



NATIONAL INSTITUTE FOR THE ORTHOPAEDICALLY HANDICAPPED

(Department of Disability Affairs, Ministry of Social Justice & Empowerment,
Govt. of India)

B.T. Road, Bon-Hooghly, Kolkata-700090

Phone: 2531-0279, 2531-0610/Fax: 2531-8379/E-mail: mail@nioh.in and web: www.niohkol.nic.in

No. Outsource/1401/NIOH/ESTATE/PART-III

10.12.2015

**E-TENDER DOCUMENT FOR SUPPLY OF SKILLED/SEMI-SKILLED/ UNSKILLED
/HIGH SKILLED MANPOWER TO VARIOUS SERVICES AT NIOH**

National Institute for the Orthopaedically Handicapped (NIOH) invites online application through www.eprocure.gov.in from reputed and experienced Manpower Agencies for Providing Manpower Supply at the above address.

Cost of Tender Paper: **Rs. 1000.00(Rupees one thousand only)** in favour of "National Institute for the Orthopaedically Handicapped", payable at Kolkata, in the form of DD/Pay Order/cash is to be submitted before bid opening date in bellow mentioned address.

"National Institute for the Orthopaedically Handicapped,
B.T.Road, Bon-hooghly,
Kolkata-700090".

The completed Tender documents along with credentials i.e. Registration, Trade License, P.Tax/VAT, IT/ST Clearance etc. shall be submitted online on or before **04-01-2016 at 10.00 a.m.** EMD of **Rs.63,000/-(Rupees sixty three thousand only)** in the form of Demand Draft/Pay Order must be issued in favour of "National Institute for the Orthopaedically Handicapped" payable at Kolkata. Scan copy of cost of EMD, Tender Paper should be uploaded along with quotation. This Institute reserves the right to accept or reject any or all the tender papers without assigning any reason, what so ever.

Any further clarification and/or corrigendum(s) shall be communicated through NIOH website: www.niohkol.nic.in and www.eprocure.gov.in

GENERAL TERMS & CONDITIONS

A) Eligibility Criteria:

1. The Tenderer may be proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/registered with appropriate authority who possess the required licenses, registrations, etc.,
2. The Tenderer shall have at least 05 years experience of providing Manpower services to any Govt./semi.Govt./Public/Private Sectors.
3. The Tenderer should have an office in proximity of Kolkata.
4. The Tenderer should have the following Registrations and details of the same by provided in the Application form:
 - i) EPF Registration
 - ii) ESI Registration
 - iii) Service Tax Registration
 - iv) Valid Trade License Registration
 - v) PAN Card
 - vi) VAT/Sales Tax Registration

B) Information and conditions related to submission of Tenders:

1. The interested agencies/parties shall visit the site and inspect/enquiry the work with Estate Office in all working days/hours.
2. The initial period of contract shall be for 12 months, which may be extended up to 6 (six) months depending upon performance of the agency and at discretion of the Institute.
3. **The interested agencies are required to submit the Tender documents/proposals along with EMD Rs.63,000/- .**
4. All the pages of the tender documents should be signed by the owner of the firm or his authorized signatory. In case the tender proposals are signed by the authorized signatory, a copy of the power of attorney/authorization may be uploaded along with tender.
5. A copy of the General Terms & Conditions shall be signed on each page and submitted with Tender documents/proposals as token of acceptance.
6. The Tenderer shall pay Tender Security Deposit as EMD of Rs.63,000/- in the form of Demand Draft/Pay Order in favour of **“National Institute for the Orthopaedically Handicapped”** payable at Kolkata and drawn on any Nationalized/Scheduled Bank. The tenders documents/proposals received without Earnest Money Deposit (EMD) shall stands rejected and thus shall not be considered for evaluation etc., at any stage.
7. The Tender Security Deposit (EMD) amount shall be returned to the unsuccessful Tenderers after finalization of the Work Order/Contract without any Interest.
8. The successful Tenderer’s EMD amount will be deposited in this Institute as Security Deposit, which will be refunded without any Interest after completion of satisfactory Work/Contract.
9. The EMD shall be forfeited, if successful agency fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
10. The Competent Authority of this Institute will decide about the agency to which the offer shall be granted based on the Technicality & quoted rates and any other credibility, etc., the decision of the competent authority shall be final.

C) Terms & Conditions to this Tender:

1. The Successful Tenderer should be awarded with work and in such case; they have to enter into an agreement with this Institute on amount **Rs.100/-** non-judicial stamp paper (to be provided by the Tenderer) for providing mentioned services.
2. The agency shall submit the order copies of increasing minimum wages as per Govt. of India rules from time to time to the Institute.
3. No child labour will be entertained.
4. Any dispute or difference arises between the parties in respect of this Agreement or any matter arising the same will be settled across the table.
5. The deployed staff working hours from 9.00 a.m. to 5.30 p.m. in between there will be at 30 minutes lunch break from 01.30 a.m. to 02.00 p.m.
6. Institute has reserves right to increase or decrease of manpower if any need.
7. There will be sufficient penalty for your services by yours deployed staff, if found any unsatisfactory services.
8. However, the Authority of this Institute reserves the right to cancel this Agreement at any stage in the event of poor/dissatisfactory performance without assigning any reason what so ever.
9. Manpower supplier firm should be registered / licensed manpower supplier firm with labour department Govt.of India for the supply of Unskilled, Semi-Skilled, Skilled and High Skilled manpower.
10. Interested manpower supplier firms may quote their rates for engaging manpower on monthly basis (Payment will be as per actual basis depending upon working days of Institute)To be employed by them. All the liabilities of supplied manpower directly or indirectly will be the sole responsibility of the manpower supplier firm. The other statutory expenses like Minimum wages, EPF, ESI, Bonus etc will be the responsibility of the supplier.
11. The manpower supplier/firm must fulfill all condition required under labour contract employment act as amended from time to time.
12. The manpower supplier/ firm shall be governed by the laws of India and interpretations in accordance with such laws.
13. Annual Turnover for the last three financial year of similar business duly certified by the Chartered Accountant.
14. The tender should contain satisfactory Performance report from past & present clients.
15. The payment (s) to be made to the contractor is subject to deduction of statutory taxes of any Government as per rules from time to time and will be made after the completion of every month.
16. The contacting agency shall ensure that the manpower deployed in NIOH,Kolkata confirm to the Technical specification, age, educational and skill qualification prescribed by National Institute for the Orthopedically Handicapped, Kolkata. Institute shall have the right to conduct a written / viva/ practical test for all the men supplied by the manpower supplier to assess the competence of the supplied manpower. In case of skilled, semi-skilled and un-skilled found to be incompetent for the job as semiskilled , skilled work he / she will be paid only rate applicable for unskilled worker and subsequently the manpower supplier Agency / Firm will have to provide suitable replacement for the said person.
17. The manpower Agency/Firm should make suitable arrangement for supervision of the manpower supplied and other related work.

18. The manpower supplier Agency / Firm shall be responsible for all injuries and accidents to persons employed by him. And the personal accidents arising out of and during course of their duties by the Agency.
19. In the event of injury, illness or accidents to any worker, NIOH, Kolkata will not be liable to pay any compensation. The insurance cover shall include the liability under the Workmen's Compensation Act by the Agency.
20. The manpower supplier agency/Firm shall have to engage the required number of manpower and in case required number is not available on any day, without proper and acceptable reason NIOH,Kolkata can impose penalty of manpower supplier/firm maximum of RS.500/- per person per day or as decided by the Director of NIOH,Kolkata.
21. The manpower agency/Firm shall in no case pay its employees less than the minimum mandatory rates per day in accordance with the minimum wages fixed by Central Government/ decided by the Institute and a record should be kept in a register, which may be made available for examination by NIOH,Kolkata as and when demanded.
22. The manpower supplier Agency/Firm shall not appoint any sub company / agency to carry out work.
23. The manpower supplier Agency/Firm shall maintain a daily attendance register including the number and names of the workers engaged in office for works as per scope of the contract. Also it shall maintain a complaint book, which should be made available as and when required.
24. The manpower supplier Agency/Firm shall maintain all necessary registers and display notice as per mandatory requirement under the law of land.
25. The contract shall commence from the date of receipt of acceptance of the work order which shall be accepted by the manpower supplier firm within not more than 10 days from the receipt of the order or 15 days from the date of said order, whichever is earlier and shall continue till 12 months unless it is curtailed or terminated by NIOH,Kolkata.
26. The contract initially will be for a period of one year. However, it can be extended on the same rates, terms & conditions subject to satisfactory work of the contractor till the execution of new contract, whichever is earlier.
27. If the agency/firm wants to rescind the contract voluntarily or otherwise, he is required to give a notice of at least 2 months failing which is amount of the Security Deposit will be forfeited and alternate arrangement will be made at the risk and cost of the agency.
28. If the agency/firm repeatedly violates the terms and conditions of the contract or fails to supply required number of unskilled ,semi-skilled, skilled and High Skilled manpower despite NIOH,Kolkata having serviced him proper notices, the contract shall be liable to be terminated and Security so deposited shall be forfeited.
29. In case of any damage or loss caused to NIOH,Kolkata property by the manpower supplied is found , the same shall be charged from manpower supplier firm. It must be ensured by the manpower supplier firm by submitting an affidavit on non judicial stamp paper of Rs.100.00 stating therein that he will be bear the loss out of his own.
30. The loss caused to NIOH,Kolkata on account of negligence/derelection of duties by the employees of the man power supplier firm, shall be established after a joint inquiry comprising the representatives of NIOH,Kolkata and manpower supplier firm, and NIOH,Kolkata shall be within its right to make it good from the manpower supplier firm.
31. The manpower supplier Agency/Firm shall replace immediately any of its personal who is found unacceptable to NIOH,Kolkata because of security risk, in competence, conflict of interest, improper conduct etc. upon receiving a notice from NIOH,Kolkata. No association or trade union activity will be allowed to the man power supplied by the agency.

32. The manpower supplier Agency/Firm shall immediately provide a substitute in the event of any person leaving duties to his/her personal reason. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage at double the minimum wages per day on the man power supplier firm.
33. The normal working hour shall be 09.00am to 5.30pm with half an hour lunch break from 01.30pm to 02.00pm. However the timings may be changed at the discretion of NIOH, Kolkata from time to time. In case of urgency/emergency, the worker can be deployed beyond normal duty hours, which shall be compensated either in monetary or leave form, also for job works the suitable timings will be according to need.
34. NIOH, Kolkata are not responsible for any dispute of manpower, and the manpower so provided shall not be in any way be the employee of NIOH, Kolkata.
35. For all intents the manpower supplier firm shall be the "Employer" within the meaning of different labour Legislations in respect of manpower so employed in NIOH, Kolkata. The persons deployed in NIOH, Kolkata shall not have claims of master and servant relationship nor have any principal and relationship with or against the competent authority.
36. In case of termination of the contract on its expiry or otherwise, the persons employed by the manpower supplier firm shall not be entitled to any and will no claim for any absorption not for any relaxation for absorption in the regular/otherwise capacity in NIOH, Kolkata.
37. The required strength of manpower under various categories is indicative only. However, the deployment shall be as per actual requirement to be decided in consultation with the manpower supplier firm and any increase or decrease in the actual deployed strength shall increase/reduce the payment to be made proportionately.
38. The unskilled, semi-skilled and skilled manpower presently working in NIOH, Kolkata of daily wage/contract basis may engage by the manpower supplier firm as per his own terms and condition. NIOH, Kolkata will no way be responsible for the same. In case of dispute for non-payment of wages to the supplied manpower or any other dispute, the payment due to manpower supplier firm can be withheld till the statement of the disputes by the NIOH, Kolkata or on the order of the court of law.
39. Notwithstanding the above, NIOH, Kolkata reserves the right to accept or reject all tenders at any time prior to award of contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever to the affected bidder(s).
40. The age of deployed staff should be minimum 18 years and maximum 60 years only.
41. The Agency should provide two sets of Uniforms and shoes to their deployed staff and Identity card.
42. The personnel of Contractor should have observe only **09** closed days in a calendar year irrespectively of the holidays by the Institute as per the list given by the Institute from time to time. The 09 closed holidays normally **cover Republic day, Independence Day, Deepavali, Christmas, Bakrid, Gandhi Jayanthi, Maha Astami, Vijay Dasami and Holi**
43. **The estimated cost shown in BOQ is comprising of Revised minimum wages +VDA for 26 days, EPF, ESI, Bonus, Uniform washing a llowance as per Govt of India rule, Excluding service charges or any other charges what so ever.**
44. **While quoting the rates contractor should consider the given basic cost and his / her profit shares.**

i) Payment:

- 1) The payment will be made on monthly basis after the satisfactory work, upon presenting the bills along with reports of satisfactory services and attendance of deployed staff as agreed.
- 2) The payment would be made after deducting **10%** of your monthly bill, which will kept at NIOH as performance Security Deposit, the same will be released after completion of your satisfactory work as per agreement without any interest.
- 3) The payment would be made by A/c Payee Cheque after deducting statutory levies/security deposits as applicable, if any.
- 4) The payments related to Salary, Minimum wages, EPF, ESI, Bonus, or any to your deployed staff shall be maintained by the agency, the relevant receipt copies shall be enclosed along with your monthly Bill.
- 5) No advance payment would be made in any case.

Scope of work :

| SI No | Catagory | Requirement of staff | Involving Activities |
|--------------|-----------------|-----------------------------|--|
| 1 | Un-skilled | 3 Nos | Xeroxing, File moving, Office order & circular distributing, and Guest house, Hostel and maintenance works. |
| 2 | Semi-Skilled | 4 Nos | Hostel Attender, Supervising the works, To help the Carpenter & Electrical works and surgical and modified shoe making, padding and other related leather works etc. |
| 3 | Skilled | 8 Nos | To attend the carpenter & electrical works independently, To care of Hostel In charge and Office file works etc. |
| 4 | High Skilled | 1 No | To supervising labours , maintain the registers, files, processing the bills and take the responsibilities of the section/departments and etc. |

Please attach a separate sheet for the details as given below:

| Name of organization with complete address and telephone numbers to whom services provided | From | To | Type of Manpower Supplied | Contracted amount Rs. per month |
|--|------|----|---------------------------|---------------------------------|
| | | | | |

QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS WORKERS

| SI NO | Categories | Eligibility |
|-------|---------------------|---|
| 1 | UNSKILLED | Helper,Mali,Peon,Cook-Helper,Electrician Helper, Plumber Helper, Manual manpower, Carpenter Helper,Watchman. |
| 2 | SEMI-SKILLED | Electrician, Cook, Lab Attendant, Plumber, Senior Mali, Supervisor, Electric Meter Reader, Carpenter, Medical Attendant |
| 3 | SKILLED | Junior Assistant, Data Entry Operator, Office Assistant, Accounts Assistant and Guest House Assistant. |
| 4 | HIGH SKILLED | Supervisor, Care taker and coordinator. |

QUALIFICATION AND EXPERIENCE PRESCRIBED FOR VARIOUS WORKERS

| SI NO | Categories | Eligibility |
|-------|---|--|
| 1 | <u>UNSKILLED</u> Helper,Mali,Peon,Cook-Helper,Electrician Helper,Plumber Helper, Manual manpower, Carpenter,Watchman. | Minimum 8 th Passes and have at least one year experience in relevant job in any Government Organization. |
| 2 | <u>SEMI-SKILLED</u> Electrician, Cook, Lab Attendant, Plumber, Senior Mali, Supervisor, Electric Meter Reader, Carpenter, Medical Attendant | Minimum 10 th Pass or fail Certificate of vocational training / license (for technical job must complete ITI course and 2 years experience in relevant field) and have knowledge to read and write |

| | | |
|---|---|---|
| | | English with 1 year experience in public/private/central/state government offices for non-technical. |
| 3 | <u>SKILLED</u> Junior Assistant, Data Entry Operator, Office Assistant, Accounts Assistant and Guest House Assistant. | Minimum 10th Pass. Should have minimum technical or clerical experiences must. |
| 4 | <u>HIGHLY SKILLED</u> Supervisor, Care taker and coordinator. | Minimum Graduate from any recognized University. Proficiency of typing speed not less than 35 wpm. Experience in Data Entry in MS Office. Efficient in Drafting, according, Preparation of bill etc. Having three years experience in clerical job. Experience must be submitted. |