

## TENDER NOTICE

### Manpower supply for gardening and house keeping services at TNNLS on contract basis for one year

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Tamil Nadu National Law School, (TNNLS) a State University established under the Tamil Nadu Government Act 9 of 2012 to provide legal education with global vision, invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies for supply of m a n p o w e r services for house Keeping and gardening services on contract basis **for a period of one year** from the date of awarding contract.

1. The last date of submission of tenders is 11.7. 2016 -10 .00 a.m.
2. The opening of tenders will take place at TNNLS Admin Block, Tiruchirappalli -620009 at 11.00 a.m. on 11-07-2016 in the presence of tenderers or their authorized representatives.
3. The validity of Tenders will be for 90 days from the date of opening of Tenders. The bidder can not withdraw their offer within the period of validity or else EMD shall be forfeited.
4. The interested and eligible manpower agencies may submit separate bids for various categories of personnel for house keeping and gardening work complete in all respects along with Earnest Money Deposit (EMD) of R s.25 ,0 0 0 /- (Rupees Twenty five thousand only) in the form of Demand Draft drawn in f a v o u r o f **“The Registrar, Tamil Nadu National Law School** “payable at Tiruchirappalli. The tenders without EMD and tenders received after the said deadline shall not be entertained under any circumstances.
5. The Registrar, Tamil Nadu National Law School reserves the right to amend / cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the TNNLS in this regard shall be final and binding on all.

**Registrar**

## **I - Scope of Work and General Instructions for Tenderers**

1. Tamil Nadu National Law School requires the services of a reputed, well established and financially sound Proprietary firm or Partnership firm or Limited liability partnership firm or Company incorporated under the Companies Act for supply of manpower for gardening and house keeping services on contract basis. **The Agency should provide a copy of the Certificate to show evidence for the type of company. The Agency should also provide an undertaking that they shall comply with all relevant statutory norms as applicable.**
2. The tentative requirement of the number of persons, category-wise are given below:

<b>Sl.No.</b>	<b>Category</b>	<b>Approximate Number</b>
1	House Keeping workers	8
2	Sanitary Workers	6
3	Gardeners	5

However, the above number may be subject to change depending on actual requirement. The qualifications and other conditions for governing the persons should be as per Annexure IV.

3. The contract is likely to commence from the date of award of contract and would continue for a period of one year. The period of the contract may be further extended provided the requirement of the TNNLS for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company or cessation of the requirement of work. TNNLS, however, reserves the right to terminate this initial contract at any time after giving one week's notice.
4. Evidence for past experience and SATISFACTORY performance of similar work done for the departments of the Government of India/Statutory Bodies/PSUs/ Private Sectors for last three years may be submitted along with application. (A list of such organizations being served may be provided).

**The experience certificate with successful completion from concerned client organizations should be provided with technical bid. The work order/alone shall not be accepted for this purpose.**

5. The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed two such work where it has provided at least 20 persons in two organizations during the last 2 years. The name/s of such organizations along with number of persons deployed may be submitted.
6. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
7. Copies of Profit/Loss account, Balance Sheet, Copies of IT Returns duly certified by the Chartered Accountant for the last financial year ending on 31.3.2016 should be submitted along with technical bid.
8. The Service Provider shall submit an affidavit stating that the Company is not / has not been black listed by Central/State Government/PSUs/Private Sector.
9. The firm should have registered with Income Tax and Service Tax authorities.
10. The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act, etc.,.
11. The Service Provider should have an office within Tamil Nadu.
12. The turnover of the firm during the last 3 financial years should not be less than Rs. 50 lakh per annum from similar services.
13. Service provider should have its own Bank Account.
14. Persons deployed by the service provider shall not be less than 18 years of age.

**Non-compliance with any of the above conditions by the company will lead to rejection of the service for which tender has been floated and particular company's tender will be summarily rejected.**

## II- TECHNICAL SPECIFICATIONS

The interested Company may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees twenty five thousand only) in the form of Demand Draft drawn in favour of "The Registrar, Tamil Nadu National Law School" and other requisite documents latest by 10 am on 11.7.2016.

1. The tenders have been invited under two - bid system i.e . (1) Technical Bid and (2) Financial Bid . The interested Companies are advised to submit two separate sealed envelopes super - scribing **"Technical Bid for providing manpower on outsource basis"** and **"Financial Bid for providing manpower on outsource basis"** in bold letters.
2. The tendering Company is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
  - a. Proof of payment of EMD
  - b. PAN/GIR No.
  - c. Certificate of Incorporation or the case may be
  - d. Service Tax Registration
  - e. TAN No.
  - f. Documents showing completing at least two services where it has provided a minimum of 20 workers, financial worthiness and competence to be substantiated through Income Tax returns, in two organizations during the last 2 years in single contract and turnover of the firm is not less than one crore per annum during the last three years relating to providing manpower resources.
  - g. Affidavit stating that the Company is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector.
  - h. List of similar assignments and number of Manpower provided to Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector during the last three years by the Company (Attach attested copy of experience certificate)

3. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
4. EMD must be enclosed with technical bid.
5. All entries in the tender form should be filled legibly. If the space provided in the application is insufficient for furnishing information, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Application Form. In such cases, the tender shall be summarily rejected. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.**
6. The envelope containing Technical Bid shall be opened first on the scheduled date and time (10.00 a.m. on 11.7.2016) at TNNLS campus, Tiruchirappall-620009, in the presence of the Tenderers or their representatives who wish to be present at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Thereafter, Financial bids of technically qualified, eligible bidders who fulfill all the requisite criteria only shall be opened at TNNLS in the presence of short listed Tenderers or their authorized representatives.
7. The Registrar, TNNLS reserves the right to annul any or all bids without assigning any reason.
8. The bidders shall quote the Technical & Financial bids as per the format enclosed at Annexure I & II.

### **III TERMS AND CONDITIONS**

#### **A. General**

1. Payment Terms: The standard terms of payment is within 15 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in TNNLS. The payment shall be made through Cheque(s)/RTGS/NEFT/ECS.
2. Payment of salary by Service Provider: The Service Provider shall ensure that the consolidated salary to the persons so employed is made by 7<sup>th</sup> day of the succeeding month.
3. Income Tax: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the total bill. Tax deduction certificate will be issued to the Service Provider by TNNLS.
4. Penalty Clause: The service provider shall send the requisite number of persons within stipulated time on receipt of requisition from the TNNLS. In emergent situation, such as the person deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 3 days, the Service Provider shall deploy a suitable substitute. If the contractor fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the TNNLS on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency for deployment of that person, for the first ten days from the date of absence of the person from duty will be made. In case the Service Provider fails to provide suitable substitute(s) evenafter ten days, additional penalty @ 1% of the total wage bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by the Competent Authority in TNNLS, which will be final and binding on the Service Provider.
5. Termination of the Contract: In case of any material violation of any of the terms and conditions by the Service Provider, the TNNLS reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority will be final and binding.
6. Revision of wages: In case of engagement extended beyond one year the Competent Authority, TNNLS may consider the revision of consolidated wages by 10% of the present charge.

7. Statutory obligations: The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider refuses to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by TNNLS and the TNNLS shall be at liberty to recover losses, if any, from the Service Provider.
8. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the TNNLS shall not be a party to any dispute arising out of such deployment of the contractor.
9. Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them and therefore, they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
10. Place of Duty, Working Hours and Punctuality.
  - a. The TNNLS is presently at Navallur Kuttapattu, village Srirangam Taluk, Tiruichirappalli-620009 . The personnel so deployed shall have to report for duty at the above place. No extra liability on account of transportation will be borne by TNNLS.
  - b. The working hours of the TNNLS will be from 09.00 a.m. to 5.00 p.m.
  - c. The personnel deployed shall work for 8 hours (excluding ½ hr. lunch time) from 08.00A.M. to 04.00 P.M. on all working days from Monday to Saturday.
  - d. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
  - e. The outsourced staff may take one day off if they work on Sundays or Government holidays.
11. Statutory/compulsory deductions like EPF/Income Tax/Service Tax, etc., of its workers will be of the responsibility service provider. No extra payment shall be made by the TNNLS.
12. The Service Provider will provide to the TNNLS a list of all personnel so deployed with permanent and present address along with their latest photographs.

13. The Service Provider shall be responsible for all acts of omission & Commission on the part of the manpower engaged for the purpose. The TNNLS shall not be responsible in any manner, whatsoever, in matters of injury/death of the employees performing duties under the contract.
14. It shall be the responsibility of the Service Provider to issue the employment card/photo/identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act, 1970.
15. The Agency shall arrange such facilities like EPF and ESI as provided in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the TNNLS.
16. The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the TNNLS because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from the TNNLS. Notwithstanding above, the TNNLS has the right to ask to change/replace the personnel at any point of time without assigning any reason.
17. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
18. The TNNLS shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
19. The Service Provider will be responsible for any damages done to the property of the TNNLS by the personnel so employed. The TNNLS will be free to recover it from the security deposit given by the Agency or from any other dues.
20. The Service Provider's personnel working in the TNNLS should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the TNNLS. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
21. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, and prevent loitering without work etc.



22. The Service Provider's personnel shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters to any person, as these are confidential/secret in nature.
23. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the TNNLS under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect will be required to be submitted by the Service Provider to this office.
24. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the TNNLS.
25. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the TNNLS will not entertain any claim in this regard.
26. The Service Provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from the TNNLS to the Service Provider shall be acknowledged immediately on the same day.
27. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the TNNLS.
28. Arbitration: The Civil court Tiruchirappalli will have jurisdiction over any dispute/difference arising out of contract or relating to this agreement including interpretation of its terms:
29. TNNLS reserves the right to terminate the contract at any point of time after giving a week's notice to the Service provider.
30. The contracting Service provider shall ensure that the manpower deployed in the TNNLS conforms to the eligibility conditions of age and educational skills, experience prescribed, etc. in the Tender Document.
31. In case a higher number of personnel is required, the service provider should provide the same and they will be paid the same quoted rate in financial bid for each category.
32. The selected Company shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons.

33. For all intents and purposes, the service providing Company shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower employed and deployed in the TNNLS. The persons deployed by the Company in the TNNLS shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against TNNLS.

#### **B. LEGAL**

1. The Service Provider shall 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 to TNNLS. The Company shall furnish a certificate that all statutory requirements have been fulfilled along with each month's bill for payment.
2. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to TNNLS to concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
3. The Service provider shall maintain all statutory Registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of TNNLS or any other authority under law.
4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided by TNNLS to the Company.
5. In case, the tendering Company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the TNNLS is put to any loss, obligation, monetary or otherwise, the TNNLS will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

#### **C. FINANCIAL**

1. The Technical Bid should be accompanied with refundable, Earnest Money Deposit (EMD), of Rs. 25,000/= (Rupees. Twenty five thousand only) in the form of Demand Draft drawn in favour of "**The Registrar, Tamil Nadu National Law School**" failing which the tender shall be rejected out rightly.
2. The EMD in respect of the Company which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to it without any

interest. Further, if the Company fails to deploy manpower against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

3. The successful tenderers will have to deposit a Performance Security of Rs.50,000/- within 15 days from the date of receipt of the formal order/singing of agreement. The performance security will be furnished in the form of the Demand Draft drawn in favour of **"The Registrar, Tamil Nadu National Law School"**.
4. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider.
5. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the service provider will be liable to be forfeited by the TNNLS besides annulment of the contract.
6. The company shall raise the bill in duplicate ,along with attendance sheet in respect of personnel deployed to the TNNLS during the first week of succeeding month.
7. The claims in bills regarding wages paid to outsourced manpower deployed, Employees State Insurance, Provident Fund, Service Tax, etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced manpower) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the TNNLS.
8. The Registrar, TNNLS reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

#### **D. EVALUATION CRITERIA**

1. The evaluation committee will be constituted by the TNNLS to evaluate the Technical Bid Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A proposal liable to be rejected at this stage if it does not respond to important aspects of the Technical Bid.
2. The Financial Bid will remain unopened for those Agencies which fail to meet the minimum technical criteria. Financial bid of those companies which meet technical criteria alone shall be taken up for consideration. Thereafter these Financial Bids shall be opened, and the total rate quoted will be read aloud and recorded.

## 2.

## ANNEXURE-I

**TECHNICAL BID**

**For providing manpower on Outsourced basis to TNNLS  
(To be enclosed in a separate sealed envelope)**

1	Name of Tendering Company (Attach certificates of registration with a brief profile of the company)	
2	Name of Proprietor / Director of Company	
3	Full address of Registered Office with Telephone No., Fax and E-Mail	
4	Full address of Operating / Branch Office with Telephone no., Fax and E-Mail	
5	Banker of Company with full address (Attach certified copy of statement of bank A/C for the last six months duly attested by the bankers')	
6	PAN/GIR No.	
7	TAN No.	
8	Name and address of at least two services where the tenderer has provided 40 persons in two organization during last 2 years in single contract and turnover of the company is not less than Fifty Lakhs per annum during the last three years related to providing human resources.	
9	Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years ending on 31.03.2016	
10	Affidavit stating that the company is / has not been black listed by Central Government Departments / State Governments / Statutory bodies / Autonomous bodies / PSUs / Private Sector.	
11	List of similar assignments and number of Manpower provided to Central Government / State Government / Statutory bodies / Autonomous bodies / PSUs / Private Sector during the last three years	
12	Acceptance of Terms and Conditions	
13	Demand Draft for EMD of Rs.25,000/- (Rupees Twenty Five Thousands Only) attached (Name of bank, DD date and amount)	
14	List of other clients	

Name and Signature of Authorised Person:

Date &amp; Place:

Seal:

**Annexure:II**

**DECLARATION**

1. I,-----, Son / Daughter / Wife of Shri----- Proprietor / Director, authorized signatory of the Company, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

**ANNEXURE-III****FINANCIAL BID****For providing manpower on Outsourced basis to TNNLS, New Delhi****(To be enclosed in a separate sealed envelope)**

1. Name of the Service Provider Company:
2. The bidder should quote wages per worker/ per month (Inclusive of all liabilities, taxes, levies, cess, etc.)

Sl. No.	Payment Component	House Keeper	Sanitary Worker	Gardener
01	Consolidated wage per head per month			
02	Agency's /service charges, if any			
03	Service Taxes, as applicable			
04	Any other statutory levies			
05	<b>Total</b>			

**Total cost for 8- house keeps,6-saintary Workers and 5-gardeners:Rs:           /=****Rupees:.....****Note:**

1. All rates to be quoted in Indian Rupees only
2. No column should be left blank.
3. Service charges to be paid by TNNLS to the Service provider
4. Service Tax as applicable
5. Changes in tax rates will be borne by TNNLS ,in case of a downward revision, the benefit must be passed onto TNNLS

Signature of authorized person

Date:

Place:

## **Annexure:IV**

### **Eligibility conditions for persons to be deployed:**

1. The persons to be deployed should be Vth passed
2. The maximum age limit for the persons to be deployed is 60
3. For Housekeeper, atleast 6 out 8 should be women and for sanitary worker atleast 4 out of 6 should be women. Gardener, atleast 4 out of 5 should be men.