

National Institute of Naturopathy,Pune

TENDER FOR MANPOWER OUTSOURCING SERVICES

Skilled & Unskilled – for Naturopathy Diet Centre

No.: NIN/NDC/2014 Dt. 11/03/2014

Sealed tenders are invited for the Manpower Outsourcing Services **for Naturopathy Diet Centre** at NIN, Pune for one year (extendable based on satisfactory performance). Estimated number of personnel required is about 06 approx. Agencies should have applicable licences from State/Central authorities and should have annual turnover of Rs. 10 lakhs atleast in the Manpower Outsourcing business for each of the last 3 financial years and should have an experience of at least 3 years in Central Government Organizations /Autonomous Bodies/ Academic Institutions of National importance.

The tender document can be downloaded from the institute website www.punenin.org. Tender document fee of Rs. 100/- (non-refundable) in the form of DD in favour of "Director, NIN Pune" may be enclosed with the technical bid. For further details, terms and conditions please visit our website www.punenin.org. Institute reserves the right to reject any or all the tenders or accept them in part or reject the lowest tender without assigning any reason thereof. Last date for submitting the tender is 26.03.2014 by 03.00 p.m. The tender will be opened on the same day at 03:30 p.m. in the NIN office at Babu Bhavan, Tadiwala Road, Pune 411 001.

Institute authorities reserve the right to relax or tighten the conditions/norms given in the tender documents.

DIRECTOR

TENDER FOR MANPOWER OUTSOURCING SERVICES
(Skilled & Unskilled for Naturopathy Diet Centre)

No.: NIN/NDC/2014 Dt. 11/03/2014

TECHNICAL BID

(To be sealed in separate Envelope marked as “ TECHNICAL BID”)

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDERING

FIRM/PERSON

Ref.: Advertisement for Tenders in the _____ News-paper /
website
dated _____ in connection with providing **Manpower Outsourcing
Services (Skilled & Unskilled for Naturopathy Diet Centre) to NIN Pune** on contract basis in
the shape of manpower for various types of services/duties as per Annexure 1.

1.	Name of the Organization/Firm, Location of Head Office with complete address with Telephone/Fax Nos., if any	
2.	Year of establishment of the firm/Agency/Company:	
3.	Nature of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/ Partnership/Cooperative Society etc.) Documentary proof, to be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender be attached)	Yes/No
	Company should have an annual turnover of Rs. 10 lakhs	

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4.	atleast in the Manpower Outsourcing business for each of the last 3 financial years. Relevant supporting documents duly certified by the Chartered Accountant to be enclosed.	Yes/No
5.	Does the firm have a continued experience of providing minimum 50 persons in a single contract in any other Central/State undertakings/ Corporations/ Offices/ Departments/ Reputed corporate Houses etc., during the last three years? If yes, the name of the Organization(s) along with a certificate certifying that the applicant firm has executed the contract satisfactorily, where 50 or more than 50 persons were deployed	Yes/No
6.	Financial resources, assets in terms of firm's property (fixed and moveable) held	Yes/No
7.	A copy of latest audited Balance Sheet attached	Yes/No
8.	Whether the firm is Income Tax Assesses or not?	Yes/No
9.	Whether registered with the Labour Deptt. or not? If yes, mention the Registration number and date, attested copies of said certificate and its validity to be attached.	Yes/No
10.	Has the firm been allotted EPF& ESI Code Nos.? If yes, mention the Code Nos. and attach proof in support thereof	Yes/No
11	Details about the clients and staff deployed in the prescribed format given with this tender	Yes/No
12.	Any other information	
13.	Earnest Money:-	Yes/No
14.	Bank Draft for Earnest money is to be enclosed with Technical Bid.	Yes/No
15.	Tenderer is required to sign each page of terms and conditions with rubber stamp.	Yes/No
16	Copy of licence from Competent Authority for manpower services:	Yes/No
17	Experience in Management of Canteen/Diet Centre providing manpower thereof (Please enclose attested copies of certificates)	
18	PAN No.	
19	ESI No.	

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20	EPF No.	
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(Please enclose self attested copy of all documents mentioned above)

Place

Signature of Tenderer

Name, Address with

Date

rubber stamp

To,
The Director
National Institute of Naturopathy,
Pune

Tender Notification No.:

Date :

PRICE BID/ FINANCIAL BID "A"

(To be submitted separate in sealed envelop Superscribed
" financial Bid ")

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Supply of manpower for **Naturopathy Diet Centre** as per Annexure "1". Only administrative charges are to be quoted. TDS will be recovered as per the prevailing rate on gross billed amount.

Rate per Skilled (Cook) & Unskilled (Helper/waiter/ Cleaner) quoted separately in the given format and submit in Technical Bid " B "

RATES: - **ADMINISTRATIVE CHARGES** _____ % age (In words _____)
of monthly CTC of employees.

Date :
Place :

SIGNATURE OF TENDERER WITH
NAME, ADDRESS WITH
RUBBER STAMP

Financial Bid " B "

Sr. No	Particulars	Amount to be paid to (Unskilled) Helper/Waiter/ Cleaner	Amount to be paid to (Skilled) Cook
01	Basic Pay		
02	Special Pay		
03	HRA		
04	Allowance		
05	PF		
06	ESI		
07	Other		
	Total		

Place

Signature of Tenderer

Date

Name, Address with
rubber stamp

TERMS AND CONDITIONS FOR THE TENDER :

1. The tender document can be downloaded from the institute website www.punenin.org. Tender document fee of Rs. 100 /- (non-refundable) in the form of DD drawn in favour of "Director, National Institute of Naturopathy, Pune" to be enclosed with the technical bid.
2. **The Tender document comprises two parts; (I) Technical bid and (II) Price / Commercial bid**
3. The tenderer should quote in figures as well as in words the rate and amount tendered by them in the Price / Commercial bid.
4. **Earnest money deposit (EMD) of Rs. 10,000/- (Rs. Ten Thousand only) in the form of Demand Draft in favor of "Director, NIN, Pune" payable at Pune to be submitted along with technical bid in a separate envelope marked as Earnest Money Deposit. Bids received without EMD and Tender fee will be rejected.**
5. **Tender Fee and EMD must be attached to the Technical Bid Only and NOT to the Price / Commercial Bid.**
6. Financial bid in envelope No: 2 should be duly marked as "**Price / Commercial bid**" and sealed.
7. **All two envelope duly sealed & signed, shall be received in the office of the Director, NIN, Bapu Bhavan, Tadiwala Road, Pune 411 001 up to 03.00 p.m. on 26.03.2014.**
8. At the first stage, the **Technical Bids shall be opened in the presence of tenderers, who may like to be present on 26. 03.2014 at 3.30 p.m.**

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9. The date and time of opening of "Price / Commercial" Bids shall be intimated later. The commercial bids of only those tenderers will be opened who are declared qualified by the Technical Committee.
10. The tender is not transferable under any circumstances.
11. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
12. Tender in any form other than the prescribed form issued by NIN Pune will not be entertained and will be summarily rejected.
13. Tenders with revised/modified rates/offer after opening of the tenders will be summarily rejected and the entire Earnest Money Deposit submitted with the tender will be forfeited.
14. NIN Pune reserves the right to accept or reject any or all or any part of the tender without assigning any reason thereof, and the decision of NIN Pune in this respect shall be final.

TERMS AND CONDITIONS:-

1. **SCOPE OF WORK:-** Providing skilled & unskilled Staff for Naturopathy Diet Centre as per requirement from time to time as per Annexure-1 to this document.
2. **NAME OF CONTRACT:-** Contract for providing skilled & unskilled Staff for Naturopathy Diet Centre as per Annexure-1.
3. **PERIOD OF CONTRACT:-** The Contract shall be for a period of one year, subject to satisfactory performance of services and compliance of all terms and conditions of the agreement.
4. The tender shall be allotted to the tenderer, who shall fulfill all terms and conditions of the tender document.
5. The Competent Authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one contractor even after the award of contract.

GENERAL TERMS AND CONDITIONS

6. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this Institute on stamp papers of appropriate value.
7. The applicant/firm should be registered under the 'Contract Labour (Regulation and Abolition) Act, 1970 and Rules of 1971 made there under and have in their possession the valid EPF/EDLI and ESI Code Numbers.

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8. The company shall deposit an amount of Rs. 75,000/- (Rs. Seventy Five Thousand only) as security deposit with the Institute for the entire duration of contract, or the amount equivalent of month Wages Bill valid during the contract period which will be renewed from time to time as per further renewals of the contract in the shape of Bank Draft drawn in favour of the Director, National Institute of Naturopathy, Pune.
9. Within 30 days from the date of issue of the award of contract, Company/Agency will apply to the Labour Commissioner for obtaining a labour License and will submit a copy of license to the Administration Section of NIN.
10. The Director, NIN, Pune shall have absolute right and authority for the suspension/ revocation of said security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
11. A penalty @ 1% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of allotment letter for every week or part thereof for the delay in the commencement of the contract.
12. The decision of the Director, NIN, Pune with regard to the determining of quality of work/services done by the contractor or his employees shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defect so pointed out without any extra payment. The Director, NIN, Pune reserves the right to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this account shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
13. The contractor shall deploy required number of personnel to provide the said services and immediately communicate their names, parentage, residential address, age, etc. within 10 days from the date of their deployment or any change about if from time to time.
14. For the purpose of proper identification of the employees of the Contractor deployed by him at various places of NIN Pune, the Contractor shall issue them identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours. The Contractor will ensure that his employees are medically fit and free from communicable diseases. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own cost and level.
15. The wearing of uniforms and name plates by the employees of the Contractor during duty hours is compulsory.
16. The contractor shall provide to all employees two sets of uniform.
17. The Director, NIN Pune or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily.
18. The persons deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute either implicitly or explicitly.

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19. The persons so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the Contractor is liable to pay under the various Labour Regulations and other statutory provisions. NIN Pune shall be absolved from any such liability at its own level.
20. **WAGES:** - The Contractor shall pay basic monthly wages fixed by NIN Pune plus statutory charges (EPF/ESI) of all his employees. as per the minimum wages rates fixed by State Government/Central Govt., whichever is higher. In the event of existing wages already being paid to the employees are higher than the minimum wages fixed by Institute/State Govt/Central Govt. then the contractor shall pay the wages whichever are higher. The contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under.
21. The contractor shall furnish details of disbursement of salary to the Director, NIN Pune within 5 days. This obligation is imposed on the contractor to ensure that the Contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations from time to time in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorized made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.
22. The employees so deployed on contract basis shall be paid their wages @ basic wages or the minimum wages/rates whichever is higher not-with-standing any change in the rates of statutory contributions payable by the employer as per instructions of the Central Government / Maharashtra state Government issued from time to time.
23. The Contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority along with wage bill for the next month. He will also arrange to open such EPF/ESI accounts etc. of all his employees deployed by him in NIN Pune. In case of failure on the part of contractor to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by such authority.
24. The contractor will submit wage bill as per details/table given below
 - a. Name of the company-
 - b. Annual contract for the Manpower Services (Skilled, Unskilled & Housekeeping etc.)
 - c. Authority No. & Date-
 - d. Date of commencement of the contract-
 - e. Wage Bill for the month _____
 - f. Bill No. _____ & Date _____

Sl. No.	Name of Worker	Empl. Code No.	EPF No.	ESI No.	@ Basic/ Minimum Wages	Days	Wages	Employee's	Carry Home Salary	Employer's Share
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								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.61%	ESI 4.75%
1	2	3	4	5	6	7	8	9	10	11	12	13	14

The contractor will keep the following instructions in view while submitting the monthly wage bill(s):-

- I. Deduction Schedule showing the individual details of deductions of EPF/ESI to be tallied with the wage bill.
- II. The contractor will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institute is complete and no person has been left and no supplementary bill will be submitted thereafter.
- III. No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
- IV. A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/ESI etc. payment to the concerned Department will be submitted to this Institution along with the bill for wages for the next month.

25. Contractor shall pay wages to all its staff members on 7th working day of the month. Schedule of Activity:

SR.	ACTIVITY	WHO	TURNAROUND TIME
1	Raising of Attendance to NIN, Pune	Agency	30 th of every month
2	Verification of Attendance	NIN Pune	1 st of every month
3	Raising of Invoice to NIN Pune	Agency	2 nd of every month
4	Release of Payment	NIN Pune	Upto 5 th of every month
5	Salary Disbursal	Agency	Salary should come to individual a/c on 7 th off every month

26. The tender amount will be enhanced/ decreased to the extent of enhancement/ decrease in the minimum wages along with proportionate enhancement/decrease of EPF/ESI etc.

26. The Contractor shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS @ 2% on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time. Apart from this, the Contractor shall also pay Service Tax on the gross bill, if applicable, at the rates as applicable from time to time. The Contractor will submit a copy of the receipt in the office of the Director NIN Pune. Service tax, on the gross bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.

27. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own expenses, etc., and the Contractor shall report the compliance thereof to the Director, NIN Pune. The Contractor shall be solely liable for violation of any provisions of the said Act or any other Act.

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28. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the Institute.
29. In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the Director, NIN Pune or any other officer so authorized by him in this regard.
30. In case of any complaint/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.
31. **LEAVE** :- The Contractor shall deploy his employees in such a way that they get weekly rest and other holidays, if admissible under various laws, which may be applicable in this regard. Leave Reserve in the ratio of 1:6 for weekly rest and other holidays will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard. Leave of any kind other than weekly rest is not admissible.
32. The Institute shall have further right to adjust or readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.
33. **Termination of the Contract :-**
The contract may be terminated in any of the following contingencies:-
- a. On the expiry of the contract period, without any notice ;
- OR**
- b. On giving three months notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services ;
- OR**
- c. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice ;
- OR**
- d. On Contractor being declared insolvent by the competent Court of Law without any notice ;
34. **Last Payment:** The last payment of the Company will be cleared only after obtaining clearance of any liabilities not pending.

Annexure I

Sr. No.	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	MINIMUM QUALIFICATION AND EXPERIENCE
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1	Skilled Staff 1) Cook	As per the Institute norms
2	Unskilled Staff 1) Helpers / Waiters / Cleaners.	As per the Institute norms

35. Administrative Charges and Rate / Wages with bifurcation to be quoted for skilled (Cook) & Unskilled (Helper/Waiter/Cleaner) worker to be quoted separately in the given format and submit in the envelope marked “ Financial Bid “ A “ & “ B “ as the case may be.

(To be furnished on non-judicial stamp paper duly attested by a Magistrate/Notary Public) (To be submitted along with technical bid)

AFFIDAVIT

I/We (Name) _____ Contractor/Partner/Sole Proprietor

(strike out which is not applicable of (Firm) _____do hereby solemnly affirm and declare that

the individual/firm/companies are not black listed by any Government Department or an autonomous body.

DATE, THE day of 2014

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

Date , The day at 2014

DEPONENT

ACCEPTANCE CERTIFICATE

(To be submitted along with technical bid)

I (Designation) of

(Name of the Company).....

Have read and understood and hereby accept the terms and conditions of the tender for the Manpower Services for Naturopathy Diet Centre (Skilled & Unskilled).

Signature of Authorized Signatory

Company Seal / Stamp

Date :

Place :

Counter Signatures of the Director, NIN, Pune

DETAILS OF CLIENT AND STAFF DEPLOYED

Name & Address of Client	Period	No. of Ministerial staff deployed	No. of Technical Staff Deployed	No. of Housekeeping staff deployed	Remarks (if any)

Signature of the Contractor or his authorized signatory with seal of the Agency/firm