PROJECTS & DEVEDLOPMENT INDIA LIMITED
(A Govt. of India Undertaking)
PO-Sindri, Pin-828 122, Dist.Dhanbad(Jharkhand)

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INVITATION TO BID

(RATE CONTRACT)

To	ITB No.	PD/P&A/2012/01
	Date of Issue	01.02.2012
	Bid Closing Date & Time	20.02.2012 at 3.00 pm
	Tech Bid opening Date & Time	20.02.2012 at 3.30 pm
	Price Bid opening Date & Time (Tentative)	Will intimidated later on
	Venue of Bid opening	Office of HOD (P&A)
	Type of Bid Submission	Two Stage
	Type of Bid Opening	Public
	Earnest Money Deposit	Rs.13,750/-
	Contract Period	One year
	Date & Time of pre-bid conference	15.02.2012 at 3.00 pm

We, Projects & Development India Ltd. (PDIL), A Govt. of India Undertaking under the administrative control of the Deptt. of Fertilizers, Ministry of Chemicals & Fertilizers , intend to engage suitable Contractor to provide manpower (AS DESCRIBED BELOW) in our Office at PDIL, Sindri.

We invite sealed quotations in duplicate from the interested capable contractors for supply of manpower as described below. The quotation shall be addressed to HOD (P&A) referring ITB No. Bid closing date & time duly super scribed on the cover.

Sl.No.	Item Description	No. of Personnel
1.	Annual Rate Contract for providing manpower for Secretarial Staff/Computer Maintenance Technician/, Driver/NDT Technician/Lab Operator/Lab. Technician/Lab. Asstt./ Plant Operator/Plant Technician and Office Help	Need Based Requirement

Any bidder who meets the Bidder's prequalification criteria as per ITB (Annexure-VI) and wishes to quote against this tender may download the bidding document from www.pdilin.com and submit the Bid complete in all respects as per terms & conditions of ITB (Annexure-I) on or before the due date.

A. INSTRUCTION TO BIDDERS

Bidders are required to submit their bid under three covers :

- **ENVELOPE A (Part – I) : EMD**
- **ENVELOPE B (Part –II) : TECHNICAL AND COMMERCIAL UNPRICED BIDS**

  The following documents shall be enclosed in this envelope :

  - Annexure I – General Terms & Conditions of ITB duly signed and stamped
  - Annexure IIA & IIB – Remuneration schedule and scope of job duly signed and stamped
  - Annexure III – Price schedule duly signed and stamped (without filling price)
  - Annexure IV to VII – Other documents duly filled, signed and stamped

- **ENVELOPE C (Part – III) : PRICE BID I.E. SCOPE OF JOB & RATE WITH QUOTED RATES(ANNEXURE-IV).**

All the above three covers should be super scribed with respective envelop No. ITB No. and closing date of the bid. These three covers should be sealed and placed in a fourth envelop which should be addressed to the under mentioned and super scribed with our ITB No.PD/P&A/2012/01 on the cover of the quotation with due date. Bidders are requested to clearly mention the details enabling us to identify their quotation for the job under reference. Sealed quotations must be submitted latest by 20.02.2012 at 3.00 pm to the following address:-

HOD (P&A)
Projects & Development India Limited
PO-Sindri, Pin-828 122, Dist. Dhanbad
Jharkhand

1.0 Bids shall be free from Erasing & Correction

2.0 Offer without Part-I (EMD) & Part-II will be ignored/rejected.

3.0 Priced bid shall be subject to no conditions whatsoever. Conditional priced-bid shall be liable for rejection.

4.0 Bids shall be submitted on or before the scheduled closing date and time. Bids received after the due date and time shall not be considered under any circumstance.

5.0 Bid shall be submitted complete in all respects. Bids through Fax/E-mail shall not be considered.

6.0 Any change in the bid after due date of submission of tender will not be considered.

7.0 Bidders are advised in their own interest to ensure that their bids reach well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered.

8.0 Bidders are advised to quote strictly as per terms and conditions of the tender documents.

9.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.

10.0 All the rates/charges to be quoted should be on unit basis and inclusive of taxes as applicable for this contract Rates shall be firm till the complete tenure of the contract.

11.0 Validity : Rates quoted should be valid for our acceptance for a minimum period of three months from the date of opening of Un-priced commercial bid. PDIL will not allow any revision in prices within validity period after sealed tenders are opened.

FOR & ON BEHALF OF
PROJECTS & DEVELOPMENT INDIA LTD.

(S.K. CHANDA)
HOD (P&A)

Encl :

General Terms & Conditions	Annexure – I
Scope of job	Annexure – IIA
Remuneration	Annexure – IIB
Price Schedule	Annexure - III
Vender Data Form	Annexure –I V
Employment Card (Form XIV)	Annexure – V
Pre qualifying criteria	Annexure –VI
Declaration (No Deviation Certificate)	Annexure - VII

ANNEXURE-I

GENERAL TERMS AND CONDITIONS

1	**Scope of work**
	The scope of the contractor includes supply of manpower of different category as required by PDIL time to time to work in the different department at Sindri and at different construction site as per the requirement of the company. The remuneration to the personnel shall be paid by the contractor and the same shall be reimbursed to the contractor by PDIL along with their service charge. The nature of job to be done by the contractor personnel shall be as per annexure – IIA, i.e. scope of job enclosed with ITB.
2	**Service Charge**
	The contractor shall quote unit rate for Service Charge in percentage on the actual remuneration paid to the personnel in the price schedule as per annexure – III enclosed with the ITB. This service charge quoted by the bidder shall be inclusive of employer's PF contribution, insurance, leave and other statutory requirements, if applicable.
3	**Firm rate**
	The rate quoted by the bidder shall be firm during execution of order.
4	**Validity**
	The rate quoted should remain valid for a period of 90 days from the date of opening of bids.
5	**Service tax**
	The service tax, if any shall be paid by the Contractor and the same shall be reimbursed by PDIL on submission of relevant documents.
6	**Earnest Money Deposit(EMD)**
	The Earnest Money Deposit shall be submitted for an amount of Rs.13,750/- by way of A/c. Payee Demand Draft / Banker's Cheque payable at Sindri and drawn on a Nationalized Bank favouring Projects & Development India Ltd. Request or transfer of deposit made against any other tender / contract or authorization for deduction from any of the pending bills will not be accepted. The Bank Draft or Banker's Cheque as the case may be, must be submitted along with tender without which the tender will be out rightly rejected. EMD will be refunded to unsuccessful bidders after finalisation of the bid. EMD will not bear any interest.
7	**Security Deposit**
	The successful bidder has to deposit a sum equivalent to one month contract value as Security Money either in cash with our Accounts Officer (Cash) or in the form of Bank Draft favouring Projects & Development India Ltd., payable at SBI, Sindri. Earnest Money Deposit shall form a part of the Security Deposit. The Security Deposit will not bear any interest. PDIL SINDRI, HOWEVER, RESERVES THE RIGHT TO FORFEIT THE SECURITY DEPOSIT IF THE CONTRACTOR FAILS TO TAKE UP THE JOB OR ABIDE BY AND FULFIL THE TERMS AND CONDITIONS OF THE CONTRACT AND/OR TO EXECUTE THE WORK SATISFACTORILY. Refund of Security Deposit will be made after expiry of the contract on the certification of HOD (P&A) or his authorised representative for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the company, if any, on account of any failure on the part of the Contractor.
8	**Payment of remuneration to the personnel**
	The contractor shall make payments to the personnel in presence of HOD (P&A) or his authorised representative on each 5th or 6th day of the next month on monthly basis and produce a certificate from him in this respect along with their bill for each month. The Contractor shall have to make payment to the personnel as per remuneration schedule of, Annexure – IIB enclosed with ITB after deducting employee's contribution towards P.F as per EPF Act.
9	**Remuneration of the personnel**
	The actual remuneration is the minimum remuneration (as per annexure –IIB) plus additional remuneration as decided by the company on the basis of qualification, experience as well as performance of the personnel deployed.

10	**Submission of bill and payment to the contractor**	
i)	Contractor's bills, duly certified and signed by HOD (P&A) and supported with necessary documents should be submitted to HOD (Finance) once in a month. The Contractor must submit the Bill by 15th of the succeeding month.	
ii)	The following documents/certificates are to be submitted along with Bill	
	(a)	Certificate from authorised representative of Pers. & Admn. regarding payment of remuneration to the personnel in his presence.
	(b)	A Bank Challan along with statement towards deposition of PF Contribution & EPS Contribution with the Employees' Provident Fund Organisation.
iii)	Income Tax will be deducted from contractor's bill as per rule.	
11	**Deposit of amount towards Provident Fund**	
	Provident Fund constituting employee's as well as employer's contribution as per prevailing EPF act on the remuneration shall have to be deposited by the Contractor with Employee's Provident Fund Organisation every month and a bank challan along with statement in respect of individual staff showing the deposition of PF contribution. The bank challan and details regarding deposition of contribution of Employees' Pension Scheme should be furnished by the CONTRACTOR along with his bill for payment.	
12	**Availability of contractors**	
	The Contractor shall ensure his availability throughout the working hours to facilitate immediate contact.	
13	The Contractor shall have to observe all safety precautions during the working hours as directed by HOD (P&A) or his authorised representative. Provision of all statutory laws and rules such as Labour Laws, Jharkhand Shops & Establishment Act, Minimum Wages Act, Payment of wages Act, Workmen's Compensation Act, Payment of Bonus Act 1965 etc for the time being in force shall be applicable in this contract and shall be subject to ESI and Employees Provident Fund Deductions as per the Act, 1952 and subsequent Amendments in force.	
14	The manpower employed by the contractor shall be their responsibility (financial or otherwise).PDIL has no any liability for them at all.	
15	The Contractor shall be liable to compensate for any loss or damage caused to any goods or articles which you may deal with arising out of your default, failure, negligence, deliberate or otherwise in respect of any terms and conditions or any instruction or direction issued from time to time.	
16	Any decision regarding day to day matter will be issued by the HOD (P&A) or his authorised representative.	
17	**Period of contract**	
	One year from the date of placement of order.	
18	**Liability under laws covering factory acts**	
a)	The Contractor shall at all times indemnify PDIL, Sindri against claims that may be raised under the Workman's Compensation Act or the Shops & Establishment Act and such other relevant acts as may be applicable for working inside and out-side the PDIL Office.	
b)	As per the Contract Labour (Regulation & Abolition) Act, 1970 and Jharkhand Rules, the Contractor shall have to issue an Employment Card in Form XIV to each personnel within 3 days of employment of the personnel. The Card is required to be maintained up to date and any change in the particulars should be entered therein. This employment Card shall be prepared by you in quadruplicate out of which one copy is to be issued to the personnel, on copy is to be sent to the Asst Labour Commissioner, Dhanbad and one copy is to be submitted to the Pers. & Admn. Deptt. PDIL, Sindri and the rest may be retained by you for your record.	
c)	All payments to Contractor's personnel shall be made in the office of Personnel & Admn. Deptt. which may be treated as the payment counter for this purpose. The payment to the personnel shall be made by the Contractor in presence of the Authorised Representative as stated above.	
d)	For the purpose of Workmen's Compensation Act, the Contractor shall have to obtain Insurance Coverage for the employees employed by him and a copy of the same has to be submitted to the HOD(P&A), PDIL, Sindri.	

e)	In case any discrepancy is noticed and any complaint is received from the personnel regarding non-payment of remuneration, PF and/or any other statutory dues, stern action will be taken against him as deemed fit and as decided by the Unit Head, PDIL, Sindri. Also, while making payment to the personnel, the Contractor will make necessary arrangement to produce gate pass to the personnel bearing their photographs before the authorised officer of Personnel & Admn. Deptt.
19	**Force Majeure** : Neither PDIL nor the Contractor shall be held responsible for any delay in the performance of the Contract due to any of the following causes – ACTS of GOD, Strike, Lockout, Riots, Civil Commotions, Breakdown of machineries, storm, flood, war, mobilisation. Govt requisition force majeure, fire pestilence, damage or accident in the factory to its machineries, failure for reasons beyond the Contractor's neglect, or any other event or circumstances beyond the Contractor's neglect, or any other event for circumstances beyond the control of either party, whether due to or in consequence of any of the aforesaid causes.
20	The Contractor shall not without prior consent in writing of the Company sublet the Contract or any part thereof provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under this Contract.
21	Contractor or his personnel must not refuse to undertake, perform and execute the job given to him by in charge at the working place and in case of any such refusal/disobey, PDIL Management reserves right to take action against the Contractor as deemed fit for which Unit Head of PDIL, Sindri shall be sole judge.
22	PDIL reserves to itself the right to get any portion of the job done departmentally or through other agencies, if required, for which no complaint from the Contractor shall be entertained.
23	PDIL Management also reserves the right to enter into parallel contract(s) with one or more parties in the interest of the Organisation.
24	**Statutory Obligation**
	Contractor shall be responsible to observe and comply with all statutory requirements including Contract Labour Act, 1970, Minimum Wages Act, Labour Laws and regulation in vogue both of Central and State Govt. PDIL shall be kept indemnified against any action brought against it for any violation/non-compliance of any act, rules and regulation including contribution under Employees Provident Fund & Miscellaneous Provisions Act 1952, ESI Act 1948, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, Workers Compensation Act. 1923, Uniform and Transit Allowance, Leave & Holidays etc.
25	**Leave**
	Contractor's personnel shall be allowed weekly off and fixed holidays declared for regular employees of PDIL.
26	In case of absence of any personnel from duty, it will be the responsibility of contractor to inform the concerned officer of PDIL well in advance. For the period of absence from duty, remuneration will be deducted on prorata basis.
27	**Arbitration**
	All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the contract. However, in event at failure to do so, matter shall be referred to the Unit Head, PDIL, Sindri who shall be sole arbitrator and his award shall be binding on both parties operating the contract.
28	**Jurisdiction**
	This contract shall be deemed to have been entered into at Sindri and all cases of action in relation to the contract shall, therefore, be deemed to have been assigned within the jurisdiction of Dhanbad (court) (Jharkhand).
29	PDIL reserves its right to reject any Bid in full or in part without assigning any reason thereof.
30	The bidder has to return a copy of ITB duly signed and stamped on each page as acceptance.
31	The service charge shall be inclusive of all statutory requirement such PF, ESI, Leave, Bonus, Insurance etc. prevailing during contract period.

32	The bidder has to submit a copy of price schedule without filling price (as per format enclosed as annexure III along with the ITB) duly signed/stamped under Techno Commercial part of bid. Later if any deviation is found in the price bid compared to unfilled price bid the offer shall be out rightly rejected without giving any reason for it even price bid is opened.
33	The bidder shall agree for the part order acceptance.
34	The contract's personnel may be deputed for execution of job in any Department at Sindri including site work outside of Sindri as per requirement of the Company.
35	The payment of the personnel shall be through cheque.
36	The no. of personnel indicated in the price schedule is tentative/ approximate which may vary as per requirement of the company.
37	The contractor's personnel to be deployed shall have to appear for interview before selection committee of PDIL, Sindri . The committee will examine the suitability of the personnel for the job to be assigned to him. The decision of the committee will be considered final.
38	Actual remuneration of the personnel shall be decided by PDIL based on their qualification, experience & performance.
39	The bidder shall have to attend pre-bid conference for any clarification regarding bid documents before quoting the tender.

ANNEXURE - IIA

SCOPE OF JOB

The job shall include

1.0 **SECREATARIAL STAFF /OFFICE CLERK/ASSTT. :**
(Graduate from any recognized university with proficiency in MS Office/working experience in the relevant area).

1.1 Taking Dictation in English Shorthand/Hindi shorthand
1.2 Typing & Printing job
1.3 Maintenance of records & files in office,
1.4 Fax Operation/Telephone Operation/Xeroxing
1.5 Capability to work independently
1.6 Any other job as assigned from time to time

2.0 **COMPUTER MAINTENANCE TECHNICIAN :**
(Minimum Matriculate with Proficiency in data entry in Computer/capability of computer software maintenance and updation).

2.1 Maintenance of records and files,
2.2 Typing & Printing job,
2.3 Data entry in the system,
2.4 Maintenance of IT Hardware and Soft ware.

3.0 **Driver :**
3.1 Minimum Matriculate
3.2 Driving license of heavy and light vehicle

4.1 **NDT TECHNICIAN :**
4.1.1 Matriculate
4.1.2 Conversant with attenuation test, ultrasonic scanning, Ferrite measurement, DP Test etc.
4.1.3 Preferably having ASNT level 1 & 2 certificate.

4.2 **LAB.OPERATOR/LAB.TECHNICIAN/LAB ASSTT. :**
4.2.1 Matriculate
4.2.2 Conversant in qualitative and quantitative analysis of Catalysts, its raw material and finished product.
4.2.3 First hand knowledge of laboratory
4.2.4 Primary datas generation from sample collected from site with reference to air, water and soil.
4.2.5 Verification of secondary data with reference to the above preparation of report and interpretation of data.
4.2.6 Sampling, Gravimetric & Volumetric test.
4.2.7 Knowledge of Autocad.

5.0 **PLANT OPERATOR/TECHNICIAN**:
5.1 (Matriculate with experience in the related trade, Licence/Certificate necessary to meet statutory requirement shall be pre requisite for the candidate having knowledge of job in respective field.

6.0 **OFFICE HELP :**
(Matriculate)

6.1 Having good knowledge of office job,
6.2 Printing,
6.3 Record Keeping,

ANNEXUTURE-IIB

Remuneration Schedule

Sl. No.	Category	Job description	Qualification	Minimum Remuneration	
				Experience above 5 years	Experience up to 5 years
				Category - A	Category - B
1	Secretarial staff	Knowledge of typing, Taking dictation in English/Hindi shorthand, printing job, maintenance of records and files, fax operation/ telephone operation. Capable to work independently with proficiency in MS office	Graduate from any recognised University.	6300	4500
2	Computer Maintenance Technician	Maintenance of records and files, Typing & Printing job, Data entry in the system Maintenance of IT Hardware and Soft ware.	Matriculate	5400	3600
3	Driver	Driving heavy and light vehicle.	Matriculate	5400	3600
4	NDT Tech./ Lab Operator /Lab. Technician /Lab. Asstt.	Sampling, Gravimetric & Volumetric test. Conversant with attenuation test, ultrasonic scanning, Ferrite measurement, DP Test etc. Preferably having ASNT level 1 & 2 certificate. Conversant in qualitative and quantitative analysis of Catalysts, its raw material and finished product. First hand knowledge of laboratory. Primary datas generation from sample collected from site with reference to Air, Water and Soil. Verification of secondary data preparation of report, interpretation of data, knowledge of Autocad.	Matriculate	6300	4500
5.	Plant Operator /Technician	Experience in the relevant trade. Licence/Certificate necessary to meet statutory requirement.	Matriculate	5400	3600
6	Office Help	Having good knowledge of office job, Printing, Record Keeping.	Matriculate	5400	3600

Note:- The contractor's personnel shall be paid the minimum remuneration as mentioned above along with additional remuneration as decided by PDIL based upon their qualification, experience & their performances.

Annexure - III

PRICE SCHEDULE

Sl.No.	Requirement	Category	Remuneration Range in (Rs)	Quantity (Approx.)	Unit rate for Service charges inclusive of PF and all statutory requirements in percentage (Rs)
1	Secretarial Staff	A	6300 to 9000	1	
2	Computer Maintenance Technician	A	5400 to 7200	1	
3	Driver	A	5400 to 7200	1	
4	NDT Tech./Lab. Optr./Lab.Techn./Lab.Asstt.	A	6300 to 9000	4	
		B	4500 to 6300	2	
5	Plant Operator/Plant Technician	A	5400 to 7400	1	
6	Office Help	A	5400 to 7200	2	

Annexure-IV

VENDOR DATA FORM

STATEMENT OF CAPABILITY

FINANCIAL		
S.NO.	ANNUAL TURNOVER FINANCIAL YEAR	RS.
1.1	2008-2009	
1.2	2009-2010	
1.3	2010-2011	
2.0	RESOURCES	
2.1	NO. OF EMPLOYEES	
3.0	DETAILS OF PROPRIETOR/CHIEF EXECUTIVE	
4.0	PERSONAL RISK COVERAGE INSURANCE (ENCLOSE COPY OF REGISTRATION)	
5.0	PF REGISTRATION NO. (ENCLOSE COPY OF REGISTRATION)	
6.0	ESI (EMPLOYEE'S STATE INSURANCE) REGISTRATION NO. (ENCLOSE COPY OF REGISTRATION)	
7.0	PAN NO.	
8.0	SERVICE TAX REGN.	
9.0	SHOPS AND ESTABLISHMENT REGN	
10.0	INCOME TAX CLEARANCE/RETURN	

Signature _____

Name _____

Designation _____

Date : _____

ANNEXURE – V

JHARKHAND CONTRACT LABOUR (REG. & ABOLITION) RULES

FORM – XIV

See Rule 76

EMPLOYMENT CARD

Name & Address of Contractor :

Name & Address of establishment in/under
which the Contract is carried on :

Nature of work and location of work :

Name & Address of Principal Employer :

Particulars of the workmen employed :

Name of the workmen :

a) S.No. in the Register of workmen employed :

b) Nature of employment/designation :

c) Wage Rate (with particulars of units, in case of piece-work) :

d) Wage Period :

e) Tenure of employment :

f) Remarks :

Authorized Signatory

Bidder

ANNEXURE-VI

PRE-QUALIFYING CRITERIA FOR BIDS

THE BIDDERS HAVE TO FURNISH THE COPY OF THE FOLLOWING DOCUMENTS ALONG WITH THEIR OFFER IN THE ENVELOPE PART-II :-

(1) SHOPS & ESTABLISHMENT REGN. CERTIFICATE/CO-OPERATIVE REGN. CERTIFICATE

(2) VALID LABOUR LICENCE FOR MINIMUM 20 LABOURS

(3) VALID P.F. REGN. CERTIFICATE ..

(4) SERVICE TAX REGN. CERTIFICATE, IF APPLICABLE, OTHERWISE DECLARATION ON BIDDER'S LETTER HEAD CERTIFYING THAT SERVICE TAX IS NOT APPLICABLE IN THEIR CASE AS PER SERVICE TAX RULES.

(5) SOLVENCY CERTIFICATE FOR MINIMUM AMOUNT OF 5 LAKH FROM ANY NATIONALISED BANK.

(6) PAN NO.

(7) INCOME TAX CLEARANCE CERTIFICATE/RETURNS SUBMITTED DULY RECEIVED BY INCOME TAX DEPARTMENT FOR LAST THREE FINANCIAL YEARS.

(8) DECLARATION THAT THE FIRM HAS NOT FAILED TO COMPLETE ANY CONTRACT AWARDED TO THEM.

(9) DECLARATION THAT THE FIRM IS NOT BANNED/DELISTED BY ANY GOVT.ORGANISATION/FINANCIAL INSTITUTION/COURT.

ANNEXURE-VII

DECLARATION

NO DEVIATION CERTIFICATE

We hereby accept and agree to all Techno-Commercial, General terms & conditions and Price bids as per Annexures given in the Tender Enquiry No. _____ dated _____ without any deviation.

Authorised signatory

Bidder