

TENDER Ref .NIEPMD/Admin./Estt./Manpower RFP RCI Exam/2016-17

TENDER DOCUMENT

MANPOWER ENGAGEMENT SERVICE CONTRACT

FOR CONDUCTING EXAMINATIONS UNDER NBER of RCI

THROUGH

**NATIONAL INSTITUTE FOR EMPOWERMENT OF
PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)
(Department of Empowerment of Persons with Disabilities,
MSJ&E, Govt of India)**

East Coast Raod, Muttukadu,
Kovalam Post, Chennai – 603 112 (Tamilnadu)
Phone: 044-27472113, 27472046 Fax: 044-27472389
E-mail: niepmd@gmail.com
Website: www.niepmd.tn.nic.in

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Section-I

**NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS
WITH MULTIPLE DISABILITIES
(NIEPMD)**



**(Department of Empowerment of Persons with Disabilities, MSJ&E,
Govt of India)**

East Coast Road, Muttukadu, Kovalam Post, Chennai – 603 112.

**TENDER NOTICE FOR
MANPOWER ENGAGEMENT SERVICE CONTRACT
FOR CONDUCTING EXAMINATIONS UNDER NBER of RCI
THROUGH NIEPMD, CHENNAI.**

National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), Department of Empowerment of Persons with Disabilities, Ministry of Social Justice & Empowerment, Government of India, East Coast Road, Muttukadu, Kovalam Post, Chennai – 603 112 has been assigned the responsibility of conducting examinations under National Board of Examination in Rehabilitation (NBER) under the Rehabilitation Council of India, Govt of India.

NIEPMD invites sealed tenders under two bid system from eligible firms/companies for providing Manpower engagement services for its office located at the above mentioned address.

The Sealed bidding document (Technical Bid, Financial Bid & along with EMD duly filled and signed) should be addressed to the DIRECTOR at the above mentioned address on or before 28th March 2016 up to 16:00 hrs (Monday). Tender received after stipulated time and date shall be rejected summarily

Cost of Tender Document	: Rs.1000/- only DD in favour of The Director, NIEPMD, Payable at Chennai. (if downloaded tender document the DD should be enclosed alongwith the bidding document)
Earnest Money Deposit:	: Rs. 2,00,000- only DD in favour of “The Director, NIEPMD” payable at Chennai.
Issuance of Tender Document:	: From 03 March 2016 to 25 th March 2016 (Between 1000h and 1600hrs at NIEPMD Office. Can be downloaded from NIEPMD website www.niepmd.tn.nic.in from 03 March 2016 to 25 th March 2016.
Last Date for submission of Tender	: 28 th March 2016 upto 15:00 hrs (Monday)
Date and time of opening of Tender	: 28 th March 2016 at 16.00 hrs (Monday) (Technical Bid)

Director NIEPMD reserves the right to accept / reject any of the Tender(s) without assigning any reason whatsoever and shall be final and binding.

IMPORTANT DATES AND INFORMATION

Sl. No.	FAQ	ANSWER
1	Cost of Tender Document	Rs.1,000/- (Rupees Thousand only)
2	EMD	Rs.2,00,000/- (Rupees two Lakhs Only). Demand Draft should be submitted in favour of "The Director, NIEPMD" payable at Chennai
3	Performance Security Deposit	5% of yearly contract amount by FDR/TDR Should be submitted in favour of "The Director, NIEPMD". (Applicable for successful bidder only)
4	Address and place of Submission of Tender	National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), (Department of Empowerment of Persons with Disabilities) Ministry of Social Justice & Empowerment, Government of India. East Coast Road, Muttukadu, <u>Kovalam Post, Chennai – 603 112.</u>
5	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person to be dropped at the locked tender box kept at the 3 rd Floor of NIEPMD.
6	Last date and time of submission	28 th Mar 2016 upto 1500 hrs
7	Date of opening Technical Bid	28 th Mar 2016 at 1600 hrs (Technical Bid)
8	Date of opening Financial Bids for technically qualified bidder	To be notified later
9	Venue of opening tender	NIEPMD, Chennai (at the above mentioned address)
10	All the bid documents from section-III to X need to be duly signed and sealed. However, the Financial Bid (Section-VIII) will be opened later on.	if signature & stamp in any of the section III to X found missing, the tenderer shall communicate on the same, on the day of opening for acceptance.
11	Duration of contract	One year from the date of awarding of contract
12	Validity of Tender	120 days from the date of opening of tender
13	Total Number of pages of Tender Document	16 pages

TECHNICAL BID SUBMISSION FORM
Letter of Bid
(To be printed preferably on Bidder's letterhead)

To

Dated

The Director
National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD)
(Department of Empowerment of Persons with Disabilities)
Ministry of Social Justice & Empowerment, Govt of India.
East Coast Road, Muttukadu, Kovalam Post, Chennai 603 112.

Ref: Invitation for Bid in respect of Tender Notice, dated 03rd March 2016

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "Manpower engagement Service Contract" for the National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), East Coast Road (ECR), Muttukadu, Kovalam Post, Chennai – 603 112.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security of 5% in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that NIEPMD Chennai is not bound to accept highest ranked bid / lowest bid or any other bid that NIEPMD Chennai may receive.

Yours sincerely,

Authorised Signatory
Bidding Company)
Full Name and Designation

Date :

Place:

Stamp:

CONTACT DETAILS FORM**General Details of Bidder**

1. **Name of the Company**
2. **Name and Designation of Authorised Signatory**
3. **Communication Address**
4. **Phone No. / Mobile No.**
5. **Fax**
6. **E-Mail ID.**
7. **S.T. REGN. NO.**
8. **PAN NO.**

Particular Details of the Bidders Representative:

1. **Name of the Contact Person**
2. **Designation**
3. **Phone No.**
4. **Mobile No.**
5. **E-Mail ID.**

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension, if any and it is certified that the rates quoted are the lowest rates as quoted in any other institution of India.
3. I/We give the rights to the Bureau to forfeit the Earnest Money/Performance Security Deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the manpower services as per the provisions in the tender document/contract agreement.

Signature of the Authorised Signatory

Date:
Place:

Designation:
(Office seal of the Bidder)

GENERAL CONDITIONS

1. For the Bidding / Tender Document Purposes, National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), East Coast Road (ECR), Muttukadu, Kovalam Post, Chennai – 603 112. shall be referred to as ‘Institute’ and the Bidder / Successful Bidder shall be referred to as ‘Contractor’ and / or Bidder or interchangeably.
2. The sealed bidding documents should be dropped in the Tender Box at NIEPMD Chennai office on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing “Technical Bid” and “Financial Bid” and both these two envelopes must be placed in a third envelope super-scribing “Tender for Manpower Engagement Contract Service”. This third envelope should be sealed and delivered to the Director, National Institute for Empowerment of Persons with Multiple Disabilities, Chennai Head Office, Chennai – 603 112.
3. **The tender document may be downloaded from our web site www.niepmd.tn.nic.in. Tender cost is Rs.1000/- to be enclosed while submission.**
4. While all efforts have been taken to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
5. Each page of the Tender documents must be stamped and signed by the person or
6. Authorized persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Bureau. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
7. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
8. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Tender Document cost and the EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**
9. The parties to the Bid shall be the ‘Bidders’ (to whom the work has been awarded) and the National Institute for Empowerment of Persons with Multiple Disabilities, (NIEPMD) Chennai.
10. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post the Director, National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), East Coast Road, Muttukadu, Kovalam Post, Chennai 603 112. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

(Signature)

(Stamp)

Section-V

11. No request for transfer of any previous deposit of earnest money or Performance Security Deposit or adjustment against any pending bill held by NIEPMD in respect of any previous work will be entertained.
12. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or back out after quoting the rates, the EMD will be forfeited without any further notice to the tenderer.
13. Validity of the Bids: The quoted bids shall have the validity for a period of 120 days from the date of opening of the tenders.
14. Opening of Tender: The tenderer either himself or may authorize any person to be present at the time of opening of the tender. The person attending the opening of the tender on behalf of the tenderer should bring with him a letter of authorization as proof.
15. Right of Acceptance: The Director, NIEPMD reserves all rights to reject any or all tenders without assigning any reason.
16. Communication of Acceptance – Successful bidder shall give acceptance within 10 days from the date of receipt of the work order, failing which, the work order issued stands cancelled and the EMD will be forfeited. Further, the successful bidder shall pay an amount of 5% yearly contract amount towards Performance Security which will be adjusted from the EMD.
17. Disclaimer: The near relatives of employees of the NIEPMD are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a. Members of a Hindu Undivided Family.
 - b. Their Spouse.
 - c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
18. Corrigendum/Amendment to the tender will be effected if required.
19. The tenderer shall bear all cost associated with preparation and submission of tender form.
20. The bidder shall submit the tender form legibly in English and attach copies wherever required.
21. Bidders sending their bids through courier/ by Speed post/by Person should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/Speed Post/by Person shall be granted.
22. The Technical Bid will be opened on in the said date and time at our office. If the said day happens to be a closed day due to untoward incident, the Technical Bid will be opened, on the next working day.

Section-V

23. The agencies who qualifies the Technical bid shall be called for next meeting for opening of Financial Bid for which the date, time and venue will be intimated to the qualified agencies separately.

24. The bidder or the authorized person of the bidder are allowed to take part in the financial and technical bid opening meeting and they are required to sign the attendance.
25. Absence of bidder or representative shall not impair legality of the opening tender procedure.
26. After opening of Technical bid and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that, the bidders meets the eligibility criteria as specified in the tender document.
27. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. Any request for clarification and the response shall be in writing only. Written clarifications issued by the Institute will only stands valid for all the purpose.
28. If a bidder does not provide clarifications of its bid by the date and time set by the Institute, their bid may be rejected.
29. The successful bidder shall enter in to contract and the authorized signatory shall execute and sign the contract agreement in accordance with the article agreement and general conditions and provisions contained in the tender document before commencement of service.
30. Financial bid will be opened for the qualified technical bidders.
31. 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 and binding in all regards

Date:

Place:

**(Name and Signature of Tenderer
with stamp of the firm)**

MINIMUM ELIGIBILITY CRITERIA

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**
2. Tender document Cost Rs.1000/- and Bid Security (EMD): EMD for Rs. 2,00,000/- (Rupees Two lakhs only) are to be submitted along with the tender document only in the form of Demand Drafts drawn in favour of “The Director, NIEPMD” Payable at Chennai. The tenderer should mention the name of the firm on the reverse side of the DDs.
3. The agency shall be a Limited Company or a Private Limited Company registered under the companies Act 1956/partnership firm or a proprietorship. **For proof, self-attested/attested copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies may be submitted.**
In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice. The Bidder should have a valid PAN issued by the Income Tax department. Bidder shall have valid Service Tax Registration.
4. The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation. Attested copies of relevant latest document in this regard should be attached in the tender document.
5. The agency should have minimum five (05) years experience in providing Manpower engagement services consecutively in the Government departments / Public sectors (Central or State) / Private limited company at the time of submitting the tender. Attested copy of relevant latest document in this regard should also be attached in the tender document
6. The average annual turnover of the bidder for the last three years shall be atleast Rupees ten crores. Turnover should be in the business of outsourcing of pure professional manpower. The portion of turnover pertaining to house keeping / facility management shall not be considered. Copy of the IT Returns or audited balance sheets and the copies of work orders/contract documents in support of the this should be enclosed.
7. **Income Tax Return of the company/firm /proprietor for the last three years should be enclosed. Audited Statement of Accounts of the company/firm for the last three years audited & certified by a Chartered Accountant should be enclosed.**
8. **Service Tax Return of the Company/firm for the last three years should be enclosed.**
9. **EPF (monthly return) for the preceding 3 (three) months should be attached.**

Date:

Place:

**(Name and Signature of Tenderer
with stamp of the firm)**

Section-VII

TECHNICAL BID DOCUMENT

Mandatory details to be provided with seal & signature else tender will be rejected summarily.

Sl. No.	Particulars	***
1	Name of the Tenderer/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm)	Copies shall be enclosed
2	EPF Registration No Document of Monthly Return submitted for the Last three months	Copies shall be enclosed
3	ESI Registration No., if applicable	Copies shall be enclosed
4	Present Employers certificate	Copies shall be enclosed
5	<p>Experience Certificate from existing employer/past employer Experience certificate should be enclosed for five years.</p> <p>Annual Turnover of last three financial years (i.e., 2012-13, 2013-14, 2014-15) Copy of the IT Returns or audited balance sheets and the copies of work orders/contract documents in support of this should be enclosed.</p> <p>Note : The average annual turnover of the bidder for the last three years should be atleast Rupees Ten crores. Turnover should be in the business of outsourcing of pure professional manpower. The portion of turnover pertaining to housekeeping / facility management shall not be considered.</p>	Copies shall be enclosed
6	Income Tax Return for the Past three years & audited statement for the past three years	Copies shall be enclosed
7	Service Tax Return for the past three years	Copies shall be enclosed
8	DD for Rs.1000/- as cost of tender document & DD for Rs.2,00,000/- as EMD (both drawn in favour of Director, NIEPMD) Payable at Chennai.	No.....dt.....
9	All the bid documents from section-III to X need to be duly signed with seal. However, the Financial Bid (Section-VIII) will be opened later on.	if signature & stamp in any of the section III to X found missing, the tenderer shall communicate on the same for acceptance.

Date:

Place:

(Name and Signature of
Tenderer
with stamp of the firm)

Section-VIII

FINANCIAL BID DOCUMENT

(to be submitted separately in sealed envelope)

The agency willing to provide the manpower service shall give only the service charge (administrative expenses) for one manpower for a month as follows and they should not quote Basic Pay, DA, EPF, ESI etc,

S/No	Name of the post to be engaged through outsourcing agency	No of positions	Monthly Salary of the employee before deduction of Employees contribution for EPF & ESI	Essential & Desirable Qualification (EQ/DQ) and Experience required	Statutory obligations of employer per month			Total Salary including statutory obligations. (Total of figures in columns 2,3,4,5)	Administrative Charges of the Service provider (to be quoted in lapsum) (in Rupees Per person per month)	Service Tax payable as per existing rates.	Total cost to NIEPMD (per month)
					EPF	ESI	Bonus				
1.	Assistant Controller of Examination	1	30,000/-	EQ: M.Ed. Special Education DQ: Post Graduation. 03 years relevant experience.							
2.	Assistant Registrar - Registration & Exams	1	25,000/-	EQ: PG/ MED Spl Edu or PG with B.Ed / D.Ed/ Diploma and 02 years relevant Experience. DQ: M.Ed Special Education							
3.	Assistant Registrar – Evaluation & Certificates	1	25,000/-	EQ: PG/ MED Spl Edu or PG with B.Ed / D.Ed/ Diploma and 02 years relevant Experience. DQ: M.Ed Special Education.							

4.	Jr Programmer (Computer)	1	20,000/-	EQ: Diploma in CS/IT/PGDCA/BCA and 02 years of experience in developing / programming/working with customized/open source examination/academic related software.							
5.	Accountants	1	18,000/-	EQ: B.Com with Tally and 02 yrs of relevant Exp. DQ: M.Com							
6.	Programme Assistant – Registration	2	18,000/-	EQ: Any Degree with Typing (Lower/Higher) and Computer Typing Skill and 02 yrs relevant experience.							
7.	Programme Assistant – Examination	2	18,000/-	EQ: Any Degree with B.Ed. / Diploma in Spl Education. Computer/Typing Skill and 02 yrs of relevant experience							
8.	Programme Assistant – Evaluation	2	18,000/-	EQ: Any Degree with B.Ed. / Diploma in Spl Education. Computer/Typing Skill and 02 yrs relevant experience.							
9.	Programme Assistant – Certificates	2	18,000/-	EQ: Any Degree with Typing (Lower/Higher) and Computer Typing Skill and 02 years' relevant experience.							
10	Attendant/ Multi Task Staff	3	10,000/-	10 th / 12th Pass. Experience in working with Photostat/computers/dak receipt and delivery/ postal works/ etc.							

Note:

Mandatory requirement such as Consolidated Pay/Honorarium as fixed and defined by NIEPMD, EPF, ESI etc. at par with Government Notifications shall be paid to the contractor along with the “Administrative charges”. The quoted “Administrative charges” shall not be revised at any cost during the contract period. The lowest bidder will be decided based on the quoted Administrative charges only.

Having examined the tender documents, we the undersigned offer to quote the rates towards engagement of support staff under the categories mentioned in the bid document. We have read and understood all terms and conditions of the contract and we are ready to take up the contract as per the terms and conditions. Further, we understand that Mandatory requirement such as Consolidated Pay/Honorarium as fixed and defined by NIEPMD, EPF, ESI etc. at par with Government Notifications shall be paid to every employee supplied by the contractor/manpower agency to NIEPMD.

The Contractor/manpower agency shall claim the recoupment every month along with the “Administrative Charges” as per the contract agreement duly enclosed the Proof of payment of consolidated pay/honorarium of the every employee/manpower employed by the agency at NIEPMD, Original receipts in support of EPF, ESI remittance to every employee/manpower employed by the agency at NIEPMD and upon verification of the documents and certification by the Concerned Officer nominated for this purpose by NIEPMD.

The monthly consolidated pay/honorarium 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.**

Date:

Place:

Tenderer

(Name and Signature of

with stamp of the firm)

Section-IX

Details of Qualifications - Essential & Desirable, Experience required for the manpower to be engaged through manpower outsourcing agencies for NBER at NIEPMD Chennai.

Sl. No	Post	No of positions	Consolidated salary in Rs.	Essential & Desirable Qualification (EQ/DQ) and Experience required
1.	Assistant Controller of Examination	1	30,000/-	EQ: M.Ed. Special Education DQ: Post Graduation. 03 years relevant experience.
2.	Assistant Registrar - Registration & Exams	1	25,000/-	EQ: PG/ MED Spl Edu or PG with B.Ed / D.Ed/ Diploma and 02 years relevant Experience. DQ: M.Ed Special Education
3.	Assistant Registrar – Evaluation & Certificates	1	25,000/-	EQ: PG/ MED Spl Edu or PG with B.Ed / D.Ed/ Diploma and 02 years relevant Experience. DQ: M.Ed Special Education.
4.	Jr Programmer (Computer)	1	20,000/-	EQ: Diploma in CS/IT/PGDCA/BCA and 02 years of experience in developing / programming/working with customized/open source examination/academic related software.
5.	Accountants	1	18,000/-	EQ: B.Com with Tally and 02 yrs of relevant Exp. DQ: M.Com
6.	Programme Assistant – Registration	2	18,000/-	EQ: Any Degree with Typing (Lower/Higher) and Computer Typing Skill and 02 yrs relevant experience.
7.	Programme Assistant – Examination	2	18,000/-	EQ: Any Degree with B.Ed. / Diploma in Spl Education. Computer/Typing Skill and 02 yrs of relevant experience
8.	Programme Assistant – Evaluation	2	18,000/-	EQ: Any Degree with B.Ed. / Diploma in Spl Education. Computer/Typing Skill and 02 yrs relevant experience.
9.	Programme Assistant – Certificates	2	18,000/-	EQ: Any Degree with Typing (Lower/Higher) and Computer Typing Skill and 02 years' relevant experience.
10.	Attendant/ Multi Task Staff	3	10,000/-	10 th / 12 th Pass. Experience in working with Photostat/computers/dak receipt and delivery/ postal works/ etc.

Note: All officials hired in NBER project will be required to communicate with Co-ordinator/ Faculty / Students across the country in English/Hindi.

Mandatory requirement such as Consolidated Pay/Honorarium as fixed and defined by NIEPMD, EPF, ESI etc. at par with Government Notifications shall be paid to every employee supplied by the contractor/manpower agency to NIEPMD.

The Contractor/manpower agency shall claim the recoupment every month along with the “Administrative Charges” as per the contract agreement duly enclosed the Proof of payment of consolidated pay/honorarium of the every employee/manpower employed by the agency at NIEPMD, Original receipts in support of EPF, ESI remittance to every employee/manpower employed by the agency at NIEPMD and upon verification of the documents and certification by the Concerned Officer nominated for this purpose by NIEPMD.

GENERAL TERMS AND CONDITION**FOR PROVIDING HIRING MANPOWER ON CONTRACT BASIS**

1. **All personnel provided for the Manpower engagement service shall be governed by the terms and conditions for engagement of manpower as decided by NIEPMD. EPF and ESI and all statutory recovery & remittance shall be fully taken care by the Contactor/manpower service provider,**
2. Working hours would be normally 08 hours per day from 09.00 am to 05.30 pm. However, in exigencies of work, they may be required to sit late and may be called on Saturday, Sunday & other gazetted holidays also. There shall be no over time, compensatory off etc., and for absents from duties, necessary deductions shall be made from the monthly bills.
3. The contractor shall liable to pay, the monthly wages on or before 05th of succeeding month to his deployed Manpower engagement services personnel in accordance to applicable fixed honorarium/consolidated pay.
4. The contractor shall strictly observe and adhere the following from their deployed Manpower engagement services personnel:
 - a. Are punctual and arrive at least 10 minutes before start of their duty time. Late attendance for more than 10 minutes will attract necessary deductions.
 - b. Perform their duties with utmost honesty and sincerity.
 - c. Extend respect to all Officers and Staff of the office of NIEPMD.
 - d. Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - e. Will not gossip or chit chat while on duty
 - f. Will never sleep while on duty post.
 - g. Will not read newspaper or magazine or watching websites while on duty.
 - h. Will immediately report to their respective reporting officer any untoward incident/ misconduct or misbehaviour.
 - i. Do not entertain visitors.
 - j. Shall not smoke in the office premises.
5. It is the sole responsibility of the deployed Manpower engagement services personnel to execute the assigned work perfectly and neatly. If any damages are caused to NIEPMD's assets while discharging the duty, suitable amount will be deducted from the contractor's monthly payment.
6. The contractor shall follow the instruction of NIEPMD from time to time in discharging the duty every day.
7. NIEPMD shall have the rights to remove any deployed Manpower engagement services personnel from the duty who is considered to be undesirable and for the same suitable replacement shall be made immediately by the manpower agency.
8. The contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower engagement services work in accordance to the schedule of work.

Section-X

1. The contractor shall issue photo-identity cards to his personnel deployed in the building for performing duty, which will be signed by him and displayed by them on their person while they are in the premises of NIEPMD. The ID Cards must display the logo and full address of the service provider apart from the basic details of the employee.
2. All necessary reports and other information shall be supplied immediately by the contractor as and when required by NIEPMD and at regular meeting will be held with NIEPMD
3. The contractor shall employ any person, but should be a blend of various categories viz., SC, ST, OBC, Persons with disabilities (VI, HH & PH) and UR. They employee deployed by the service provider/contractor should be sound in health in carrying out the duty and should not have infected diseases. The contractor has to submit the copies of proof of Category, Qualifications of every employee duly certifying that the Originals are verified and the documents are genuine.
4. The contractor shall not subcontract the assigned work to any other agencies.
5. NIEPMD shall comply with and fulfil the recommendations (if any), if deemed necessary by the Institute, made in writing by the Contractor in connection with the performance of the services. NIEPMD shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the assigned services as soon as possible after the Institute becomes aware of them.
6. If required amendment to the contract shall be effected from time to time in accordance to Government notifications or otherwise.
7. The contractor shall raise the invoice/Bill before 07th of the succeeding month for the payment. TDS/Service Tax etc. are to be deducted at source from the monthly claim/bill of the contractor, as admissible under the rules.
8. All the payments to the contractor by NIEPMD shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India guidelines from time to time.
9. Terms of payment of honorarium/consolidated pay etc. once decided at the time of the award of the contract and included in the agreement shall not be subject to revision except that payment on account of enhancement is notified by NIEPMD in writing to the contractor and agreeable by both the parties. However, the Administrative Expenses will remain unchanged during the entire contract period.
10. Administrative Service charge (Bid Value) claimed for providing Manpower engagement services contract shall not be raised at any cost during the contract period for any reason, force majeure etc.
11. On expiry of the contract, such portion of the said Performance Security Deposit may be considered by NIEPMD sufficient to recover any incorrect or excess payments made on the bills to the firm, shall be retained until the final bill is settled.

12. In case of any accident caused to the Manpower engagement services personnel during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard and NIEPMD management will not take any responsibility in this regard.
13. The Service provider shall engage such number if required employees as required by NIEPMD, Chennai from time to time. The salary to all employees shall be paid by the contractor on or before 05th of every month and shall submit the bills for reimbursement from NIEPMD.
14. 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.
15. The personnel engaged by the service provider shall be polite, cordial, positive and efficient while handing 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 fully responsible for any act of indiscipline on the part of persons deployed by them.
16. The service provider shall make sure that the employees deployed by them shall decently display photo ID cards 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.
17. The monthly consolidated pay/honorarium 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.
18. 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.
19. 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 provider and it shall be the duty of the service provider shall be the wholly responsible for compliance of statutory obligations such as EPF, ESI, BONUS, etc...
20. There shall be no master & servant relationship between the employees of the service provider and NIEPMD, Chennai on any account.
21. The employees of the service provider shall not claim any benefit/compensation/absorption/regularization of service from the Executive Council/DEPwD, MSJ&E/ Director, NIEPMD under any statutory provisions.

22. The transportation, food, Medical and statutory requirement in respect of each employee of the service provider shall not be the responsibility of NIEPMD.
23. 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.
24. NIEPMD. Chennai shall not be liable for any loss, damage or theft of any personal belongings, equipment or vehicles of the employees engaged by the service provider.
25. 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.
26. On expiry of the agreement, the agency would withdraw all its' employees and clear their accounts by paying all their dues under the contractor's own risk and cost.
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 arrangement and administration / organizational matters.
30. The service provider shall immediately withdraw/replace such employees who are found not suitable by NIEPMD for any reasons.
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 shall be contactable at all times and message sent by phone/e-mail/fax/special messenger from NIEPMD should be promptly responded to in fulfilment of the contract from time to time.
33. 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.

section-X

34. The contract shall be for a period of one year from the date of awarding of contract service and the same shall be extended for further period of two years with same rates and Terms &

Conditions subject to mutual consent between NIEPMD and Contractor and satisfactory performance by the contractor each year.

35. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed at the rate of 10% of the contract value per month.
36. The contract may be terminated by either parties by giving Three month notice in writing.
37. The contract may be terminated by NIEPMD by giving notice in writing to the Contractor, if in case of serious negligence or serious breach of any of the terms and conditions of the contract by the contractor, and the Institute is of the opinion that any further continuance of the contract is not in the interest of the Institute, then the Institute shall have the right to terminate the contract without assigning any reason thereof, or without giving any notice, and any amount payable by NIEPMD as well as the performance security is liable to be forfeited.
38. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by NIEPMD in accordance with the provisions of the Arbitration and Reconciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Chennai and the decision of the arbitrator shall be final and binding on both parties.
39. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Chennai
40. Indemnification: That the contractor shall keep NIEPMD, Chennai indemnified against all claims whatsoever in respect of the manpower deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever it will be the primary responsibility of the contractor will be to contest the same. In case NIEPMD is made party and supposed to contest the case NIEPMD will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to NIEPMD on demand. Further, the contractor shall ensure that no financial or any other liability comes on NIEPMD in this respect of any nature whatsoever and shall keep NIEPMD indemnified in this respect. The contractor shall further keep the NIEPMD indemnified against any loss to the NIEPMD property and assets. The NIEPMD shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

Date:

Place:

**(Name and Signature of Tenderer
with stamp of the firm)**



NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)
(Department of Empowerment of Persons with Disabilities, MSJ&E, Govt of India)

East Coast Road, Muttukadu, Kovalam Post, Chennai – 603 112.

**Tender Notice – Outsourcing of Manpower for conducting examinations under
NBER of RCI**

Sealed tenders are invited for providing professional manpower for conducting examinations under NBER of RCI through NIEPMD in two bid system i.e. (i) Technical bid (ii) Financial bid from reputed Manpower Outsourcing Agencies with experience in providing purely professional manpower/employees to reputed institutions and who has proven track record with an annual turnover of not less than Rupees Ten Crores for last three years. Agencies specialized in Housekeeping/ Facility Management shall not be considered.

The tender document can be purchased from NIEPMD at above address. The tender document can also be downloaded from our website www.niepmd.tn.nic.in and submitted along with the tender cost in the form of DD for Rs.1000/- drawn in favour of Director, NIEPMD, payable at Chennai.

Last Date for sale of Tender Document	1600 hrs on 25 th March 2016
Cost of Tender document	Rs.1000/-
Last Date, Time & place for Submission of Tender Document	28 th March 2016 upto 15.00 hrs. Tender Box at NIEPMD
E M D	Rs.2,00,000/- (Rupees two lakhs) by DD in favour of Director, NIEPMD.
Date & Time of Opening of Tender Documents (technical bid)	28 th March 2016 at 16.00 hrs (Technical Bid)

Tele:0444/27472046, 27472113: Telefax:27472389 E-Mail: niepmd@gmail.com

Sd/-

DIRECTOR