

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD) (Department of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Govt. of India) ECR, Muttukadu, Kovalam (Post), Chennai, Tamil Nadu-603 112 Tel-044-27472113,27472423,27472104. Fax-044-27472389 www.niepmd.tn.nic.in, E-mail- niepmd@gmail.com.Toll-Free:18004250345

TENDER NOTICE No.: NIEPMD/Admin.2(134)-Vol.II/OSM/2017

# E-TENDER NOTICE OUTSOURCING OF MANPOWER FOR ENGAGEMENT AT HQrs NIEPMD, Chennai & its Centres

Cost of Tender document	Rs.500/- (S.B A/c. No.: 6332687300)
	IFSC:IDIB000K122) (NEFT/ RTGS - print of
	receipt to be uploaded with the technical bid)
Last Date, Time & place for Submission of	29 <sup>th</sup> March 2017 at 03.00 pm at
Tender Document	NIEPMD, Chennai
EMD	Rs.3.00 Lakhs (Rupees three lakhs only)
	(S.B A/c. No.: 6332687300)
	IFSC:IDIB000K122) (NEFT/ RTGS - print of
	receipt to be uploaded with the technical bid)
Date & Time of Pre-Bid meeting	24 <sup>th</sup> March 2017 at 10.00 am at
	NIEPMD, Chennai
Date & Time of Opening of Tender	30 <sup>th</sup> March 2017 at 04.00 pm at
Documents (Technical Bids)	NIEPMD, Chennai.

National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD) is a Central Autonomous Body under Department of Empowerment of Persons with Disabilities, Ministry of Social Justice & Empowerment, Government of India. The institute is providing various services for empowerment of persons with multiple disabilities

NIEPMD is inviting E-tenders through NIC e-procurement portal URL "<u>http://eprocure.gov.in/eprocure/app</u>". from well established, reputed firms/ registered service providers with proven track record and an annual turnover of not less than Rupees three crores to provide manpower on outsourcing basis for NIEPMD, Muttukadu, Kovalam, Chennai. The agencies shall have to supply Manpower depending upon the requirements of the institute from time to time. Detailed terms and conditions, Bid format and scope of work can be downloaded from the institute's website <u>www.niepmd.tn.nic.in</u>

#### Instructions to Bidders;

- The details monthly salary of manpower proposed to be outsourced at NIEPMD is given at Annexure-III (Price bid). The approximate total number of employees in various categories required at HQ, NIEPMD and its centre is around 170 Nos. After the contract agreement, NIEPMD will provide its list of requirement of staff
- 2. The terms and conditions of contract is at Annexure-I.
- 3. The period of contract shall be 12 months. Rate quoted by the service provider would be fixed for a period of one year (12 months).
- 4. The services shall commence within 15 days from the date of award of contract.
- 5. The "**Tech Bid**" (Annexure-II) should be uploaded with following documents; (a) Annexure-I duly signed.
  - (b) Acceptance of Terms and Conditions
  - (c) Proof of EMD deposit for Rs.3,00,000/- through NEFT/RTGS in favour of Director, NIEPMD
  - (d) Proof of remittance of tender cost of Rs.500/- through RTGS/NEFT.
  - (e) Certificate of authorization to sign on behalf of the service provider.
  - (f) Certificate by the bidder stating that the firm/company has not been black listed by any Government agency.
  - (g) Certificate by the bidder stating that they have read and understood all the terms and conditions mentioned in the Tender document and is willing to take up the contract as per such terms and conditions.
  - (h) All other certificates/documents except Financial Bid.
- 6. The "**BOQ**" (Annexure-III), available in MS Excel format should be filled properly and uploaded. The BOQ shall contain only rates which are to be quoted on monthly basis for normal duty of eight hours per day per person for five days in a week.
- 7. EMD amount of Rs. 3,00,000/- & Tender fee of Rs. 500/- should be paid online through NEFT or RTGS in NIEPMD account and payment receipt to be uploaded with tender document. Bids without Tender Fee and EMD amount shall not be considered for further evaluation **Tender received without Tender Fee or lesser amounts will be summarily rejected.** No further correspondence will be accepted on the subject. The EMD without interest will be returned to the un-successful bidder(s). EMD is applicable to all category of tenderers and no any exemption to MSME/KVSC registered contractors etc., will be applicable.
- 8. The technical bids will be opened at 04.00 pm on 30<sup>th</sup> March 2017 at NIEPMD, Chennai in the presence of participating bidders who wishes to be present. The list of technically qualified bidders will be published on the Notice Board of NIEPMD and hosted in NIEPMD website.
- 9. The financial bids of technically qualified bidders only will be opened. The date and time of opening of price bids of technically qualified bidders will be published in the official website of NIEPMD.
- 10. The order will be awarded to the lowest cost bidder from the technically qualified bidders. As no subsequent cost negotiations will be done, the price quoted should be final.

### Eligibility Criteria;

#### (All the certificates/proofs and documents must be uploaded with Technical Bid)

- 1. The bidder should have been in existence for not less than <u>three years</u>. Copy of registration of firm/company to be uploaded.
- 2. The average **annual turnover of the bidder for the last three years shall be at least Rs.3.00 Crores (<u>Rupees three crores</u>). Copy of the IT returns or audited balance sheet duly certified by the Chartered Accountant to be uploaded.**
- 3. The bidder should have at least 03 (three) years of experience in providing manpower to State/Central Government organizations/PSUs/Central Autonomous organizations/Organizations/companies/firms/MNCs of repute and should be <u>registered</u> with

government authorities for running the manpower outsourcing business, exclusively for providing support/technical/non-technical/professional manpower.

Experience gained & registration obtained for supply of security personnel, housekeeping personnel etc., will not be considered. A copy of the valid registration and proof of experiences (copy of work orders, completion/experience certificates, bills etc.,) should be uploaded. The bidders may note that the testimonials submitted by them in proof of the above requirements are latest, valid and genuine as they may be verified from the concerned authorities.

- 4. The Manpower agency should have an operating branch/office (or) a registered Office at Chennai or in Tamil Nadu. Copies of work orders of past 01 (One) year with the address at Chennai or in Tamil Nadu (issued at least one year prior to this tender) as a proof of address of the branch or office at Chennai or in Tamil Nadu should be uploaded.
- 5. Tenderers/Contractors who were found to be Non performing / defaulters in remittance of statutory deduction etc, will be barred from participating in the tendering process. The duly constituted committee and the competent authority reserve the right to disqualify/debar such tenderers and also any such tenderers without assigning any reasons, what so ever.
- 6. The bidder should be willing to take up the contract as per the terms and conditions mentioned in **Annexure-II**.
- 7. The tender should be signed in each page by the authorized signatory of the bidder. The official stamp/seal of the bidder should be put on each page of the tender document.
- 8. Agencies meeting the required criteria mentioned in this document shall only be considered for evaluation of price bid. Further agencies not furnishing documentary evidence as required will not be considered.
- 9. Pre-qualification of the agencies shall not imply final acceptance of the Rate bid. The agency may be rejected at any point during Techno-Commercial evaluation or during price evaluation. The decision in regard to acceptance and or rejection of any offer in part or full shall be sole discretion of Director, NIEPMD and decision in this regard shall be binding on the agencies.
- 10. In case of litigation, if any, and the cause of action shall be deemed to have been arisen in Chennai District only and the District Court of Chennai (Tamil Nadu)shall have the jurisdiction for any such litigation.

#### Scope of Work:

To provide manpower on outsourcing basis to NIEPMD and to hold the employees on their roles and discharge all statutory obligations in the capacity of the Employer as per the Terms and conditions mentioned in this document.

NIEPMD will provide separately the prescribed educational/professional qualification/upper age limit and experience required etc., for the manpower to be engaged under various categories, as approved by its Executive Council.

#### Validity:

The offer shall remain valid for a period of 60 days from the date of receipt of Techno-Commercial offer.

# **Terms & Conditions:-**

- 1. The successful bidder shall enter into a contract with NIEPMD for a period of one year.
- The service provider shall engage such number of required employees as required by NIEPMD, Chennai from time to time. <u>The salary to all outsourced employees shall be paid</u> by the contractor on or before 05<sup>th</sup> of every month and shall submit the bills for reimbursement from NIEPMD.

The manpower 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.

- 3. 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 bimonthly basis.
- 4. The outsourced employees 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.
- 5. The service provider shall make sure that the outsourced 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 outsourced employees deployed by the agency shall be approved by NIEPMD before issue.
- 6. The service provider may also require to supply professional/support/technical/ non-technical manpower on short term basis on the same terms and conditions, of the tender and contract agreement.
- 7. The monthly salary payable to each employee shall be fixed by NIEPMD. The financial bids shall be compared for the total money outlay. The administrative charges will be the crucial deciding factor for deciding the lowest bidder and award of contract. The administrative charges should be mentioned in AMOUNT (in INR) PER PERSON PER MONTH and NOT IN PERCENTAGE (Financial Bid at Annexure II).
- 8. The Service provider shall furnish a Performance Security (Security Deposit) of Rs.15,00,000/- (Rupees fifteen lakhs only) in favour of "Director, NIEPMD" payable at Chennai in the form of bank guarantee from any commercial bank enforceable at Chennai. The security deposit shall remain valid for the period of the contract. The security deposit shall be forfeited in case of non-fulfillment of the terms & conditions of the contract and or for compensating any loss suffered due to any employee deployed by the service provider. No any exception of SD is applicable to the contractor.
- 9. NIEPMD shall maintain an attendance register as well as a bio-metric attendance machine in respect of employees deployed by the service provider. The wages/remuneration will be decided in respect of the employees as per this attendance system. In case of late attendance for more than half an hour, ½ day's salary will be deducted from the individual's salary account. It will be the sole responsibility of the service provider to certify the attendance every month.
- 10. The outsourced employees engaged by the service provider can avail 01 day causal leave for every completed month. However, they should obtain prior permission of the concerned HOD/Section In-charge, NIEPMD and the service provider. No compensation/compensatory off for the un-availed leave is permissible.
- 11. The employees engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month.
- 12. 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.

- 13. The contractor will deduct the EPF contribution only in case of eligible categories of employees engaged by them at NIEPMD, whose per month consolidated salary is less than Rs. 15,000/-. The contractor will not insist / deduct / compel for recovery of EPF in case of non-eligible category of employees, whose salary is above Rs.15,000/per month. Accordingly, NIEPMD will match the EPF contribution <u>only</u> in case of the employees whose monthly salary is fixed less than Rs. 15,000/per month.
- 14. There shall be no master & servant relationship between the employees of the service provider and NIEPMD, Chennai.
- 15. The employees of the service provider shall not claim any benefit/compensation/absorption/regularization of services from Director, NIEPMD under any statutory provisions.
- 16. The transportation, Food, Medical and statutory requirements in respect of each employee of the service provider shall not be the responsibility of NIEPMD.
- 17. Working hours would be normally 08 hours per day from 9.00 AM to 5.30 PM (lunch break half an hour). However, in exigencies of work, they may be required to sit late and may be called on Saturday, Sunday and other Gazatted/Closed holidays. No any pay compensation/leave compensation etc., will be provided for having worked on Closed Holidays.
- 18. No wage/remuneration shall be paid to any staff for the days of absence from duty.
- 19. The service provider shall provide replacement within seven days of any person leaving the job due to his/her own personal reasons at no extra cost. In case of leave in excess of seven days suitable replacement shall be provided.
- 20. The employees deployed by the service provider may be transferred to any or the units/offices under NIEPMD by giving notice to the employee through the outsourcing agency. The employees are required to proceed on official duties within station/outstation etc., as and when assigned by NIEPMD. They shall be reimbursed with TA/DA/other incidental expenses, subject to Govt of India rules. Any such employee supplied by outsourcing agency is fails to comply the instructions issued by NIEPMD should be withdrawn by the agency and a replacement provided within 7 working days.
- 21. Daily schedule of work assigned/output of work to be maintained by each employee supplied by the agency. The record of case load attended daily, daily work report should be submitted every week by the concerned employee to their respective HODs/Section In-charges. A monthly report on their work output should be submitted by each outsourced employee in the prescribed format to their concerned HODs/Section In-charges.
- 22. 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.
- 23. 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.
- 24. The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this office.
- 25. Either party can terminate the agreement by giving 2 months' notice in advance.
- 26. On expiry of the agreement, the agency would withdraw all its' employees and clear their accounts by paying all their dues.
- 27. 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.
- 28. 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.
- 29. 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.

- 30. The service provider shall immediately withdraw/replace such employees who are found not suitable by NIEPMD for any reasons. NIEPMD reserves every right to order the service provider to withdraw/replace/curtail/reduce any number of outsourced employees in all the categories/the working hours of the engagement of any employee supplied by the service provider.
- 31. 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.
- 32. 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.
- 33. The service provider shall submit the bill in triplicate in respect of a particular month in subsequent month. The payment shall be released within 10 days from the date of receipt of bills after statutory deductions at source.
- 34. 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.
- 35. 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.

<b>TECHNICAL BID</b>
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Sl No.	Particulars	To be filled up by the Bidder	
01	Name of Agency		
02	Details of EMD & Tender Fees i) Amount ii) Reference No. iii) Date iv) Bank Detail		
03	Date of establishment of the agency (Certificate of registration to be uploaded)		
04	Detailed official postal address of the agency with i) Telephone number ii) Fax number iii) Website address iv) E-mail id v) Mobile number		
05	PAN Number (copy to be uploaded)		
06	Service Tax Registration number (copy to be uploaded) Give 15 digit Service code number.		
07	EPF registration number (copy to be uploaded)		
08	ESI registration number (copy to be uploaded)		
09	Professional Tax registration number(copy to be uploaded)		
10	Annual Turnover of last three years;   Copy of the IT return/Certified copy of   Audited Balance Sheet from Chartered   Accountant to be uploaded.		
11	Present HR strength of the agency in the country		
12	Whether the agency has been   blacklisted by any Govt. organization.   (Self- certification to be uploaded)		
13	Names & designation of authorized persons eligible to enter into contract. (Power of attorney/Affidavit in favour of person signing the papers to be uploaded)		
14	Name of person to be contacted in the absence of authorized person mentioned above.		

15	List of Major Clients along with details regarding turnover, number of employees and duration of contract to be uploaded.	
16.	Proof of having operation office at Chennai/Tamil Nadu (Refer para.4 of eligibility criteria.)	

#### **DECLARATION**

I hereby certify that the information furnished above is full and correct to the best of my knowledge. We understand that in case of any false declaration, the company will be blacklisted.

Signature of Authorized Signatory with stamp:

Name: Designation: Date: Place:

### PRICE BID FOR ENGAGEMENT OF MANPOWER THROUGH OUTSOURCING AT HQrs. NIEPMD

#### (No price to be filled here for reference purpose only. BOQ available in excel sheet to filled up carefully and uploaded)

Having examined the tender documents, we the undersigned offer to quote the rates towards engagement of manpower through outsourcing at NIEPMD under various categories mentioned in the bid document. We have read and understood all terms and conditions of contract mentioned in Annexure(s) of the Tender document. We are ready to take up the contract as per the terms and conditions and the following rate schedule.

S1	Monthly Salary of the employee fixed	Administrative Charges of the Service provider per month per
No	by NIEPMD (including ESI & EPF,	employee to be supplied (for per person per month)(The administrative
	other statutory deductions, if	charges should be mentioned in AMOUNT (in INR) PER PERSON PER MONTH and
	any)(Rs.)	NOT in percentage) (Rs.) in INR figures & words)
1	9500/-	
2.	10500/-	
3.	12000/-	
4.	13000/-	
5.	14000/-	
6.	15200/-	
7.	18000/-	
8.	20000/-	
9.	24000/-	
10.	27000/-	
11.	35000/- & above	
11.		

#### (All figures in Rupees per month)

Note:

(i) The administrative charges will be the crucial deciding factor for deciding the lowest bidder and award of contract. (ii) The administrative charges should be mentioned in AMOUNT (in INR) PER PERSON PER MONTH and NOT IN PERCENTAGE. (iii) Service Tax as per the applicable rates will be common to all and payable extra.

#### **TENDER SUBMISSION PROCESS**

Interested bidder may submit their quotes by giving all the necessary documents in English or Hindi as specified. The tender must be submitted online through <u>Central Public Procurement Portal e-procurement</u> application only through URL: <u>http://eprocure.gov.in/eprocure/app</u> only. 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, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders 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.

NIEPMD will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer visit any local NIC office or call CPPP 24x7 toll free number 1800-3070-223 or mobile No. 07878007972, 07878007973 for further details about the e-tendering / bidding process.

## "Tender Submitted by any other means or any other website will not be accepted".

#### (E) Payment Details:

The following details should be used for making payment of tender fee:-A/C No. 761297290 Name of Account Holder: Director, NIEPMD Type of Account: Saving Bank Name of Bank: Indian Bank, Kovalam Branch IFS Code: IDIB000K122 MICR Code: <u>600019133</u> Branch Code: 01176 NIEPMD PAN: AABTN4536B