

# **TENDER ENQUIRY DOCUMENT**

**FOR SUPPLY OF MANPOWER**

**INDIAN DRUGS & PHARMACEUTICALS LIMITED**

**(A GOVT. OF INDIA UNDERTAKING)**

**CIN No. U24231HR1961GOI003418**

**IDP/HYD/M.P/2022-23/01**

**INDIAN DRUGS & PHARMACEUTICAL LIMITED**

**(A GOVT. OF INDIA UNDERTAKING)**

**D.No.11-5-297 & 298, Balanagar Hyderabad-5000 037**

**Medchal- Malkajgiri District Telangana)**

**PHONE: 040-23079125**

**URL: [www.idplindia.in](http://www.idplindia.in)**

**Email: [gmhydidpl@gmail.com](mailto:gmhydidpl@gmail.com)**

**TENDER COST: Rs. 1000/-**

## **NOTICE INVITING TENDER**

**Tender Enquiry No.: IDP/HYD/M.P/2022-23/01**

**Dated: 23.11.2022.**

Sealed Tenders are invited from reputed Labour Contractor /Service Providers for providing manpower in IDPL Hyderabad plant. Tender document can be obtained from Administration Department, IDPL Balanagar, Hyderabad, Medchal-Malkajgiri Dist (Telangana) between 10 A.M. to 4.00 P.M. on all working days w.e.f. 23.11.2022 to 17.12.2022. Tender document can also be downloaded from our website [www.idplindia.in](http://www.idplindia.in). Bids shall be submitted on or before 14-00 Hrs on 17.12.2022 and Technical Bid will be opened on the same date at 15-00 Hrs. Opening of Price Bid will be informed later, only to the bidders qualifying in Technical Bid evaluation.

1. Interested bidders may obtain further information/clarification about this tender from the office of Personal Executive, I.D.P.L, Balanagar Township, Hyderabad-500037, Medchal-Malkajgiri Dist (Telangana).
2. In the event of any date of receiving / opening tenders, being declared as a holiday /closed day for I.D.P.L Balanagar Township, Hyderabad-500037, Medchal-Malkajgiri Dist (Telangana) the tenders will be received/opened on the next working day at the same time.
3. Bidders shall ensure that their tenders by the post / courier must reach in complete in all respects, are dropped in the Tender Box placed at **I.D.P.L, Administration Block, Balanagar, Hyderabad-500037, Telangana** on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late tenders and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 1 above, failing which the tenders will be treated as late tender and rejected.
4. The Bidders should have all valid statutory registrations like E.S.I., E.P.F, registration with Labour Department, under Shops & Establishment Act, PAN No. GST No. and CIN No. etc.
5. The Tender Documents are not transferable.
6. The approximate value of contract is Rs 60.00 Lac per annum
7. The initial contract period shall be for a period of One year and may be extended by another one year depending on requirement and performance of the firm.
8. Any dispute arising out of the advertisement shall be subject to the sole jurisdiction of Telangana courts.
9. Tender Enquiry Documents may be purchased on payment of non- refundable tender fee of Rs. 1,000/- per set in the form of cash or account payee Demand Draft/Pay Order/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**I.D.P.L, Hyderabad**" payable at Hyderabad.
10. Bidders may also download the tender enquiry documents from the web site [www.idplindia.in](http://www.idplindia.in) and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. Tender without tender fee shall not be considered valid.
11. All Tenders must be accompanied by EMD as mentioned in Para 1 above. Tenders without EMD shall be rejected.
12. Exemption on Tender Fee and EMD is allowed for bidders eligible as mentioned in clause 1(iv) and 4(iii) of Section- 4 of this tender document.

**For and on behalf of Indian Drugs & Pharmaceuticals Ltd (I.D.P.L)**

**Executive (Personnel)  
Indian Drugs & Pharmaceuticals Limited  
D.No.11-5-297 & 298, Balanagar, Hyderabad - 500 037  
Medchal Malkajgiri District-(Telangana)  
Phone: 040-2307 9125**

**Section - I**  
**GENERAL INSTRUCTIONS BIDDERS**

**1. Sale of Tender Document:**

- i. Tender document can be obtained from accounts department, Administration Block, I.D.P.L, Hyderabad on payment of Rs. 1000/- (Rupees One Thousand Only) in form of cash or demand draft in favour of I.D.P.L, Hyderabad payable at Hyderabad, from 10.00 hrs to 16.00 hrs on all working days between 23.11.2022 to 17.12.2022
- ii. Tender document can also be downloaded from company's website i.e. [www.idplindia.in](http://www.idplindia.in), and cost of tender document shall be paid in form of DD/ banker's cheque/ pay order in favour of I.D.P.L, Hyderabad payable at Hyderabad and must be enclosed to the technical bid.
- iii. Technical bid without cost of tender/ cash receipt issued by account department for cost of tender will be liable for rejection.

**2. Last date of submission of bid:**

- i. Tender document, completed in all respect, shall be dropped at Administration Block, I.D.P.L, Balanagar, and Hyderabad up to 1400 hrs on 17.12.2022.
- ii. The tender documents can be submitted in person or sent through courier/ post to reach within the stipulated date and time. IDPL will not responsible for any postal delay.
- iii. The bidders are to drop the tenders in the tender box kept for this purpose at Administration Block, I.D.P.L, Balanagar, Hyderabad-500037.
- iv. The bidders must ensure that they drop their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day, the tenders will be received up to the appointed time on the next working day.
- v. A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored and not considerable.

**3. Opening of bid:**

- i. Technical bid will be opened at 1500 hrs on 17.12.2022.
- ii. Date and time for opening of Price Bid shall be informed later, to parties who qualify in technical bid evaluation.
- iii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day, the tenders will be opened at the appointed time and place on the next working day.
- iv. Authorized representatives of the bidders who have submitted tenders in time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding bidders names and addresses.

**4. Earnest Money Deposit:**

- i. An EMD of **Rs:- 1,20,000/- (Rupees One Lakh Twenty Thousand only)** in shape of Bank Draft from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad, must be attached with the technical bid.

OR

EMD may be furnished in form of Bank Guarantee (as per format given in Section-5) issued by any scheduled bank in India for Rs:- 1,20,000/- (Rupees One Lakh Twenty

Thousand only). Bank guarantee shall be unconditional and valid for minimum six months from date of opening of technical bid.

- ii. Technical bid without EMD will be liable to rejection.
- iii. (a) Unsuccessful bidder's earnest money (EMD) will be returned without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money (EMD) will be returned without any interest, after receipt of Security Deposit from that bidder.  
(b) Earnest Money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful bidder's earnest money will be forfeited without prejudice to other rights of the Company if it fails to furnish the required Security Deposit within the specified period.

#### **5. Eligibility Criteria / Proof of Eligibility**

The parties who will qualify for participating in the tenders must fulfill the followings:

- i. Average Annual Financial turnover during the last three years, ending 31<sup>st</sup> march of the previous financial year, should be at least 30% of the estimated cost.
- ii. Experience of having successfully completed similar works during last 7 years, ending last day of month previous to the one in which applications are invited should be either of the following:
  - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  

OR
  - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.  

OR
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

**Similar work means:** Satisfactorily completed contract (for minimum one year) for providing of manpower in Central Govt. Dept./State Govt. Dept./PSUs/Autonomous. (a satisfactory execution certification must be enclosed for each work from the contractor.)

- iii. The bidder should have minimum seven years of experience in the area of supply of Manpower (High Skilled/Skilled/Semi-Skilled/Unskilled) contract with Central Govt. Dept./State Govt. Dept./PSUs/Autonomous Organization.
- iv. The office of bidder should be located in Hyderabad/Secunderabad.
- v. The Bidder should be registered with designated authority under following Acts:
  - a) The Employees Provident Fund Act
  - b) Goods and Service Tax Act (GST)
  - c) Employees State Insurance Act

#### **6. List of documents:**

Technical bid should consist of following documents:-

Labour contractor / Service providers must have following valid statutory Registrations wherever applicable

- i) Registration with EPF
- ii) Registration with ESI
- iii) Registration with Labour Dept, Govt of Telangana / Contractor Licence

- iv) Registration of GST
- v) PAN Number (with proof – self attested)
- vi) CIN No (with proof – self attested) in case of company registered.
- a) Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of terms & conditions.
- b) Profile of bidder.
- c) Cash receipt issued by account department of IDPL Hyderabad for cost of tender or DD of Rs.1000/- from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad.
- d) Earnest Money Deposit as mentioned in clause 4(i) above.
- e) Copy of Valid MSME/NSIC certificate in case of exemptions from Tender cost and EMD.
- f) Power of Attorney/ Authorization in favour of signatory of tender documents
- g) Last three years audited financial statements (balance sheet and profit/loss a/c) and income tax returns for the last three financial years certified by C.A.
- h) An affidavit, showing the bidder is free from any litigation, particularly disputes in payment of manpower salary as applicable to him, taxes / duties etc.,
- i) Address proof of the office
- j) Undertaking (mentioned in Section-7) on bidder's letter head
- k) Check list mentioned in Section-9

**ALL THE ABOVE MENTIONED DOCUMENTS MUST BE SELF ATTESTED AND SUBMITTED ALONG WITH TECHNICAL BID. NON SUBMISSION OF ANY OF THE ABOVE DOCUMENTS MAY LEAD TO REJECTION OF THE BID.**

**Some Important points for Bidders:-**

- Tender documents must be numbered, signed & stamped by Authorized Person.
- Submission of the bid by a bidder would imply that the bidder has carefully read and agreed to the terms and conditions contained in the bid document
- If the date fixed for opening of bids is subsequently declared as holiday by the IDPL, the bids will be opened on next working day, time and venue remaining unaltered.
- Price Bid should be submitted as per the Price Bid Format at **SECTION- 6**.
- Price Bid should consist of bidder's quoted rates duly signed and stamped by authorized person.
- A bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- Tender sent by fax/telex/cable/electronically shall be ignored.
- Bidders are advised to go through all the contents of bid document with due care to avoid rejection of their bids due to overlooking the bid's required documents and terms & conditions.
- Cutting/modification/overwriting in the tender document will not be accepted.
- Canvassing in any form whether directly or indirectly, in connection with the bids is strictly prohibited and the bid submitted by the bidders who resorts to canvassing shall be liable to rejection.
- If a firm/bidder quotes impractically low Administrative/Service charges i.e. less than 1% of the rate per month per person bid shall be treated as unresponsive and will not be considered. And, if qualified bidders quote same value service charges then the successful bidder will be selected on the basis of their last three years positive financial turnover.
- No conditional bid including conditional rebate shall be accepted. Conditional bid will be liable to be summarily rejected.

- The bidder is required to enter into agreement as per the prescribed format will be issued to the successful bidder.
- This bid document shall form a part of the contract agreement.
- Any clarification issued by Indian Drugs & Pharmaceuticals Ltd. in response to queries raised by prospective bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- References, information and certificates from the respective bidder submitted in compliance of terms and conditions of the bid document should be duly signed by the authorized signatory.

## **7. Tender Validity**

- (i) If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of opening of Technical Bid prescribed in the tender document. Any tender valid for a shorter period shall be treated as **unresponsive and rejected**.
- (ii) In exceptional cases, the bidders may be requested by the Company to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.
- (iii) In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Company, the tender validity shall automatically be extended up to the next working day.

## **8. PERFORMANCE SECURITY CUM WARRANTY BOND:**

- a. Successful bidder will have to submit performance security cum warranty bond in the form of Demand Draft drawn on any scheduled bank in India or bank guarantee issued by any scheduled bank in India amounting to 5% of tender value within 15 days from the date of letter of intent/notification of award to successful bidder.
- b. The bank guaranty shall be unconditional and shall be valid till minimum six months beyond the scheduled date of completion of work. In the event of any failure/default of the contractor, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
- c. Performance security shall be returned after completion of validity, subject to successful completion of work and shall bear no interest.
- d. During currency of contract, for any increase in value of contract, due to increase of manpower/minimum wages or for any other reason, contractor will have to submit additional performance security (in addition to already submitted at the time of contract) in the same proportionate and in compliance to para 5 (i), 5(ii) & 5(iii) mentioned above.
- e. Price bid should consist of party's quoted rates in Section-6 of this tender document, duly signed and stamped by authorized person.

### **Similar work means:-**

**Satisfactorily completed contract (for minimum one year) for supply of manpower with Central Govt. Dept./State Govt. Dept./PSUs/Autonomous organizations.**

**Note:** Notwithstanding anything stated above, the Company reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the Company.

- i. The bidder shall indicate on the Price Schedule provided under Section-6 all the specified components of prices shown therein, for the services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, it should be clarified as "NA" by the bidder.
- ii. GST is to be mentioned in the price bid section-6 as applicable by the contractor with respect to this work. GST is to be filed in time in favor of IDPL Hyderabad, any late filing / penalties/ damages on GST returns are in the scope of bidder.
- iii. **In the Price Bid (Section--:6), if a firm/bidder quotes impracticably low Service Charges/Profit Margin, i.e. less than 1% of the minimum wage rate per month, per person (mentioned at clause 15(iv) of Section-4), the bid shall be treated as unresponsive and will not be considered.**
- iv. In case more than one bidder quotes same price, the short listing will be done on following basis:
  - a) The bidder who is currently registered and, also, will continue to remain registered during the tender validity period with MSME/NSIC for the specific goods/services, as per tender enquiry specification shall be given preference over other bidders (subject to bidder has submitted copy of its valid registration with MSME/NSIC at the time of submitting its bid).
  - b) In case more than one bidder quotes same price and they are registered with MSME/NSIC, If a firm/bidder quotes impracticably low Administrative/Service charges i.e. less than 1% of the rate per month per person bid shall be treated as unresponsive and will not be considered. And, if qualified bidders quote same value service charges then the successful bidder will be selected on the basis of their last three years positive financial turnover. **No document shall be accepted after opening of Price Bid.**
  - c) Any claims or disputes raised by the unsuccessful bidders in respect of selection process and non-allotment of award will have no legal validity and will not be enforceable against the IDPL. No further correspondence will be entertained regarding the disqualification.

#### **9.BIDDER TO BE CONVERSANT WITH THE DOCUMENTS**

The bidder is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Company in writing, and, should any written clarification be required it will be made available by them to all bidders No extra cost will be entertained because of the bidders mistakes, ignorance or misinterpretation tender documents.

#### **10.ACCEPTANCE**

Promptly after receiving of tenders, the Company will undertake a detailed study and appraisal of the tenders submitted. The Company does not bind itself to award the contract to the lowest or to any bidder but will take into careful consideration the bidder's price and such other factors as are deemed to be applicable for award.

#### **11.TENNURE OF CONTRACT**

Initially contract shall be for one year, which can be further extended for one year, subject to satisfactory performance of the Contractor, at the sole discretion of the company. **The Company reserves the right to terminate the contract, in whole or in part for its (Company's) convenience, by serving one month written notice on the contractor/firm at any time during the currency of the contract.**

## **12.RIGHTS**

- a. The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender document and form), if it appears to be in the best interest to do so.
- b. The Company reserves to itself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected bidder.
- c. At the time of awarding the contract/during the currency of the contract, the Company reserves the right to increase or decrease the quantity of manpower mentioned in the schedule without any change in the rate and terms & conditions quoted by the bidder.

## **13.LABOUR LAWS.**

The bidder shall strictly comply with the provisions of all current labour laws and statutory amendments or additions thereof. Liabilities towards labour i.e. PF, ESI, and other liability under any labour and/or other law shall be of the bidder. Penalties/interest payable (if any) due to late /less amount of statutory payments made or for any other reason in that case, such payments will be borne by contractor only

## **14.TERMS AND MODE OF PAYMENT.**

- a. Salary must be disbursed in respective bank accounts of all manpower personnel before 7<sup>th</sup> of each month failing which the penalty of 5% on bill value is applicable if paid between 8<sup>th</sup> -10<sup>th</sup> of each month . No advance payment for disbursement of salaries to the manpower supplied will be made, **only bill reimbursement will be permissible.**
- b. Salary bill along with detail statement and necessary challans shall be submitted before 15<sup>th</sup> of every month.
- c. Bill submitted shall be reimbursed within 20 days from the date of submitting of bill.
- d. The income tax (TDS) at prevailing rate shall be deducted at source from the monthly bill.
- e. Copies of the challans and payment Certification receipts for deposit of E.P.F. & E.S.I. contribution and Service Tax/GST for the previous month shall be enclosed along with bill, and same shall reflect on online portal of respective department's website, failing which the payment will be withheld.
- f. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which IDPL can avail credit. Otherwise the payment to the contractor will be reduced to that extent.
- g. The supplier shall not claim any interest on payments under the contract

## **15.Amendments to Tender documents**

- a. At any time prior to the deadline for submission of tenders, company may, for any reason deemed fit by it, modify the TE document by issuing amendment(s) to it. **The same shall be published in the Company's websites only.**
- b. Such an amendment(s) will be notified in writing by registered/speed post or by fax/email, followed by copy of the same by registered post/speed post to all prospective bidders who have received the tender documents from company's office and will be binding on them.
- c. In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the Company may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.



#### **16.Minor Infirmity/Irregularity/Non-Conformity**

If during the preliminary examination, the Company find any minor informality and/or irregularity and/or non-conformity in a tender, the Company may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Company will convey its observation on such "minor" issues to the bidder by through email/registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

#### **17.Discrepancies in Prices**

- i. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Company feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
  - a. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 17(i) and 17(ii) above.
  - b. If, as per the judgment of the Company, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by email/speed post. If the bidder does not agree to the observation of the Company, his tender is liable to be ignored.

#### **18.Contacting the Company**

- c. From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the Company for any reason relating to tender enquiry and/or its bid, it should do so only in writing.
- d. In case a bidder attempts to influence the Company in the Company's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the Company.

#### **19.Notification of Award**

Before expiry of the tender validity period, the Company will notify the successful bidder in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for the services, which have been selected by the Company, has been accepted, also briefly indicating there in the essential details like description and quantity of the manpower to be supplied and corresponding prices accepted. The successful bidder must sign an agreement of contract within 15 (fifteen) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.

#### **20.Issue of Contract**

Within fifteen days from the date of notification of award contractor will have to sign the contract agreement and submit the Performance Security, as mentioned in clause 5 of section-3 of this tender document, failing which the EMD will be forfeited and award will be cancelled.

## **21. Corrupt or Fraudulent Practices**

- (a) It is required by all concerned to observe the highest standard of ethics during the tendering process and execution of such contracts. In pursuance of this policy, Company: -defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering/contract process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a tendering/contract process or the execution of a contract to the detriment of the Company, and includes collusive practice among bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Company if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing, or in executing contract.

## **22. Termination for default**

The IDPL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part contractual rights and remedies available to it (the Company), may, by written notice of default sent to the contractor/firm, terminate the contract in whole or in part,

- a) If the bidder fails to meet its contractual obligations within the time period(s) specified in the contract, or any extension thereof granted by the IDPL.
- b) If the bidder, in either of the above circumstances, does not remedy its failure within a period of 10 days (or such longer period as the IDPL may authorize in writing) after receipt of the default notice from the IDPL.
- c) In the event the IDPL terminates the contract in whole or in part, the IDPL may proceed, upon such terms and in such manner as it deems appropriate.

## **23. Termination for insolvency**

The IDPL may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the IDPL.

## **24. Force Majeure**

- a. Unless otherwise instructed by the Company, the contractor/firm shall continue to perform the contract to the extent not terminated.
- b. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/firm and not involving the contractor's/firm's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in

performance. Such events may include, but are not restricted to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- c. If a Force Majeure situation arises, the contractor/firm shall promptly notify the Company in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Company in writing, the contractor/firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- e. In case due to a Force Majeure event the Company is unable to fulfill its contractual commitment and responsibility, the Company will notify the contractor/firm accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### **25. Termination for convenience**

- a. The IDPL reserves the right to terminate the contract, in whole or in part for its (IDPL's) convenience, by serving written notice on the contractor/firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Company. The notice shall also indicate inter alia, the extent to which the contractor's/firm's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b. The services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's/firm's receipt of the notice of termination shall be accepted by the Company following the contract terms, conditions and prices. For the remaining services, the Company may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the services and compensate the contractor/firm by paying an agreed amount for the cost incurred by the contractor/firm towards the remaining portion of the services.

#### **26. Resution of disputes**

- a. If dispute or difference of any kind shall arise between the Company and the contractor/firm in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- c. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.

#### **27. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## **28.General/ Miscellaneous Clauses**

- i. The contractor/firm shall notify the Company of any material change would impact on performance of its obligations under this Contract.
- ii. The contractor/firm shall, at all times, indemnify and keep indemnified the Company against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the contractor/firm/its associate/affiliate etc.
- iii. All claims regarding indemnity shall survive the termination or expiry of the contract.
- iv. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- v. The contractor will have to compensate / make good to any damages of the company property / equipment.
- vi. The Contractor/firm shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Company's prior written permission.

## **29.Bids should be submitted in sealed envelopes as mentioned below:**

### **Cover (A)**

Sealed envelope consisting of all the documents as required as per this tender document. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as **"COVER-A" "Tender no. IDPL/HYD/MP/2022-23/01 Dated 23.11.2022."** **"Technical Bid"**.

### **Cover (B)**

Sealed envelope consisting of only Price Bid, duly signed and stamped by authorised person, as required as per this tender document. Cover should be superscripted as **"COVER-B" "Tender no. IDPL/HYD/MP/2022-23/01 Dated 23.11.2022" "Price Bid"**.

### **Cover (C)**

Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as **"COVER-C" "IDPL/HYD/MP/2022-23/01 dated 23.11.2022"**.

**This Tender Document shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender, by the Accepting Authority, shall, sign the contract within 15 (fifteen) days from the date of letter of intent/Notification of award.**

**Section - 4**  
**SPECIAL INSTRUCTION TO TENDERER (SIT)**

1. Initially contract shall be for one year, which can be further extended for one year, subject to satisfactory performance of the Contractor, at the sole discretion of the company.
2. The Income Tax at prevailing rates shall be deducted at source from the monthly bill.
3. No advance payment for disbursement to the deployed manpower will be made. Only bill reimbursement will be permissible.
4. Salary must be disbursed to all the workers latest by 7<sup>th</sup> of each month failing which the penalty of 5% on bill value is applicable if paid between 8<sup>th</sup> -10<sup>th</sup> of each month.
5. The labour contractor shall be liable for due observation and implementation of the statutory conditions/requirements of labour laws as applicable to his workman, during the contract period.
6. Contractor shall provide manpower within 30 days from the date of work order.
7. The contractor shall work under the overall supervision and direction of the officer authorized by IDPL, Hyderabad Plant to manage day to day functioning of the services.
8. The contractor will be responsible for proper deployment of the workers.( In numbers as well as technically suitable) The list of employees appointed by the agency together with the names, address & telephone/mobile numbers (if available) of the employees including those as leave reserve shall be made available to authorized person of IDPL.
9. The jobs in each shift to be done for eight hours on every working day to meet the company requirement. Workers shall have to be called in General Shift (09.00 hrs to 17.00 hrs.), In case of emergency/Breakdown/holidays contractor will have to arrange workers as per requirement of prevailing circumstance
10. The contractor will be responsible for any accident/injury to the labour supplied by him. He will ensure that first-aid/immediate proper treatment is provided to the concerned person under such circumstances. Claim, if any, to be settled by the contractor with ESI/other statutory authorities.
11. Persons to be provided by the contractor will be short listed/selected for engaging their service by concerned Department. These people will be employed for performing various jobs/activities in consultation with concerned section incharge. During the currency of contract, any person found not performing to satisfaction will be removed/dissmised at once. Contractor will have to replace such person within 03 working days.
12. Minimum age of manpower deployed shall be 18 years. Person below 18 years of age shall not be supplied under this contract. Contractor shall be sole responsible to verify the age of person deployed by him.
13. Maximum age of manpower deployed shall not be more than 64 years at the time of deployment and shall work with I.D.P.L only up to the age of 65 years. Person above 65 yrs of age shall not be permitted by the company under this contract.
- 14. Qualification and experience of different categories of manpower.**

**TECHNICAL MANPOWER**

- |                 |   |
|-----------------|---|
| a) High Skilled | i. <u>Engineering/Services</u><br>Three years Diploma in Electrical/ Mechanical/Civil/ Instrumentation for Engineering Dept. With 3-5 years experience.                                 |
| b) Skilled      | i.. <u>For Engineering/Services</u><br>I.T.I. Certificate holder in respective discipline with 2-3 years experience for engineering dept/minimum 10 years experience in relevant field. |

- c) Semi-Skilled Inter/ Matric /ITI / minimum 3 years operating skills in the respective discipline.
- d) Unskilled Any qualification with minimum 2 years experience in relevant field.

**NON TECHNICAL MANPOWER**

- a) High Skilled Any Graduate (B. Sc / B.Com., B.A) with 3 to 5 years' experience in Respective discipline from Per. & Admn., Store & purchase and Finance & Accounts Departments.
- b) Skilled Preferably Graduate with 2 to 3 years experience in store/purchase/per.& admn/accounts/typing/computer/data operation & other office jobs.
- c) SEMI SKILLED Matric/ 8<sup>th</sup> pass preferably with 1 year experience.

**15. Minimum Wages**

- i. Wages quoted by bidder should not be less than minimum wages mentioned in table below, which is statutory as per minimum wages act.
- ii. The contract shall comply with all applicable laws, ordinances, rules and regulations of the state/central government that shall be applicable in respect of this tender/agreement such as the provision of Minimum Wages Act, payment of wages act contract (Regulations and abolitions rules 1971)
- iii. Bids with basic wages less than as mentioned in table below will be liable for rejection.
- iv. Minimum wages, vide G.O M.S No. 11 dated 17.01.2012 (contract labour No. 170), include basic wages and D.A as announced by Government of T.S w.e.f 01.04.2012, but exclude other statutory dues.
- v. Any increase during the course of contract on minimum wages (basic & DA) and statutory contributions shall be payable according to GOs from time to time. The Increase shall be in proportionate to the increase of the rates in GOs

S.No	Category	Minimum wages to be quoted
1	High Skilled (Tech./Non Tech)	19334
2	Skilled (Tech/Non Tech)	15500
3	Semi Skilled (Tech./Non Tech)	12633
4	Unskilled (Tech/Non Tech)	10695

**16. Manpower Requirement**

Following categories of Manpower are required on monthly basis in various departments

S. No	Department	High Skilled		Skilled		Semi-Skilled		Un-skilled		Total	
		(Tech)	(Non-Tech)	(Tech)	(Non Tech)	(Tech)	(Non Tech)	(Tech)	(Non Tech)	(Tech)	(Non Tech)
1.	Administration/ Plant	02	03	03	----	02	----	----	1	<b>07</b>	<b>04</b>
2.	ETP		---	02	----	02	----	----	----	<b>04</b>	<b>0</b>
3.	Town Ship	01	---	03		04	----	----	----	<b>08</b>	<b>0</b>
4.	Marketing								<b>1</b>		<b>1</b>

**\*The quantity indicated is tentative & may increase or decrease at the discretion of the Company.**

**SECTION – 5**  
**BANK GUARANTEE FORM FOR EMD**

Whereas (bidders name & address) (hereinafter called the “bidder”) has submitted its quotation dated \_\_\_\_\_ for supply of manpower against the Company’s tender enquiry No. IDP/HYD/M.P/2022-03/01. Know all persons by these presents that we \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto M/s Indian Drugs & Pharmaceuticals Ltd (hereinafter called the “Company) in the sum of Rs. ....../- (Rs.....) for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2022\_. The conditions of this obligation are:

- (1) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the bidder having been notified of the acceptance of his tender by the Company during the period of its validity: -
  - a) Fails or refuses to accept/execute the contract.
  - b) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of ninety days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer(s)  
Seal, name & address of the Bank and address of the Branch

**Section-6**  
**PRICE SCHEDULE**  
**IDP/HYD/M.P/2022-03/01**

Quotations to be submitted by the Tenders as per the following Format on the Letter Head of the tenderer.

S. No.	DESCRIPTION	High Skilled (06)	Skilled (08)	Semi Skilled (08)	Un-skilled (02)
1.	*Basic				
2.	E, P, F, @ (12%)				
3.	E, S, I, @ (3.25%)				
4.	E,,D,,L,,I,, @ ( 1% )				
5.	Service Charges/Profit Margin				
6.	TOTAL (1+2+3+4+5)				
7.	Service Tax/GST (at prevailing rate)				
8.	Total Charges/person/month Rs.				
9.	GRAND TOTAL:				

**\*Minimum wages quoted should not be less than as indicated in clause-15 of Section-4 (SIT) of this tender document.**

**EPF, ESI, EDLI rates are to be quoted as mentioned in above table and same shall be considered for evaluation purpose. However at the time of execution of work actual rates applicable at that time shall be considered.**

**In case bidder is quoting Service Charges/Profit margin in percentage, same shall be calculated on minimum basic wages only.**

**Quoted rate should only be in sealed envelope i.e. cover-B. Price bid kept in open condition will result in disqualification of bid.**



**Section-7**

**Undertaking to be submitted on bidder's letter-head**

Date: \_\_\_\_\_

To  
M/s. Indian Drugs & Pharmaceuticals Ltd  
Balanagar,  
Hyderabad-500 037

Dear Sir,

I/We, (name of the firm/contractor/bidder), hereby undertake that we have visited the site, understood the scope of work and accept all the terms & conditions mentioned in tender no. IDP/HYD/M.P/2022-23/01 dated 23-11-2022.

Signature of authorized person with stamp

## SECTION-8

### PROFILE OF BIDDER

1. Name of the Contractor / Firm :
2. Address & Phone No :
3. E-mail ID and FAX No. :
4. Name of work :
5. Tender Notice No & Date, Item No :
6. Details of DD / Cash paid :
  - a. D.D for cost of tender document (if downloaded from website) or Cash receipt for the same to be enclosed :
  - b. DD for EMD :
7. Particulars of experience / credentials :
  - a. Whether all details as per pre-qualification requirements enclosed :
8. P.F.Code No (proof of having Code No. to be enclosed) :
9. ESI Code No (proof of having Code No. to be enclosed) :
10. PAN No with proof (in case not available, proof of having applied with acknowledgement from concerned authorities to be enclosed) :
11. GSTIN No. with proof of allotment to be submitted :
13. Financial turn over during the last three years duly certified by chartered accountant / auditor. :
14. Contractor's Licence No. & Registration No. :

**Signature of Bidder.**

**Section-9**  
**CHECK LIST**

1	Tender document duly signed and stamped on each page by authorized signatory, as token of acceptance of term & conditions.	
2	Profile of Bidder /	
3	Cash receipt issued by Accounts department of IDPL Hyderabad for cost of tender or DD of Rs.1000/- from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad (in case tender document is downloaded from website/CPP Portal)	
4	Earnest Money Deposit (EMD)	
5	Copy of Valid MSME/NSIC certificate in case of exemptions from Tender cost and EMD.	
6	Power of Attorney/Authorization in favour of signatory of documents	
7	Audited financial statement (balance sheet and profit/loss a/c with schedules) and income tax returns for the last three financial years	
8	Certificate issued by C.A, regarding confirmation of audit and turnover of the bidder	
9	Copy of work order/agreement (with complete schedule) and work completion certificate for same, to prove eligibility of bidder	
10	Copy of registration with labour department	
11	Address proof of the office	
12	ESI code no. with proof of allotment	
13	P.F. Code no. with proof of allotment	
14	GSTIN/Service Tax No of the Agency with proof of allotment	
15	Copy of PAN Card of the Agency	
16	Proof of Labour Registration	
17	Undertaking (mentioned in Section-VII) on bidder's letter head	