

National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan

Dept. of Empowerment of Persons with Disabilities, MSJ&E, Govt. of India ECR, Muttukadu, Kovalam Post, Chennai 603 112, Tamil Nadu

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



Website: <u>www.niepmd.tn.nic.in</u> E-mail: <u>niepmd@gov.in</u>

NIEPMD/Pur4 (71)/Housekeeping/2024-25

28<sup>th</sup> June 2024

### TENDER NOTIFICATION

### (Through GeM portal only)

The Director, NIEPMD, Chennai invites tender from eligible bidders through the GeM portal in two bid system (**Part 'A' Technical Bid and Part 'B' Commercial Bid) in LCS (Least Cost Selection) format** from reputed Housekeeping and other man power service providers to provide Housekeeping and other manpower services for various categories at NIEPMD & Its other Campuses in Tamilnadu as per Ministry of Labour & Employment, Office of The chief Labour Commissioner (C), New Delhi minimum wages fixed. Service charges to be quoted **in percentage**.

### Tender Schedule

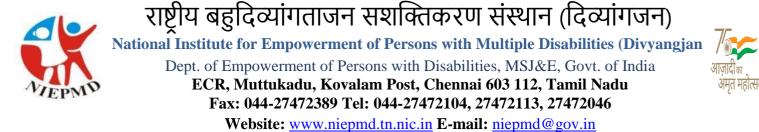
Downloading of Tender documents from GeM portal	As per GeM Bid
Last date for tender enquiry	As per GeM Bid
Pre-Bid meeting	As per GeM Bid.
(It is mandatory to attend the pre-bid meeting.	
Bidders not attending the pre-bid meeting will	
not be considered for evaluation.)	
Tender submission last date and time	As per GeM Bid

Sd/-Deputy Registrar (Admin) 28 June 2024 Sd/-Director 28 June 2024

Mandatory Pre-Bid Meeting: 10<sup>th</sup> July 2024 11.00 AM Hybrid Mode. For Attending Physically: "3<sup>rd</sup> Floor, NIEPMD, ECR Muttukadu, Kovalam (Post), Chennai – 603112. For Attending Virtual Mode: Google Meet Link: <u>https://meet.google.com/viy-atfz-xhw</u>

"Bidders who has submitted EMD in response of previous Bid No. GEM/2024/B/4683019, need not to submit the EMD again. Upload payment receipt for consideration. Non-uploading of receipt will result in rejection of bids. EMD Exemptions as per Govt. orders."

### Published on GeM Portal Vide GeM Bid No. GeM/2024/B/5108234 Dated: 29/06/2024



28<sup>th</sup> June 2024

### Terms and conditions

- **1**. The bid documents should be uploaded in GeM portal only on or before the due date.
- 2. The tender bid should be valid for **60 days** from the due date. **NIEPMD, Chennai will not** take any responsibility for any technical issues.
- 3. Earnest Money Deposit (EMD): Rs. 10,00,000/- (Rupees Ten Lakhs only) EMD shall be paid through NEFT/RTGS only to NIEPMD account as per details mentioned in tender document. Payment receipt to be uploaded with technical bid. The tenders without EMD shall be summarily rejected. No Interest will be paid on this EMD Deposit. All statutory rules as applicable for EMD shall be followed. EMD Exemptions for MSE, Startups, categories of Sellers mentioned in GeM General Terms and Conditions (GTC) shall however, be exempted from furnishing Bid Security (EMD). Bidders deposited EMD in response of previous tender notification need not to pay again, however payment receipts must be uploaded for consideration.
  - a. The EMD shall not bear any interest and will be refunded to
    - i. Successful Bidder on receipt of Bank Guarantee/Security Deposit.
    - ii. Unsuccessful Bidders upon finalization of the contract and award of contractto Successful Bidder.
    - iii. All the Bidders if the tendered service is cancelled or retendered.
- 4. The tender documents and all correspondence's relating to the bid should be in **Hindi or English language only.**
- 5. The tenders submitted without relevant information asked for are summarily rejected.
- 6. Any tender which proposes any alterations to any of the conditions laid down or proposes any other conditions of any description whatsoever shall be summarily rejected.
- 7. The accepting officer reserves the right to place the order as a whole or part of any services only as deemed fit.
- Any addendum or Corrigendum pertaining to tender will be uploaded on our website and GeM portal. Bidder must refer to our website for addendum or corrigendum if any, before submitting the Technical Bid / Price Bid.
- 9. The Initial duration of the contract will be for One year. The contract may be extended to further years based on the performance, as per tender terms and conditions.
- 10. Price Bid: Tender bids without price bid will be rejected. Price Bid should be Annual Contract for House Keeping and other Services at NIEPMD campus. Only Service charges has to be quoted in percentage inclusive of all taxes as applicable. The minimum service charges for procurement of manpower services has been revised to 3.85% inclusive of transaction charges. Such charges



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should not exceed 07% including transaction charges in any case. Charges quoted more than 07% should be with proper justification and accepting such charges will be on discretion of Director NIEPMD.

- 11. Any information / clarifications required by the Bidder can be obtained from NIEPMD Purchase Depart number 044-27472113 Extn. 413 only during working hours on any working day till the date of submission of Technical Bid and for the pre-bid clarification obtained by mailing to <u>niepmd@gmail.com</u> & cc to <u>asponiepmd@gmail.com</u>.
- 12. Any clarifications required by the Bidder related to Financial Bid can be obtained before the date of submission of the financial bid through GeM Portal.
- 13. If a bidder finds any discrepancies or omissions in any of the Technical Bid Documentsor should be in doubt as to their meanings shall alone address the authority inviting the tender for clarification. Every endeavor is made to avoid any error which can materially affect the basis of the tender, but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 14. Notice inviting Tender issued, any corrigendum / addendum issued, minutes of the Pre-Bid Meeting, replies given to clarifications raised by the bidders will form part of the Tender Document.
- 15. The work is estimated to be around Rs. 02.50 Crores (Rupees Two Point Five Crores only) per annum as per present rates of minimum wages as per Central Govt. minimum wages act.
- 16. The Agency should be registered with appropriate Statutory Authority at Chennai / Tamilnadu and have at least 05 years' experience in providing similar services to Government / Semi-Government / Public Sector / Private Organization/ Multi-National Companies/ Hospitals as on date of bid starting. Self-Attested copies of Experience Certificates must be enclosed. Any exemptions in experience will be as per norms. MSE & Startups are exempted from previous experience.
- 17. The bidder should have minimum annual financial turn-over of Rs.10 Crores (Ten Crores) or above during the last three financial years. Audited balance sheet with profit & loss account of last 03 financial years (2020-21, 2021-22 & 2022-23) duly authenticated by a Chartered Accountant/ Cost Accountant in India should be uploaded with technical bid. The net worth of the Bidder firm should not be negative as on 31st Mar 2023 and also should have not eroded by more than 20% (Twenty percent) in the last three years, ending on 31st Mar 2023. MSE, Startups & any other Govt. approved Turnover exemptions will be as per norms.
- 18. The bidders have to remit EMD as per General Terms & Condition of GeM & is compulsory for the bidders such as State / Central Government / Statutory Bodies / Undertakings etc.
- 19. Micro & Small Enterprises who are Service Provider of the Primary Service Category and whose



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credentials are validated online, through Udyam Registration/ Udyog Aadhaar and Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP), shall be exempted from EMD payment, Minimum Turnover, previous performance & Experience.

#### 20. The Earnest Money Deposit shall be forfeited:

- A. If the bidder withdraws from the Tender after tender opening during the period of tendervalidity;
- B. In the case of a successful bidder, if the bidder fails within the specified time limit to (2) Sign the A successful and (2)
  - (a) Sign the Agreement; and/or
  - (b) Furnish the required Bank Guarantee / Security deposit; and/or
  - (c) Deploy the required Housekeeping & other Personnel.

#### 21. RETURN OF EMD:

#### A. Unsuccessful Bidders:

The Earnest Money Deposit (EMD) will be returned to the unsuccessful bidders through RTGS/NEFT after the issue of Work Order to the successful bidder.

#### B. Successful Bidder:

- EMD of the successful bidder will be returned on submission of the necessary Bank Guarantee (Security Deposit) with 3% (or as applicable) of the value of work order valid for a period of 01 years plus two months within 10 days after the receipt of work order.
- In the case of extension of the contract for a further period as per term of GeM Bid, a separate Bank Guarantee should be submitted each year at 3% (or as applicable) of the contract value of that particular year.
- Contract value for the subsequent year subject to extension of contract will be arrived at considering the increase in the wages for that period as per the Government of India Notification. The Bank Guarantee submitted for the first year will be returned to the bidder immediately after submission of the Bank Guarantee for the further year.
- 22. In case, the bidder, after quoting, withdraws from the tender or refuse/delay in commencing the work before finalization of the tender, the EMD will be forfeited.
- 23. In case the bidder stops the work abruptly the security services, the Bank Guarantee Submitted will be forfeited.
- 24. Release of final payments and retention monies (if any) outstanding on the expiry or Completion of the contract including extended period shall be subject to the Bidder furnishing satisfactory proof of redeployment or retrenchment, as the case may be, of employees who were deployed by the Bidder pursuant to the contracts to work within the premises of NIEPMD.
- 25. No interest will be paid on any deposit made by the bidder.
- 26. The financial bids of only technically qualified bidder(s) will be opened.
- 27. Incomplete details of the technical bids will be rejected summarily.
- 28. Non-compliance of any of the conditions set forth herein above will result in the tender being rejected.



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- 29. Bidders shall not contact the Client on any matter relating to their bids from the time of opening of the Technical Bid till the contract is awarded. If a bidder wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated. Any effort by the bidder to influence the Client in the Client's Proposal evaluation, Proposal Comparison or Contract Award Decisions may result in the rejection of the bidder's Proposal.
- 30. The successful bidder is requested to enter into an agreement within 15 days on the e- stamp paper as per the format which will be provided. The value of the e-stamp paper will be intimated after the award of work to the successful bidder.
- 31. The nature of the tender is Two Bid System i.e. Technical Bid and Financial Bid. The rates are to be quoted in the Online Closed Financial Bid, as per the system provided in GeM portal.

Note: The rates (i.e. percentage number) are to be quoted only online. The hard copy of the Financial Bid containing the rates will be summarily rejected.

- 32. The Technical Bid Document, Financial Bid Document, Minutes of the Pre-Bid Meeting, Corrigendum and any other documents which form part of the Tender Document shall be signed by the same person with the same seal.
- 33. The Director NIEPMD reserves the right to reject any or all the tenders without assigning any reasons therefore and the Director's decisions shall be final and binding on all the bidders.
- 34. None of the terms and conditions of the bidder shall be applicable to the service contemplated hereunder, irrespective of it being attached to any documents to be provided to NIEPMD. Such exercise shall have no meaning and binding effect unless the same is accepted by NIEPMD in writing.
- 35. Any dispute arising out of this will be subject to the jurisdiction of the Court in Chennai.

## TECHNICAL BID CONDITIONS OF ANNUAL CONTRACT FOR SECURITY SERVICES AT NIEPND, MUTTUKADU, KOVALAM, CHENNAI - TAMILNADU

The Bidders are requested to submit the following in the 'TECHNICAL BID.

- 1. Essential Criteria:
- A. The bidder should have contracts of employing minimum of 150 House Keeping and other Services personnel during last five years (Multiple contract) from reputed Private / Government Organization. Satisfactory certificate must also be enclosed in respect of the contract. The Technical Bids of those bidders who do not satisfy this condition will be summarily rejected.
- B. **Financial position:** The bidder should have annual financial turn-over of Rs.10 Crore (Ten Crore) or above during the last three financial years. (enclose copies of Audit Report certified by Charted Accountant).



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- C. The bidder should have the valid Labour License. Copy of the same should be submitted along with Technical Bid if available.
- D. **ESI & EPF Registration Copies:** Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration. The bidder must be registered under PF Act, ESI Act and Shops & Establishments Act. Copies of registration papers along with the code numbers attached to the bidder/company should be provided. The copies of the same should be furnished along with the Technical Bid. Bidders failing to provide any document shall summarily be rejected.
- E. **Copy of Registration with Labor Commissioner:** The vendor should submit the copy of the Central/State Registration Certificate after award of contract.
- 2. After submission of the Technical Bid, the supporting documents will be verified for satisfaction of Essential Criteria. The Bid Documents of only those bidders who satisfy all the requirements of Essential/Eligibility Criteria will be evaluated as per the statement.
- 3. Customer Feedback (independently verified) regarding the bidders shall be given due consideration during the technical evaluation of the bids.

### 4. Eligibility Criteria:

- **a.** The bidder should have experience in the said work and shall submit the documentary evidence for the same as mentioned below, <u>failing which the bidder will not be qualified for the Technical Bid / Offer.</u>
- b. Notwithstanding anything stated in the tender document, NIEPMD reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of NIEPMD and the decision of NIEPMD in this regard shall be final and binding.
- c. Technical Bid Evaluation and Selection Criteria:

**<u>Bidders who fulfill essential criteria</u>** will be evaluated based on the following as per LCS parameter:

S.	Criteria	Conditions & Score	Max.	Remarks/ Documents for
No.			marks	submission
				of technical bid
1		Average Turnover		Firm turnover is defined as the
		Rs. 10.00 Crore - 05 Marks		average turnover of firm over the
		(Mandatory)	10	last 3 years. Chartered
		Above 10 Cr & Up to 15 Cr:		Accountant verified/ audited
		08 Marks.		turnover statements to be furnished
		Above 15 Cr: 10 Marks		as proof for the same.

### All the Experience should be related to House Keeping and other Services as per TENDER



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2	Human resource deployed during last 05 Years	Minimum 150 human resource – <b>05</b> Marks Above 150: 10 Marks	10	Human resource deployed during 05 years will be all engaged staff on the books of the firm during the period through different contracts. on the date of the release of the tender. Duly CA audited statement of roll for the all year to be submitted as part of the technical bid.
3	Bank Solvency certificate	Solvency up to 30 Lakh – <b>15</b> marks More than 30 and up to 50 Lakhs – 18 Marks Above 50 Lakhs - 20 marks	20	banker's solvency Certificate as per Appendix-IV from any nationalized/ scheduled bank to uploaded as proof. Original certificate will be produced on demand.
4.	Experience in years for Providing Housekeeping manpower & Other Manpower	Minimum 05 years (Mandatory) – <b>05</b> Marks Above 05 Years & Up to 06 Years: 07 Marks Above 06 Years: 10 Marks	10	Experience means: Firm has working experience in Human resource Outsourcing <i>in</i> <i>Government/ PSU</i> <i>Clients/International</i> <i>organization/Corporate</i> <i>Organizations</i>
5.	Currently running projects	Up to 02 Projects: <b>15</b> Marks 03 to 05 Projects: 18 Marks Above 05 Projects: 20 Marks	20	Working as Human resource outsourcing agency at Reputed State/ Central Govt. Institutions/PSU/ Corporate.
6.	GeM Star Rating	Performance Star Rating in GeM – 4: <b>05</b> Marks 4.5 & above: 10 Marks	10	Screen shot to be submitted
7.	Work Quality and legal compliance	Very Good / Good (Satisfactory)	10	Very Good – <b>10</b> Marks, Good-5 Marks
8.	Response and Support	Very Good / Good (Satisfactory)	10	Very Good – <b>10</b> Marks, Good-5 Marks

- 5. The technical bid document submitted by the bidders will be evaluated on a maximum of 100 marks. Against this technical marking, only those bidder's financial bids who secure 60 marks or more shall be considered for further process. Micro & Small Enterprises who are Service Provider of the Primary Service Category and whose credentials are validated online, through Udyam Registration/ Udyog Aadhaar and Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP), shall be given full score in the criteria of experience, and Average annual turnover.
- 6. Minimum cut-off Marks for qualifying in Technical Bid 60 marks out of 100 marks
  - Customer Feedback: The bidders should send the references of minimum three clients (As per the Statement given in Proforma- G): The evaluation will be done on the following criteria:

Sl. No	Particulars	
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1Work Quality and legal compliance2Response and Support

## Only those bidders who satisfy all the above Essential Criteria will be considered forfurther processing.

8. The bidders shall coordinate for the site visit of their qualifying works with their clients. NIEPMD will visit the sites of any two of the three clients of the bidder.

### 9. Other Conditions:

- a) The bidder should possess GST Registration Certificate and furnish the copy of the same along with the Technical Bid.
- b) Bidders who are debarred/ blacklisted in other utilities in India will not be considered. The bidder shall submit the certificate to the effect that the bidder is not blacklistedby any Central / State Government organization / PSU /Hospitals during the last two years. Certificate should be in the company letter head. (*Please refer Performa in NIT*)
- c) The bidder shall submit all the necessary documentary evidence such as:
- a. Details of Banker and Cash Credit limit (Solvency Certificate)
- b. Details of constitution of the company (Proprietorship/ Limited/Pvt. Ltd. along with details)
- c. Memorandum & Articles of Association of the Company
- d. Organization Chart of the company
- e. Details of infrastructure in Chennai / Tamilnadu (offices, No. of employees etc.).
- f. The staff deployed by the vendor should possess Aadhar Card, any other valid Age Proof and proof of police verification of each staff. The copies of the same shall be submitted on demand from NIEPMD.
- g. The bidder should have an operational office in Chennai / Tamilnadu. Documentary evidence in this regard should be submitted for verification. The Office in Chennai / Tamilnadu should be supported with relevant documents & GST registration certificate /Electricity/Water/Telephone bills should be submitted for verification.
- h. Additional Conditions:
- I. Bidder should provide information regarding any current litigation in which thebidder is involved.
- II. If the application is made by a Limited company or a Limited Corporation, it shall be signed by duly authorized person holding the power of attorney which power of attorney shall accompany the application. Such Limited company or corporation will be required tofurnish satisfactory evidence of its existence for a minimum of 05 years as on starting date of Tender.
- III. MOU shall not be considered.

#### 10. Price Bid:

Bidders who score 60 & above score in Technical Evaluation will be allowed for participating in the



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financial evaluations as per LCS format.

#### 11. Award of Contract

The Contract will be awarded to a bidder finalised through LCS process as per GeM process. The contract may be extended for further years with the minimum wages as per Government of India Notification as on date, satisfactory performance by the bidder and discretion of Director, NIEPMD. However, its not binding from any side to extend contract beyond one year.

In case of "TIE" in financial bid, bidder who has already serviced NIEPMD will be given priority.



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### <u>Bid Part-II</u>

### **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, G+7 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 should below the age of <u>60</u> 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. **No Child / Minor should be deployed.** 

3. **Identity cards:** The contractor will issue identity cards to his workers/Supervisors after getting them verified by NIEPMD, Chennai. Any worker or Supervisor/s found without identity card will not be permitted to enter the premises. The cost for issuing identity card will be paid by Contractor.

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 Minimum wages will be paid to deployed personnel as Wages Act, 1948 and will be based on the current rates laid down by the 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



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during the contract period and will be wholly responsible for breaking any such law. Any increase in wages, bonus etc. by the Govt. will be implemented immediately.

The Tenderer will be paid on monthly basis. Bill shall be raised by the Tenderer in accordance with these rates on every 1<sup>st</sup> 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.

### 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 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. The bidder should have a registered and operational office in proximity of Chennai /Tamilnadu (Registered date should be prior to the date of tender submission). Address proof with GSTIN of Tamilnadu State should be uploaded with technical bid.

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

6. To prove financial capability to undertake the tender, the tenderer should furnish banker's solvency Certificate as per Form provided in bid document from any nationalized/ scheduled bank for Rs. 30.00 lakhs. Original copy of certificate may be requested during evaluation process for verification from banks end. Appendix -IV.

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



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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 up to three years from the date of commencement of work or at discretion of director. 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. <u>All the pages of the tender should be signed by the owner of the firm or his Authorized</u> <u>signatory</u>. 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. <u>Submission of bid:</u> The bids should be submitted through GeM portal only in two bid system with the following:

(i) **Earnest money deposit (EMD) & Tender fee:** The agency shall deposit EMD amount as indicated in GeM bid 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. Exemption in EMD as per Govt. norms will be permitted subject to uploading proper documentary evidence with technical bid. Categories mentioned in GeM GTC will be applicable on bid and exemptions of Bid Security / EMD /Turnover will be provided to all qualified bidders As per GeM GTC. 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

<u>Note:</u> 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 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.



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Fax: 044-27472389 Tel: 044-27472104, 27472113, 27472046 Website: www.niepmd.tn.nic.in E-mail: niepmd@gov.in

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g. Proof of Financial Turnover per year Rs.1000 lakhs (10 crores) for last 03 FYs.

9. 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.

10. **<u>Bid validity:</u>** Bid shall remain valid for a period of 60 days from the date of opening of bid.

11. <u>Bid evaluation</u>: Bids will be evaluated based on LCS (Least Cost Selection) process. The contractor has to quote service charge only that takes care of TDS, Uniforms, Supervision, office maintenance, all the statutory charges relating to this contract, etc.; and reasonable margin thereafter. Wages will be as per Central Govt. minimum wages act.

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

13. **Performance Security:** The vendor selected would be required to furnish a Performance Security equal to 3% (or as applicable) of the annual cost of the work 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. <u>No</u> tenderer is exempted from paying of performance security.

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

15. **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.

16. **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.

17. **Risk & Expense clause.** In the event of the failure of the contractor to provide tendered manpower as requisitioned under the contract, Institute shall hire similar type of Manpower 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 over the contract price appropriate to such default shall be recoverable from the SELLER / Service provider.

**18)** 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



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Dept. of Empowerment of Persons with Disabilities, MSJ&E, Govt. of India ECR, Muttukadu, Kovalam Post, Chennai 603 112, Tamil Nadu Fax: 044-27472389 Tel: 044-27472104, 27472113, 27472046



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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

Type of Manpower	Category	Resource Req.
Gardener	Un-Skilled	11
Sweeper	Un-Skilled	16
Multi Task Worker	Un-Skilled	9
Poultry farm Helper	Un-Skilled	1
Kitchen Helper	Un-Skilled	1
Multi Task Worker	Un-Skilled	01
Multi Task Worker	Un-Skilled	01
Multi Task Worker	Un-Skilled	01
General House Keeping and other related estate works	Un-Skilled	02
	Total	43
Multi Task Worker (Madurai) ("B" Area)	Un-Skilled	02
	Total	02
Hostel Warden	Semi-Skilled	01
DEO	Semi-Skilled	02
Electrician Helper	Semi-Skilled	01
Plumber	Semi-Skilled	01
Carpenter	Semi-Skilled	01
Carpenter helper	Semi-Skilled	01
STP operator	Semi-Skilled	01
G+7 supervisor	Semi-Skilled	01
<u>^</u>	Total	09
STP Supervisor	Skilled	01
STP operator	Skilled	02
Driver & Attender	Skilled	07
Office Assistant	Skilled	01
Plumber	Skilled	02
	Total	13
Electrician	Highly-Skilled	02
STP Supervisor	Highly-Skilled	02
Plumbing operator	Highly-Skilled	01
<u> </u>	Total	05
	Total	72 Nos.



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No claim for minimum hiring will be entertained under any circumstances, decision of NIEPMD authorities will be final and binding.

- 1. The number & categories of employees required will be as per Institute requirement. The number of employees may be reduced or increased according to the requirement, will be reviewed bi-monthly basis.
- 2. The agency shall ensure that the House keeping & other personnel deployed are healthy and not more than <u>60 years</u> of age. The agency will get their antecedents, character and conduct verified.
- 3. The employees of the service provider shall not claim any benefit/compensation/absorption/regularization of services from Director, NIEPMD under any statutory provisions.
- 4. 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.
- 5. 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. Institute will carry out the interview of personal before deployment and institute decision in this regard will be final & binding.
- 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 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.
- 12. 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.
- 13. 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.
- 14. 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.

### 15. <u>A senior level representative of the Agency shall visit the institute premises at least Twice-a-week</u> and review the service performance of its personnel. During his/her visits, Agency's representative will also meet the institute officer dealing with service under the contract for



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## mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

- 16. 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.
- 17. 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. Cost for providing these material should be worked out by bidder's during service charges calculation.
- 18. The contractor has to quote service charge that takes care of TDS, Supervision, all the statutory charges Uniforms, office expenses, relating to this contract. All the mandatory provisions mentioned above should have to compliance by the bidder under the NIEPMD supervision
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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
- 23. 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



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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.

- 24. 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.
- 25. 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.
- 26. 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-rate rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- 27. 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.
- 28. 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.
- 29. The institute shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- 30. 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.
- 31. Agency will release the salary of staff on or <u>before 05th day</u> 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.
- 32. GST, statutory levies etc., if applicable, will be paid as per rules in force from time to time.
- 33. Rates 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 (PI refer annexure "A"). Taxes, statutory levies, if applicable will be paid as rules in force from time to time.
- 34. Bonus: The amount of bonus will be reimbursed as per the Payment of Bonus (Amendment) Act 2015



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or any amendment after, issued by Govt. of India.

- 35. 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. No service charge will be paid on bonus.
- 36. 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.
- 37. 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.
- 38. The House keeping & other personnel deployed by the agency shall have at least minimum qualification and license etc. as per govt. norms for each category.
- 39. 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.
- 40. 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.
- 41. The transportation, Food, Medical, residence and statutory requirements in respect of each employee of the service provider shall not be the responsibility of NIEPMD.
- 42. No wage/remuneration shall be paid to any staff for the days of absence from duty.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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.
- 47. The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this office.
- 48. 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.
- 49. There shall be no master & servant relationship between the employees of the service provider and NIEPMD, Chennai.
- 50. 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.



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- 51. 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.
- 52. NIEPMD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- 53. 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.
- 54. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 55. An agreement shall be signed with the successful bidder.
- 56. 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.
- 57. 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.
- 58. 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.
- 59. 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.

60. **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.

- 61. **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.
- 62. 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.
- 63. **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.

### 64. 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	100 per workman per day
	workers are deployed with uniform at	
	NIEPMD premises (per workman)	
02	Maintaining Improper/Wrong attendance	500 per day
	record by contractor	
03	Lapse in maintaining wash room (per wash	200 per day
	room)	
04	Shortfall in staff in a day	500 per day per person
05	Failure to ensure proper behaviour and	200 per person in addition to



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	discipline of his workers at NIEPMD	taking civil & criminal
	premises	proceedings as per rule
06	Any incident of Rowdiness and/or rioting in	500 per person in addition to
	campus on part of workers of contractor	taking civil & criminal
	showing failure on part of contractor to ensure	proceedings as per rule
	proper behaviour of his workers.	
07	Inaction of supervisor to complaint by	100 per complaint
	NIEPMD/ Officers of NIEPMD	
08	Damage to the Institute property due to	Book value + 10% of the book
	negligence	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:

### 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.



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Name: Address: Seal: Date:



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Website: <u>www.niepmd.tn.nic.in</u> E-mail: <u>niepmd@gov.in</u>

NIEPMD/Pur4 (71)/Housekeeping/2024-25

28<sup>th</sup> June 2024

### 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.

Annually Two sets of Uniforms, Identity Card, and 01 pairs of footwear etc. 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:



28<sup>th</sup> June 2024

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



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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.)



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### Rate Analysis for calculating service charges

(Reference to calculate service charges)

Sl.	Heads	Justification
No.		
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)	To be calculated for 02 pairs
2	Shoes for Male & Chappals for Female (Yearly o1 pairs)	To be calculated for 01 pairs
3	1 0	Initially one. After as per requirement.

Service charges should be calculated by keeping all above parameters in consideration.



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### **CHECK-LIST FOR TENDER DOCUMENT:**

Sl. No.	Particulars		
1.	Copy of the Establishment in Chennai/ Tamilnadu Registration Certificate		
2.	Copy of valid Trade/BBMP License/Shops & Commercial Establishment Certificate		
3.	Holding valid office at Chennai/Tamilnadu with registration certificate (as per Annexure -III)		
4.	Copy of the valid Registration/License obtained with the LaborDepartment is enclosed if available		
5.	Copy of the AADHAR Card/ Udyog AADHAR Card/ MSME		
6.	Copy of last 3 years IT returns		
7.	Copy of the valid GST Registration Certificate		
8.	Copy of the valid E.P.F. Registration Certificate and Challans for past 2 years.		
<u>9.</u>	Copy of the valid E.S.I. Registration Certificate Challans for past 2 years.		
10.	Proof of having minimum 150 employees on roll during last 05 years (EPF paid challan)		
11.	Copy of Financial Statements like Profit & Loss Account, BalanceSheet etc.,		
	in support of financial turnover at least 10 Crores Per Annum of		
	the establishment at least for 3 years is enclosed		
12.	Whether, the Service Provider/Bidder have executed similar nature of		
	Contract in Central/State Government Department/ Hospital/PSU/Corporates		
	during the last 5 years (Proof should be enclosed).		
13.	Whether the Annexure-II (Declaration by the Service Provider/Bidder		
101	regarding Court Cases) is duly filled in and signed		
14.	Whether the Annexure-III (Details of the Bidder's Establishment) is duly filled in and signed		
15.	Whether Earnest Money Deposit as per the Tender is enclosed		
15.	Whether the certificate regarding "NO NEAR RELATIVE" attached.		
10.	Valid Solvency Certificate specific to NIEPMD issued from Nationalized Bank for Rs.30 Lakhs.		
18.	Customer Feedback as per Proforma- G		
19.	Declaration regarding Non-blacklisting/Debarring from taking part in tender bidders who are debarred/ blacklisted in other utilities in India will not be considered. The bidder shall submit the certificate to the effect that the bidder is not blacklisted by any Central/State Government organization/PSU/Hospitals during the last three years should be in Rs.200		
	the stamp paper and to be notarized. (As per proforma in NIT)		

Signature of the Bidder: Name:



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Address: Contact No:



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Annexure-I

### PROFORMA FOR NO NEAR RELATIVE(S) CERTIFICATE \*

Ι S/o Shri/Smt. on behalf of hereby certify that none of my/our relative(s) for WorkPackage is/are employed in NIEPMD. In case at any stage, it is found that the informationgiven by me/us is false/incorrect, the NIEPMD shall have the absolute right to take anyaction as deemed fit, without any prior intimation to me/us.

(Signature of Authorized Signatory of the Service Provider/Bidder with Seal)

Name in full:

Date : ..... Place : .....



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### Annexure – II

### **DECLARATION BY THE BIDDER REGARDING COURT CASES**

#### (To be provided by the Bidder with EoI/Tender On the letter head of the Bidder)

I/We hereby undertake that our establishment do not have any legal suit/criminal case either pending against me/us/Partner(s)/Proprietor or any of our Directors (in the case of Company) or being contemplated and have not been earlier convicted on the grounds of moral turpitude or for violation of laws in force.

#### OR

I/We hereby undertake that our establishment is having the following legal suit/criminal case pending against me/us/Proprietor/Partner (s)/Directors (in the case of Company), of which the details are furnished below:

Sl. No.	Case Number and the details of the Honorable Court	Nature of the Case	Name of the Parties involved
1			
2			
3			

Note : Strike out whichever is not applicable.

(Signature of Authorized Signatory with Seal) Date .....

Place : ..... Name in full :





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Annexure- III

### **DETAILS OF THE BIDDER'S ESTABLISHMENT**

### (To be provided by the Bidder with Tender)

1	Name of the Bidder/Tendering Company/Firm/Agency
2(a)	Full Address of the Registered Office
2(b)	Telephone No. & Mobile No.
2(c)	Fax No.
2(d)	E mail address
3	Full Address of Operating Branch Office, if any
3(a)	Telephone No. & Mobile No.
3(b)	Fax No.
3(c)	E mail address
4	Indicate the Organizational status of the Service Provider
5	Under which Act/Rule the Service Provider/Bidder/Tendering Company/Firm/Agency is registered
6	Registration No. & Date of Registration
7	Name of the Proprietor/Manager/ President/Secretary/Chief Executive with address and contact phone No.
8	Name of Partners/Shareholders/ Directors/Executives/Officers of the Service Providers as defined under clause c under 11. Other Conditions and II under 12. Additional Conditions



National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan)

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9	Whether any of the persons mentioned in serial No.7 & 8 are being included as a part of the work force						
10	Whether any near relative of the Propr working in NIEPMD, if so details (Pleas						
11	Whether any known employee (other NIEPMD (give details)	than above)	is working	g in			
12	Copy of the Memorandum of Associat Company/Society/Firm/ Establishment	•	Law of the	e			
13	Valid PAN No. & Year						
14	Valid TAN No. & Year						
15	Valid AADHAR Card No./Udyog AAD	HAR Card N	lo.				
16	Valid GST Registration No. & Year						
17	Valid EPF Registration No. & Year						
18	Valid ESI Registration No. & Year						
19	Details of GST collected and remitted less than 05 (documentary proof should		ast 05 year	s or for a	appli	cable yea	ars if
		Contract pe	eriod	Amoun		Amount GST	of
Sl. No.	Details of Client along with Address, Telephone & Fax No.	From	То	GST Collected in Rs.		- · · ·	
(a)							
(b)							
(c)							
20	Whether the Service Provider/ Bidder provides work-force to any Establishments in Tamilnadu other thanNIEPMD. If so, give the details		<u> </u>	1		1	

### DECLARATION

I/We hereby declare that the information furnished above are true and correct to the best ofmy/our knowledge and belief.

Date......(Signature of Authorized Signatory with Seal) Place : .....Name in full :



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### Annexure- IV

FORMAT FOR BANK SOLVENCY CERTIFICATE (on Banks Letter Head)

Ref No.....

Date:

.....

.....

It is clarified that this information is furnished without any risk and responsibility on our part in any respect, whatsoever more particularly either as guarantor or otherwise.

This certificate is issued at the specific request of the customer.

Signature of the Branch Manager With seal.



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### **PROFORMA – A**

### ACCEPTANCE OF TERMS AND CONDITIONS

(Please submit this acceptance letter in your letter head with technical bid)

To

The Director. NIEPMD, ECR, Muttukadu, Kovalam (Post) Chennai – 603112, Tamilnadu

### **ANNUAL CONTRACTOR FOR HOUSEKEEPING & OTHER MANPOWER** SERVICES AT NIEPMD, CHENNAI

### **CONSIDERATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS:**

I/We have read and examined the Notice Inviting Tender and all its components the draft agreement to be entered with the NIEPMD and understood all other relevant particulars.

I/We are fully qualified to do the said work and have understood the scope of work, terms and conditions, NIEPMD time schedule and the rates will be quoted separately in "Financial-bid" furnished.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

I/We agree that until a regular agreement is executed, this document with the NIEPMD written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Bidder



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

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#### PROFORMA- B AGREEMENT WITH THE BIDDER (Format will be provided for the successful Bidder)

### PROFORMA-C UNDERTAKING LETTER

(Please submit this undertaking letter in your letter head with technical bid) To

The Director, NIEPMD, ECR, Muttukadu, Kovalam (Post) Chennai – 603112, Tamilnadu

### ANNUAL CONTRACTOR FOR HOUSEKEEPING & OTHER SERVICES AT NIEPMD, CHENNAI

#### Dear Sir,

This has reference to your above Notice inviting the tender No\_\_\_\_\_

published in through GeM portal.

We hereby state that we M/s

have submitted the above tender documents duly filling at the appropriate places without making any alterations, corrections, omissions in the tender issued by the NIEPMD.

Signature & Name of the Bidder



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### **PROFORMA-D**

#### **DETAILS REQUIRED FROM THE BIDDERS**

(Please submit this in your letter head with technical bid)

Sl No	Detail	
1	Please quote your ESI No. [Enclose the copy of certificate	
	issued by ESI Authorities]	
2	Please quote your PF No. [Enclose the copy of certificate	
	issued by PF Authorities]	
3	ECS Code No.	
4	MICR No.	

Authorized Signatory



Website: <u>www.niepmd.tn.nic.in</u> E-mail: <u>niepmd@gov.in</u>

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### **PROFORMA-E**

### VENDOR BANK DETAIL FORM

(Please submit this in your letter head with technical bid)

The Director, NIEPMD, ECR, Muttukadu, Kovalam (Post) Chennai – 603112, Tamilnadu Dear Sir,

I / We hereby request you to remit our payments to our bank account as per the detailsfurnished below:

Sl.No.	Particulars	Particulars
1	Name of the	
1	Bidder/Organization	
2	Complete Address	
3	Name of the Contact	
	Person	
4	Contact Numbers	
	E-mail id	
5	Savings /current	
	account number	
6	Name of the Bank	
7	Name of the branch with complete	
	address	
8	IFSC Code	
9	PAN Number	
10	GST Number	

I / We hereby declare that I /we are authorized to sign this form and that the particulars furnished above are correct and complete in all respects. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I /We shall not hold NIEPMD responsible.

Please find enclosed a cancelled cheque for your reference.

Authorized Signatory: Name: Designation: Date: Signature attested by banker Name: Designation: Date:





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### PROFORMA- F

### **DECLARATION LETTER**

(Please submit this in your letter head along with technical bid)

То

The Director, NIEPMD, ECR, Muttukadu, Kovalam (Post) Chennai – 603112, Tamilnadu

### ANNUAL CONTRACTOR FOR HOUSEKEEPING & OTHER SERVICES AT NIEPMD, CHENNAI

Dear Sir,

Please find herewith enclosed the Technical Bid document comprising of Terms & conditions, General & Special Conditions and Safety Code relating to the works specified in the Technical Bid Document hereinafter set out and having acquired the requisite information relating thereto as affecting the Technical Bid, I / We hereby offer to execute the works specified in the said document in accordance with the conditions, scope of work & instructions in writing referred to in conditions of Technical Bid, articles of agreement, general conditions of contract, annexures, safety conditions and in all other respects in accordance with such conditions so far as they may be applicable.

The document being read and understood all the contents of the Technical Bid document do hereby accept all the Terms and Conditions laid down in the said Technical Bid document and will abide by the same on acceptance and award of work.

Yours faithfully, For M/s \_\_\_\_\_





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### PROFORMA G

# Work experience shall be submitted in the following format (for previous five years)

Sl. No.	Year	Name of the client with complete Postal Address and Contact Number Email Id	No of Personnel provided	Contract Value	Performance Certificate issued by the client (Yes/No)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
		tion provided above should be document The performance Certificate	ary evidence.		
Work	c Quality a	nd Legal Compliance: Very	Good / Goo	od (Satisfactory)	/ Normal
Resp	onse and S	upport Ver	y Good / Go	od (Satisfactory)	) / Normal



National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan Dept. of Empowerment of Persons with Disabilities, MSJ&E, 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@gov.in



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### **PROFORMA- H**

## DECLARATION REGARDING NON BLACKLISTING / DEBARRING FROM TAKING PART IN TENDER

(To be executed and attested by Public Notary / Executive Magistrate onRs.200/non-judicial stamp paper by the Bidder)

I / We.....(name of the bidder) hereby declare that the bidder / bidder namely

### OR

I case the above information is found false, I / We are fully aware that the tender / contract willberejected / cancelled by the Institute and the EMD submitted by the bidder will be forfeited.

In addition to the above, Institute will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested: (Public Notary/Executive Magistrate) Name: Address:



National Institute for Empowerment of Persons with Multiple Disabilities (Divyangjan

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#### F.No.1/7(3)/2023-LS-II Government of India Ministry of Labour& Employment Office of the Chief Labour Commissioner(C) New Delhi

ORDER

Dated: d/03/2024

In exercise of the powers conferred by Central Government vide Notification No. S.O. 188(E) dated **19<sup>th</sup> January**, **2017** of the Ministry of Labour and Employment the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average Consumer Price Index for Industrial workers reaching 399.70 from 385.97 as on 31.12.2023 (Base 2016=100) and thereby resulting in an increase of 13.73 points. The revised Variable Dearness Allowance as under shall be payable from 01.04.2024;-

The rates of Variable Dearness Allowance for employees employed in CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPE LINES.

Category of worker	Rates of V.D.A. Area wise per day (in Rupees)			
	Α	В	C	
Unskilled	255	214	172	
Semi-Skilled/Unskilled Supervisory	283	240	200	
Skilled/Clerical	311	283	240	
Highly Skilled	335	311	283	

Therefore the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f. 01.04.2024 will be as under :-

Category of worker	Rates of wages including V.D.A. per day (in Rupees)			
	A Area	B Area	C Area	
Unskilled	523+255=778	437+214=651	350+172=522	
Semi- Skilled/Unskilled Supervisory	579+283=862	494+240=734	410+200=610	
Skilled/ Clerical	637+311=948	579+283=862	494+240=734	
Highly Skilled	693+335=1028	637+311=948	579+283=862	

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19<sup>th</sup> January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

Sharng

(Dr. Onkar Sharma) Chief Labour Commissioner(C)