

TENDER DOCUMENT No.CSIR-NAL/GMA-8 /2022/S-VI

General Manpower Agreement-8 for various Divisions of CSIR-NAL, Bengaluru

1.	Cost of Tender Document	:	₹1,000/- (Non-Refundable) (Rupees One thousand only)
2.	Agreement Number	:	CSIR-NAL/GMA-8/2022/S-VI
3.	Period of Agreement	:	Six months from 01.01.2022 to 30.06.2022
4.	In lieu of EMD	:	Bid Security Declaration
5.	Period open for downloading of tender documents	:	09.12.2021 from 9.00 AM to 22.12.2021 till 4.00 PM
6.	Last Date for receipt of Sealed Tender	:	23.12.2021 till 10.00 AM
7.	Date & Place of Tender Opening	:	23.12.2021 at 11.00 AM at CSIR- NAL Meeting Complex

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NOTICE INVITING TENDER

No.CSIR-NAL/GMA-8/2022/S.VI

December 09, 2021

GENERAL MANPOWER AGREEMENT-8 FOR VARIOUS DIVISIONS OF CSIR-NAL, BENGALURU

Sealed tenders are invited on behalf of Director, CSIR-National Aerospace Laboratories, Bengaluru from Bengaluru based, renowned, experienced, well established and registered agencies/organizations for General Manpower Agreement-8 for various Divisions of CSIR-NAL, Bengaluru. The details of the services to be provided are as follows: -

Description of work	Validity of the Agreement	Cost of the tender	EMD
General Manpower Agreement-8 for various Divisions of CSIR-NAL, Bengaluru	The agreement is valid for a period of Six months	₹1,000/- (non-refundable)	Bid Security Declaration

Eligibility criteria for short listing of Agencies:

- 1. Agency having experience of more than three years' in providing manpower to Government establishments/public sector undertakings/R&D Institutions and other similar organizations.
- 2. Based on the Clientele list provided by the agency with the performance certificates.
- 3. Financial status of the agency.
- 4. Infrastructure of the agency.

The Agencies have to meet the following statutory requirements at the time of submitting their applications.

- 1. Self-attested Establishment Registration Certificate.
- 2. Self-attested License issued by ALC, if any.
- 3. Self-attested Registration certificate with ESIC & EPF Authorities.
- 4. Self-attested Relevant experience certificate for 3-5 years with value of the agreement.
- 5. Self-attested Copies of Income Tax Returns for last three years.
- 6. Self-attested GST Registration Certificate.
- 7. Self-attested Copy of PAN card.
- 8. Self-attested Professional Tax Certificate
- 9. Self-attested Agency's official address at Bengaluru with full details.
- 10. The existing clientele list
- 11. Bid Security Declaration
- 12. Any other statutory obligations as are required to be complied with from time to time.

How to apply:

The Agency fulfilling the eligibility criteria may download the tender forms from CSIR-NAL website between **09.12.2021 from 9.00 AM to 22.12.2021 till 4.00 PM**. The tender documents complete in all respects along with Cost of Tender Document for ₹1000/- by Demand Draft/Banker's Cheque drawn in favour of <u>"The Director, NAL</u>" payable at <u>Bengaluru</u> super-scribing the <u>Name of the work and due date</u> on the envelope, if sent by post, should reach the following address:

The Director CSIR-National Aerospace Laboratories PB No.1779, Kodihalli HAL Airport Road BENGALURU – 560 017

or

to be dropped in the quotation box kept at the Reception Complex/Main Gate, CSIR-NAL, Bengaluru, latest by **10.00 AM on 23.12.2021** and will be opened on the same day at **11.00 AM** at CSIR- NAL Meeting Complex, Bengaluru. If any close relative of the Tenderer is an employee of CSIR-NAL, the name, designation and relationship of such employee shall be intimated in writing, while submitting the tender.

The dates to remember are indicated below:

1. Opening date for downloading of Tender Forms	09.12.2021 at 9.00 AM
2. Last date of downloading of Tender Forms	22.12.2021 till 4.00 PM
3. Last date of receipt of completed	
application/quote by post or in person	23.12.2021 till 10.00 AM
4. Opening of the tender	23.12.2021 at 11.00 AM

Tenders received after the due date and time, submitted without Bid Security Declaration, Cost of Tender Document and incomplete tenders are liable to be rejected. The tenders will be opened in the presence of Agency Representatives, if any, who choose to be present.

The Director, CSIR-NAL, reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever and his decision in the matter shall be final and binding.

Sd/-Sr CONTROLLER OF ADMINISTRATION

General Terms & Conditions

- 1. The Prospective Tenderers shall acquaint themselves about the requirements before submitting their tender.
- 2. The Manpower requirement is at various Divisions in CSIR-NAL for a period of Six months.
- 3. The Scope of the Work, Manpower requirement at various Divisions, Emoluments Payable to Manpower, Responsibilities of the Agency are indicated under appropriate headings is also part of the Tender.
- 4. The Agency with which agreement is made shall deploy qualified, trained, loyal and honest personnel for the work after fulfilling the formalities of Police Verification. The number of personnel required at various Divisions is indicated under *"Manpower Requirement at various Divisions"*. The requirement of number of personnel to be deployed indicated may change at the Divisions at any time during the period of agreement. This is binding on the Agency with which the agreement is made. The services to be provided under this agreement have to be performed with utmost care, diligently and without causing any damages to the properties of the Laboratory.
- 5. The Tender, Bid Security Declaration and Cost of Tender Document shall be submitted in sealed envelope marked "General Manpower Agreement-8 for various Divisions of CSIR-NAL, Bengaluru, due on 23.12.2021 at 10.00 a.m.". The Tenderers may note that the envelope containing the Tender Document of those Tenderers shall be considered who have enclosed the cost of Tender Document and Bid Security Declaration.
- 6. The successful Tenderer should submit a Bank Guarantee issued by any Nationalised Bank in favour of Director, NAL, Bengaluru towards security deposit for an amount of ₹6,00,000/- (Rupees Six lakhs only) which should be valid during the currency of the agreement period with a grace period of 3 (three) months. The Bank Guarantee shall be returned only on satisfactory completion of the agreement.
- Tenderers should quote the service charges only in percentage. The agency quoting the lowest Service Charges will be considered for entering into the agreement subject to fulfilling other tender criteria. No enhancement in service charges on any grounds will be allowed during the period of agreement.
- 8. The Tenderer shall quote the rates both in figures and in words. On checking, if there are any differences between the rate quoted by the Tenderer in figures and in words, the amount indicated in the words will be considered as correct.
- The tenderer who after providing 'Bid Security Declaration' withdraws/modify subsequently during validity period of tender shall be debarred from participating in any Tender of CSIR-NAL for a period of two years.
- 10. Tenderer should enclose the following documents along with the quotation ensuring that the check list as in Annexure-IV is properly completed:
 - a. Self-attested Establishment Registration Certificate.
 - b. Self-attested License issued by ALC if any.
 - c. Self-attested Registration certificate with ESIC & EPF Authorities.
 - d. Self-attested Relevant experience certificate for 3-5 years with value of the agreement.
 - e. Self-attested Copies of Income Tax Returns for last three years.
 - f. Self-attested GST Registration Certificate.
 - g. Self-attested Copy of PAN card.
 - h. Self-attested Professional Tax Certificate
 - i. Self-attested Firm's official address at Bengaluru with full details.
 - j. The existing clientele list
 - k. Bid Security Declaration
 - I. Any other statutory obligations as are required to be complied with from time to time.

- 11. The Manpower engaged and deployed by the Agency are the employees of the Agency and as such they have no right to claim any compensation or regular appointment in CSIR-NAL whatsoever. The agency while deploying their manpower has to obtain an undertaking from their personnel in the prescribed format on the above lines and submit the same to the Laboratory before their deployment along with the list of manpower deployed by the Agency. The format shall be provided by CSIR-NAL to the successful Tenderer.
- 12. Income tax will be recovered from the bills of the Agency as per applicable Government of India's orders and necessary TDS certificate will be issued.
- 13. GST or any modified tax structure as applicable from time to time shall be paid to tax authorities or reimbursed, against documentary evidence of remittance as per rules on subject.
- 14. The Agency shall execute an agreement on a non-judicial stamp paper of ₹200/- consenting to abide by all the terms and conditions mentioned therein as per the format of the agreement.
- 15. The Tenderers while quoting the rates on the printed format of the tenders obtained, should refrain from making any changes, additions, alterations and modifications to the tender. However, the Tenderers who are desirous to offer rebate, may mention the rate of rebate in their offer.
- 16. In case any Tenderer gives any rebate or discount after opening of the tender, the same will not be considered and liable to be rejected. Further, such Tenderer will be blacklisted and they will not be allowed to take part in any further tendering processes for next five years.
- 17. The Agency shall be solely responsible for remittances of all statutory payments like ESI, EPF etc., and any other payments that may be due to any authority that are applicable to this agreement
- 18. Agency shall indemnify the laboratory against all claims arising out of any action in violation of any statutory laws or regulations as per any Acts applicable to this tender.
- 19. The General Manpower Agreement-8 is for a period of six months. In case of additional requirement of manpower for any Divisions during the period of agreement, the Agency should be able to provide and deploy the additional manpower as may be required on similar terms and conditions from time to time.
- 20. The Agency will deploy their personnel who meet the requirements as specified under "*Manpower Requirement for various Divisions*".
- 21. The Director, CSIR-NAL or any other person authorized by the Director shall be at liberty to carry out surprise check to ensure that the Manpower deployed by the Agency is carrying out their assigned duties. The security checks and restrictions of CSIR-NAL are applicable to the Manpower deployed by the Agency.
- 22. During the period of agreement, either party can terminate the agreement by giving one-month notice.
- 23. Any failure to adhere to the terms and conditions of the tender during the period of validity of the tender, the CSIR-NAL reserves the right to withhold up to half of the amount of the Security Deposit furnished by the tenderer or in case Security Deposit is furnished in the form of Bank guarantee, resume up to half of the amount of the Security Deposit as penalty apart from terminating the agreement.
- 24. All conditional offers will be summarily rejected.
- 25. The Director, CSIR-NAL, reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever and his decision in the matter shall be final and binding.
- 26. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

- 27. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
- 28. Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- 29. The General terms & conditions and Responsibilities of the Agency of the tender shall form part of the agreement.

Responsibilities of the Agency

- 1. The Agency authorized Supervisor (himself or his supervisor) shall present himself at the site for supervision and execution of the work during working hours at no cost to CSIR-NAL The name, age, qualification etc., of the supervisor so deployed should be intimated to Sr CoA in writing.
- 2. Payment will be made for the services rendered by the successful Tenderer for which the Agency has to submit a pre-receipted bill in duplicate with due certification by the Head of the concerned Division on monthly basis.
- 3. The Necessary documentary evidence for payment of wages and proof of statutory remittances like ESI / EPF contributions etc., applicable as per Government Acts/rules to the appropriate authorities of the previous month/s in respect of Manpower deployed by Agency have to be produced along with the next bill, failing which the claim of the Agency for payment of bill for succeeding month will not be entertained.
- 4. In case of any damage caused to the property / equipment of the Lab. by the deployed Manpower of the Agency, the value of the damage, as assessed by the Officer deputed by the Director, CSIR-NAL for the purpose, shall be recovered from the Agency claim bill after due notice.
- 5. The Agency should ensure safety of Manpower deployed by them during the execution of the work at the Laboratory. If any of their Manpower happens to meet with any accident, injury or loss of life etc., the responsibility for payment of compensation under applicable Acts rests with the Agency and this Laboratory will be free from all such encumbrances.
- 6. The Agency to whom the GM Agreement-8 has been entered into should obtain necessary license from the Assistant Labour Commissioner (Central) within one month from the date of entry of the GM Agreement-8 and submit a copy of the same to the Laboratory, failing which, no payment will be released until submission of license copy.
- 7. The Agency's Manpower should strictly follow the security rules of this Laboratory, when they are at work in the Laboratories' premises.
- 8. The Manpower engaged and deployed by the Agency for the purpose shall work as per the working norms of the Division. The Agency should ensure the compliance in providing all the entitlements as per applicable Acts/rules in respect of Manpower engaged and deployed by them at the Divisions in the Laboratory. The personnel engaged and deployed by the Agency for the purpose shall work as per the working hours of the Laboratories.
- 9. The number of man-days per month is 26 for the purpose of calculation of wages. Therefore, the contract staff deployed by the Agency have to work on Saturday, if the division where they are deployed is working for completion of Project. If deployed manpower of the Agency fails to attend to the work on Saturday, they will not be entitled to wages for that Saturday. Further, if they remain absent consecutively for two Saturdays, such manpower should be replaced by the Agency.

- 10. The Manpower deployed by the Agency is eligible for one day paid leave per month. OTA is 52 hours maximum and half an hour recess time will not be considered while regulating the allowance as per rules.
- 11. The Agency shall be responsible for making payments to their personnel in accordance with labour Legislatures like Minimum Wages Act (Central), Payment of Wages Act etc. For any violation, Agency will be held responsible and any liability arising on account of this will be recovered from the Agency.
- 12. The Agency shall ensure that their Manpower engaged and deployed at Divisions shall maintain decency and decorum while carrying out the assigned tasks in the concerned Division of the Laboratory.
- 13. All the Manpower engaged and deployed by the Agency in the Divisions shall be issued the necessary identity cards by the Agency and their Manpower should wear the ID card and strictly comply with the security regulations while working in the laboratory premises.
- 14. The Manpower employed and deployed of the Agency shall automatically stands withdrawn on expiry/termination/cancellation of the GM Agreement-8. The Agency shall ensure that their Manpower engaged and deployed at the Divisions do not create any dispute/problems to the Laboratory on expiry/termination/ cancellation of the GM Agreement-8.
- 15. In case any of the Manpower deployed by the Agency at the Divisions fails to carry out the specified job or the performance of any of the deployed Manpower is found to be not satisfactory, the Agency shall take immediate action to replace such Manpower for timely completion of the Division work.
- 16. In case any of the Manpower deployed by the Agency is leaving in the middle of the month, sufficient advance intimation to be provided to the Head of Division and replacement deployment should be ensured.
- 17. In case any of the Manpower deployed by the Agency is required to perform duty outside Bengaluru, in connection with the Division work, the Agency shall provide Travelling Allowance advance to such deployed Manpower and submit the claim bill later by enclosing the details of travel such as rail/bus ticket to laboratory for reimbursement through due certification of the Head of the Division. The reimbursable payment to the Agency shall be restricted to second class Rail / Bus fare as per applicable Rules & Regulation of the Laboratory from time to time.
- 18. The Agency shall ensure that their Manpower engaged and deployed in CSIR-NAL at the Divisions are paid only through their Bank Accounts and their payment shall be made by 7th of every month and if 7th happens to be a holiday; it should be paid on the previous day.
- 19. The Agency is responsible to maintain the Statutory Book of Accounts, Registers, Records and Files of Returns such as (1) Form A Format of Employee Register, (2) Form B Format for Wage Register, (3) Form C- Format of Register of Loan/Recoveries and (4) Form D- Format of Attendance Register as prescribed in the Gazette Notification dated 21.02.2017 from Ministry of Labour, Gol under the Rule 2(1) of Labour Laws, 2017 and shall produce the same on demand to the official authorized by the Director, CSIR-NAL and for the inspection by statutory authorities like EPF Commissioner, ESI Commissioner, Labour Commissioner and GST authorities etc.

DECLARATION

I/We..... (Name of the Tenderer) fully agree to the above terms and conditions of the tender document.



Scope of Work

The Scope of the Work is for providing Unskilled, Semi-skilled, Skilled and Highly-skilled manpower at various Divisions of CSIR-NAL, Bengaluru. The engagement of manpower is for the duration of Six months. The manpower requirement is for any of the following areas of work:

- 1. Maintenance of Network & Telephone infrastructure
- 2. Assistance in EM measurements in the experimental facilities
- 3. Maintenance of Electrical Systems
- 4. Transport Workshop operations
- 5. Support in office file movements and any such office assistance
- 6. Assistance in Stores and Purchase operations
- 7. Any other work to be specified from time to time

Manpower Requirement for various Divisions

The various categories of manpower required for various Divisions of Laboratory are indicated below. The duration of manpower engagement is for a period of Six months. The number of manpower being need based, the actual requirement may be decreased or increased depending upon the need and the Agency is required to provide accordingly the manpower. The Agency has to provide any additional manpower that divisions may require during the period of agreement based on a written request.

<u></u>	1			Manna	mant	
SI. Manpower Requirement						
No.		US	SS	s	HS	Total
1	ACD	0	1	0	1	2
•	ACD(CSMST)	1	0	0	2	3
2	ADMIN	1	5	2	5	13
3	ADVISER(W&S)	0	1	0	1	2
4	ALD	0	1	0	0	1
5	APMF	1	0	1	1	3
6	CCFP	0	0	1	1	2
7	CEM	0	0	1	0	1
8	CTFD	0	1	0	0	1
9	EAD	0	1	0	0	1
10	EBU	0	0	0	1	1
11	ELB	2	0	2	1	5
12	ELK	0	2	5	1	8
13	F&A	0	4	1	11	16
14	FMCD	0	0	1	0	1
15	HEALTH CENTRE	1	1	1	2	5
16	HLS	0	0	1	0	1
17	ICTD	0	1	1	9	11
18	ICAST	1	0	1	1	3
19	KTMD	0	4	5	3	12
20	LO SC ST	0	0	0	1	1
21	MSD	0	0	0	1	1
22	NTAF	0	1	0	1	2
23	PRD	0	1	1	2	4
24	QAAD	0	0	0	1	1
25	RNCAC	0	2	1	3	6
26	S&P	2	3	5	15	25
27	SED	1	1	1	2	5
28	SID	0	1	0	1	2
29	STD	2	2	0	0	4
30	TELEPHONE EXCHANGE	0	2	5	1	8
31	TRANSPORT	0	2	2	1	5
32	UAV	0	2	- 1	0	3
	Total	12	39	39	69	159

Note: US- Unskilled, SS- Semi skilled, S- Skilled and HS-Highly skilled

Emoluments Payable to Manpower

The emoluments payable to the Manpower engaged and deployed at the Laboratory shall be as per the Central Government Minimum Wages from time to time. The changes in the Minimum Wages on account of revision in Basic and or VDA are admissible to the Manpower engaged and deployed at various Divisions of the Laboratory. The number of man-days per month is 26 for the purpose of calculation of wages. The ESI, EPF, Bonus etc., as admissible as per statutory laws are payable to the Manpower engaged and deployed at various Divisions of the Laboratory. The number of the Laboratory. The present Minimum Wages per day as per Gol Notification F.No.1/26(3)/2021-LS-II dated 28.10.2021 is as under:

SI.No.	Category	Basic in ₹	VDA in ₹	Total in ₹
a.	Unskilled	523	131	654
b.	Semi-Skilled	579	145	724
C.	Skilled	637	158	795
d.	Highly Skilled	693	171	864

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1.	Name of the Agency	:
2.	Address: (a) Permanent	:
	(b) Present	:
3.	Approximate Annual Turnover	:
4.	No. of Manpower employed and facilities	:
5.	Labour license No. as per the Contract Labour (R&A) Act 1970. Indicate License No., date & other Particulars & Registration as per Labour Contract Act	:
6.	Name & Address of the Bankers for Agency	:
7.	Details of similar major contracts completed earlier (Experience certificate to be enclosed)	:
8.	Agency is in the approved list of any Govt./ Public Sector Organisation? If so, furnish particulars	:
9.	Whether Income Tax/VAT/GST up to latest assessment - year is finalized and paid, with PAN Card copy (copies of last 3 years to be enclosed)	:
10	. GST Registration No. (copy to be enclosed)	
11	. ESI & EPF Registration Certificate Nos. (Copies to be enclosed)	:
12	. Professional Tax code No.	:
13	. Any other relevant information	:

I / We certify that the above information is true to the best of my/our knowledge and I / We do not have any relative of the rank of Under Secretary or equivalent working in CSIR-NAL.

Place :

Date :

SIGNATURE OF THE TENDERER WITH SEAL

Annexure – II

BID SECURITY DECLARATION

I/We hereby declare that I/We accept if I/We withdraw or modify bids during the period of validity of bid as per clause (9) of General Terms & Conditions of NIT, I/We will be suspended for the time specified as per clause (9) of General Terms & Conditions of NIT.

Signature of Tenderer (s) with Seal

Address:_____

Quote Form

From:

To: The Director CSIR-National Aerospace Laboratories PB No.1779, Kodihalli, HAL Airport Road BENGALURU – 560 017

> Sub : Providing manpower under General Manpower Agreement-8 for various Divisions of CSIR-NAL, Bengaluru Ref : Tender No.CSIR-NAL/GMA-8/2022/S-VI dated 09.12.2021

Sir,

In response to the NIT referred to above, we hereby provide an undertaking that we agree to the terms and conditions stipulated in the tender documents provided for the purpose. We hereby quote our service charges in consideration of emoluments payable to the Manpower to be engaged and deployed by us and other statutory remittances under General Manpower Agreement-8 at various Divisions of CSIR-NAL, Bengaluru as indicated below:

Service charges payable on Basic + VDA (please quote in percentage only)%	6
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(Percentage in words _____

We also note that we are required to comply with the following:

- 1. Statutory Payments like Bonus is payable to Manpower engaged and deployed by us and ESI/EPF in respect of them will be remitted to the appropriate authorities as per Govt. of India instructions on the subject from time to time and claim reimbursement from the CSIR-NAL by producing proof of remittance.
- 2. GST or any other modified tax as applicable from time to time shall be paid to tax authorities by us as per rules on the subject and with documentary evidence of remittance make claim for the reimbursement from CSIR-NAL.
- 3. VDA is payable to the manpower engaged and deployed by us as notified by the Chief Labour Commissioner (Central) from time to time.

Further, if GM Agreement-8 is entered with us, we undertake to furnish the Bank Guarantee for ₹6,00,000/- (Rupees Six lakhs only).

Date :

SIGNATURE OF THE TENDERER WITH SEAL

)

Check List

Tenderer should enclose the following documents along with the quotation:

1	Self-attested Establishment Registration Certificate	Yes / No
2	Self-attested Licence issued by ALC	Yes / No
3	Self-attested Registration certificate with ESIC & EPF Authorities	Yes / No
	Self-attested Relevant experience certificate for 3-5 years with value of the	
4	agreement	Yes / No
5	Self-attested Copies of Income Tax Returns for last three years	Yes / No
6	Self-attested GST Registration Certificate.	Yes / No
7	Self-attested Copy of PAN card	Yes / No
8	Self-attested Professional Tax Certificate	Yes / No
9	Self-attested Agency's official address at Bengaluru with full details.	Yes / No
10	The existing and past clientele list	Yes / No
11	Bid Security Declaration	Yes / No
12	Any other statutory obligations as are required to be complied with from time to time	Yes / No

Date :

SIGNATURE OF THE TENDERER WITH SEAL