



BrahMos Aerospace Thiruvananthapuram Ltd

Road, Beach PO, Chackai, Thiruvananthapuram: 695007, India

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CIN: U29299KL1989PLC005405



TENDER NOTICE PUBLIC TENDER

Tender No - BP/ADM-16/245

Date of Tender - 30-08-2021

Invitation of Bids for Outsourcing of supply of manpower for various services-Engineering, Supervisory, Technical, Clerical / Telephone Operation, Driving, Helping and Cleaning.

To

1. Bids in sealed cover are invited for supply of Services listed in Part III of this TENDER as per **two Bid**, instructions for which is detailed in Part 1 of this tender.
In your final bid, in one Sealed cover, enclosing both the techno commercial and Price bid in individual sealed covers, please super scribe the following, as given below, to avoid the bid being declared invalid.

- a. Tender for supply of
- b. Tender enquiry reference no:
- c. Due date of submission of bid

2. Delivery Date indicated below in Para (3) is inclusive of Inspection, if any.

3. a. **Due Date for submission of Bids : 22/09/2021**
b. **Delivery date : NA being Service Job.**

The address and contact numbers for sending Bids or seeking clarifications regarding this TENDER are given below:

a)	Bids to be addressed to	Managing Director BrahMos Aerospace Thiruvananthapuram Limited , Chackai, Beach PO, Thiruvananthapuram 695 007
b)	Postal address for sending Bids	CMM Department, BrahMos Aerospace Thiruvananthapuram Limited , Chackai, Beach PO, Thiruvananthapuram 695 007
c)	Contact Officer	Mr.N.Sunilkumar, AGM(CMM)
d)	Telephone Number(s) of the Contact Officer for Queries	+91 471 – 2501325 ext 311, ext 212, ext 214
e)	Fax Numbers	+91 471 2500702
f)	Email of Contact Officer	sunilkumar@batl.co.in

4. This TENDER is divided into five Parts (Part I to Part V) as follows:

- a. Part I contains General Information and Instructions for the Bidders about the TENDER and the bidding procedure, qualification and selection of the Service Provider.



- b. Part II contains Terms and Conditions of TENDER, which will form part of the Contract/Supply Order with the successful Bidder(s)/Seller(s).
 - c. Part III contains details and specifications of the Good(s)/Service(s) required by the Buyer.
 - d. Part IV contains formats of Price Bid, Tech Bid etc and is to be strictly complied with.
 - e. Part V contains format of Compliance statement required to be filled up by all Bidders.
5. This TENDER is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or fore close the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security.
 6. Prospective Bidders are to constantly monitor the Company's web site for updates on this Tender. The Company will not be responsible for the Bidder missing information that is put up on the website on this Tender.
 7. Your Techno Commercial response and Price Quotations should comply with the Specifications given in the tender. Also, the compliance chart as per Part V of tender should be duly filled in and sent along with the offer.
 8. You may contact The Managing Director, BrahMos Aerospace Thiruvananthapuram Limited (BATL), Chackai, Beach PO, Thiruvananthapuram 695 007 for any grievance related to bidding condition, bidding process and / or rejection of bid. With regard to bidding condition, this shall be done in writing to be received at BATL at least seven days in advance of the stipulated date of submission of bid.

Yours sincerely,



(N.SUNILKUMAR)
AGM(CMM)
For BrahMos Aerospace
Thiruvananthapuram Limited (BATL)



Part I- General Information and Instructions to Bidders

1. **Type of Bid** – Bids will be of one of the two types defined below and will be specifically mentioned in the main covering letter and the below conditions are to be followed accordingly:

(a) **Two Bid System** : Bid shall be submitted in two parts i.e. Part I – Techno Commercial bid and Part II – Price bid. Both parts of the Bid shall be submitted in separate sealed envelopes super scribing "Techno-Commercial Bid" or "Price Bid", as applicable, along with Tender Reference No.. Both these sealed envelopes are to be put in a third sealed envelope superscribing Title of the TENDER, Tender Reference No. and Date of Opening. The Techno-Commercial Bid should also contain a copy of the price bid **WITHOUT any INDICATION of PRICES whatsoever and prices are to be left BLANK.**

(b) **Single Bid System** : Bid shall be submitted in single envelope stating Techno Commercial and Price bid. The same should be duly sealed and super scribed with Title of the TENDER, Tender Reference No. and Date of Opening.

(c) **Prices will be in Indian Rupees only. All amounts shall be indicated both in words as well as figures. If any difference in the same, the amount quoted in words shall prevail.**

2. **Last Date and Time for Depositing the Bids:** Last date and time for making available the sealed Bids at BATL are indicated in the main covering letter and are to be strictly complied with, unless separately updated subsequently. The sealed Bid should be deposited in the Tender Box at the BATL Main Security Gate / reach by the due date and time at the postal address indicated. The responsibility to ensure this lies with the Bidder. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Late Bids will not be considered. Bidders are permitted to withdraw their submitted Bids after submission, but prior to the last date and time.

3. **Time and Date for Opening of Bids:** Due date and time of opening of the Price Bids will be intimated separately to each qualified Bidder. Bids will be opened at BATL. Bidders may depute their representatives, duly authorized in writing, to attend the opening of the Price Bid. Only those vendors meeting the Eligibility/ Qualification criteria and the techno commercial requirements as specified in the tender will be considered in the procurement process..

4. **Procedure for Submission of Bid:** The envelopes of Bids as described in para 1 above, should be forwarded by Bidders under their original memo / letter pad interalia furnishing details like GST, PAN number, Bank address with EFT Account if applicable, etc. with complete postal and e-mail addresses of their office failing which the bid would not be considered. In case of a Two Bid system, the Price bid of the Bidders, whose Techno Commercial bid are found non-compliant, will be returned to the Bidders, in sealed and unopened condition as received. Price Bids are to be submitted strictly as per format in Part IV. Taxes and Duties are to be indicated separately and will be as per the prevailing Government policies.

5. **Specifications/ Details of Goods/ Service Being Supplied** : The stores offered should strictly conform to our specifications/ Description as given in Part III of tender. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The Techno commercial Bid envelope should contain documents / brochures / data giving details of Goods/ Service being supplied by the Bidder together with specifications to confirm that requirements of the Buyer as specified in Part III of this TENDER are being met. Wherever options have been called for in our specifications the tenderer should address all such options. In case of inability to give all the options, the same to be indicated in the quote. The technical ability to supply the Goods/ Service meeting the Buyer's requirements will be used for evaluation by a Committee based on this information



6. Installation Requirements : Installation, if applicable, based on Tendered Goods/ Service will be at the Buyers site and will be the responsibility of the Bidder.

7. Clarification Regarding Contents of the TENDER and Received Bids: Bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer by email about the clarifications sought not later than 10 (ten) days prior to the date of opening of the Bids. During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid by email. No clarification on the initiative of the Bidder will be entertained after opening of bid.

8. Validity of Bids: The Bids should remain valid for 120 days from the last date of submission of the Bids. Offer with validity lesser than that specified is liable for exclusion from the procurement process.

9. Earnest Money Deposit (EMD): Bidders are required to submit EMD, in favor of The Managing Director, BATL, Thiruvananthapuram, 695007 in Indian Rupees for the amount indicated below. EMD shall be submitted in the envelope containing the Techno commercial Bid in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from scheduled Bank. EMD is to remain valid for a period of forty-five days beyond the final Bid validity period. EMD of the unsuccessful bidders will be returned without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Supply Order. EMD of the successful Bidder would be returned without any interest whatsoever after the receipt of Security Deposit as called for in the Supply Order. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other units of Brahmos or DRDO labs, Or other Units having Such Exemptions from Government Of India. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

(a) EMD Value - Rs 10,000/-

10. Unwillingness to Quote: In Case of Limited Tenders, Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this TENDER, as per the policy in vogue.

In case of Public Tenders, intimation on unwillingness to quote is not required.

11. Use of Influence : Bidders are liable to be disqualified in case of use of any sort of influence whatsoever before the award of the Supply Order or thereafter. Penal action will be initiated under the existing Acts/Laws of the land against such defaulters. Such acts can lead to cancellation of Bids or the Supply Order with imposition of penal damages, forfeiture of Bank Guarantees and recoveries of payments made with interest.

12. Qualification of Bidders : Qualifications of Bidders for this TENDER will be done by a evaluation Committee based on the following :

- (a) Should comply with the general requirements mentioned in Part I and Part II of the Tender and the Conditions and Specifications specified in Part III of the Tender. Compliance statement confirming the same is to form a part of the Techno commercial Bid.



- (b) Goods/ Service will be procured from Original Equipment Manufacturers only (OEMs). In case Goods/ Service are being supplied by authorised OEM representatives, requisite documents from the OEM needs to be enclosed in the Techno commercial Bid. OEMs/authorised representatives are to certify that OEMs have adequate facilities and expertise for the manufacture, installation, trials and commissioning of the Goods/ Service supplied by them. In Case of Services, no such conditions mentioned above is applicable.
- (c) Bidders debarred / blacklisted by any Central or State Government department will not be considered.
- (d) The evaluation Committee will consider the Bidders ability to supply the Goods/ Service specified and meeting the requirements of the Buyer.

13. Selection of the Bidder for supply of the Goods/ Service : Will be as follows :

- a) Bidders meeting conditions listed in para (12) above will be considered for opening of the Price Bid.
- b) Taxes and Duties as applicable will be as per existing Government policies.
- c) Warranty, if applicable, is to be quoted separately and will be considered for the overall cost.
- d) In case of advance payment requests by by the Bidder, the same will be notionally added to the other agreed payment stages with interest at the rate of 12% on prorata basis.
- e) L1 vendor will be arrived at taking the above into consideration along with other stage payments, cost of warranty etc with least overall cost to the Buyer. The buyer reserves the right to evaluate the offers received by adopting Discounting cash flow method with a discounting rate as given in SI 13(d) above.,



Part II – Standard Terms and Conditions Considered Part of Supply Order

1. **The Bidder** who has been selected to supply the Goods/ Service will henceforth be called the Seller and is required to give confirmation of their acceptance of the Standard Terms and Conditions of the TENDER mentioned below which will automatically be considered as part of the Contract concluded with the Seller as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder. The terms Supply Order or Contract are used interchangeably.
2. **Effective Date of the Supply Order:** The date of the Supply Order would be deemed as effective date. The deliveries and supplies and performance of the services shall commence from the effective date of the Supply Order.
3. **Security Deposit :** The Bidder will be required to furnish a Security Deposit of Rs 1,50,000/- by way of Cheque/Demand Draft/Bank Guarantee, in favour of **The Managing Director, BATL, Thiruvananthapuram 695 007** for a sum equal up to 10% of the total Supply Order value (exclusive of Taxes). The BG should be valid up to 60 days beyond the scheduled date of delivery. The specimen of BG can be provided on request. The Security Deposit will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and / or other provisions of the contract are not fulfilled by the Bidder. If the contractor is called upon by the purchaser to deposit "Security deposit" and if the contractor fails to provide the Security deposit within the specified period, such failure shall constitute a breach of contract, and the purchaser shall be entitled to proceed with orders on other vendors who meet the tender conditions
4. **Payment Terms:** Unless Special Payment Conditions are specified in Part III of Tender, Payments will be made within 30 days of receipt of Invoice and all other documents at BATL.
5. **Delivery Period:** As indicated in the main covering TENDER letter. The date as indicated in the Supply Order will be taken as the start date for the Delivery Period. The delivery date indicated will include Pre Delivery Inspection, installation and final acceptance at the Buyers site. Delivery of Goods/ Service shall be on FOR BATL basis. Extension of delivery period is normally not granted, however the same can be considered in exceptional cases if the request is received one month before the expiry of the current delivery period.
6. **Acceptance of the Goods/ Service Being Supplied:** Goods/ Service will be accepted on the approval of the purchaser, whose decision shall be final. If in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the PO, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.
7. **Delivery Place :** Unless otherwise specified in PO, the ordered items is to be delivered to BrahMos Aerospace Thiruvananthapuram Limited, Beach PO, Chackal Thiruvananthapuram 695007, Kerala, India.
8. **Warranty:** The Seller will guarantee that the said Goods/ Service/stores/articles would continue to conform to the description and quality for a period of two Years from the date of final acceptance trials at the Buyers premises. If during the aforesaid warranty period of two Year the said Goods/ Service/stores are discovered not to conform to the description and specifications agreed to or not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Bidder to rectify the Goods/ Service/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer. Should the contractor fail to rectify the defects, if any, during



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the warranty period, then the purchaser shall have the right to repair/ replace the part at the cost of the contractor.

9. Product Support: Wherever applicable, The Seller agrees to provide Product Support for the services, stores, assemblies/subassemblies, fitment items, Spares and consumables, Special Maintenance Tools (SMT)/ Special Test Equipments (STE) for warranty period after the delivery and provide an Annual Maintenance Contract (AMC) thereafter. The AMC will be negotiated separately.

10. Liquidated Damages : The Buyer may deduct from the Seller, as agreed, Liquidated Damages at the rate of 1.0 % per week/part thereof, of value of Goods/ Service that could not be put to use due to late delivery subject to a maximum of 10% of the total order value (inclusive of taxes and duty) of the Supply Order. Further, in case the Bidder has taken advance payment, interest @ 12% per annum on the advance amount drawn will be charged for the delayed delivery period. This period will be taken as the interval between the delivery schedule as stated in the Supply Order until actual acceptance of the Goods/ Service. In case of overdue delay beyond 3 months from the contracted delivery date, the purchaser reserves the right to cancel a portion or the full contract and in which case the contractor shall be liable for any loss sustained by the purchaser on the account.

11. Recovery of Sum due : Whenever any claim for the payment of, whether LD or not, money arising out of, or under this contract against the contractor, the Purchaser shall be entitled to recover such sum by appropriating in part or whole the security deposited by the contractor. In the event of the security being insufficient, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the purchaser.

12. Mode of Payment: Bidders are to indicate their bank account numbers and other relevant e-payment details to facilitate payments through ECS/EFT mechanism. Payment, in accordance with defined stages, will be made within 30 days on submission of documents as listed in PO :

13. Income tax, as applicable will be deducted from the payments to the supplier.

14. Packing and Marking : Wherever applicable, Despatches to BATL are to be suitably packed and preserved in the manner normally used for the same so as to protect them from damage, prevent internal movements within the packing, or deterioration during transit and enable Goods/ Service are received at BATL in a satisfactory condition for installation and commissioning. The Dispatch Clearance certificate issued by BATL along with relevant Invoices and mandatory documents are to accompany the dispatched Item. All Packing cases/ Items/ Accessories are to be suitably marked in indelible ink details as / specified in the PO. In case of absence of any marking specification for Packing case, then the markings as given below should be given on Top and Longside of the packing :

- a) PO Number
- b) Delivery address with Contact Number
- c) Weight of Packing, Outer dimensions LX WX H

15. Law: Shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted accordingly.

16. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of



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or relating to the Supply Order or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration and may be referred to Chairman BATL or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

17. Non - disclosure of Contract Documents: Except with the written consent of the Buyer, other party shall not disclose the Supply Order/Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

18. Withholding of Payment : In the event of the Sellers failure to submit the Bonds, Guarantees and Documents, supply the stores/Goods/ Service and conduct trials, installation of equipment, training, etc. as specified in the Supply Order, the Buyer may, at his discretion, withhold any payment until the completion of the Supply Order.

19. Termination of Supply Order : The Buyer shall have the right to terminate the Supply Order in part or in full in any of the following cases:

- a) The store/service is not received/rendered as per the ordered schedule(s) and the same has not been extended by the Buyer.
- b) The delivery of the store / service is delayed for causes not attributable to Force Majeure for more than 2 months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
- c) The Bidder is declared bankrupt or becomes insolvent.
- d) As per decision of the Arbitration Tribunal.

20. Force Majeure Clause : Acts of Government in the Sovereign capacity, acts of war, acts of God and similar events beyond the control and without the fault of the Seller which incapacitates the Seller from performing this Supply Order shall constitute Force Majeure excusable delay, provided :

- a) A notice is given to the Seller within 15 calendar days of the occurrence and the cessation of such event.
- b) It can be established by the Seller that the events had delayed performance of his works and was beyond reasonable control and not due to the default or negligence of the Seller.
- c) The time for performance of the contractual obligations shall be extended by a period or periods not more than the duration of such events, subject to para (d) below.
- d) If the delay caused by the event continues beyond the period of 4 months, the parties shall hold consultations to resolve the problem satisfactorily.

21. Use of Patents and other Industrial Property Rights: The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.

Amendments: No provision of the Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Supply Order.



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Part III - details and specifications of the Good(s)/Service(s) required by the Buyer

1. BrahMos Aerospace Thiruvananthapuram Ltd. Indents to outsource to a single agency for providing manpower required for various services including Engineers, Supervisors, Technicians, Clerk/Telephone Operators, Drivers, Attenders / Helpers and Cleaners for a period of one year which can be extended as per requirement. The Details of requirement are given below:

Sl No	Type of Resources to be Deployed	No. of persons to be deployed
1.	Engineers	20
2.	Supervisors	20
3.	Technicians	176
4.	Clerk/Tel.Operator	14
5.	Drivers	8
6.	Attenders /Helpers	25
7.	Cleaners	18
	Total	281

2. Bidders who confirms ability to supply above manpower services meeting Quality requirements of BATL from Sl (1) to Sl (7) will be examined in the Technocommercial Bid and if found complying with BATL requirements only will be considered qualified for Price Bid negotiations.
3. The rates (as a % of indicated wages) quoted at – Column (8) of Table a. Part IV- 2 shall remain valid for one year and no enhancement / escalation whatsoever shall be claimed by the tenderer during the period of the contract, if awarded. The deciding factor for L1 will be this %, subject to meeting other conditions.
4. The selected agency/firm shall have to execute an agreement in the format given by BrahMos Aerospace Thiruvananthapuram Ltd.(hereinafter referred to as BATL) in Non- judicial Stamp Paper worth Rs.200/-
5. All the information required in the tender document should be filled in the relevant part and no column should be left unfilled. An incomplete tender document submitted or tender submitted without EMD shall be summarily rejected.



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6. The selected agency shall have to deposit security of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) to BATL during the period of the Contract and the same shall not earn any interest.
7. The tenderer shall have to put the signature and seal of their authorized signatory on all the pages of the documents submitted.
8. The manpower provided by the agency shall always remain the employees of the agency for all intents and purposes and the agency shall alone be liable for any dispute amongst their employees or/and the agency, which may arise before any authorities or court of law.
9. The personnel deputed by the agency may have to wear uniform insisted by BATL and in such case the agency should ensure that their employees engaged in BATL are wearing the stipulated uniform. Uniform material will be provided by BATL.
10. All the persons engaged by the agency should be healthy, physically and mentally fit and free from communicable diseases. The persons engaged will need to undergo a medical examination, to be done by the Company Doctor. Police verification will need to be provided by the individual prior to engagement.
11. The Agency shall responsible for ensuring attendance of their employees engaged in BATL. In case of any of the employee of the agency remains absent or granted leave by them, the same should be informed to BATL in prior and the agency should arrange substitute manpower after informing BATL.
12. In case the contractor discontinues the Contract before the expiry of the contract period or violates any of the terms of the agreement, the security deposit shall be forfeited.
13. The personnel deputed for the job shall be on the payroll of the agency and shall be the employees of the agency for all intents and purposes. However the agency shall communicate the name, parentage, residential address, date of birth, academic qualifications, previous experience etc., along with a photograph of the personnel deployed by them at BATL. The Supervision and control of the work of the workmen deployed by the agency will have to be done by the agency and the BATL shall have the right to verify whether proper supervision and control has been done.
14. The personnel deployed should be issued with Identity Card by the agency, which shall be displayed at the time while inside the premises of BATL. In case of pilferage or theft any illegal / irregular activities by any of the personnel deployed by the agency, the agency shall be responsible to compensate the loss / damages sustained without prejudice to take any other legal remedy as decided by the BATL. Also the agency shall take appropriate actions against its erring personnel and intimate accordingly to BATL. BATL shall have the liberty to deduct / recover the amount of such loss / damage from the amount due to the agency.
15. The personnel deployed on the job for various activities shall not be changed by the agency without intimating BATL.
16. The agency shall not sublet the contract to any other concern / individuals.



17. The agency shall disburse the wages in presence of the person authorized by BATL or through bank transfer and produce the wage register/ proof of the wage payments signed by the personnel deployed on or before 5th of every month. Failure to disburse the wages by 5th of every month attributable to the agency shall attract a penalty of Rs.250 per day or any other amount decided by BATL.
18. The agency shall be responsible for the payment of all statutory liabilities such as PF, ESI and other charges if any in respect of the persons deputed and shall submit the deposit challans showing the individual figure of deposit for the previous month along with the remuneration bill. Also the agency shall produce copies of the annual return submitted to the authorities concerned.
19. BATL reserves the right to terminate the contract, if awarded, at any time by giving 14 days notice if the service of the Contractor found to be unsatisfactory or for any other reason inter-alia. In case of unsatisfactory performance or violation of any of the condition of the Contract /service agreement, the Contract shall be liable to be terminated without notice and security deposit shall be forfeited. BATL reserves its rights to terminate the services of the person provided if found not meeting the quality standards of workmanship, attendance and discipline requirements- of BATL, in which case the Contractor needs to provide a suitable replacement at the earliest.
20. All payments made by BATL shall be after deductions of Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
21. BATL reserves the right to increase or decrease the required manpower as and when required.
22. If BATL notices that the personnel deployed by the agency has / have negligent, careless in rendering the services, the same will be communicated to the agency who shall take corrective steps immediately to avoid recurrence of such incidents and report to BATL.
23. The agency shall immediately discontinue the service of any personnel from the premises of BATL if so requested. In such cases BATL is not bound to communicate reason for making such requests to the agency.
24. The agency being the employer in relation to persons engaged by it to provide the services under the terms and conditions, it shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 for the Category of workers engaged by it.
25. The agency shall be liable to make payment to its employees deployed towards their monthly wages/salaries and other statutory dues like EPF, ESI, Minimum wages, Bonus, Gratuity etc. BATL shall not be liable for any obligations/ responsibilities, contracted or otherwise towards agency's employees directly and/or indirectly in any manner whatsoever.
26. The agency shall take Employees Compensation Insurance Policy to meet claims for compensation under the Employees Compensation Act, 1923, for those employees engaged in BATL, who are not covered under the ESI Act, 1948. Copy of the policy will have to be produced.



27. The agency shall at its own expenses make good any loss or damage suffered by BATL as a result of any act of commissions / omissions / negligence / otherwise by its personnel while providing the services .
28. The agency shall at all times indemnify and keep on indemnified BATL against any claim on account of disability/death of any of its personnel caused while proceeding the services within / outside the site or premises of the Company which may be made under the Employees Compensation Act or any other law or any other statutory modification thereof in respect of any claim for damage or compensation payable in consequence to any accident or injury sustained by the personnel of the agency.
29. The agency shall at all times indemnify and keep on indemnified BATL against any claim by any third party for any injury or/and damage to the property or persons of the third party or for any other claims whatsoever happened as a result of any acts of commission or omission of its employees.
30. The agency shall have to observe all the applicable Laws, Rules and Regulations including all labour laws. The agency shall be complied with and obtain necessary permissions/license/authorization under the central, state and local authorities for carrying out its obligations.
31. The agency shall have necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligation to the satisfaction of BATL. The selected agency shall depute one of their representative inside the premises of BATL to take care of their employee's administrative requirements.
32. The deployed personnel of the agency shall comply with all the rules and regulations of the company prevailing from time to time including all rules related to safety and security.
33. Disputes if any arising out of this shall be subject to the exclusive jurisdiction of courts within Thiruvananthapuram District only.

34. Qualification/ Minimum Eligibility Criteria:

- (1) Minimum 3 years experience in this field of providing technical manpower to reputed organizations.
- (2) Party shall be presently providing the service of not less than **1500** personnel to various organizations (proof along with the name and contact details of the organizations to be mandatorily enclosed) covering skills mentioned in para(1) above.
- (3) Shall have a branch office in Trivandrum.
- (4) Shall have Licence from Labour Department
- (5) Shall deposit Rs. 1,50,000.00 as security deposit for entire period of contract.
- (6) EMD of Rs.10000/- to be send along with tender document.

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Part IV

(Part IV Comprises of 2 Sections- part IV-1 and Part IV-2)

a. Part IV- 1

Technical Bid - To be filled in and submitted alongwith Technical Bid

1.	Name of the Organisation / Firm applying for providing outsourcing service	
2.	Full Postal Address	
3.	Telephone/Fax/Mobile No. of the Organisation/Firm	
4.	Status of the Organisation/Firm(Whether Private or Public Sector undertaking or Sole proprietor or Partnership or Co-operative Society etc).The tender should attach a resolution passed by the Executive Body authorising the specific Officer/Partner for signing the documents)	
5.	Name of the person to be contacted	
6.	Whether the tenderer possesses the requisite experience (minimum 3 years) ,if yes give details	
7.	Particulars of License obtained from labour and other Departments of the state(Self attested copy of the documents should be attached)	
8.	Details of PAN/TAN No(Attested Copy of documents to be attached)	
9.	Details of the GST No. allotted to Organisation/Firm (self-attested copy of the document to be attached)	
10.	Details of registration with authorities in ESI&EPF (Self-attested copy of the documents to be attached)	
11.	Financial resources ,assets in terms of tender's property(movable and immovable) held on the date of submission of tender(Copy of the latest three years audited balance sheet is also to be attached.)	

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12.	Details of EMD.	
13	Name and the residential address of all the Partners/Directors/Proprietor of the organization/Firm(separate sheet to be attached if needed).	
14	Declaration in the form of affidavit that the individual/Firm/Organisation including its partners and share holders was not black listed by any Departments /Statutory bodies in Kerala or by any court of law, is to be attached.	
15	No. of years in operation / service	
16	No. of persons supplied in 2020-21 & 21-22	
17	Is there a branch office in Trivandrum. If available give address	
18	Party shall be presently supplying not less than 1500 personnel to various organization (proof to be enclosed)	
19	Security deposit to be submitted for the entire period of contract. PI Confirm Whether Yes or No.	Yes / No

Place :

Signature :

Date :

Name & Designation :



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a. Part IV- 2

Price Bid - To be filled in and submitted along with Commercial Bid

Rates Quoted for various activities

Sl No	Activities	No. of persons to be deployed	Wages & it's Components	ESI	PF	GST	Administrative charges(as% of wages)
1	2	3	4	5	6	7	8
1.	Engineers	20	As fixed by BATL(After taking into consideration of the minimum wages Act.)	As per statute	As per statute	As per statute	
2.	Supervisors	20					
3.	Technicians	176					
4.	Clerk/Tel. Operator	14					
5.	s Drivers	8					
6.	Attenders /Helpers	25					
7.	Cleaners	18					
		281					

NB: (1) The tenderer need to fill only Column No.8 only.

- (2) Wages payable to each category will be fixed by BATL after taking into consideration of the Minimum wages applicable to the particular category under the Minimum wages Act.
- (4) The approximate total monthly wage bill (includes BATL share of EPF & ESI) for the services of tendered quantity / type of manpower services will come to approximately Rs.41 lakhs, which is subject to change as per the change in the VDA, number of personnel deployed etc.,
- (5) The number of personnel to be deployed under each category is subject to change from time to time according to the requirement.

Place :

Signature

: Date :

Name & Designation

:



Part V- Compliance Statement

I have gone through the details, terms and conditions of the tender as given in Part 1 upto Part IV and the related attachments and based on the same, we agree to comply to all the conditions stated in the Tender.

Signature
Name of the Bidder

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