

**ANDREW YULE AND COMPANY LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
ELECTRICAL DIVN. CHENNAI OPERATIONS
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CHENNAI : 600 096.**

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TENDER NO: **T-06 /15-16**

TENDER FOR: **PROVIDING UNSKILLED LABOURS**

Last Date of submission of Tender: 19.10 .2015 up to 10.45 A.M.

Tender will be opened on : 19.10.2015 at 11.00 AM

EMD Rs. 20,000/- (Rs. Twenty Thousand Only)

Cost of Tender Document: Rs:200/-(Rs Two Hundred Only)

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

TECHNO COMMERCIAL BID

ELIGIBILITY CONDITIONS:

1. The tenderer should have minimum continuous experience of 3 (Three) years in providing unskilled labourers for material handling, loading/unloading of materials and House keeping in a reputed manufacturing unit of medium size or above (proof for having continuous service of minimum 3 years to be enclosed). The tenderer should have a minimum 3 (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 strength of not less than 150 laborers, at Chennai at the time of tendering. (Proof to be given).
2. The bidder should have a minimum turnover of Rs: 15 lacs per annum for the three financial years. The bidder should submit Audited Balance Sheet & P&L Account for three financial years (2012-13, 2013-14 and 2014-15).
3. The bidding firm should have 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 bidding firm should strictly adhere to the provisions of the Industrial Disputes (Amendment) Act 2010 (No.24 of 2010); the appropriate Government being Central Government eff. 15.09.2010.
5. The firm should have valid ESI & PF registration numbers. Copy of allocation letter and copy of latest remitted challan shall be enclosed.
6. EMD of Rs: 20,000/= to be enclosed. Tenders without EMD will be rejected.

GENERAL CONDITIONS

1. AGE: Between 20yrs. & 40 yrs. of age with good physique.
2. The Contractor shall not appoint any sub-contractor or 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 company, stand terminated and security deposit deposited by the contractor will be forfeited.
3. The tenderer should have sufficient infrastructure and resources at Chennai to rotate the manpower, to strictly ensure that no unskilled labourers provided by him continue in our unit 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. Tender documents shall be signed on each page.

Bidders who have down loaded this tender document from our web site should enclose a DD for Rs: 200 /= in favour of ANDREW YULE & CO.LTD, Payable at Chennai towards cost of tender document.

EMD.

The tenderer shall be required to deposit a sum of Rs.20000/- (Twenty thousand only) as Earnest Money by crossed Demand Draft made –out in favour of ‘ANDREW YULE & COMPANY LIMITED’ payable at Chennai. 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.

For bidders already enlisted with AYCL- Chennai Operations, having outstanding amount more than the EMD amount or who have already submitted the EMD against our earlier tenders or who have security deposit available with us, may apply for adjustment of the same as EMD/security deposit. The total EMD should be as mentioned in the tender.

Bidders whose turnover is more than Rs: 50 Crores may apply for exemption from furnishing EMD by making a specific request in writing and enclosing the necessary document in support of the same.

SECURITY DEPOSIT:

The successful bidder shall furnish a security deposit of Rs. 50,000/- (Rupees Fifty 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 crossed 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 twelve months with a provision to extend by one more year, based on mutual discussion.
3.

SHIFT TIMINGS: I Shift 6 A.M. to 2 P.M.	No. of persons required
II Shift 2 P.M. to 10 P.M.	4 Nos
General shift 9 P.M. to 5.30 P.M.	4 Nos
	11 Nos(Including 1 No Scavenger)

However, the management reserves the right to change the shift timings at 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. Further the bidder should ensure that the personnel deployed by him have undergone police verification of their antecedents
5. The requirement of unskilled labourers may vary subject to requirement of Andrew Yule & Co. Ltd., Electrical Division, Chennai Operation.
6. Income-Tax as applicable will be deducted from the wage /salary 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 (Challan copy) 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. The monthly payment for a particular month will be made by overlapping the payment by one month, for example September 2015 payment will be made by 10th November 2015.
8. The contractor should ensure submission of periodic returns as required under Contractor Labour (R & A) Act,1970, with respect to Industrial disputes(Amendment)Act 2010 (No 24 of 2010); the appropriate Government being Central Government eff. 15.09.2010,Employees' Provident Fund & Miscellaneous Provisions Act, 1952, ESI Act,1948 etc. and copy of each of the return submitted should be made available to Principal Employer and enforcement officer under each statutory Act

9. WAGE COMPONENTS:

You have to quote the Daily wages per duty, for each duty (8hrs.), for your unskilled labour in the activities of loading/unloading of materials and material handling together and for scavenger separately. You have to quote daily wages per duty (8hrs.) strictly as per Central Government Minimum Wages Act, applicable to Industries classified as Urban Agglomeration (UA) falling under Area A, in your Price bid. Your Price bid will contain item by item split up details like Basic pay, Dearness allowance, ESI, PF, Bonus [Restricted to 8.33% of Rs:3500/=(Basic + DA only)as ceiling limit for payment], Gratuity etc for unskilled labour and scavenger. For scavenger any additional charges required above the minimum wages act if any should be quoted separately.

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

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 central government.

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

The necessary supervision and control of workmen will be with 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 cheque to the company by the contractor or recovery from the bill/s due to the contractor or Bank guarantee. The contractor should not stop supply of any workman 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 notice without assigning any reason thereof.
12. The firm can visit our campus site on any working day between 15 hrs. to 17 hrs. 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 or method of compliance thereof, the procedure as laid down in Indian Arbitration & Consolidation Act 1996 will be adhered to.

FORCE MAJEURE

In case of strike, accident, natural calamity, acts of god and other unforeseen contingencies causing stoppage of production at Andrew Yule Factory, Andrew Yule 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. Techno Commercial bid and Price bid. Hence quotation should be submitted in separate sealed covers superscribing the envelope as a) Techno Commercial Bid with reference number as given in our advertisement and b) Price bid with reference number as given in our advertisement, for providing unskilled labor supply services to our company. Both the covers mentioned in items (a) & (b) should be put together in a cover superscribing the tender number and due date of submission of tender.

Techno Commercial Bid should contain the documents in support of the 1.Eligibility condition & 2.Earnest Money Deposit (EMD). 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 serial no. 9 (Wage Components) for Unskilled Labours in the activities of loading/unloading of material handling and sweeping and Price bid may be marked as Annexure (B1) and for scavenger, Price bid be marked as Annexure (B2).

The basic requirements for Techno Commercial Bid are detailed in Annexure (A). All bidders should fill up the techno commercial bid details in Annexure (A) and enclose the same.

Any Techno 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 Techno Commercial bids accepted, the capability of the bidder will be assessed by Andrew Yule and based on the assessment, the Techno Commercial bid will be accepted and Andrew Yule assessment in this regard will be final.

TECHNO COMMERICAL BID

ANNEXURE (A)

REQUIREMENT

1. Minimum Continuous Experience of
3 years of service in providing 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 : YES/NO
with name & address of clients. IF YES PROOF TO BE ENCLOSED
3. Strength of laborers : YES/NO
IF YES PROOF TO BE ENCLOSED
4. Turnover of Rs. 15 lacs per
annum ; audited P & L A/c &
Balance sheet (2012-13, 2013-14
& 2014-15) : 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. & Challan for
amount last remitted : YES/NO
IF YES PROOF TO BE ENCLOSED
7. PF code No. & Challan for
amount last remitted : YES/NO
IF YES PROOF TO BE ENCLOSED
8. EMD : DD for Rs.20,000 to be enclosed
(DD No. Date & on Bank
on which drawn)

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 :

12. Validity of the offer: Our offer is valid for acceptance for a minimum period of 120 days from
the date of tender opening

AUTHORISED SIGNATORY

OFFICE STAMP / SEAL