

TENDER FORM

File No. NIS/3-19/Stores/2011

**NATIONAL INSTITUTE OF SIDDHA
TAMBARAM SANATORIUM
CHENNAI – 600047**

**CONDITIONS OF TENDER FOR THE SUPPLY OF
"MAN POWER-2011"**

**LAST DATE OF RECEIPT OF TENDER
At 17.00 Hrs on 17.01.2012**

**OPENING OF TENDER
At 12.00 Hrs on 18.01.2012**

Cost : Rs.1,000/-

CONTENTS OF TENDER DOCUMENT

Sl no numbers	Description of contents	Page
1.	Tender Notice dated 26.12.2011	3-4
2.	Scope of Work and general instructions for tender	5-7
3.		
4.	Technical requirements for tendering agency and the Manpower to be deployed in National Institute of Siddha	8
5.	Tender Application - Financial Bid	9-11
6.	Terms and Conditions	12-17
7.	Annexure –I	18
8.	Annexure –II	19
9.	Schedule	20-22

**F.no.NIS/3-19/Strs/Manpower/10
National Institute of Siddha
Department of AYUSH
Ministry of Health and Family Welfare
Government of India
Tambaram, Sanatorium, Chennai -600 047**

26.12.2011

TENDER NOTICE

1. Sealed tenders are invited under Two Bid System ie., Technical Bid and Financial Bid from reputed, experienced and financially sound manpower companies / firms / Agencies for providing skilled manpower as listed in the Schedule in National Institute of Siddha for a period of **one year**.
2. The tender document can be downloaded from the website www.nischennai.org and submitted to The Director, National Institute of Siddha, Tambaram Sanatorium, Chennai along with a demand draft for Rs.1000/- drawn in favour of The Director, National Institute of Siddha, Chennai payable at Chennai. The last date for receipt of the filled in Tender document is **17.01.2012 at 17.00 Hrs.**
3. The interested Manpower Companies / Firms / Agencies can submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs.15,000/- and other requisite documents till **17.00 Hrs on 17.01.2012**. The tenders shall not be entertained after this deadline under any circumstances whatsoever.
4. The Bids shall be opened on the scheduled date and time in the presence of the representatives of the Companies/Firms/Agencies. Hence the representative of the companies /firms should be present on the spot at the time.
5. **Pre-Qualification :**
 - a. The Manpower Companies / Firms / Agencies having minimum **3 (three) years experience in providing manpower services** to any Government / quasi Government departments or private Hospital/Institution need only apply.

6. The various crucial dates related to Tender for providing Manpower to NIS Chennai are cited as under:
 - a. Date and time for submission of Tender (Technical & Financial):
at **17.00 Hrs** on or before **17.01.2012**.
 - b. Date and time for opening of Bids: **12.00 hrs** on **18.01.2012**.
7. NIS reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director-i/c in this regard shall be final and binding on all.
8. The Bids shall be opened on the scheduled date and time at **12.00 hrs** on **18.01.2012** in presence of only one representative of the Manpower Companies /Firms/Agencies if any who wish to be present on the spot at that time.
9. All entries in the Tender form should be legible and filled clearly if the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid Form. In such case, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be initialed by the person authorized to sign the tender bids.

DIRECTOR -I/C

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR
TENDERERS**

1. NIS, Chennai requires the services of reputed, well established and financially sound Manpower Companies / Firms / Agencies to provide manpower as per **SCHEDULE** of this Tender Document.

2. **The details of the posts outsourced and the minimum prescribed qualification for the posts and the number of posts required are shown in the SCHEDULE attached. The tenderers are required to supply the manpower to the posts as per the qualification prescribed in the service rules as per SCHEDULE. The tenderer should bid for all category of posts.**

3. **Cover – A: Pre-qualification and Technical conditions are:**
 - a. [i] The tenderer should have **minimum three years experience** of supplying similar services to any Government / quasi Government departments or private Hospital/Institution. i.e., the list of organizations for which services were supplied in last three years should be furnished. The tenderer should also furnish the No. of persons for each post supplied by him in the last three years in the following format

Name of the organization to which manpower supplied	Name of the posts	No. of persons supplied		
		2008	2009	2010
Total manpower supplied				

4. **Financial Bid : (in Cover - B)**

The Financial Bid for the posts as per the schedule attached with this tender shall be furnished separately in Cover B.

5. The contract is for a period of one year, and the period of the contract may be further extended at the discretion of the Director-i/c, National Institute of Siddha. The Institute however, reserves right to terminate this initial contract at any time after giving one week notice if found the services rendered by the Manpower Companies / Firms / Agencies not satisfactory.
6. The tenders have been invited under two bid system ie., Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes superscribing '**Technical Bids for providing Manpower supply -2011 to NIS,Chennai and Financial Bids for providing Manpower Supply -2011 to NIS, Chennai. Both sealed envelopes should be kept in a third sealed envelope superscribing 'Tender for providing Manpower Supply-2011 to NIS, Chennai.**
7. The Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand Only) refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of **Demand Draft drawn in favour of Director, National Institute of Siddha, Chennai failing which the tender shall be rejected summarily.**
8. The successful tenderer will have to deposit a Performance Security Deposit of 10% of the Annual Contract Value in the form of Fixed Deposit (FDR) made in the name of the Manpower Companies / Firms / Agencies hypothecated to the Director, NIS, Chennai or Demand Draft in favour of the Director, NIS, Chennai covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
9. The successful tenderer shall execute an agreement on stamp paper to the value of Rs.100/- (to be paid by the tenderer) with the Director National Institute of Siddha, Tambaram Sanatorium, Chennai-47 within 15 days of the receipt of intimation of acceptance of the tender by him. The specimen Form of agreement bond will be supplied by this Institution.

10. In case of successful tenderer, it is at the discretion of the Director, National Institute of Siddha, Tambaram Sanatorium, Chennai to adjust the Earnest Money Deposit (EMD) against security Deposit payable by him.

11. Tenders should be filled and signed in all pages and in addition to every correction in the Tender should invariably be attested by full signature of the Tenderer with date before submission of the tenders to the authorities concerned, failing which the tender will be liable to be rejected.

12. The Director National Institute of Siddha reserves the right to reject the tenders or to accept the tenders for the supply of all the manpower or for anyone or more of the manpower tendered for in a tender without assigning any reason for doing so.

TECHNICAL BID (COVER-A) - REQUIREMENT FOR THE TENDERING COMPANY / FIRM/ AGENCY

The tendering Manpower Companies / Firms / Agencies should fulfill the following technical specification.

- a. The tendering Manpower Companies / Firms / Agencies are required to enclose photocopies of the following documents as per the order given below along with the Technical Bid failing which their bids shall be summarily/ out-rightly rejected and will not be considered any further.
 1. Tender document duly filled and signed with company seal in all pages.
 2. Copy of Labour license
 3. Copy of PAN Card
 4. Copy of IT Return filed for the last three financial years
 5. Copy of EPF Registration Certificate
 6. Copy of ESIC Registration Certificate
 7. Copy of the Service Tax Registration Certificate
 8. Copy of Profession Tax License
 9. Copy of certified Annual Turn Over which shall be submitted in **Annexure II**
 10. Copy of Experience Certificate for minimum 3 years
 11. Copy of Company Profile
 12. List of Clients
- b. The Companies/Firms/Agencies should have at least three years experience in providing similar services to any Government / quasi Government departments or private Hospital/Institution etc.,
- c. Proof of working in Ministries / Government Offices / Organization for three years and the number of persons deployed by the agency each year in the last 3 years which shall be submitted in **Annexure -I**
- d. Index showing the Page Nos. to be made available.

FINANCIAL BID (COVER -B)
APPLICATION – FINANCIAL BID

For providing Manpower to National Institute of Siddha

1. Name of Tendering Companies/Firms/Agencies
2. Details of EMD : Rs.15,000/- (Rupees Fifteen Thousand Only)

D.D No. & Date:

Drawn on Bank:

3. Rates are to be quoted in accordance with the Central Minimum Wages Act, 1948 as applicable in Chennai.
4. For the post of Pharmacist the rate to be quoted shall not be less than Rs.15000/- pm (salary+ Employer & Employee Contribution of ESI & EPF)
5. For the post of Masseur the salary shall not be less than Rs.10,000/- pm (salary+ Employer & Employee Contribution of ESI & EPF)
6. For the post of Driver cum Attendant the salary shall not be less than Rs.8,000/-pm (Salary +Employer & Employee Contribution of ESI & EPF)

Sl No	Name of the post	No of posts	Monthly Rate	EPF Contribution (Employee & Employer)	ESI contribution (Employee & Employer)	Other Liability if any (pl. specify)	Service Tax	Admin charges	Total amount per staff per month	For total number of staff (Column 3 x10)
1	2	3	4	5	6	7	8	9	10	11
1.	Lab Technician	4								
2.	Pharmacist	3								
3.	Staff Nurse	11								

SI No	Name of the posts	No of posts	Monthly Rate	EPF Contribution (Employee & Employer)	ESI contribution (Employee & Employer)	Other Liability if any (pl. specify)	Service Tax	Admin charges	Total amount per staff per month	For total number of staff (Column 3 x10)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>
4.	Jr.ECG Technician (Female)	1								
5.	Lab Assistant	2								
6.	Pharmacy Attendant	6								
7.	Store Attendant	1								
8.	Lab Attendant	8								

Sl No	Name of the posts	No of posts	Monthly Rate	EPF Contribution (Employee & Employer)	ESI contribution (Employee & Employer)	Other Liability if any (pl. specify)	Service Tax	Admin charges	Total amount per staff per month	For total number of staff (Column 3 x10)
1	2	3	4	5	6	7	8	9	10	11
10	Peon	2								
11	Ward Boy	3								
12	Driver Cum Attendant	2								
13	Masseur	4								
14	Office Assistant	3								
	Grand Total	50								

Signature of the Authorized person

Date:

Name:

Place:

Seal:

Notes:

The rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities at the time of entering into the contract. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been pertained by each manpower.

TERMS AND CONDITIONS

GENERAL

1. The contract shall be for one year unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Manpower deployed, breach of contract, reduction or cessation of the manpower requirements etc.
2. The contract shall automatically expire on the completion of one year from the date of award of contract, unless extended further by the mutual consent of contracting agency and this Office.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon by the successful Service providing Companies/Firms/Agencies and National Institute of Siddha.
4. The acceptance or otherwise of the tenders shall be communicated to the tenderers in writing.
5. The contracting Companies/Firms/Agencies shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Institute.
6. The Institute at present is in requirement of skilled Manpower on urgent basis. The requirement of the Institute may increase or decrease during the period of initial contract also and the tender would have to be provide additional Manpower, if required on the same terms and conditions.
7. The tenderer will be bound by the details furnished by him/her to this Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be breach of terms of contract making him / her liable for legal action besides termination of contract.
8. The National Institute of Siddha reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

LIABILITIES, CONTROL ETC., OF THE PERSONS DEPLOYED

9. The declaration form in **Annexure -I** must be signed by the tenderer and must be enclosed along with the tender. No reference to the printed terms and conditions offered shall be considered.
10. The contracting agency shall ensure that the individual Manpower deployed in the National Institute of Siddha conform to the technical specifications of age, education and skill qualification prescribed Schedule of the Tender document.
11. NIS is a Central Government Siddha Hospital working under Department of AYUSH working all 7 days in a week. However, the staff deployed by the Manpower Companies/ Firms / Agencies can avail weekly off on rotation basis.
12. The contracting Companies/Firms/Agencies shall furnish the following documents in respects of the individual Manpower who will be deployed by it in this Institute before commencement of work.
 - a. List of persons deployed
 - b. Bio-data of persons along with their copies of certificates for proof of requisite qualifications.
 - c. Attested copy of matriculation containing date of birth
 - d. Character certificate from two Group A or Class I offices of the Central / State Government
 - e. Certificate of verification of antecedents of persons by local police authority.
13. In case, the person employed by the successful Companies/Firms/Agencies commits any act omission / commission that amounts to misconduct / indiscipline / incompetence, the successful Companies/Firms/Agencies will be liable to take appropriate disciplinary action against such person, including their removal from site of work, if required by the Institute.
14. The tendering Companies/Firms/Agencies shall replace immediately any of its personnel who are found unacceptable to this Institute because of security risks, incompetence, conflict of interest, improper conduct etc., upon receipting within notice from this Institute.
15. The person deployed shall be required to report to Hospital Superintendent-i/c / Dy. Superintendent-i/c/Dy. Director(Admin) /Office superintendent. In case person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

16. As National Institute of Siddha is working for all the 365 days in a year, in no case there shall be any short fall in the numbers of workers provided by the Tenderer. i.e numbers of workers should not fall below 50 on any day. The contractor shall arrange for adequate leave reserve personnel in lieu of weekly-off and leave period of the persons employed by him for National Institute of Siddha. No separate payment shall be made for such arrangement. Payment will be made for only 50 personnel at the rate quoted for each category.
17. All the workers provided by Tenderer should not be suffering from any contagious disease. They should be hale, healthy and energetic.
18. The agency shall depute a coordinator who would be responsible for immediate interaction with National Institute of Siddha so that optimal services of the persons deployed by the agency could be availed without any disruption.
19. As and when complaints regarding defective working are made by the Director /NIS, immediate action shall be taken by the Tenderers to rectify the defect.
20. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. **The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimate agreed liquidated damages @ Rs.100/- per day on the service providing agency.**
21. It will be the responsibility of the service providing agencies to meet transportation, food medical and any other requirements in respect of the person deployed by the Agency in this Institute and **NIS will have no liability in this regard.**
22. If the Director /NIS decides that any person supplied by tenderer has to be replaced, the tenderer will do so immediately. The failure to do so will entail penalty of 10% of the rate quoted for such person.
23. The contract should not be sublet without the written permission of the Director /National Institute of Siddha.

24. For all intents and purposes the service providing agency shall be the 'Employer' within the meaning of different Labour Legislations in respect of Manpower so employed and deployed in the Institute. The persons deployed by the agency in National Institute of Siddha shall not have claims of Master and Servant relations, not have any Principal and Agent relationship with or against the National Institute of Siddha.
25. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This Institute shall, in no way be responsible for settlement of such issues whatsoever.
26. This Institute shall not be responsible for any damages, losses, claims financial or other injury to any person deployed by service providing agency in the course of their performing the functions / duties, or for payment towards any compensation.
27. The persons deployed by the Service providing Agency shall not claim, nor shall be entitled to Pay and Other facilities admissible to Regular employees of National Institute of Siddha.
28. The persons appointed by the Service provider shall also not be entitled to any absorption in Regular capacity in the Institute on expiry of the Contract.
29. The loss to the Director / National Institute of Siddha, Chennai if any, incurred on account of failure/or neglect or refusal on the part of the contractor to supply according to the terms of the agreement will be recovered from him from the security deposit

LEGAL

30. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund and Employees State Insurance etc., in respect of the persons deployed by it in this Institute.
31. The tendering agency shall also liable for depositing all taxes, levies, cess etc., on account of service rendered by it to the National Institute of Siddha to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. The tenderer shall also produce necessary proof of having filed the tax returns with the concerned authorities for each month along with the wage bill for payment.

32. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand to the concerned authorities of this Institute or any other authority under law.
33. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Institute.
34. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Institute is put to any loss / obligation, monetary or otherwise, the Institute shall be entitled to get the loss recovered from the Agency.
35. If any loss of property occurs, investigations will be carried out by the authorities comprising of the authorized representatives of the Tenderer and the National Institute of Siddha. The Tenderer shall pay compensation commensurate with the loss, if the personnel hired by the Tenderer is found to be responsible for the said loss in the investigation.

FINANCIAL

36. The Technical bid should be accompanied with Earnest Money Deposit (EMD), refundable of **Rs.15,000/- (Rupees Fifteen Thousand Only)** in the form of Demand Draft or pay order drawn in favour of The Director, National Institute of Siddha, payable at Chennai failing which the tender shall be rejected out rightly.
37. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the performance Security deposit. **Further, if agency fails to deploy required number of Manpower against the initial requirement within 10 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.**
38. The successful tenderer will have to deposit a security amount of 10% of the Annual Contract value in the form of Fixed Deposit Receipt(FDR) made in the name of the agency and hypothecated to the Director, National Institute of Siddha, Chennai covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be renewed accordingly by the successful tenderer.

39. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the agency will be liable to be forfeited by the Institute besides annulment of the contract.
40. The agency shall raise the bill, in triplicate, along with attendance sheet, and submit the same to The Director-i/c , National Institute of Siddha on the first working day of the succeeding month. **Salary is to be distributed to the employees deployed by the Service providing agency on or before 5th of every month without fail.**
41. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc., should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Institute.
42. The agency shall furnish the Annual Reports/Half yearly Reports and other statutory requirement form such as Form 5 / Form 10 in respect of Provident Fund, and Annual /Half year reports in respect of Employee State Insurance Corporation and copy of ESIC cards issued to the Manpower.
43. The amount of pre-estimated agreed liquidated damages calculated @ Rs.100/- per day per person on account of delay, if any in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Companies/Firms/Agencies in the following month.
44. The National Institute of Siddha reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to over come the problem encountered by the contracting parties.

DIRECTOR -I/C

ANNEXURE I

Declaration

1. I/We enclose herewith Demand Draft for Rs. _____-towards Earnest Money Deposit.
2. I/We bind myself/ourselves to the conditions prescribed in the Tender Form.
3. I/We the Tenderers agree to have the Earnest Money forfeited to National Institute of Siddha in case of my/our failure in full or part to undertake the contract upon the acceptance of this Tender.

Signature:

Designation:

Name of the firm and address:

ANNEXURE II

The Annual Turnover of M/s. _____ for the past three years are given below and certified that the recognized Statement is true and correct.

Sl.No.	Year	Turn over Rs in lakhs
1.	2008-2009	
2.	2009-2010	
3.	2010-2011	
	Total	Rs _____ lakhs

Average turnover per annum Rs. _____ lakhs

SCHEDULE
NATIONAL INSTITUTE OF SIDDHA
TAMBARAM SANATORIUM, CHENNAI -47

Schedule showing the details of posts to be outsourced

S.No.	Name of the Posts	No. of Posts required	Rate for each posts per month	Total amount per month	Qualification to the posts	Experience
1.	Pharmacist	03			1)HSC from a recognized State Board of Education with Science and English. 2)Recognized Certificate in Siddha Pharmacy/ Dispensing Course, the duration of which should not be less than 2 years.	Minimum 1 year experience in Siddha Hospital.
2.	Staff Nurse	11			1)HSC from a recognized State Board of Education 2)Certificate of "A" Grade Nurse and registered with the Nursing Council of India OR B.Sc. in Nursing from recognized University and registered with the Nursing Council of India.	Minimum 1 year experience in Siddha Hospital
3.	Lab Technician	04			HSC from a recognized State Board of Education preferably with 2 years Vocational course in Laboratory Technology OR Diploma in Medical Laboratory Technology of minimum one year duration from a recognized University / Institution.	Minimum 1 year experience in Siddha Hospital
4.	Driver Cum	02			10 th standard with Heavy vehicle driving license	Minimum experience of 1

	Attendant				with requisite experience.	year
5.	Pharmacy Attendant	06			1) SSLC from a recognized State Board of Education. 2) Knowledge of work in respective field. Preferable : Vocational Course at +2 level in concerned para medical discipline.	Minimum experience of 1 year
6.	Lab Attendant	08			1) SSLC from a recognized State Board of Education. 2) Knowledge of work in respective field. Preferable: Vocational Course at +2 level in concerned para medical discipline.	Minimum experience of 1 year
7.	Ward Boy	03			Class VII pass and ability to read and write Tamil	Minimum experience of 1 year
8.	Masseur	04			Trained in Siddha way of massage in Siddha Hospital	
9.	Lab Assistant	02			HSC from a recognized State Board of Education preferably with vocational course OR Diploma in Laboratory Technology OR Degree in science with Physics/ Chemistry and English.	Minimum experience of 1 year
10.	Junior E.C.G Technician (Female Candidate)	01			1) Pass in HSC and undergone training in Operating and Maintaining Electro Cardiogram Apparatus for a period of not less than 6 months in Government / Private Institutions recognized by Government of India. 2) Should possess a certificate of proficiency in	Minimum experience of 1 year

					Electro Cardiogram Techniques.	
11.	Stores Attendant	01			1) SSLC from a recognized State Board of Education. 2) Knowledge of work in respect field. Preferable: Vocational course at HSC level in concerned para medical discipline.	Minimum experience of 1 year
12.	Office Assistant	03			HSC from a recognized State Board of Education and Knowledge in Computer operations Typing speed prescribed as per DOPT norms	
13.	Peon	02			10 th Standard.	
TOTAL		50				