



**NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH
MULTIPLE DISABILITIES**

(Dept. of Empowerment of Persons with Disabilities)

(Ministry of Social Justice and Empowerment, Govt of India)

ECR, Muttukadu, Kovalam Post, Chennai 603 112, Tamil Nadu

Fax: 044-27472389 Tel: 044-27472104, 27472113, 27472046

Website: www.niepmd.tn.nic.in E-mail: niepmd@gmail.com

**ELECTRONIC TENDER (e-Tender) DOCUMENT FOR HOUSE KEEPING AND
OTHER SERVICES**

NIEPMD/Pur4 (72)/2020-21/

Date: 02nd Nov 2020

National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD) here after called NIEPMD invites online tender through www.eprocure.gov.in from reputed and experienced House Keeping and other Services Agencies for providing House Keeping and other Services at the above address. The interested agencies are required to go through the general condition of contract (GCC) & Special condition of contract (SCC) before submitting the tender.

The tender documents along with all the required documents mentioned in tender document shall be submitted through on-line mode via NIC CPP portal on or before 06.00 pm on 21st November 2020. Tender EMD of an amount Rs. 3,00,000/- (Rs Three lakhs only) and non-refundable tender fee of Rs.1,000/- (Rupees One thousand only) should be paid through NEFT /RTGS /IMPS in NIEPMD account as mentioned in NIT. Tenderer having with valid MSME & NSIC registration certificate of offered services will be exempted from paying of EMD & Tender fees.

Interested bidders should apply on-line through NIC e-procurement portal URL [http:// eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)". Tender submitted by any other mode will not be accepted. Copy of Notice Inviting Tender can also be downloaded from the institute's website www.niepmd.tn.nic.in

--Sd/-
DR (Admin)

--Sd/-
Director, NIEPMD

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ELECTRONIC TENDER (e-Tender) DOCUMENT FOR HOUSEKEEPING SERVICES

Last date for submission of e-bidding	6.00 P.M on 21 st Nov 2020
Pre-Bid Meeting	11:00 AM on 10 th Nov 2020
Tender Fee(non-refundable)	Rs 1000/-
EMD Amount	Rs 3,00,000/-
Date &Time of opening of tender documents	04.00 P.M on 23 rd Nov 2020

--Sd/-
DR (Admin)

--Sd/-
Director, NIEPMD

Note: Bidder applied in response of previous tender and not claimed refund need not to pay EMD & Tender fees. However old receipts to be uploaded in support of proof. In absence of receipt claim will not be entertained.

GENERAL CONDITIONS OF CONTRACT

A. **Scope of Work:** Providing Housekeeping & other services at NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD) (Ministry of Social Justice & Empowerment, Govt. of India) Muttukadu, Kovalam, Chennai-603 112, as per following terms and conditions.

1. The tenderer shall be fully responsible for the Housekeeping and other allied works of entire campus of the Institute consisting of Service, Programme and Administrative, building, Special Education block, Hostels, Guest houses and the existing all the buildings situated at NIEPMD, Muttukadu.

2. The tenderer shall deploy Housekeeping & other services personnel preferably below the age of 58 years only for the purpose of this contract. The tenderer shall have all documentary proof for the identity and residential address of persons employed. The fact shall be verified by Institute's Authority and only those personnel shall be deployed by tenderer on duty in whose case documentary proof has been rendered to the Institute's satisfaction.

3. **Identity cards:** The contractor will issue identity cards to his workers/Supervisors after getting them verified by NIEPMD, Chennai. Copy of the identity cards, handed over to Security Department of NIEPMD. Any worker or Supervisor/s found without identity card will not be permitted to enter the premises.

4. Workers assigned work at NIEPMD should not be involved in any police case or any case should not be pending against them. Police verification certificate for the persons deployed for work to be submitted.

5. In addition to this, if any of the House keeping or other personnel engaged is found to be unsatisfactory, he/she shall have to be withdrawn by the Tenderer within 24 hours from the campus. A complete list of the House Keeping and other personnel engaged by the Tenderer for engaging in the Institute shall be furnished by the Tenderer along with complete addresses and other antecedents. The Tenderer shall engage only those, whose antecedents have been verified by the police or any authorities. Further, for safety and security reasons the Tenderer should ensure engaging of such personnel only who are not residing in the proximity/close vicinity of the Institute.

6. The rates payable to the Tenderer which will be agreed for Housekeeping and other personnel to be engaged viz. Driver, attender, Gardener, and Electrician etc. are required to be quoted separately in Minimum wages for the Driver, attender, Plumber, Electrician and any other technical person will be treated as those for skilled category. The wages payable for office assistant shall be treated as semi-skilled and for Cleaning Personnel and Gardener shall be treated as unskilled within the meaning of Minimum Wages Act, 1948 and will be based on the current rates laid down by the State Labour Department under the Minimum Wages Act (MWA), 1948. EPF & ESI will be paid and deposited by Tenderer. It shall be the responsibility of the Tenderer who will have to ensure that the House Keeping and other Personnel engaged by him, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised from time to time for the respective categories. In case of revision/increase of rate of Minimum wages by the Government only the excess amount pertaining to Minimum wages, EPF & ESI will be paid by the Institute.

The Institute may check and ensure that the personnel engaged by the tenderer, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised from time to time by Central Labour Department under MWA-1948, for the respective categories. No other charges will be paid in addition to the above. The Tenderer will follow all statutory requirements as per labour laws prevailing during the contract period and will be wholly responsible for breaking any such law.

The Tenderer will be paid on monthly basis. Bill shall be raised by the Tenderer in accordance with these rates on every 1st day of the succeeding month and bills will be submitted

for payment along with the EPF and ESI deposition and details of service tax paid to the Institute's authority. The number of personnel required can vary subject to the requirements. However, rotation of the personnel so deployed/deputed by the Tenderer will be at his discretion only.

B. Eligibility Criteria:

1. The bidder may be proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empaneled/ registered with appropriate authority who possess the required licenses, registrations (such as Private Security Agencies Regulation Act 2005) etc. as per law valid at least for 12 months from the date of the opening of tender.

2. Blacklisting: The bidder must not have been blacklisted by any Organization, certificate in this regard should be submit.

3. The bidder shall have at least five year experiences for providing House Keeping and other Services as required in NIT to the Government organizations/ Institute/ Central Autonomous Bodies Etc.

4. Should have proof of financial turnover with a minimum of Rs 100 lakhs **per year** achieved for last 03 years, duly supported by CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover.

5. The bidder should have a registered and operational office in proximity of Chennai (Registered date should be prior to the date of tender submission).

6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency). Under taking should be submitted.

7. A copy of each of the following shall be enclosed along with the Technical Bid. Any tender documents without these shall be invalid and rejected.

i. Partnership Deed / Articles and Memorandum of Association / Certificate of Incorporation, as applicable.

ii. Copy of Registration Certificate issued by Labour dept. of State / Central Govt.

iii. PAN Number.

iv. ESI, EPF, GST No. and service tax registration details

v. Turn Over Certificates duly signed by the Chartered Accountant with balance sheet and profit and loss statement as asked in tender document.

vi. Customer Satisfactory Performance Report from organizations served during last 5 years. (mandatory).

8. The Director, NIEPMD, Chennai reserves the right to:

(i) Reject any or all the tenders without assigning any reason whatsoever;

(ii) Not bind himself/herself to accept the lowest or any tender.

(iii) Accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted

C. Information and Conditions relating to Submission of Bids.

1. The contract will be for a period of **one year initially** with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The NIEPMD, Chennai may renew/extend the contract to such further period (s), as it may deem proper and in any case **not exceeding three years from the date of commencement of work**. However, extension beyond initial period i.e. One years will be on discretion of Director, NIEPMD, Chennai. it is not binding for either side to extend the contract beyond one year any party can refuse to extend the contract beyond one year without assigning any reason. Vendor cannot claim for extension on expiry of contract.

2. The NIEPMD reserves the right to terminate the contract without assigning any reason by **giving a notice of 15 days**, where feasible. The requirement of giving notice of 15 days will be dispensed with if the circumstances so warrants. **The contractor will have to serve a notice of three months, if he wishes to terminate the contract.**

3. The contractor should not be an employee of NIEPMD, Chennai, or any other central/state Government. **He should submit a declaration to this effect.**

4. In the event of local problems arising while discharging the functions at NIEPMD, Chennai, the contractor will deal with them appropriately and he will not bring NIEPMD on the scene for such matters.

5. The interested agencies are required to go through the all the terms and conditions and the scope of works mentioned in this tender

6. **All the pages of the tender should be signed by the owner of the firm or his Authorized signatory.** In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

7. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

8. **Submission of bid:** The tender documents should be uploaded through NIC e-Procurements URL <http://eprocure.gov.in/eprocure/app> Up to 21st November 2020 (1800 hrs.), containing following:

(i) **Earnest money deposit (EMD) & Tender fee:** The agency shall deposit EMD amount Rs. 3,00,000/- (Rs. Three lakhs only) and non-refundable tender fee Rs.1,000 (one thousand only) should be paid online through NEFT/RTGS in NIEPMD account and payment receipt to be uploaded with the technical bid. Technical bids without EMD and tender fee shall not be considered for further evaluation. NIEPMD Bank details are here under.

A/C No.761297290

Type of Account: Saving Bank

Name of the bank: Indian Bank. Kovalam branch IFS code: IDIB000K122

Branch code: 01176

Note: please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS/NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its bank would not be responsible for the same.

(ii) Bidder shall upload the scanned copies of following:

- a. Labour license – duly obtained from the Regional labour commissioner
- b. EPF registration copy
- c. ESI registration copy
- d. Service Tax registration copy
- e. Firm registration copy
- f. Five years' Experience certificate for providing House Keeping and other Services.
- g. Proof of Financial Turnover per year Rs.100 lakhs for last 03 FYs.

9. **Opening of bid:** Bid shall be opened on the 23rd Nov 2020 (1600 hrs.).

10. If the last date of opening of the Tenders coincides with a holiday, then the next working day shall be the opening date. However, Director NIEPMD, Chennai reserve the right to extend last of tender, opening of tender without assigning of any reason. Decision of Director, NIEPMD will be final and binding.

11. **Bid validity:** Bid shall remain valid for a period of 60 days from the date of opening of bid.

12. **Bid evaluation:** duly filled price bid of technically qualified bidders shall be evaluated on quoted service charge basis. If it is found that contractor quoting unduly lower rate of Service Charge, bid will not be accepted for financial evaluation.: The contractor has to quote service charge that takes care of TDS, Uniforms, Supervision, office maintenance, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter.

13. The tender submitted by any other means except NIC e-procurement portal, will not be entertained under any circumstances.

14. NIEPMD Chennai reserve the right to cancel the tender process without assigning any reason whatsoever at any stage.

15. The list of technically qualified bidder will be updated on NIC CPP portal.

16. **Tender submission process** Interested Agencies may submit their quotes in **two bid system (i) Technical bid & (ii) Financial bid** by giving all the necessary documents in English as specified. The Tender must be submitted online through central public procurement portal e-procurement application only through URL: <http://eprocure.gov.in/eprocure/app> . No manual bids will be entertained under any circumstances.

The tender document attached must be direct, concise, and complete and arranged in an organized and structured manner.

To participate in online bidding process, bidder must procure a digital signature certificate as per information technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode. eMudhra etc. bidders who already have a valid digital signature certificate (DSC) need not procure a new DSC.

14. Performance Security: The vendor selected would be required to furnish a Performance Security equal to 10% of the cost of the supply order in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of “Director, NIEPMD, Chennai” payable at Chennai. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 60 days after the date of expiry of the contract. NIEPMD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled. **No tenderer is exempted from paying of performance security.**

15. NIEPMD, Chennai reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.

16) Liquidated Damages: NIEPMD shall without prejudice to its other remedies under the contract, deduct from the Contract price, as Liquidated Damages a sum equivalent to 2.5% of the price of delayed Goods or unperformed services for delay of each day until actual delivery or performance, up to a maximum deduction of 20% of the contract price. Once the maximum is reached, NIEPMD may consider termination of the contract and can forfeit the Performance Guarantee amount.

17) Option Clause: The contract will have an option clause, wherein the Buyer can exercise an Option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract it will be entirely the discretion of the Buyer to exercise this option or not.

18) Risk & Expense clause. In the event of the failure of the contractor to provide security Supervisor and unarmed security guards as requisitioned under the contract, Security Officer/ user shall hire similar type of security supervisor and unarmed security guards at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such security services. **Expenses incurred on hiring, shall be debited from the security deposit / PBG of the contractor.** Any excess of the expenditure incurred on hiring of services of unskilled security guards, over the contract price appropriate to such default shall be recoverable from the SELLER / Service provider.

19) Force Majeure condition – The term force majeure as employed herein shall mean acts of God, war, revolt, terrorist acts, accident, fire, flood and acts and regulations of respective Government/s of the two parties. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hours, the full particulars and satisfactory evidence support of his claim. Time for purpose of the relative obligations suspended by the force majeure shall then stand extended by the period of delay, which is directly caused by force majeure event.

SPECIAL CONDITIONS OF CONTRACT

(Annexure to Agreement)

1. The House keeping & other services and provision for the required manpower shall be as under:

S. No	Particulars	Unit	Time
1.	Electrician	03	0900-1730
2.	Plumber-water supply	01	0900-1730
3.	Plumber –waste water	01	0900-1730
3.	Driver	04	0900-1730 (Timing will be fixed as per Institute Requirements)
4.	Attender cum driver	03	0900-1730 (Timing will be fixed as per Institute Requirements)
4.	Sewage plant supervisor	02	Shift- rotation wise
5.	Pump House Technician	01	0900-1730
6.	Sewage plant operator	06	Shift- rotation wise
7.	Attender	06	0900-1730
8.	Gardener	08	0730-1600
9.	Cleaning personal	40	0730-1600
Requirement of manpower mentioned here are tentative only, however it may increase or decrease as per Institute requirements.			
No claim for minimum hiring will be entertained under any circumstances, decision of NIEPMD authorities will be final and binding.			

- The number of categories or employees required in each category may vary. The number of employees may be reduced or increased according to the requirement, will be reviewed bi-monthly basis.
- The agency shall ensure that the House keeping & other personnel deployed are healthy and not more than 58 years of age. The agency will get their antecedents, character and conduct verified.
- The employees of the service provider shall not claim any benefit/compensation/absorption/regularization of services from Director, NIEPMD under any statutory provisions.
- The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the institute along with testimonials before they are actually deployed for the job.
- The service provider shall make sure that the employees deployed by them shall decently display photo ID cards with tag whenever they are on duty for NIEPMD. The ID Cards must display the logo and full address of the service provider apart from the basic details of the employee. The ID card to be issued to the employees deployed by the agency shall be approved

by NIEPMD, Chennai.

6. The agency shall not deploy or shall discontinue deploying the persons(s), if so desired by the institute at any time without assigning any reason whatsoever.
7. The service provider shall engage such number of required employees as required by NIEPMD, Chennai from time to time.
8. The agency shall deploy Housekeeping & others trained in all facets of the works including over tank cleaning, treatment plant cleaning and etc... The Agency shall provide necessary undertaking and documentary evidence in this regard.
9. The personnel engaged by the service provider should not have any criminal cases pending against them. The service provider shall make adequate inquiries about the character and antecedents of the person whom they are recommending.
10. The service provider should also ensure that the personnel engaged are healthy and medically fit to work in the proposed role. Medical Certificate might be provided when called for.
11. The contractor or his representative shall daily report to the NIEPMD office, to supervise the work under the contract and take instructions every day from Incharge Housekeeping for the work on a Book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
12. The contractor shall ensure that his workers will be present in the premises and carry out duty for entire eight hours of a shift excluding lunch recess in shifts / staggered duties as assigned by him/Supervisor of contractor.
13. The contractor shall ensure that workers maintain highest discipline and behave politely with the faculty, staff, students and guests. They should not argue with anyone.
14. The services of employees of Contractor should be made available on all days on six- day week basis irrespective of holidays and on Sundays if required.
15. **The contractor shall maintain area-wise maintenance registers.** The register should specify the work allotted and completed with date and time duly signed by the Supervisor of the contractor. The registers should be submitted to housekeeping Incharge for perusal and signature on daily basis.
16. The contractor is required to post (at his own cost) his authorized representatives at the site of the work who shall receive the instructions from the officer (to be nominated by the Director, NIEPMD, Chennai). All such instructions received by the authorized representatives on behalf the contractor shall be deemed to have been received by the contractor within the scope of this work order. The Supervisor/s employed by the Contractor shall be responsible to ensure efficient and timely execution of the contract (daily work completion sheet, grant of weekly off, discipline, extract work, manage work, and for interaction with office-in-charge for the upkeep of the complex). He should maintain account of materials taken outside the premises and brought back. These materials can be taken outside only with the approval of Officer In-charge or higher authorities. The Supervisor shall also be responsible to allocate duties and extract the work from the workers.
17. The site Supervisor/s shall daily report (Monday to Saturday) to the Housekeeping Incharge to supervise the work under the contract and take instructions every day from him for the work on a book/Register maintained by the contractor exclusively for the purpose. He shall preserve the said book/Register and produce the same as and when required.
18. A senior level representative of the Agency shall visit the institute premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the institute officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
19. The Agency shall ensure that any replacement of the personnel, as required by the institute for any reason specified or otherwise, shall be effected promptly without any additional cost to the institute. If the agency wishes to replace any of the personnel, the same shall be done with prior

concurrence of the institute at Agency's own cost.

20. **Uniform and Liveries etc.:** For each year, Contractor shall provide its/his/her workers with [1] Two sets of uniform (with emblem & name badges) consisting of Terri coat Pant and Shirt for Male and two branded sarees with blouse pieces and sleeve less coat including stitching charges for Female workers, [2] Each year one pair of shoes for male and Good chappal with buckle for female workers, [3] Identity Cards. Samples and/or specifications of the Uniforms and Liveries need to be approved by NIEPMD. Uniforms and Liveries are to be supplied to NIEPMD office with proper records and challans for distribution to staff in presence of housekeeping Incharge and contractor. Tenderer will provide these material its own cost, however sample and quality will be approved by NIEPMD.
21. **Quoting unduly lower rate of Service Charge:** The contractor has to quote service charge that takes care of TDS, Supervision, all the statutory charges Uniforms, office expenses, relating to this contract, etc.; and reasonable margin thereafter. The Institute has responsibilities as Principal Employer and would like to ensure that unduly lower rates of service charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from the workers, etc. thereby affecting the performance of the workers.
22. The service charges quoted should not be “absurdly low”. The bidder may be asked to justify the charges in case the Institute finds the amount as “absurdly low”. The decision of the Institute on quote for being “absurdly low” shall be final. These charges once fixed will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the wages, minimum or otherwise.
23. **Details of expenditure vis-à-vis service charges:** With a view to prevent instances briefly stated in para (20 & 21) above, the contractor has to submit details of expenditures along with documentary evidence like Estimates in support of expenditure based on which service charge has been calculated to NIEPMD so as to reach NIEPMD after the closing date of Bid in sealed envelope in person or by courier / speed post for evaluation of bids as per annexure “A” (and instructions mentioned in it) to this tender. (Rate Analysis for calculating service charges).
24. **Decision on reasonability of service charge:** Institute reserves right to take a view on the reasonability of the rate of service charge. The decision of the Institute in this regard shall be final and binding. No representation will be entertained and replied to.
25. Quoting services changes as NIL/ZERO and applicable taxes on service charges as NIL/ZERO will not be accepted and leads to rejection of bids. Applicable tax on service charges will mentioned separately in price bid in column provided for this purpose. Service charges mentioned inclusive of taxes will lead to rejection of bid.
26. If the Institute considers that the service charge of the tenderer who has quoted the least rate is not feasible, such tender shall be treated as **non-responsive** and the quotation with the next higher rate shall be evaluated, and this process will be iterated till a quotation with reasonable service charge is found and the work will be awarded to such tenderer only.
27. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the institute /Govt. of India/ any State or any Union Territory.
28. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the institute. Proposals for efficient functioning of the House keeping & other systems shall be discussed considered and implemented from time to time by the agency with approval of the institute.
29. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at the institute or for any accident caused to them and the institute shall not be liable to bear any expenses in this regard. The Agency shall also be responsible for the insurance of its personnel.

30. The House keeping & other agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments / amendments / modifications.
- I. The payment of Wages Act 1936
 - II. The Employees Provident Fund Act, 1952
 - III. The Factory Act, 1948
 - IV. The Contract Labour (Regulation) Act, 1970
 - V. The Payment of Bonus Act, 1965
 - VI. The Payment of Gratuity Act, 1972
 - VII. The Employees State Insurance Act, 1948
 - VIII. The Employment of Children Act, 1938
 - IX. The Motor Vehicle Act, 1988
 - X. Minimum Wages Act, 1948
31. The manpower engaged by the service provider shall be polite, cordial, positive and efficient while handling the assigned work so that their actions promote good will and enhance the image of NIEPMD in front of the stake holders and the general public at large. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
32. In case of any loss or damage that might be caused to the institute due to lapse on the part of the House keeping & other personnel deployed by agency, the responsibilities will be borne by the Agency and in this connection, the institute shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the institute besides imposition of penalty. In case of frequent lapses on the part of the House keeping & other personnel deployed by the contractor, the institute shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
33. In the event of any Housekeeping & other personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve.
34. As and when the institute requires additional Housekeeping & other strength on temporary or emergent basis, the agency will depute such Housekeeping & other personnel under the same terms and conditions. For the same, a notice of two days will be given by the institute. Similarly, if the House keeping & other personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the institute shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
35. The agency shall arrange to maintain at the House keeping & other desk/booth, the daily shift-wise attendance record of the House keeping & other personnel deployed by it showing their arrival and departure time. The Agency shall submit to the institute an attested photocopy of the attendance record and enclose the same with the monthly bill. NIEPMD shall maintain an attendance register as well as a bio-metric attendance machine in respect of employees deployed by the service provider.
36. The monthly salary payable to each employee is inclusive of statutory obligations such as EPF & ESI, etc., in case of applicable categories and all other statutory deductions in case of other categories, as per rules. The service provider shall be wholly responsible for compliance of these statutory obligations. The proof of remittance of EPF by way of electronic transfer (ECR' challan) remittance details of exclusive for the employee engaged by the agency at NIEPMD should be produced every month.
37. The institute shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
38. Agency will issue salary slip to all staff deployed for NIEPMD duties and copy of pay slip will be shared with NIEPMD with salary bill.
39. Agency will release the salary of staff on or **before 05th day** of the commencing month

and subsequently bills will be claimed, proof for salary release, EPF, ESI etc. should be attached with bills, under no circumstances advance payment will be released. Delay in staff salary will result is penalty to tenderer as per provisions.

40. GST, statutory levies etc., if applicable, will be paid as per rules in force from time to time.
41. Month means 26 days. Rate of Basic Wage shall not be less than the rate notified by Govt. Contractor's Service Charges & profit should not be less than TDS. Separate rate or amount should not be quoted for uniform/liveries and footwear failing which the tender stands automatically disqualified (Pl refer annexure "A"). Taxes, statutory levies, if applicable will be paid as rules in force from time to time.
42. Bonus: The amount of bonus will be reimbursed as per the Payment of Bonus (Amendment) Act 2015 or any amendment after, issued by Govt. of India.
43. Contractor's profit and work charges establishment should not be included in the bill of Bonus payment; NIEPMD will reimbursed only the actual Bonus payment to the eligible Housekeeping and other engage staff only; Bonus payment made to the Supervisors will not be reimbursed by NIEPMD, Chennai; Bonus paid or payable to Supervisors is liability of the Contractor
44. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
45. TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.
46. The House keeping & other personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the House keeping & other desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
47. In case of non-compliance/non-performance of the services according the terms of the contract, the institute shall be at liberty to make suitable deductions from the bills without prejudice to its right under other provisions of the contract.
48. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify the institute against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the institute premises/facility.
49. The transportation, Food, Medical, residence and statutory requirements in respect of each employee of the service provider shall not be the responsibility of NIEPMD.
50. No wage/remuneration shall be paid to any staff for the days of absence from duty.
51. NIEPMD, Chennai shall not be liable for any loss, accidents, damage or theft of any personal belongings, equipment or vehicles of the employees or to the employees engaged by the service provider.
52. The service provider shall indemnify NIEPMD against any loss or damage of goods/Materials/Equipment etc., on account of negligence or fault of any employees engaged by the service provider.
53. In the event of any question, dispute or difference arising under this NIT or in connection there with except as to matter the decision of which is specifically provided under this NIT, the same shall be referred to an arbitrator to be appointed by the Director, NIEPMD, Chennai and the decision of the arbitrator will be binding on both parties of this NIT.
54. The acceptance of the tender rests with NIEPMD. The Institute is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. NIEPMD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest. The Director, NIEPMD can extend last date of tendering and can change the date of bid opening without

- assigning any reason.
55. The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this office.
 56. The decision of the institute in regard to interpretation of the Conditions of contract and the Agreement shall be final and binding on the Agency.
 57. There shall be no master & servant relationship between the employees of the service provider and NIEPMD, Chennai.
 58. The employees of the service provider shall not form/join any labour union or resort to strike or demonstration or any other agitation of this nature.
 59. The employees deployed by the service provider must not act against the interest of NIEPMD. The employees shall not divulge or disclose to any person, any details, of office, operational process, technical know-how, security arrangements and administrative/organizational matters.
 60. NIEPMD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
 61. In case of any dispute between the Agency and the institute, the institute shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Chennai only.
 62. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
 63. An agreement shall be signed with the successful bidder.
 64. The service providing agency will not claim / recover / deduct any service charge; registration charge; monthly maintenance charge; Or any other charges from its employees engaged at NIEPMD NOR this Institute (NIEPMD, Chennai) will bear any such charges. If any complaint or breach of any conditions is noticed; NIEPMD shall immediately take action to terminate the contract at the cost and risk of the contractor and the EMD/Security deposit will be forfeited.
 65. Either party can terminate the agreement by giving 2 months' notice in advance. On expiry of the agreement, the agency would withdraw all its' employees and clear their accounts by paying all their dues.
 66. The service provider shall be contactable at all times and message sent by phone/e-mail/fax/special messenger from NIEPMD should be promptly responded to in fulfillment of the contract from time to time.
 67. The contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceedings related to this contract shall be fixed.
 68. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
 69. **Transfer and Sub-letting :** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
 70. In case of any dispute touching any of the clauses of the agreement, the decision of Director, NIEPMD shall be final and binding on both the parties.
 71. **Breach of Terms and Conditions:** NIEPMD may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. NIEPMD's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.

72. PENALTY FOR INADEQUATE PERFORMANCE ON THE PART OF CONTRACTOR:

Sl. No.	Type of lapse	Penalty in Rupees
01	Failure on part of contractor to ensure his workers are deployed with uniform at NIEPMD premises (per workman)	100 per workman per day
02	Maintaining Improper/Wrong attendance record by contractor	500 per day
03	Lapse in maintaining wash room (per wash room)	200 per day
04	Shortfall in staff in a day	500 per day per person
05	Failure to ensure proper behaviour and discipline of his workers at NIEPMD premises	200 per person in addition to taking civil & criminal proceedings as per rule
06	Any incident of Rowdiness and/or rioting in campus on part of workers of contractor showing failure on part of contractor to ensure proper behaviour of his workers.	500 per person in addition to taking civil & criminal proceedings as per rule
07	Inaction of supervisor to complaint by NIEPMD/ Officers of NIEPMD	100 per complaint
08	Damage to the Institute property due to negligence	Book value + 10% of the book value towards installation & for causing inconvenience

Note:

The penalty shall be deducted from the Service Charge of the Contractor from the monthly Bills or from the Security Deposit.

For any act of inadequate performance of contract not specifically stated herein, the person authorised by the Institute will determine the penalty based on the merits of each act after providing an opportunity to the contractor.

In case of Sl.No.5 the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should not be assigned duty at NIEPMD.

In case of Sl.No.6, the person(s) involved should be adequately warned by the contractor and in case of second occurrence, the person should not be assigned duty at NIEPMD.

The person(s) involved in theft and/or carrying item unauthorisedly should not be assigned work at NIEPMD.

These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between the institute and the Agency and any non-compliance shall be deemed as breach of the Contract /Agreement.

(Signature of Authorised Signatory of the agency with seal)

Name:

Seal:

Address:

Phone No:

**NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS
WITH MULTIPLE DISABILITIES**



(Dept. of Empowerment of Persons with Disabilities)
(Ministry of Social Justice and Empowerment, Govt of India)
ECR, Muttukadu, Kovalam Post, Chennai 603 112,
Tamil Nadu Fax: 044-27472389 Tel: 044-27472104,
27472113, 27472046

Website: www.niepmd.tn.nic.in E-mail: niepmd@gmail.com

TECHNICAL BID (TO BE UPLOADED)

1. Name & Address of the Tendering Organization /Agency with phone number, e- mail and name and telephone/mobile number of contact person.
2. Experience in the work of providing House Keeping and other Services (minimum 05 years) as required in tender document.
3. Details of labour license obtain from Regional labour commissioner
4. EPF registration Number
5. ESI registration Number
6. Service Tax Registration Number
7. Acceptance of General Conditions of Contract & Special Conditions of Contract (Yes/No). Please sign each page of GCC & SCC as token of acceptance and submit as part of tech bid document.
8. Financial turnover with a minimum of Rs100 lakhs per year for last 03 years (2017-18, 2018-19, 2019-20) achieved, CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover.
9. Income tax return for last 03 years i.e. financial year 2017-18, 2018-19, 2019-20.
10. Please submit an undertaking that no case is pending with the police against the Proprietor/Firm/Partner or the Company (Agency). Indicate any convictions in the past against the Company/Firm/Partner.
11. The bidder should have on office in proximity of Chennai or Tamilnadu.
12. Any other document required and asked in tender document for technical qualification. Bidders are requested to read the complete tender document properly and required document should be uploaded with technical bid.

Declaration by the Tenderer:

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)

Name:

Address:

Seal:

Date:

UNDERTAKING BY CONTRACTOR

I/We hereby certify that:

Full manpower will be engaged on daily basis for the Services sought under this contract on rotation basis (if required) as per given schedule or as per instructions issued by NIEPMD, Chennai. On holidays also deployment will be facilitated if desired by NIEPMD.

I/we have made the site visit in order to evaluate their level of services to be rendered and quoted accordingly.

I/We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at NIEPMD, Chennai.

I/We agree that the payment will not be made for the work not carried out in any of the above areas.

I/We will provide staff for shifting of furniture and small equipment as and when required by NIEPMD, Chennai.

I/We agree to pay minimum wages, EPF, ESI, bonus, and other statutory payments on or before 5th day of every month. Further, I/We agree to submit proof of payment of wages i.e. ECS statement and challans, ESI and EPF contributions along with the bill for the current month. We further undertake to abide by all the provisions of law, enactments, notifications and circulars issued by the competent Authorities. We shall keep the Institute fully indemnified and continue to keep the Institute indemnified for all the consequences arising out of our non-compliance of the provisions of law.

Substitute workers/Supervisor will be made available as and when required. Extra manpower if any called during conference/meetings, shifting of materials from one location to another, etc. will be provided even at short notice.

Two sets of Uniforms, Identity Card, and 01 pairs of footwear will be issued to all the workers within 15 days of engagement of workers and it will be replaced as and when required and all the expenditure will be borne by me/us.

We shall protect the interest of the Institute in respect of this contract agreement as well as against the action of any of our employees.

(Signature of Tenderer with seal)

Name:

Address:

Seal:

Date:

LETTER OF CONSENT

Date: _____

To
The Director
NIEPMD, Chennai - 603112

Tender Ref. No. _____

Name of Work: Providing manpower for Housekeeping and other services, at NIEPD, Chennai

Sir,

I/We understand the nature and quantum of work to be carried out. I/we have read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of 60 (Sixty) days from the date fixed for opening the Part I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to NIEPMD, Chennai will be liable for forfeiture. The rate quoted is firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of the NIEPMD, Chennai, general conditions of the contract as amended from time to time and to carry out the work according to the conditions of the contract laid down by NIEPMD, Chennai.

Earnest Money in the has been paid as per instructions in tender document (if not exempted). The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- i) I /We do not execute the contract documents within 7 (seven) days after getting information from NIEPMD, Chennai, or
- ii) I / We do not commence the work within 15 (fifteen) days after getting information from NIEPMD, Chennai.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s) with Stamp,

Address:

(Note: No change should be made by the tenderers except filling-up details mentioned in the formats meant for Technical Bid. In case any change is made in the content of the formats, except filling-up details, it shall be treated as unauthorized and such tender will stand automatically disqualified.)

Details of Works of Similar Type Executed by the Bidder

Date:2020

Sl. No.	Name of the Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Period of Access		Page No
						Start	End	

1. Copies of purchase orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Rate Analysis for calculating service charges Annexure “A”

(Reference to calculate service charges)

Sl. No	Heads	Rate in rupees (Approximate)	Justification
1	Uniform with Company Emblem (Shirt and Pant for Male and Saree with Blouse pieces and sleeve less coat including stitching charges for Female) (Yearly 2 sets)	₹ 800 per Uniform Appx.	To be calculated for 02 pairs
2	Shoes for Male & Chappals for Female (Yearly 01 pairs)	₹ 500 per pair Appx.	To be calculated for 01 pairs
3	Cost for providing ID cards	₹ 50 per ID Card Appx.	Initially one. After as per requirement.
4	Cost for engaging supervisor	Hiring of Supervisor	Should be justifiable
5	Other supervision and office maintenance charges	Charges	Should be justifiable
6	reasonable margin	Margin	Should be justifiable
7	TDS and other statutory loadings	Appx. TDS	TDS cannot be ZERO and should be as per existing rates.
8	Any Other	Any other charges	If applicable.

Factual rates should be quoted here for verifying the service charges quoted by agency. If committee found that quoted rates are not reasonable, bids will not be considered for financial evaluation.

Contractor's profits and work charge Establishment should not be quoted less than TDS and contractor's own profit.

Service charges should be calculated by keeping above parameters in consideration. In case it is found that unduly lower rate has been calculated under any head and could not be justifiable, the tender may be rejected and no correspondence on subject will be entertained.

Above working sheet should have forwarded to NIEPMD in sealed envelope. Envelope should be marked on top “Rate Analysis for calculating service charges: Housekeeping Services” and dispatched to address:

To,

**Assistant Stores & Purchase Officer,
NIEPMD, ECR, Muttukadu, Kovalam (Post)
Chennai – 603 112 (Tamil Nadu).**

Non receipt of working sheets will lead to rejection of tender.

No price to be filled here.

Check list for Tender-House Keeping and other Services

Sl. No	Particular	Yes or No
1.	Receipt of tender fee amount for Rs.1000 (one thousand only) (non-refundable)	
2.	Receipt of EMD amount of Rs.3,00,000 (three lakhs only)	
3.	Copy of MSME / NSIC certificates in claiming exemption	
4.	Firm registration copy	
5.	Labour license obtain from the authority	
6.	License Number and other details	
7.	EPF & ESI registration copy	
8.	Letter of Acceptance	
9.	Undertaking by the Contractor	
10.	Letter of Consent	
11.	Five years' Experience for providing Housekeeping service in the Government organization	
12.	Details of Works of Similar work proforma (Mandatory)	
13.	Customer Satisfactory Performance Report from organizations served during last 5 years. (mandatory)	
14.	List of Organizations where similar works have been carried out in the past	
15.	Proof of financial turnover with a minimum of Rs100 lakhs per year for last 03 years (2017-18, 2018-19, 2019-20) achieved, CA Certified copies of abridged balance sheets along with profit & loss account of the firm (tenderer) in support of 3 years annual financial turnover.	
16.	Nonblack listing certificate	
17.	The bidder should have on Office in proximity of Chennai.	
18.	Under taking letter for No case pending with the police against the proprietor /firm/ partner or the company (agency)	
19.	Service Tax registration No	
20.	Copy of duly attested NIT	
21.	Income tax return for last 03 years i.e. financial year 2017-18, 2018-19, 2019-20.	
22.	Any other document required and asked in tender document for technical qualification. Bidders are requested to read the complete tender document properly and required document should be uploaded with technical bid.	

Apart from document mentioned here, please read the tender document carefully and upload all the required document needed for technical qualification. Non availability of required document will lead to rejection of bids.