

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Government of India Enterprise)
1055/10, Gowtham Centre,
Avinashi Rd,
Coimbatore-641018

NOTICE INVITING TENDER

Sub: Two bid tender for providing manpower services for storage and handling of Polymers in the city of Coimbatore

Last date of receipt of tender	: 27.11.2018 (Latest by 4.00 P.M.)
Date of opening of Technical bid	: 27.11.2018 At 5.00 PM
Date of opening of Price Bid	: 28.11.2018 At 5.00 PM

Senior Branch Manager

The National Small Industries Corporation Ltd.
(1055/10, Gowtham Centre, Avinashi Rd, Coimbatore-641018)

Sub:- Tender for providing Manpower Services at NSIC Godown at Irugur, Coimbatore .

Limited Sealed tenders are invited from the agencies sponsored/Approved/Registered by DGR for the above mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

NSIC being a Govt of India Enterprise will insist on strict compliance of statutory obligations i.e. Registration of ownership, EPF, ESI, GST, Income Tax and DGR etc. and adherence to the provisions of various Laws / Acts as applicable from time to time.

The tender should be in sealed separate envelopes containing Technical and Price Bid in the Performa as per Schedule 'A' & 'B' and self attested copies of the documents as per Clause 3.0 of the tender document . The envelopes should be clearly super scribed with the type of Bid ” **For providing Manpower Services at NSIC Godown at Irugur, Coimbatore .** The envelopes must be addressed to: The Senior Branch Manager, NSIC Ltd, 1055/10, Gowtham Centre, Avinashi Road, Coimbatore – 641018

The bid will be opened on 27.11.2018 at 5.00 pm at NSIC Ltd, 1055/10, Gowtham Centre, Avinashi Road, Coimbatore - 641018 in the presence of bidders who wish to remain present. NSIC reserves the right to reject any or all the offers without assigning any reason thereof, and to amend the terms and conditions before award of the order contract.

Thanking You,

Yours faithfully

Senior Branch Manager
For & on behalf of NSIC

The terms and conditions for the work order.

1. Definitions:-

- a) "Corporation" shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise) 1055/10, Gowtham Centre, Avinashi Road, Coimbatore-18 and shall include their legal representatives, successors and permitted assignees.
- b) "Contract" means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions.
- c) "Contractor" shall mean the individual or firm and shall include the legal representative of such individual or the persons composing such firm or the permitted assignee of such individual or firm or the Corporation.
- d) "Competent Authority" means Chairman cum Managing Director of Corporation and his successors.
- e) "Officer In Charge" shall mean the officer of the Corporation, not below the level of Assistant Manager, designated by "Competent Authority." as the case may be, who shall supervise and be in-charge of such works.
- f) "Manpower agency" shall mean an agency which is registered with DGR and sponsored to submit tenders in NSIC.

2. Instructions To Tenderers:-

- a) The manpower agencies nominated by DGR for participation in NSIC shall be eligible for submission of tender.
- b) The personnel for manpower services will be required to work at following places:- Irugur, Coimbatore
- c) The personnel for manpower services will work from Mon-Sat which includes the following:-
 - a. Casual assistant from 9.30 AM to 7.00 PM
 - b. Unarmed Guards, With following Shifts:-
 1. First Shift - 0600-1400
 2. Second Shift - 1400-2200
 3. Third Shift - 2200-0600
 - c. Labours from 9.30 AM to 7.00 PM

Sometimes casual assistant and labour may be required to work on Sundays and Holidays
- d) The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- e) The contractor will ensure compliance of DGR guidelines in maintaining the composition of Ex-service men and civilians.
- f) The tenders shall be accompanied with a DD/ Pay Order for Rs. 25,000/- (Rupees Twenty Five Thousand only) drawn in the favour of NSIC Ltd., Coimbatore being the earnest money deposit and self attested copies of all the documents as mentioned under clause 3.0. EMD will be refundable .NSIC registered unit are exempted from paying EMD.
- g) Date of issue of DD / PO should not be before the date of publishing of tender notice.

Tenders received without EMD or relevant documents for meeting eligibility requirements will not be considered for opening of price bid. Price bids of those bidders, whose bids meet the eligibility criteria as per clause No. 3 will only be opened. The earnest money deposit (EMD) of the unsuccessful tenderers shall be refunded after the contract has been awarded.
- h) The tenders shall be valid for a period of 120 days from the date of its opening.
- i) The tenderer shall have at least 3 years experience of providing manpower services. Having successfully completed works of similar magnitude and duration (worth Rs 100 lacs or more per year) in last three years. Proof of financial turnover with a minimum of Rs 100 lacs per year achieved, duly attested by Chartered Accountant.

- j) The interested parties are advised to contact the NSIC Office to assess the scope/quantum of work involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the undersigned during office hours on working days. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.
- k) Interested parties are requested to quote their most competitive rates (as per the format specified in Schedule 'A' & 'B'.)
- l) Tender with service charge beyond the limits of DGR guidelines shall not be considered.
- m) GST Tax shall be mentioned separately.
- n) Conditional tenders will be rejected out rightly.
- o) The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and will claim their remuneration from the contractor. NSIC will not be liable for anything on their part.
- p) The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- q) The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and if in case the discipline and the quality of work deteriorates, the contractor shall have to provide replacement of his personnel.
- r) The Contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
- s) Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- t) The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- u) Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- v) Contractor will not ask for any enhancement of approved rates during the period of the contract and it shall be his own responsibility to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to his employees.
- w) The contractor will provide to its security staff complete uniform and other accessories i.e torch, whistle baton etc.
- x) The guards shall be ex-servicemen and the age should be less than 50 years.
- y) The intending bidders shall have sufficient work experience in providing similar services to the Govt. and PSU departments located at Coimbatore for at least past 5 years. Coimbatore based bidders are only eligible for applying this tender.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

The tenderers will submit the self-attested photocopies of the following documents alongwith Schedule A :-

- a. Ownership registration certificate of the tenderer.
- b. Photo copy of the Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with Service Tax Department.
- e. Registration with EPF Department
- f. Registration certificate with DGR.
- g. Signed copy of terms and conditions.
- h. EMD for Rs. 25,000/- (Rs. Twenty Five thousand only) through DD/PO only. DD/PO should not be issued before the date of advt. of tender.
- i. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Manpower Services" should reach NSIC before 1600 hrs on or before 27.11.2018. The technical bids shall be opened on the same day at 1700 hrs at NSIC in presence of the bidders or their authorized representatives who choose to remain present. Financial bids of technically qualified bids will be opened on 28.11.2018 at 1700 hours.

4.0 LEGAL OBLIGATIONS:-

- a. All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor. The contractor shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-
- i. The Contract Labour (Regulation & Abolition) Act,1970
 - ii. The Contract Labour (Regulation & Abolition) Central Rules, 1971
 - iii. The Minimum Wages Act, 1948
 - iv. The payment of Wages Act,1936
 - v. The Workmen's Compensation Act,1923
 - vi. The Employees' Provident Funds and Misc. Provisions Act,1952
 - vii. The ESI Act, 1948
 - viii. The Payment of Bonus Act, 1965
 - ix. The Payment of Gratuity Act, 1976
 - x. GST Act
 - xi. Income Tax Act

Contractor shall abide by provision of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized for non compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the at its own level and costs, in no way putting any liability on the corporation.

- b. Contractor shall fully indemnify NSIC against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/ Acts in relation to the Contract.
- c. The Contract Labour (Regulation & Abolition) Act,1970, and Rules,1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. He shall also indemnify NSIC from and against any claims under the aforesaid Act and the Rules.
- d. The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- e. The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- f. The contractor will deposit the tax with concerned authority as applicable and submit the documentary proof of same to the corporation from time to time.
- g. The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the Corporation.
- h. The Contractor shall ensure that the payment of wages to the workmen employed by him, shall be made by cheque and also in the presence of the representative of the Corporation.
- i. Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- j. All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Corporation in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The Corporation shall not in any manner be a party to it. The contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
- k. Contractor whose tender is accepted shall obtain a valid licence under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid Licence until the completion of the contract.

5.0 DEFAULT CLAUSE:-

- a. The contractor is responsible for deputing the guards /casual assistant/ labours as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contractor to provide replacement for the same.
- b. In case of any failure on part of the contractor to provide workmen / services as enumerated in this tender document, the penalty of an amount of Rs.500/- per workman, which may extend maximum upto 5% of monthly contract value shall be levied on the contractor.

6.0 PAYMENT TERMS:-

- a. The Contractor shall prefer his monthly bill. The contractor will deposit required tax with the concerned authority as per rates applicable from time to time. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI and required tax in evidence of his having made payments to these accounts.
- b. The Contractor shall prefer his bill after paying the wages to his workmen including the cost of material provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF ESI and required tax as applicable.
- c. In case there has to be made any payment to the workmen of the Contractor by the Corporation which otherwise is the responsibility of the Contractor, the same shall be adjusted against the security amount deposited with the Corporation or either deducted from the payment due to the Contractor.
- d. In case the amount to be released to workers is not as per wage bill to be prepared as per Minimum Wages Act or contractor is not able to provide undisputed documentary proof in respect of following:-
 - i. Release of payment as per Minimum Wages Act.
 - ii. Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
 - iii. GST as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Competent Authority will be final in this case. In case, it is found that no amount of PF & ESI has been deducted in respect of persons engaged by them by the Contractor, in spite of having PF A/c. No & ESI A/c No., in such cases amount of PF & ESI as per EPF Act & ESI Act will be deducted by NSIC Ltd. in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

7.0 DURATION OF CONTRACT:-

- a. The duration of this contract shall be 5 years (Five years) from the date of award of the work as is to be mentioned in the work order to be placed on the successful party. However the duration can be extended subject to the approval of DGR and based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.
- b. In case it is found that the Contractor is not complying with the provisions of Minimum Wages Act, Employees Provident Fund Act, ESI Act and or any other statutory provisions as mentioned in clause 3 of this letter the contract is liable to be terminated at a notice of 30 days.
- c. Either of the parties shall have the right of coming out of the contract by giving a notice for 30 days in advance during its validity.

8.0 ARBITRATION:-

- a. Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of Director (Planning & Marketing) of NSIC or any officer nominated by Director (Planning & Marketing).
- b. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- c. The law under the Arbitration and Conciliation Act, 1996(as amended up to date) shall be applicable to such proceedings.

SENIOR BRANCH MANAGER
ISSUING AUTHORITY

Signatures of the authorized signatory of the Tenderer with seal

SCHEDULE ‘ -A’

EACH COLUMN SHOULD BE FILLED AND SELF ATTESTED DOCUMENTS SHALL BE PRODUCED ELSE THE TENDER SHALL BE REJECTED

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person.	
2. Experience in the work of providing manpower services to the Govt. and PSU departments located at coimbatore for last three years work orders.	
3. Set-up of your Organization. (Proof of proprietorship ,Partnership or Pvt Ltd., shall be attached).	
4. Board Resolution/ Power of Attorney/authorization for signing the bid documents, shall be produced else tender shall be rejected.	
5. Is the establishment registered with the Government departments; please give details with document/evidence. Shall be filled ,otherwise tender will not be considered.	1. 2. 3. 4.
6. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc. (If yes proof)	
7. Please give EPF No: ESICode: Gratuity Act Regn. No: 3. Proof to be enclosed) Please write the number with dates ,else tender will not be considered.	1. 2. 3.
8. Are you governed by minimum wages rules of the Govt . (If yes please enclose the proof)	
9. Please attach copy of last return of Income Tax. Please mentioned the year.	
10. Please attach Profit and loss and balance sheet of the company, duly certified by Chartered Accountant for last 3 years. Along with all schedules.	

11. PAN No. (Please attach copy)	No:
12. GST No. (Please attach copy)	No:
13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
14. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner	
15. All the documents enclosed shall be duly sealed and self attested. For Non compliance of terms bids shall be rejected. Further, NSIC reserves the right to accept or reject any offer, without assigning any reasons thereof.	

Declaration by the Tenderer :

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: as above.

1. Terms & Conditions (each page must be signed and sealed)
2. Financial Bid.

Note: All the columns shall be filled, for non-compliance bids shall be rejected.

(Signature of Tenderer with seal) Name/Seal:

Address :

Phone No (O) :

Date:

SCHEDULE 'B'

PRICE BID
(Amount in Rs.Per person per head)

(In separate sealed Cover-II super scribed as Price Bid)

S.L .No	Description	Percentage (This to be read with latest rules/act/regulations & policies promulgated by competent Government)	Security Guard (with out arms)	Casual Assistant	Labours	Remarks
A	Basic wages (BW) plus variable Dearness Allowances					
B	Employee State Insurance (ESI)					
C	Employees Provident Fund (EPF)					
D	Employees Deposit Linked Insurance					
E	Administrative Charges					
F	House Rent Allowance (HRA)					
G	ESI on HRA					
H	Bonus (ref notes)					
I	Uniform outfit allowance					
J	Uniform washing allowance					
K	Total					
L	Relieving charges 1/6 th of total of serial (k)**					
M	Total cost per head					
N	Service charge	@				
O	Sum total	Sum of (m) to (n)				
p	GST	@				

- # Rates of allowances will be payable as admissible by law as on date
Service charges shall be competitive/reasonable shall not be abnormally low
Bonus is mandatory as per payment of Bonus Act,1965 (as amended)

For M/s _____

(Authorized Signatory With seal)

Date:
Place:

Name:
Designation: