issued by the contractor to his labourers as per rule 26(2) of the Minimum Wage Act 1948.

2.9 The service provider shall ensure that statutory the Rules & Regulations of the Minimum Wages Act of Labour Department, Govt. of Andhra Pradesh, are followed strictly including factors like EPF, ESI Act etc., The contractor shall attach a Certificate " that the wages have been paid in accordance with the above Acts" with the monthly bill submitted to SAMEER for payment. The service provider shall be required to provide the particulars of EPF, ESI, etc. on monthly basis.

2.10 The service provider shall ensure that the salary is not less than the Minimum Wages as per Tender document to the persons so employed and is disbursed by 7th day of the succeeding month thru Net Banking.

2.11 SAMEER, at its sole discretion, depending upon the workload may at any point of time, extend or curtail or make changes in the requirement of manpower by giving 15 days' notice.

2.12 SAMEER will maintain an attendance register in respect of the persons deployed.

2.13 No wage/remuneration will be paid to any personnel for the days of absence from duty. They will be given one paid holiday for a month. The applicable one-day leave cannot be carry forward to next month. If the leave is not availed for the particular month the leave stands lapsed and no salary will be paid.

2.14 The service provider shall provide replacement within 15 days of any person leaving work assigned by SAMEER, the due to his/her personal reasons at no extra cost. In case of delay, penalty amounting to one day salary of the concerned employee may be charged.

2.15 In case of long leave in excess of 15 days, suitable replacement shall be provided.

- 2.16 The service provider shall be contactable at all times and message sent by phone/ e-mail / fax from SAMEER should be promptly responded to in fulfilment of the contract from time to time.
- 2.17 SAMEER shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the persons of the service provider.
- 2.18 The persons of the service provider shall not join any labour union, political party or resort to strike or demonstration or any other agitation of this nature. The persons shall neither directly or indirectly, join nor assist any commission of civil nature and they will render their sincere & dedicated service during any kind of natural calamities to their best extent. The persons must not in any way act against the interest of SAMEER.
- 2.19 Any dispute between the persons employed by the service provider and the service provider, has to be sorted out by themselves outside the campus of SAMEER, Visakhapatnam and SAMEER should not be made as a party to their dispute.
- 2.20 The service provider has to provide photo identity cards to the person deployed.
- 2.21 The Service Charges to be charged by the service provider should be clearly indicated. The evaluation of the bid will be done by the TOC (Tender Opening Committee) on the basis of the administrative/service charges quoted by the bidder in the financial bid of tender documents. **Final selection of L1 bidder will be done by comparing the administrative/service charge quoted by the bidders. The lowest administrative / service charge will be considered as the L1.**
- 2.22 **Bids received with 'Nil' charges or 'Complimentary' or unrealistically low charges shall not be considered. The bidders are advised to be careful while quoting rate of administrative charges.**
- 2.23 SAMEER shall levy appropriate penalty for deficiency in services, violation of any terms & conditions of the contract, etc. Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract.
- 2.24 No sub-contracting will be allowed.
- 2.25 The service provider will be fully responsible for any accident or mishaps involving the persons engaged by the service provider and the service provider would pay the claims made by those victims. The service provider shall indemnify SAMEER from any claims arising out of accidents, disabilities of any nature or death or any other nature in respect of persons provided by the service provider.
- 2.26 It should be very clearly informed to the persons deployed by the service provider that the nature of job is purely temporary and co-terminus with the Project in which employed. At any time, their persons cannot claim any benefits which are applicable to the employees of SAMEER. Further, they cannot also claim for regular employment of SAMEER.
- 2.27 The service provider shall be liable to pay compensation for any loss and damage caused to property of SAMEER by the persons deployed by the service provider. The firm shall take Insurance to cover any loss of human beings and any other damages, which may happen during the course of service. SAMEER shall not be liable for the above losses or damages.

- 2.28 SAMEER is not guaranteeing the minimum number of persons to be deployed. It will be depending upon the Project Requirement as & when arises. The anticipated present requirement under different categories of personnel to be deployed will be as follows:

Sl. No	Required manpower	Category	No. of persons required
1	Electrical (Maintenance) with 2 years' experience	Other Categories – Highly-skilled	01
2.	Accountant with 3 years' experience	Office & General Category	02
3.	Admin/ Accts Asst.	Office & General Category	01
4.	Office Assistant	Office & General Category	01
TOTAL			05

SECTION IV**Quality of Manpower:**

SAMEER has prescribed the Bench Marks such as educational/professional qualification, experience, age, etc. in respect of the manpower to be engaged on outsourcing basis.

Support Manpower:

Sl. No.	Required Manpower	Qualification & Experience	Age
Other Categories – Highly Skilled			
1.	Substation Maintenance Engineer (Electrical) – Highly -skilled with 2 years' experience	Technical Qualification: ITI (Electrician) {with B license preferred} Assisting Site Engineer in installation, testing, commissioning of industrial electrical systems like office blocks, substation, electronic laboratories, conference room, canteen, etc. These systems provide power and lighting to the buildings which incorporates all electrically fed equipment, such as lifts, ensuring safety standards, data cabling etc. Should have experience in handling day to day activity at HT substation, DG set, Highly rated UPS and residential and industrial electrical installations.	18 to 35
Office & General Categories			
2.	Accountant with 3 years' experience	Graduate having minimum II nd class degree in any discipline from a recognized Indian university Technical Qualification: a. Passed in Typewriting test in English from Technical Institution with minimum 40-60 wpm typing speed. b. Experience in Tally ERP / MS Office c. Knowledge in passing Purchase/Accounts vouchers. e. Good command over English and excellent Communication skills	18 to 35
3.	Admin/ Accts Asst.	Intermediate passed with a. Passed in Typewriting test in English from Technical Institution with minimum 40-60 wpm typing speed. b. Knowledge in Tally ERP / MS Office	18 to 35

**Age and qualification may be relaxed for deserving candidates*

Annexure - I**Technical Bid for Providing Manpower on Outsource basis**

To
 The Programme Director,
 SAMEER-Centre for Electromagnetics Environmental Effects (E3)
 Plot No. 40, APIIC Industrial Park, NH-16, Gambheeram Village,
 Anandapuram Mandal, Visakhapatnam, Andhra Pradesh – 531163.

Sir,

Subject: **Providing Manpower on Outsource basis to SAMEER-CE3, Vizag.**

The undersigned have read and examined in details the tender document in respect of providing Manpower on outsource basis; do hereby express our interest to provide such services.

Correspondence Details:

1	Name of the Company	
2	Address of the Company	
3	Name of the contact person to whom all references shall be made regarding this tender	
4	Designation and address of the person to whom all references shall be made regarding this tender	
5	PAN & GST details	
6	Telephone No. (with STD code)	
7	Mobile No.	
8	E-Mail of the contact person	
9	Fax No. (with STD code)	

Document forming part of the bid:

We have enclosed the following:

1. Form I: FIRM Details
2. Form II: Declaration Letter
3. Form III: Check list
4. Annexure II: Letter of authorization in the name of the contact person representing the company
5. Annexure III: E-payment mandatory form
6. Annexure IV: Financial Bid without financial figures

Thanking you,

Yours faithfully,

(Signature of the Authorized Person)

Name & Designation

Business Address & Seal:

TECHNICAL BID
FORM I - FIRM DETAILS

The details in respect of the company are as given under:

1	Name of the Company	
2	Year of Registration / Incorporation	
3	Number of Employees as on _____	
4	Details of prior experience in similar service: Name of the Company / Firm / Agency along with its address / Contract Value and details of contact person to whom Manpower services were provided. Xerox copy of the contracts to be submitted.	
5	Details of registration with EPF	
6	Details of registration with ESI	
7	Details of registration with GST	
8	PAN number (copy of PAN card should be enclosed)	

Yours faithfully,

(Signature of the Authorized person)

Name :
Designation :
Seal :
Date :
Place :

Business Address:

Phone No. :
Mobile No. :
E-Mail :

TECHNICAL BID**FORM II - DECLARATION**

Declaration Letter on official letter head stating the following:

1. I, _____ Son / Daughter / Wife of _____ is the Proprietor / Director / Authorized Signatory of the Agency / Firm _____ Address _____

_____ is competent to sign this declaration and execute this tender document;
2. I / We have carefully gone through the various terms and conditions listed in Sections 'I' and 'II' above for providing Manpower services at SAMEER, VIZAG. We agree to all these conditions and offer to provide Manpower services at SAMEER, VIZAG. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever.
3. I / We having our office at _____ that I / we have never been blacklisted by any State Government/Central Government or any State/Central PSU.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my /our tender at any stage besides liabilities towards prosecution under appropriate law.
5. We hereby sign this undertaking in token of our acceptance of various conditions listed above.

Yours faithfully,

(Signature of the Authorized person)

Name :
Designation :
Date :
Place :
Phone No. :
Mobile No. :
E-Mail :

Business Address :
Seal :

TECHNICAL BID
FORM III – CHECK LIST

The Tender not accompanying the following documents is liable to be rejected at the time of opening itself:

Sl. No.	Required Documents	Checklist ✓
1.	Copy of Company Registration Certificate	
2.	Copy of Income-Tax Returns for last three years	
3.	Copy of GST registration Certificate	
4.	Copy of License under Contract Labour Act	
5.	Copies of work order / purchase order of clients executed earlier	
6.	Client list of the contractor	
7.	Copy of Registration with EPF office	
8.	Copy of Registration with ESI office	
9.	Copy of PAN	
10.	Declaration Letter in Letter head as per Form-II	
11.	Verify Signature at all the pages of tender documents and enclosed	
12.	Tender fee by way of DD / NEFT for Rs.500/- plus GST {To be enclosed with Technical Bid}	
13.	EMD – DD / NEFT details for Rs.25,000/- {To be enclosed with Technical Bid}	
14.	Please mention Number of years of experience in executing Manpower outsourcing agency:	
15.	if any other things	

Date:

Place:

Annexure-II**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before date of bid opening)**

To
The Programme Director
SAMEER
Visakhapatnam

Sub: Authorization for attending bid opening on _____ (date)
in the Tender for provision of Manpower to SAMEER, Vizag.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signature
I		
II		

Alternate Representative

Signature of bidder Or Officer authorized to sign
the bid Documents on behalf of the bidder

Note:

1. *Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.*

Annexure-III**E-PAYMENT MANDATE FORM**

To
The Programme Director
SAMEER
Visakhapatnam.

Sir,

Kindly pay any amount due to me /us to our Bank Account as detailed below either by Electronic Clearance / Electronic Fund Transfer mode and the payments shall continue to be made in my/our below mentioned account till a change is requested by me/us. The Service Charges, if any, levied by the bank will be borne by me/us. We also declare that the particulars given below are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I /we would not hold SAMEER, Vizag, responsible.

Sl. No	Item Description	Details
1.	Name of the bidder / Company / firm	
2.	Name of the Bank:	
3.	Name of the Branch:	
4.	Branch Code:	
5.	Branch IFSC Code:	
6.	Type of account:	
7.	Account No.:	
8.	Bank Telephone No. with code:	
9.	Bank Branch address:	

Place:
seal
Date:

Name & Signature of the Agency with

SECTION-IVFINANCIAL TERMS AND CONDITIONS

1. The payment shall be released on monthly basis after satisfactory completion of the job and on submission of bills in duplicate by the contractor. GST amount will be deducted from the invoice and will be released after GST reflected in 2A of SAMEER GST account. Income Tax (TDS) as applicable at current prevailing rate will be deducted at source.
2. However, in the event that there is any query, objection or dispute with regard to any bill or a part thereof, the contractor shall not be entitled to any interest to be paid for late payment till such time that the query, objection or dispute is resolved.
3. The Contractor shall submit the monthly bill to SAMEER, VIZAG, along with the copies of attendance register duly certified by the SAMEER, VIZAG officials. Copies of previous month's wage register as well as EPF deposits challans, EPF Electronic Challan cum Return (ECR) and ESI deposits Electronic Challan cum Return (ECR) should also be submitted with every bill. Photo copies of annual insurance policy under the Workmen's Compensation Act should be submitted in the first month of award of contract.
4. The Contractor shall at all times be responsible to maintain all types of liabilities under Workman's Compensation Act/Fatal Accident Act, Personal Injuries, Insurance Act and/or other Industrial Legislation in force from time to time
5. All payments and receipts would be rounded off to the nearest rupee.
6. **Security Deposit:** The contractor should deposit **10% of Contract Value** as a security deposit which will be refunded at the time of termination or expiry of the contract period.
7. Period of Agreement
 - I. The agreement shall be in force for a period of two years and is liable to be terminated by either side at any time by giving notice of not less than 30 days to the other party.
 - II. In the event of such termination the remuneration payable by SAMEER to the contractor in terms of clause shall be limited to the period of agreement as actually worked till date of termination.
 - III. The contract in force can be reviewed on the expiry of two-year (24 months) for extension up to another year on the same terms and conditions and rates, subject to satisfactory performance and mutual acceptance of the said contract.

8. Termination of contract on breach of agreement and specific happenings

- 8.1 Notwithstanding anything to the contrary stated in the contract SAMEER shall have liberty, at its entire discretion and at any time to terminate the contract forthwith, upon a breach or default of the terms, conditions, covenants and stipulations of the contract either committed by the contractor or by any of his workers employed for SAMEER. SAMEER shall be further entitled to terminate the contract forthwith immediately or any time after the happening of any of the following events.
- 8.2 In case of dispute between the partners of the contractors or the death, or adjudication as Insolvent of any partner of the firm
- 8.3 The liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the contractor is a company of a co-operative society.
- 8.4 If any attachment is levied and continues to be levied for a period of seven days upon the contractor's effects of any individual partner for the time being of his firm or any member of his co-operative society.
- 8.5 If the contractor or any of his workers / supervisors commits or suffers to be committed, any act which, in the opinion of the Programme Director of SAMEER, whose decision in that behalf shall be final, is prejudicial to the interest of good name of SAMEER, without assigning any reason thereof.

9. Compliance of Labour regulations

- 9.1 The contractor will be responsible for all payments due to the workers drafted for SAMEER work, and SAMEER will in no event be liable in this regard. The contractor should indemnify SAMEER against any such liability and from any proceedings in this regard. The contractor shall be responsible for all any payment of dues to the workers.
- 9.2 The contractor will make available PF scheme and insurance scheme to his employees as per the Employees Provident Fund Act and the Employees State Insurance Act and be responsible to make monthly deductions on this account from the salary of the employees and credit the same with employer's contributions with the relevant appropriate authorities.
- 9.3 The contractor will observe and implement all the laws of the land and the rules framed there under and that SAMEER shall in no event be liable or responsible for default that may arise out of non-observance by him of such laws / rules.

10. Arbitration

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be settled amicably between the parties through negotiations and conciliation whether during the existence of the contract and after the completion or abandonment of the contract. In case the parties are not able to settle the dispute or difference through negotiations and conciliation, such dispute or difference shall be referred to a sole arbitrator who would be appointed by the Director, SAMEER, Mumbai, as per the Arbitration & Conciliation Act, 1996. The venue of the arbitration shall be at Visakhapatnam. The language of the arbitration proceedings shall be in English.

11. Jurisdiction

The civil court, Visakhapatnam, will have the jurisdiction.

Annexure-IV**Financial Bid for providing Manpower Services on Outsource basis****SCHEDULE OF WAGES**

The Schedule Rates of wages to be paid by the contractor (Bidder) to the engaged labourers for carrying out the works as mentioned in the tender documents, in accordance with per day wages fixed the Labour Department, Govt. of Andhra Pradesh.

Sl. No	Description	OTHER CATEGORIES	OFFICE & GENERAL CATEGORY		
		Monthly wages for	Monthly Wages for		
		Substation Maintenance Engineer (Electrical) – Highly-skilled (in Rs.)	Accountant with (in Rs.)	Admin. / Accts. Asst. (in Rs.)	Office Assistant (in Rs.)
01	Minimum Wages*(Basic+VDA) plus additional towards experience	13,778.00	14,028.00	12,572.00	10,327
02	Administrative/ Service Charges per month				
03	Service charges In words				

**Minimum wages with reference to the Labour Department, Govt. of Andhra Pradesh applicable for Electronic Industry.*

Employer contribution of PF, ESI will be as per government norms

Bids received with 'Nil' charges or 'Complimentary' or unrealistically low charges shall not be considered. The bidders are advised to be careful while quoting rate of administrative charges.

Statutory payments of the Invoice / Bill: Applicable Taxes like GST, etc. at actuals.

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected. Also, all the category of manpower requested above have to be quoted, else the bid shall be liable to be rejected.

Bonus will be reimbursed at actual after submission of details of the bonus distributed to the personals deputed in SAMEER, Vizag.

Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their personnel deployed at SAMEER, Vizag. Any rates quoted in any other manner than the above will summarily rejected.

In case the minimum wages are revised upward as per Labour Department, Government of Andhra Pradesh, the contractor is not entitled for revision of his **Administrative/service** charges.

I/We undertake to take responsibility of statutory liabilities such as minimum wages. P.F., ESI, Bonus etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admin overhead will be payable on these contributions.

I/WE agree to keep the offer open for acceptance up to 03 months.

I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a holiday for the SAMEER, Vizag, the offer will remain open for acceptance till the next working day.

Demand draft /UTR No. _____ dated _____ on the ----- for sum of Rs. _____ (Rupees _____) is enclosed with the technical bid as earnest money in the event of my tender being accepted.

I/We agree to furnish a Security deposit as follows (here indicate the manner in which Security Deposit is deemed to be furnished).

I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri _____ whose signature are appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us his stead to carry on the business of the concern whether any intimation of such charge is given to SAMEER, Vizag, or not

Yours faithfully,

(_____)
Signature of Tenderer
(Capacity in which signing)

Date:

Place:

Signature: