

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
"NSIC Ltd."
(A Govt. of India Enterprise)
NF/0/2, Tonk Road Jaipur -302015**

0141-2742059

E-mail : bojai@nsic.co.in

**Tender Document
For
Empanelment of Manpower
Supplier Agency
For
NSIC Jaipur**

**Last date of receipt of tender : 25/07/2018, 2:00 PM
Date of opening : 25/07/2018, 4:00 PM**

**Sr. Branch Manager
NSIC- Jaipur - 302015**

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)
NF/0/2, Tonk Road Jaipur -302015

No: NSIC/JPR/ADMIN/ManpowerAgency/2018

Dated: 17.07.2018

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Sr. Branch Manager
ISSUING AUTHORITY

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)
NF/0/2, Tonk Road Jaipur -302015

No: NSIC/JPR/ADMIN/ManpowerAgency/2018

Dated: 17.07.2018

M/s. _____

Sub :- Tender for Empanelment of Manpower Supplier agency at NSIC-Jaipur.

Open tenders are invited from the agencies 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. Tender document may be obtained from NSIC Ltd, NF/0/2, Tonk Road, Nehru Place, Jaipur or can be downloaded from official website and need to submit along with **Demand draft of Rs. 500/- (Rs. Five Hundred Only) against tender Fee.**

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

The tender should be in sealed envelopes containing Technical Bid & Price Bid in the Performa as per Schedule 'A' and self-attested copies of the documents as per Clause 3.0 of the tender document and a DD/ Pay Order for Rs. 20,000/- (Rs. Twenty Thousand only) drawn in the favour of National Small Industries Corporation Ltd., Jaipur being the Earnest Money Deposit (EMD). The tender without EMD shall be summarily rejected. The unit registered in NSIC under Single Point Registration Scheme are eligible for Exemption to pay any Tender fees & EMD. The envelopes should be clearly super scribed with the type of Bid "**For Empanelment of Manpower Supplier agency at NSIC-Jaipur**". The envelopes must be addressed to:

**Sr. Branch Manager
M/s National Small Industries Corporation Ltd.
NF/0/2, Nehru Place
Tonk Road, Jaipur - 302015**

The tender must reach us at the above address on or before 25.07.2018 up to 2.00 pm in sealed envelope as above.

NSIC reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

Thanking you,

Yours faithfully,

Sr. Branch Manager
National Small Industries Corporation Ltd.
NF/0/2, Nehru Place, Tonk Road, Jaipur - 302015.

The terms and conditions for the work order

1. Definitions:-

- 1.1. "Corporation" shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise) "NSIC Ltd. NF/0/2, Nehru Place, Tonk Road, Jaipur - 302015 and shall include their legal representatives, successors and permitted assignees.
- 1.2. "Contract" means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions.
- 1.3. "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.
- 1.4. "Competent Authority" means Chairman cum Managing Director of Corporation and his successors.
- 1.5. "Officer In Charge" shall mean the officer of the Corporation, not below the level of Sr. Branch Manager, designated by "Competent Authority." as the case may be, who shall supervise and be in-charge of such works.
- 1.6. "Manpower Supplier agency" shall mean an agency which is registered with concern department for supply of Manpower and sponsored to submit tenders in NSIC.

2. INSTRUCTIONS TO TENDERERS:-

- 2.1. The Manpower Supplier agencies for participation in NSIC shall be register for supply of Manpower in related government departments are only eligible for tender.
- 2.2. The personnel for Manpower services will be required to work at following place:-
 - a) NSIC Ltd. NF/0/2, Nehru Place, Tonk Road, Jaipur – 302015
 - b) NSIC Ltd. SSI, Pursharth Bhawan, IPIA, Kota
- 2.3. The Requirement of the number of persons for engagement will vary from time to time depending upon the requirement of the corporation.
- 2.4. The contractor will ensure compliance of all related guidelines of State/Central Government for Strict compliances.
- 2.5. All prospective bidders with minimum 3 years of experience (specified with satisfactory work remark) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude for providing personnel for Allied Services, may submit their tender in separate sealed envelopes in two bids i.e. technical bid & price bid addressed to Senior Branch Manager, National Small Industries Corporation Ltd., NF/0/2, Tonk Road, Nehru Place, Jaipur (Rajasthan) – 302015 on or before 25.07.2018 up to 02:00 p.m.

- 2.6. The tenders shall be accompanied with a **DD/ Pay Order for Rs. 20,000/- drawn in the favour of National Small Industries Corporation Ltd. payable at Jaipur**, being the earnest money deposit and self attested copies of all the documents as mentioned under clause 3.0. The tender without EMD shall be summarily rejected. The unit registered in NSIC under Single Point Registration Scheme need not required to pay any Tender fees & EMD.
- 2.7. Successful bidder will deposit Rs. 20,000/- (Rs. Twenty Thousand Only) as a security, and No interest amount will be paid on Security amount. Exempted for NSIC Registered unit only.
- 2.8. Preference will be given to NSIC Government Enlistment Certificate registered units.
- 2.9. **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 be rejected. The earnest money deposit (EMD) of the successful tender will be adjusted with the Security Deposit and for unsuccessful tenderers shall be refunded after the contract has been awarded.
- 2.10. The tenders shall be valid for a period of 60 days from the date of its opening.
- 2.11. Price-Bids shall be opened only when the Technical Bid is found to be technically qualified & other relevant documents.
- 2.12. Interested parties are requested to quote their Service Charges (as per the format specified in Schedule 'I') and Service Charges criteria
- 2.13. Bidder should have a local office at Jaipur.
- 2.14. Conditional tenders will be rejected out rightly.
- 2.15. 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.
- 2.16. The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.17. 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.
- 2.18. 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.
- 2.19. Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.20. The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.21. Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- 2.22. 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 applicable (as admissible under the relevant Acts) to his employees.

- 2.23. The contractor will provide to its staff complete uniform and related accessories if required.
- 2.24. Tender document may be obtained from NSIC Ltd, NF/0/2, Nehru Place, Tonk Road, Jaipur or can be downloaded from official website and need to submit along with Demand draft of Rs 500/- against tender Fee

3. ELIGIBILITY CRITERIA FOR BIDDERS:-

3.1. The tenderers will submit the self-attested photocopies of the following documents:-

- a) Copy of Ownership registration certificate of the tenderer.
- b) Copy of the Registration with ESI Department
- c) Copy of PAN Number in the name of registered owner.
- d) Copy of Pan Number of the Firm/Company.
- e) Copy of Registration certificate with GST Department.
- f) Copy of Registration with EPF Department
- g) Copy of Last three year Balance sheet and P&L
- h) Average Turnover for last three is minimum Rs. 100 Lacs
- i) Minimum 5 years Past Experience with Government Department with proof
- j) Signed copy of terms and conditions
- k) Demand draft of Rs. 500/- against tender Fee or relevant Exemption Certificate.
- l) EMD for Rs. 20,000/- through DD/PO only. DD/PO should not be issued before the date of advt. of tender or relevant Exemption Certificate.

4. LEGAL OBLIGATIONS:-

4.1. 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:-

- a) The Contract Labor (Regulation & Abolition) Act,1970
- b) The Contract Labor (Regulation & Abolition) Central Rules, 1971
- c) The Minimum Wages Act, 1948
- d) The payment of Wages Act,1936
- e) The Workmen's Compensation Act,1923
- f) The Employees' Provident Funds and Misc. Provisions Act,1952
- g) The ESI Act, 1948
- h) The Payment of Bonus Act, 1965
- i) The Payment of Gratuity Act, 1976
- j) GS Tax Act
- k) 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 that its own level and costs, in no way putting any liability on the corporation.

- 4.2. 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.
- 4.3. 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.
- 4.4. The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- 4.5. 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.
- 4.6. The contractor will deposit the GST/PF/ESI with concerned authority as applicable and submit the documentary proof of same to the corporation from time to time.
- 4.7. 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.
- 4.8. The Contractor shall ensure that the payment of wages to the workmen employed by him, shall be made by RTGS/NEFT/Direct Transfer only, not in Cash.
- 4.9. Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter
- 4.10. 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.
- 4.11. 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. DEFAULT CLAUSE:-

- 5.1. The contractor is responsible for deputing the manpower 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.

6. PAYMENT TERMS:-

- 6.1. The Contractor shall prepare his monthly bill. The contractor will deposit GST with the concerned authority as per rates applicable from time to time. All the bills so prepared shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI and GST in evidence of his having made payments to these accounts.
- 6.2. The Contractor shall preparer his bill after paying the wages to his workmen during the month. Contractor shall also enclose copies of the receipts of payments of EPF,ESI and GST.
- 6.3. 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 Manpower amount deposited with the Corporation or either deducted from the payment due to the Contractor.
- 6.4. 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:-
 - a) Release of payment as per Minimum Wages Act.
 - b) Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
 - c) 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 EPF & ESI has been deducted in respect of persons engaged by them by the Contractor, in-spite of having EPF 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. DURATION OF CONTRACT:-

- 7.1. The duration of this contract shall be 12 (Twelve) months 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 further for a period of up to 36 (thirty six) months, based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.
- 7.2. 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.
- 7.3. 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. ARBITRATION:-

- 8.1. 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 (Officer) of NSIC or any officer nominated by (Officer).

- 8.2. 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.
- 8.3. The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings.

Sr. Branch Manager
Issuing Authority

(Signature of the Authorised Signatory
of the Tenderer with seal)

PRICE BID

SCHEDULE 'I'

No: NSIC/JPR/ADMIN/Manpower Agency/2018

Dated: 17.07.2018

Dated :

NAME OF THE PARTY : _____

FULL ADDRESS : _____

: _____

Sr No.	Particulars	% of Wages as per minimum wages act
1.	Service Charge	

- In certain cases the salary will be fixed by HR Dept. of NSIC and Service Charges will be paid on that amount only.
- Service Charges will be calculated on Basic salary only.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :
Place :

Name :
Designation: