

CENTRAL ELECTRICITY REGULATORY COMMISSION

Ground Floor, Chanderlok Building, 36, Janpath,
New Delhi -110001, Tel: 23353503/Fax : 23752957

F.No.ADMN-11012/1/2020-CERC

Dated, 24 November 2021

Sub: Notice Inviting Tender for engaging Service Providers for deployment of manpower on outsourcing basis.

Central Electricity Regulatory Commission engages manpower at various levels through service providers. Sealed tenders are hereby invited in the form of techno commercial bids from such agencies who fulfill the eligibility conditions contained in the detailed terms & conditions given below for providing appropriately skilled manpower.

1. **Scope of work:** A list of manpower proposed to be engaged through the service providers is indicated in **Annexure-I**. The list is illustrative and not exhaustive. The number of persons may vary depending on actual requirement.

2. **Qualification of Bidders:**

(a) The agency desirous of participating in this tender should be registered with the appropriate registration authority and should have its registered office in Delhi/ NCR.

(b) The firm must have a valid PAN No., GST Registration No. and Registration Certificate of the firm.

(c) The Firm should have been registered with ESI and EPF Authorities for depositing ESI and EPF contributions.

(d) The Firm must have at least five years experience of providing manpower to Central Government/ State Govt. / PSUs / Private Organizations of repute in the field of manpower as shown in **Annexure-I**.

(e) The Firm shall have a minimum turnover of Rs. 2 crores during the last three years. The Firm shall abide by all statutory obligations relating to deployment of manpower including deposit of subscription of ESI and EPF and Minimum Wages Act., Labour laws etc.

(f) The firm shall submit a copy of:-

(i) Three years Balance Sheet, Income and Expenditure Account or Profit and loss Account duly certified by the Chartered Accountant;

(ii) Proof of depositing EPF contributions with the concerned agency at least for last one year.

(iii) Proof of depositing ESI contributions with the concerned agency at least for last one year.

(iv) Proof of depositing GST contributions with the concerned agency at least for last one year;

(g) The Firm should be agreeable to abide by all the terms and conditions of CERC contained in the instant NIT as indicated in **Annexure-III**

(h) The firm shall submit Bank solvency Certificate issued not earlier than 31st January 2021, duly signed by the bank authorities clearly stating that the account of the company is not under any attachments or any encumbrances from any Government Body/Statutory Authorities or Courts etc.

(i) The firm/Agency should not have been blacklisted/ debarred by any Government organization.

3. **EARNEST MONEY DEPOSIT:** An Earnest Money Deposit(EMD) of Rs. 5,00,000/- (Rupees Five Lakhs only) in the form of Demand Draft or Bankers Cheque drawn in favour of Central Electricity Regulatory Commission (CERC) payable at New Delhi is required to be attached with the technical bid. If the bidder claims exemption from payment of EMD, necessary documentary proof needs to be submitted alongwith the bid. In case of failure to provide EMD in the form of DD/Bankers cheque or failing to provide the necessary documentary proof for exemption from EMD, the bid will not be considered valid.

3.1 The EMD shall be refunded after completion of the tendering process to the unsuccessful bidders. EMD of the successful bidder would be adjusted against Security Deposit.

4. **Security Deposit**

5. The successful bidder shall be required to deposit a security deposit equal to 5 % of the total estimated annual value of the contract in the form of Demand Draft / Bankers Cheque drawn in favour of Central Electricity Regulatory Commission (CERC) payable at New Delhi.

6. The amount of security deposit is liable to be refunded within one month of the termination of the contract subject to clearance of all dues.

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

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

9. **Tenure of Contract:** The tenure of the contract shall ordinarily be one year. However, the competent authority in CERC, may at its discretion, allow extension of the tenure of contract, upto two spells of one year each subject to satisfactory services of the service provider.

10. The competent authority reserves the right to terminate the contract at any time without giving any notice or without assigning any reason whatsoever before completion of the tenure in case the services of the service provider are found to be unsatisfactory.

11. The decisions of Assistant Secretary (P&A), CERC or any other officer authorized by Secretary, CERC shall be final and binding on the service provider for the purpose regarding satisfactory or unsatisfactory standard of work.

12. **Damages:** Any damage caused to the property/records of CERC due to the negligence of the personnel deployed by the service provider is the responsibility of the service provider and the service provider will be liable to compensate CERC.

13. **Prohibition of sub-contract:** The service provider shall not appoint any sub-contractor for this work under any circumstances. During the currency of the Contract, the selected Agency shall not transfer its right to any other party/firm except with the prior permission of CERC. CERC reserves its right to reject any such request without assigning any reason.

14. **Resolution of Dispute:** In case of dispute, the decisions of Secretary, CERC shall be final.

15. **Payment to personnel deployed to CERC:** The payment of remuneration/emoluments by the Service Provider to its employees shall be made by ECS/NEFT only. CERC may consider annual escalation in monthly remuneration subject to satisfactory performance of the outsourced staff.

16. **Payment:** Payment shall be released by CERC to the service provider on monthly basis through RTGS/ECS. For release of payment, pre-receipted bills, GST deposit receipt and all statutory dues payment receipt of the deployed personnel are required to be submitted by the agency at the end of every month.

17. **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.

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

- (a) Contract Labour (Regulation & Abolition) Act, 1970.
- (b) Minimum Wages Act.
- (c) Workmen's Compensation Act.
- (d) The Bonus Act as amended from time to time.
- (e) Industrial Disputes Act, 1947
- (f) Any other rules, regulations and / or statutes as maybe applicable to them from time to time.

19. Normal working hours would be 9.30 A.M to 6.00 P.M (05 days week) including half-an-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 this office.

20. There will be a provision of 15 days leave in a calendar year (in addition to the gazetted holidays applicable in CERC office), subject to prior sanction.

21. The personnel deployed under this contract shall maintain proper office decorum.

21. 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 deployment under this contract.

22. 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.

23. The service provider has to provide 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.

24. 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.

25. The service provider shall conduct necessary verification of antecedents of the personnel to be deployed by it to CERC.

26. **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.

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

28. **Technical Bid:** The Technical bid, in the pro-forma prescribed at **Annexure-III** along with the under-mentioned documents is to be placed in a sealed cover and superscribed as "**Technical Bids**":-

- (a) Self-attested photocopies of PAN No., GST Registration No. and Registration Certificate of the firm
- (b) Self-attested photocopies of documents in support of possession of requisite relevant experience by the firm
- (c) Earnest Money Deposit and
- (d) Affidavit regarding non blacklisting of the firm
- (e) Other documents as required in para 2(f).

29. **Financial Bid:** The Financial bid is to be furnished in the prescribed. Proforma given in **Annexure -IV** and placed in a sealed cover superscribed as "**Financial Bid**".

30. **Rejection of tender:** The tender bids must be submitted in the prescribed proforma provided in **Annexure-III** and **Annexure-IV**. Tenders not in the prescribed proforma are liable to be rejected.

31. Two separate sealed covers containing the Technical Bid and the Financial Bid may be kept in another outer sealed cover and addressed to the Assistant Secretary (P&A), CERC. The cover should be superscribed as "**Tender for Engaging Service Providers for deployment of manpower on Outsourcing Basis**".

32. **Evaluation of bids and selection criteria :** Technical bids submitted by those Bidders who have furnished the EMD shall be evaluated by a Committee constituted by CERC. The bids to be determined as substantially responsive shall be evaluated by the Committee for technical compliance.

- (i) Bids will be evaluated on Technical and Financial criteria. 70% weightage will be given to Technical bid and 30% to financial bid. Bidders who secure more than 50% score (out of 100) in Technical evaluation shall be treated as technically qualified and notified of financial bid opening date and time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at CERC. Only financial bids of those bidders whose technical bids are found responsive and accepted by the Competent Authority in CERC shall be opened

(ii) The bidder must submit all necessary authentic data with necessary supporting documents of the various items of technical evaluation criteria as per clause 2.0 and 28 of this TOR, failing which his/her tender is liable to be rejected. The evaluation will be done by a Committee on the basis of the following criteria:-

- (a) Experience in the relevant field (40 points)
- (b) No. of Government/ PSU/Private clients to whom the bidder is providing manpower as shown in Annexure-I (other than housekeeping/ pantry/ security staff/MTS/erstwhile Group D staff). (30 points)
- (c) Total No. of candidates deployed in the last five years, year wise, Category-wise as per Annexure-I in different organizations, duly supported by documentary proof. (15 Nos.)
- (d) Performance in Government Organization /Autonomous Bodies/PSUs. (10 points)
- (e) Any other parameters fixed by CERC. (5 points).

33. The bidder, whose combined scores (technical and financial) found highest, would be selected as the successful bidder subject to the condition that the quoted rates are not below the minimum benchmark charged fixed by CERC. In addition to above, in case there is any tie in the rates, the bidder whose score is highest in Technical bid based on documentary support on the past experience, past performance etc. shall be given more weightage in the selection.

34. The decision of CERC shall be final and no representation of any kind shall be entertained.

35. The bidders are advised to submit relevant documents for providing manpower services for the category listed at **Annexure-I** or equivalent only. Documents submitted for providing other than above services will not be considered for technical evaluation. List of documents in support of eligibility criteria be provided as per **Annexure-II**.

36. CERC reserves the right to fix minimum percentage of the Administrative charges and agency quoting below the benchmark would be liable to be rejected. In the Financial Bids, if the service charges as a percentage of the money paid to the person engaged and statutory dues thereon, if any, quoted is less than 5%, the quotation will be rejected out rightly.

37. CERC reserves its right to split the Contract and create a Panel of service providers in the interest of competitiveness and reliability of service, availability of more and experienced manpower. However, the number of service providers on panel shall not be more than two.

38. Last date of receipt of tender: The tender, complete in all respects, should reach the Assistant Secretary (P&A), CERC, Ground Floor, Chanderlok Building, 36, Janpath, New Delhi-110001 by 15.00 hrs on 17th December, 2021.



(Rajiv Kumar)
Assistant Secretary (P&A)
Tel: 2335 3503

Illustrative List of Manpower to be engaged through Service Provider

Non-Technical Posts:

Sr. No	Category	Approx No.
(a)	Administrative Officer	01
(b)	Hindi Officer	01
(c)	Sr. Executive (Stenographer)	06
(d)	Jr. Executive (Stenographer)	09
(e)	Executive	06
(f)	Record Keeper	25
(g)	Jr. Executive (Admin)	01

Technical Posts:

Sr. No	Category	Approx No.
(a)	Associate (Technical)	04
(b)	Jr. Executive (DEO/A/cs)	06

Specialized posts:

Sr. No	Category	Approx No.
(a)	Medical officer	01
(b)	Librarian	01
(c)	Website Designer	01
(d)	Gym Trainer	01

Note 1. Actual remuneration/ emoluments, which shall not be less than applicable minimum wage, would be decided by CERC and intimated after award of work

Note 2. CERC's liability will be limited to employers' contribution as per extant rules towards ESI, EPF and any other statutory contributions, if any, once these have been paid by the Agency on due date. No penal charges shall be payable by CERC.

Note 3. The above list is illustrative not exhaustive.

Note 4. The no. of personnel may vary depending on prevailing requirements.

Note 5. The selection of manpower and remuneration/emoluments payable to them shall be decided by CERC as per functional requirements.

CHECK LIST OF ATTACHED DOCUMENTS

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Following self-attested documents must be enclosed along with the tender.

Sr. No.	Details	Whether enclosed or not
1	Proof regarding Registration with the appropriate authority in Delhi	
2	Proof regarding Registered Office in Delhi/ NCR	
3	Submission of EMD	
4	Proof regarding registration with NSIC with validity date	
5	Details regarding relevant experience	
6	Financial bid (Separate cover)	
7	PAN No.	
8	GST Registration certificate	
9	Registration with EPF authorities	
10	Registration with ESI authorities	
11	IT returns for last three years	
12	GST Tax Returns at least for last one year	
13	Proofs regarding payment of EPF contributions at least for last one year	
14	Proofs regarding payment of ESIC contributions at least for last one year	
15	Last three years audited statement from Chartered Accountant	
16	Solvency Certificate from the Banker	

11. **Undertaking**

We _____ (Name of the firm) hereby undertake that we accept the terms & conditions laid down in CERC's NIT No. ADMN-11012/1/2020-CERC dated ____2021.

12. 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) The Bonus Act as amended from time to time.
- (e) The Industrial Disputes Act, 1947
- (f) Any other rules, regulations and / or statutes as may be applicable to them from time to time.

13. Earnest Money Deposit of Rs. 5,00,000/-

(a) DD / Banker's Cheque No. _____

(b) Issuing Bank & Branch _____

OR NSIC Registration No. and validity:

(Documentary proof to be attached)

14. Certified that the Firm/Agency or any of its partners/Directors etc. have not been blacklisted/restrained/penalized by any Government organization.

(Signature of the authorized signatory of the Firm)

Full Name _____

Mob. No. _____

Company Seal

List of Enclosures:

- (a) DD / Banker's cheque for EMD.
- (b) Self-attested copy of PAN No.
- (c) Self-attested copy of Registration No. of firm
- (d) Self-attested copy of GST Registration No.
- (e) Experience certificate from client organizations.
- (f) The firm shall submit a copy of the following documents:
- (g) Three three years Balance Sheet, Income and Expenditure Account or Profit and loss Account duly certified by the Chartered Accountant
- (h) GST Returns for at least for last one year
- (i) Proof of depositing EPF contributions with the concerned agency at least for last one year.
- (j) Proof of depositing ESI contributions with the concerned agency at least for last one year.
- (k) Solvency Certificate from the Banker

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Financial Bid

1. Name of the Agency : _____

2. Address _____

3. Telephone No: _____ Fax No: _____

Administrative charge to be charged by the Outsourcing agency (bidder)	_____ % of the total remuneration/emoluments payable to persons deployed on outsourcing basis.
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(i) Administrative charge of the agency is to be quoted in percentage of the remuneration/emoluments.

(ii) Administrative charges shall be payable on total basic remuneration/emoluments of persons deployed but not to be payable on statutory dues/taxes/ GST.

(iii) Applicable Taxes, if any, shall be payable by CERC but no administrative charges would be payable on taxes/ GST.

(Signature of the authorized signatory of the Firm)

Full Name _____

Mob. No. _____

Company Seal