



COUNCIL OF SCIENCE & TECHNOLOGY, U.P.

9, Nabi Ullah Road, Suraj Kund Park, Lucknow 226018

Telephone No. 2629176, 2627416 Fax: 2611793

Tender Notice

Tenders are invited for supplying Manpower in Council of Science & Technology, U.P. with prescribed qualifications & experiences. Detailed description of the required manpower may be obtained from the website of the Council of Science & Technology, U.P., www.cstup.gov.in. Interested Service Provider may apply in prescribed format available on the council website. The prebid meeting will be held at 3.00PM on 8th December, 2011.

Sealed Tenders as per procedure laid down in the Tender form will be received upto 2:00 PM on 14th December, 2011, in the committee room at 2nd floor of CST, U.P., Lucknow, which shall be opened at 3.30 P.M. on the same day in the presence of tenderers, if present any.

Two separate DD of Rs.500.00 and Rs.40,000.00 as tender fee and EMD respectively must be submitted with tender document.

Director General, Council of Science and Technology reserve the right to reject any or all tenders without assigning any reason thereof.

Council of Science & Technology



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Tender Fee: Rs.500.00

Tender Form

Tenders are invited for supplying Manpower in Council of Science & Technology, U.P. with prescribed qualifications & experiences.

Registered Service Provider should fulfill the following technical specifications:

1. The Registered Office or one of the Branch Office of the Service Provider should be located in **Lucknow**.
2. The Service Provider should be registered with the appropriate registration authority.
3. The Service Provider should have at least one year experience in providing manpower resources to Public Sector Companies/Government Departments/Govt. Organizations/Banks.
4. The Service Provider should have its own Bank Account.
5. The Service Provider should be registered with Service Tax department.
6. The Service Provider should be registered for the same type of works.
7. The Service Provider should have a minimum financial turnover of **Rs.100.00 lakhs per annum** in last financial year (**i.e. 2010-2011**). Here the turnover means billing amount for providing the manpower.
8. The Service Provider should have provided at least 20 numbers of personnel in a single department/organization in a year (in any of the last three years).

The wages to be paid by Service Provider to the deployed manpower will be decided by Council of Science & Technology, U.P. Service Tax will be paid extra. Present requirement of the manpower is as following:-

Indira Gandhi Planetarium, Lucknow

Sl. No.	Designation	Qualification	Qty.	Wages each (Rs.)
1	Educator	M.Sc. (Astronomy/Astrophysics/Physics) with minimum 50% marks. Preference will be given for a candidate having 2-3 years of experience of planetarium in field of script writing, teaching and astronomy related activities.	1	15000.00
2	Accountant	B.Com. Exp.: 2 year experience in accountancy.	1	8000.00
3	Computer Operator-cum-Typist:	Graduate with minimum one year certified course in computer. Exp.: 2 year experience in related work.	1	8000.00
4	Booking Clerk	Intermediate preferably computer literate.	2	6000.00
5	Peon	Class VIII pass.	2	5000.00

Sl. No.	Designation	Qualification	Qty.	Wages each (Rs.)
1	Driver	Class VIII Pass.	3	6000.00

		Should have Driving License		
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Veer Bahadur Singh Planetarium, Gorakhpur

Sl. No.	Designation	Qualification	Qty.	Wages (Rs.)
1	Educator	M.Sc. (Astronomy/Astrophysics/Physics) with minimum 50% marks. Preference will be given for a candidate having 2-3 years of experience of planetarium in field of script writing, teaching and astronomy related activities.	1	15000.00
2	Engineer	Ist Class Diploma (Electrical/ Electronics/ Computer/ Electronic & communication) with minimum two years experience.	1	15000.00
3	Accountant	B.Com. Exp.: 2 year experience in accountancy.	1	8000.00
4	Computer Operator-cum-Typist:	Graduate with minimum one year certified course in computer. Exp.: 2 year experience in related work.	1	8000.00
5	Technician	ITI (Electrical/ Diesel/ Generator/ A.C./ Instrument etc).	1	7000.00
6	Booking Clerk	Intermediate preferably computer literate	2	6000.00
7	Peon	Class VIII pass.	2	5000.00

Dr. Bhimrao Ambedkar Planetarium, Rampur

Sl. No.	Designation	Qualification	Qty.	Wages (Rs.) each
1	Educator	M.Sc. (Astronomy/Astrophysics/Physics) with minimum 50% marks. Preference will be given for a candidate having 2-3 years of experience of planetarium in field of script writing, teaching and astronomy related activities.	1	15000.00
2	Engineer	Ist Class Diploma (Electrical/ Electronics/ Computer/ Electronic & communication) with minimum two years experience.	1	15000.00
3	Accountant	B.Com. Exp.: 2 year experience in accountancy.	1	8000.00
4	Computer Operator-cum-Typist:	Graduate with minimum one year certified course in computer. Exp.: 2 year experience in related work.	1	8000.00
5	Technician	ITI (Electrical/ Diesel/ Generator/ A.C./ Instrument etc).	1	7000.00
6	Booking Clerk	Intermediate preferably computer literate.	2	6000.00
7	Peon	Class VIII pass.	2	5000.00

For Digital Mobile Planetarium

Sl. No.	Designation	Qualification	Qty.	Wages (Rs.) each
1	Show Operator	Science Graduate with minimum 50% marks and One year Computer course.	2	12000.00
2	Peon	Class VIII pass.	2	5000.00

3	Driver	Class VIII Pass. Should have commercial driving License	2	6000.00
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Posting :- It is a traveling job with mobile planetarium. Additional amount for Rs.1500.00 per month to show operator and Rs.1000.00 per month to each driver and peon will be paid if they will do the duty for more than 10 days outside the place of posting. No other TA/DA is admissible, however traveling will be in mobile planetarium vehicle only.

Terms & Condition:-

1. The Tenders should be submitted in two parts. Part-1 is technical bid (Annexure I) and Part-2 is financial bid (Annexure II). Both of these bids should be submitted in separate sealed envelope marked as technical bid and financial bid respectively. Both of these bids (envelope) must be kept in one large envelope and this envelope must be submitted properly sealed. The envelope should be clearly marked "Tenders for Manpower". The bids should be submitted in the name of Director, Council of Science & Technology, 9, Nabi Ullah Road, Surajkund Park, Lucknow 226018.
2. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of **Rs.40000/- (Rupees Forty Thousand Only)** in the form of Demand Draft / Pay Order drawn in favour of Council of Science & Technology, U.P. payable at Lucknow, **failing which the tender shall be rejected out rightly.**
3. Financial bids of only those bidders who qualifies in the technical bid shall be evaluated.
4. The EMD of unsuccessful bidders will be returned within one month from the date of opening of financial bid.
5. The successful Service Provider will have to deposit a Performance Security Deposit for a sum of **Rs.1,00,000/- (Rs. One lac only)** within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Council of Science & Technology, U.P. payable at Lucknow or Fixed Deposit Receipt (FDR) from a Nationalized Bank made in the name of the Service Provider **but hypothecated to the Council of Science & Technology, U.P.** The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The Department shall not pay any interest on Performance Security Deposit.
6. The Service Provider should have a minimum financial turnover of **Rs.100.00 lakhs per annum** in last financial year (**i.e. 2010-2011**). Here the turnover means billing amount for providing the manpower.
7. The Service Provider should have provided at least 20 numbers of personnel in a single department/organization in a year (in any of the last three years).
8. Service Provider will provide manpower according to the reservation rules of Govt. of U.P., wherever possible.
9. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the service provider will be liable to be forfeited by Council of Science & Technology, U.P. (CST) this office besides annulment of the contract.
10. Manpower as per requirement from time to time will be provided by the lowest bidder. If the service provider with lowest bid fails to supply any manpower within 15 days from the date of requirement sent by the CST, the same manpower in work interest can be taken from the service provider with the next lowest bid and so on. However, the next lowest bidder or bidders shall have to agree to supply such manpower on the same conditions as decided between Council and lowest bidder.

- The council shall send its requirement through e-mail and the date of e-mail will be considered as first day of the requirement being asked for.
11. CST may hire other manpower (Scientific/Technical/ administrative/ clerical/ skilled/ semi-skilled/unskilled) as required from time to time for various works in Council. The wages of such manpower will be decided by the Council. However, the service charges will be paid to the Service Provider as decided for other manpower mention in this document. The Service Provider has to provide such additional manpower on the same terms and conditions.
 12. The requirement of manpower may also decrease during the period of contract, in such case the Service Provider will be required to displace such manpower.
 13. The Service Provider shall be registered with appropriate authority's i.e. labour commissioner of Uttar Pradesh in this case and under Companies Act, etc.
 14. The contract shall be for a period of one year, unless it is curtailed or terminated by CST owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
 15. The contract may be extended, on the same terms and conditions for a further period of two years (one year at a time).
 16. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
 17. The Service Provider will be required to pay minimum wages (whenever the wages decided by CST becomes less than the minimum wages. In such case CST will pay according to the minimum wages) prescribed under the Minimum Wages Act.
 18. The requirement of this office may further increase or decrease during the period of contract and the Service Provider would have to provide additional Attendants, if required on the same terms and conditions.
 19. The Service Provider will be bound by the details furnished by him / her to CST, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
 20. The Service Provider shall ensure that the persons deployed for the work in CST conforms to the technical specifications of age and skills etc. prescribed in the Tender Document.
 21. CST reserves right to terminate the contract during entire period also after giving a one months notice to the service provider.
 22. The persons deployed by the service provider shall be required to work normally as per this office's working days, i.e. six days a week, 8:00 hrs. a day. The person deployed may also be called upon to perform duties on weekly off and other gazetted holidays, if required, without any extra charge. The persons deployed if deputed for any official work outside the office within UP shall not be entitled for any other emoluments except only the actual ordinary bus/train fare and local conveyance for the purpose. The amount of the local conveyance will be decided by CST.
 23. That the Service Provider shall submit the biodata of manpower deployed.
 24. The service provider will provide atleast two candidate for each position/requirement from which the CST will select the suitable candidate.
 25. The responsibility of address verification of the manpower will lie on Service Provider.
 26. The Service Provider will be responsible for paying the total amount of wages (excluding Taxes and Service charges) received from the Council for each outsourced manpower. No TDS shall be deducted by the Service Provider from the wages of manpower.

27. That is expressly under that the persons so deployed by the Service Provider for the work and agreed shall be the employees of the Service Provider for all intents and purposes and in no case, shall have a relationship of employer and employee between the said, persons and the CST, U.P. accrue implicitly or explicitly.
28. That the persons so deployed shall remain under the control and supervision of the Service Provider and the Service Provider shall be liable for payment of their wages etc. and all other dues which the Service Provider is liable to pay under various Labour Regulation and other statutory provisions.
29. The Service Provider shall take all reasonable precautions to prevent and unlawful riots or disorderly conduct or acts of his employees so deployed and for the preservations of peace and protection of persons and property of CST, U.P.
30. That in case any of the persons so deployed by the Service Provider does not come upto the mark or does not performs his/her duties properly or indulges in any disorderly conduct, the Service Provider shall take suitable action against such employee on the report of CST, U.P. in this respect.
31. The Service Provider shall immediately replace the particular person so deployed on demand of the Council.
32. It will be the duty of Service Provider to give any claim/Insurance to the manpower deployed in case of any accident or statuary requirements.
33. The payment against the monthly bills submitted by Service Provider shall be release by Council within fifteen days from the date of receipt of the bills.
34. If any manpower deployed is covered by minimum wages Act and these minimum wages are increasing or decreasing, these changes will be applicable on the wages of employees deployed on minimum wages bases. The CST will pay according to the relevant Govt. Orders in relation to minimum wages Act produce by Service Provider.
35. The Service Provider will transfer the amount payable to each of his/her employee deployed to their respective bank account or pay through cheque and submit the proof of transfer of money/photocopy of cheque along with in the next month bill or Service Provider will made payment to his/her employees by Cheque.
36. If CST increases the wages of deployed manpower the same will be paid to the employee by the Service Provider.
37. The Service Provider shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.
38. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in CST.
39. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
40. For all intents and purposes, the Service Provider shall be the “*Employer*” within the meaning of different Labour Legislations in respect of attendants so employed and deployed in CST for contractual services.
41. The Service Provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. CST shall, in no way, be responsible for settlement of such issues whatsoever. CST shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

42. It will be the responsibility of the Service Provider to meet other expenditures like transportation, food, medical and any other requirement of Service Provider's workforce for carrying out the contracted works.
43. According to govt. rules if it becomes mandatory at any point of time to deposit the ESI/PF of employee, in such case CST will pay the employer contribution to the service provider however the service provider will be require to provide the proof of such deposit.
44. The work force deployed by the Service Provider for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of this office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in this office. The Service Provider should communicate the above to all the persons deployed in this office by the Service Provider.
45. Presently manpower is deployed in all three planetaria through service provider. This manpower liability will continue to be of current service provider, however whenever the present obligation of current service provider will end the manpower will be taken through the service provider selected through this expression of interest.
46. Director General, Council of Science and Technology, U.P. reserves the right to reject any or all offers without assigning any reason thereof.

ARBITRATION

- a. In the event of any question, dispute/difference arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement the same shall be referred to the sole Arbitration to Director General, CST, U.P.
- b. The award of the Arbitrator shall be final and binding on the parties. In the event of such Arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reasons whatsoever, the Director General, CST, U.P. shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessors.
- c. The expression Director General, CST, U.P. shall mean and include an acting/officiating Director General.
- d. The Arbitrator may from time to time, with the consent of all the parties enlarge the time for making (and publishing) the award.
- e. The Arbitrator may give interim award(s) and/or directions, as may be required.
- f. Subject to the aforesaid provisions, the Arbitration Act, 1940, and the rules made hereunder and any modification thereof from the time being in force shall be deemed to apply to the Arbitration proceeding under this clause.
- g. The jurisdiction of the Arbitration shall be Lucknow.

Annexure- I

TECHNICAL BID

(To be enclosed in a separate sealed envelope marked as “Technical Bid”)

For Outsourcing of Manpower in Council of Science & Technology, U.P., Lucknow

1. Name of The Bidder: _____
(Attach certificate of Service Provider registration)

2. Name of proprietor / Director of Service Provider _____

3. Full Address of Reg. Office _____

Telephone No. _____
FAX No. : _____
E-Mail Address : _____

4. Full address of Operating / Branch Office in Lucknow : _____

Telephone No. : _____
FAX No. : _____
E-Mail Address : _____

7. PAN No. : _____
(Attach attested copy)

8. Service Tax Registration No. : _____
(Attach attested copy)

9. Financial turnover of the tendering **Service Provider** for the last Year
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2010-2011		

Signature of authorized person

10. Give details of the similar works carried out by the bidder. Attested copies of work orders should also be attached.

S.No	Details of client along with address, telephone and FAX numbers	Amount Contract (Rs. Lacs)	Duration of Contract	
			From	To

(if the space provided is insufficient, a separate sheet may be attached)

12. Details of Earnest Money Deposit: Rs.

D.D. /P.O. No. & Date : _____

Amount: _____

Drawn on Bank : _____

13. Additional information, if any
(Attach separate sheet, if required)

Date:

Signature of authorized person

Name:

Place:

Seal :

Following documents should be submitted in technical bid:-

1. Application – Technical Bid;
2. EMD in form of Bank Draft/Pay order.
3. Attested copy of registration of agency;
4. Attested copy of Service Tax registration certificate;
5. Certificate/Work order in prove of Work Experience of similar work during the past **Three years.**
6. Certified document in support of financial turnover of the agency.
7. Copy of the terms and conditions in Tender Document with each page duly signed and **stamped / sealed** by the authorized signatory of the agency in token of their acceptance.

**ANNEXURE-II
FINANCIAL BID**

(To be enclosed in a separate sealed envelope marked as “Financial Bid)

For Outsourcing of manpower in Council of Science & Technology, U.P., Lucknow

1. Name of Bidder :

2. Service Charges for providing the required manpower:-
(Service charges must be quoted in percentage of the
employee wages to be paid by the Council of Science &
Technology, U.P. to the service provider)

Signature of authorized person

Date:

Full Name:

Place:

Seal :