

CENTRAL ELECTRICITY REGULATORY COMMISSION

Ground Floor, Chanderlok Building, 36, Janpath, New Delhi - 110001

Tel: 23353503/Fax : 23752957

F.No. 2/6(5)/2013/Adm/CERC

Dated: 13.05.2013

Subject: Notice Inviting Tender for engaging manpower on outsourcing basis.

Central Electricity Regulatory Commission engages manpower at various levels like Stenographer, Data Entry Operator, Legal Assistant, etc. through outsourcing agencies. CERC proposes to prepare a panel of such agencies who are involved in providing manpower to various Government Departments, PSUs etc. Sealed tenders are hereby invited in the form of techno commercial bids from such agencies who fulfil the eligibility conditions contained in the detailed terms & conditions as per Annexure II.

2. **Scope of work:** An illustrative list of manpower likely to be engaged through the outsourcing agency is indicated in Annexure - I. The list is illustrative not exhaustive. The number of persons to be outsourced may vary depending on actual requirement.

3. **Manner of Submission of tender:** The tender must be submitted in the prescribed pro-forma provided in **Annexure- III** and **Annexure- IV**. Tenders not in the prescribed pro-forma are liable to be rejected.

3.1 **Technical Bid:** The Technical bid, in the pro-forma prescribed at **Annexure- III** along with the under-mentioned documents may be kept in a sealed cover and super scribed as "Technical Bids".

- (i) Attested photocopies of PAN No., Service Tax Registration No., and Registration Certificate of the firm.
- (ii) Attested photocopies of documents in support of possession of requisite experience by the firm.
- (iii) Earnest Money Deposit.

3.2 **Financial Bid:** The Financial bid may be furnished in the prescribed pro-forma given in **Annexure -IV** and kept in a sealed cover super scribed as "Financial Bid".

3.3 Two separate sealed covers containing the Technical Bid and the Financial Bid may be kept in another sealed cover and addressed to the Assistant Secretary, CERC. The cover should be super scribed as "**Tender for Engaging manpower on outsourcing basis**".

16.4 Last date of receipt of tender: The tender complete in all respects should reach the Assistant Secretary, CERC , Ground Floor, Chanderlok Building, 36, Janpath, New Delhi-110001 by **04th June, 2013 (up to 3.00 P.M.)**.

(Ramanuj Dey)
Assistant Secretary

Enclosed : Annexure I to IV.

An illustrative list of manpower to be engaged through outsourcing

<u>Category</u>	<u>Approx No.</u>	<u>Approximate salary range</u>
Technical Officer	02	Rs. 35,000 to Rs.50,000 per month
Legal Assistant	03	Rs. 20,000 to Rs.30,000 per month
Accountant	01	Rs.15,000 to Rs.20,000 per month
Assistant	01	Rs.15,000 to Rs.20,000 per month
Librarian	01	Rs.15,000 to Rs. 25,000 per month
Stenographer	15	Rs.13,000 to Rs.18,000 per month
Record Keeper	10	Rs.10,000 to Rs.15,000 per month
Data Entry Operator	02	Rs.10,000 to Rs.15,000 per month

- Note 1.** The wages/remuneration of the personnel quoted in the above table are inclusive of contributions towards ESI, PF and any other (if any).
- Note 2.** The above list is illustrative not exhaustive.
- Note 3.** The no. of personnel may vary depending on prevailing situation.
- Note 4.** The salary shown in the above table is indicative only and shall be subject to approval of the competent authority in CERC.
- Note 5.** The selection of manpower shall be done by CERC on the basis of CVs of candidates obtained from the outsourcing agency.

Terms & Conditions

1.0 Qualification of Bidders:

- (i) The agency desirous of participating to this tender should be registered with the appropriate registration authority and should have its registered office in Delhi/NCR.
- (ii) The firm must have a valid PAN / TAN Number and Service Tax Registration No.
- (iii) The Firm should have been registered with ESI and PF Authorities for depositing ESI and PF contributions.
- (iv) The Firm must have at least five years experience of providing manpower to Central Government/ State Govt. / PSUs / Private Organizations of repute. The Firm must furnish certificates from such Organizations in support of their experience.
- (v) The Firm should be agreeable to abide by all statutory obligations relating to deployment of man power, deposit of subscription of ESI and PF etc. and adherence to Minimum Wages Act.
- (vi) The Firm should give a written undertaking in the prescribed format that they will abide by all the terms and conditions of CERC contained in the instant NIT.

2.0 Evaluation of Bids:

- (i) Bids will be evaluated on Technical and Financial criteria. 60% weightage will be given to Technical bid and 40% to financial bid. A minimum of 50% score (out of 100) will be necessary for qualifying in technical bid evaluation and financial bids of only those bidders would be opened who score this minimum score in technical evaluation.
- (ii) Technical evaluation will be done by a Committee on the basis of the following criteria:-
 - Experience in the relevant field.
 - List of clients
 - Commitment to pay minimum wages.
 - Any other parameter deemed fit to be considered by the Evaluation Committee.

3.0 The Bid Evaluation Committee shall be at liberty to fix any minimum percentage of administrative charge/service charge to be allowed to the outsourcing agencies considering all relevant aspects including business feasibility, practicability to sustain, quantum of income tax, to plug of any scope of possible malpractice by the agencies.

4.0 No. of outsourcing agencies on panel shall be two to three to be decided by the competent authority in CERC.

5.0 The firm / agency shall be responsible for compliance with the provision of the following major Labour laws:-

- (i) Contract Labour (Regulation & Abolition) Act, 1970.
- (ii) Minimum Wages Act.
- (iii) Workmen's Compensation Act.
- (iv) Any other rules, regulations and / or statutes as may be applicable to them from time to time.

6.0 Normal working hours would be 9.30 A.M to 6.00 P.M (05 days week) including half -hour lunch break. The personnel may be called on Saturday, Sunday and other gazetted holidays, and asked to sit beyond normal working hours in case of exigency of office. They may be paid extra for additional duties as per the rates approved by the office.

7.0 There will be a provision of 15 days leave (including 08 days casual leave and 07 days leave on the pattern of Earned Leave) in a calendar year (in addition to the gazetted holidays applicable in CERC office) subject to prior sanction.

8.0 The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.

9.0 The deployment under this contract will be purely on contract basis through outsourcing agencies. There will be no employee-employer relationship between the deployed person and CERC. The person so deployed shall have no claim for regular appointment in CERC due to his/her services under this contract.

10.0. CERC may require the service provider to dismiss or remove any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.

11.0. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

12.0 CERC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.

13.0 The service provider shall conduct necessary verifications of antecedents of the personnel to be deployed to CERC.

14.0 **Non disclosure:** The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all are of confidential/secret nature.

15.0. **Earnest Money Deposit:** An Earnest Money Deposit of Rs. 1,00,000/- (rupees one lakh only) in the form of a demand draft drawn in favour of Assistant Secretary, Central Electricity Regulatory Commission, New Delhi, may be submitted, failing which the bid will not be considered valid.

16.0 **SECURITY DEPOSIT:**

16.1. The successful bidder shall be required to deposit a security deposit of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) in the form of Demand Draft / Bankers Cheque drawn in favour of Central Electricity Regulatory Commission (CERC) payable at New Delhi.

16.2. The amount of security deposit is liable to be refunded within one month of the termination of the contract.

16.3. No interest shall accrue on the said security deposit.

16.4. CERC reserves the right to deduct from the above cited security deposit if any loss caused to the CERC's property by persons deployed by the agency or in case the agency fails to abide by the terms & conditions of the contract.

17.0. **TENURE OF CONTRACT:** The tenure of the contract shall ordinarily be one year. However, the competent authority in CERC, may at his discretion, allow extension of the tenure of contract, up to two spells of one year each subject to satisfactory services of the firm. In case of extension of the tenure, the approved minimum wages (wherever applicable) as to be notified by the Govt. of NCT of Delhi shall be applicable during the extended tenure.

17.1. The competent authority reserves the right to terminate the contract at any time before completion of the tenure in case the services of the firm are found unsatisfactory.

17.2. The decisions of Assistant Secretary (P&A), CERC or any other officer authorized by Secretary shall be final and binding on the firm/agency for the purpose regarding satisfactory standard of cleanliness.

18.0. **DAMAGES:** Any damage caused to the property of CERC due to the negligence and or use of substandard materials on the part of the agency's men will be liable to be compensated by the Contractor.

19.0. **PROHIBITION OF SUB CONTRACT:** The firm / agency shall not appoint any sub-contract for this work under any circumstances.

20.0. **RESOLUTION OF DISPUTE:** In case of dispute the decisions of Secretary, CERC shall be final.

21.0. **PAYMENT:** Payment shall be released on monthly basis through RTGS/ECS. For release of payment, pre-receipted bills along with attendance sheet of the deployed personnel are required to be submitted by the agency at the end of every month.

22.0. **DEDUCTION OF INCOME TAX AT SOURCE:** Since it is a "Works Job Order", Income Tax shall be deducted at source from all the accepted payment to be made, in accordance with the provision of Income Tax Act, 1961 as amended from time to time.

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Technical Bid

1. Name of the Firm _____
2. Address _____

3. Telephone No. _____ Fax No. _____
4. Date of Registration of the Firm _____
5. PAN / TAN No. _____
6. Service Tax Registration No. _____
7. List of Clients *(Additional sheet may be used if the space provided below is insufficient):*

Sl. No	Name of the Client Organization	Duration of service			Category of Personnel deployed	No of Personnel Deployed	Remarks (if any)
		From	To	Total			

8. Undertaking:

8.1 We _____ (Name of the firm) hereby undertake that we accept the terms & conditions laid down in CERC's NIT No. No. 2/6(5)/2013/Adm/CERC dated 13th June, 2013.

8.2 Further, we also undertake that we shall comply with all statutory obligations regarding deployment of man power, for example:

- (a) Contract Labour (Regulation & Abolition) Act, 1970.
- (b) Minimum Wages Act.
- (c) Workmen's Compensation Act.
- (d) Any other rules, regulations and / or statutes as may be applicable to them from time to time.

9. Earnest Money Deposit of Rs. 1,00,000/-

- i) DD / Banker's Cheque No. _____
- ii) Issuing Bank & Branch _____

Dated: _____

(Signature of the authorized signatory of the Firm)

Full Name _____

Mob. No. _____

Company Seal _____

List of Enclosures:

- i) DD / Banker's cheque for EMD.
- ii) Attested copy of TAN/PAN No.
- iii) Attested copy of Registration No. of firm
- iv) Attested copy of Service Tax Registration No.
- v) Experience certificate from client organizations.

Annexure - IV

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Financial Bid

1. Name of the Firm _____
2. Address _____

3. Telephone No. _____ Fax No. _____
- 4.

Administrative charge to be charged by the Outsourcing agency (bidder) % of the total remuneration payable to the persons deployed on outsourcing basis.
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5. Taxes applicable shall be payable by CERC.
6. Administrative charge of the agency is to be quoted in percentage of the wages/remuneration of the staff deployed.

Dated: _____

(Signature of the authorized signatory of the Firm)

Full Name _____

Mob. No. _____

(Company Seal) _____