

NSIC TECHNICAL SERVICES CENTRE

Sector B-24, Guindy Industrial Estate

Ekkaduthangal, Chennai 600 032.

Tender Document

No.: NTSC/C/Allied Services/2019-20/02

For

PERSONNEL FOR ALLIED SERVICES

in

NSIC TECHNICAL SERVICES CENTRE

at

Sector B-24, Guindy Industrial Estate, Ekkaduthangal, Chennai 600032

And

Shed no.27, 29 & 30, SIDCO Industrial Estate, Dindigul 624006

Tender Opening date	: 15.11.2019 At 10.00 AM
Last date of receipt of tender	: 27.11.2019 (Latest by 3.00 P.M.)
Date of opening of Technical bid	: 27.11.2019 At 4.00 PM
Date of opening of Price Bid	: Intimated later

Chief General Manager

NSIC-TECHNICAL SERVICES CENTRE

THE NATIONAL SMALL INDUSTRIES CORP. LTD.

(A Govt. of India Enterprise)

B-24. Guindy Industrial Estate, Ekkaduthangal, Chennai – 600 032

Tel No. 044-22252335/6 Email: ntscche@nsic.co.in Website: www.nsic.co.in

No: NTSC/C/Allied Services/2019-20/02

Dt.: 13.11.2019

NOTICE INVITING TENDERS

Separate sealed tenders with 120 days validity from the date of opening of tenders are invited by National Small Industries Corporation Ltd, NSIC – TECHNICAL SERVICES CENTRE, Chennai from experienced and eligible agencies for providing personnel for "Allied Services" in NSIC TECHNICAL SERVICES CENTRE, B-24 Guindy Industrial Estate, Ekkaduthangal, Chennai premises under two bid systems – Technical Bid as well as Price Bid.

1. Tender documents can be obtained from our office from 15.11.2019 – 27.11.2019 (upto 1.00 PM) on all working days (Monday to Friday) from 10.00 hrs. to 17.00 hrs. The Tender fee is Rs.1,000/- plus GST @ 18% (Total amount of fee is Rs.1000 + Rs.180/- = Rs.1,180/-)
2. Pre-bid meet will be held at our Centre on 20.11.2019 at 4.00 P.M. All interested tenderers are invited to attend the same.
3. The sealed Technical Bid cover as well as sealed Price bid cover, complete in all respects, put together into a big cover closed and sealed should reach our office, at the above address latest by 3.00 P.M. on 27.11.2019.
4. Technical bid will be opened on 27.11.2019 at 4.00 P.M. at our office in the presence of the representatives of Tenderers. Price bids of the technically qualified Tenderers only will be opened.
5. The sealed envelopes must be superscribed with "Tender for providing personnel for Allied Services" at NSIC-TECHNICAL SERVICES CENTRE, Ekkaduthangal, Chennai-600032.
6. The tender form may also be down loaded from our website www.nsic.co.in or may be collected from our office. The downloaded Tender Applications should be accompanied by Tender fee of Rs.1,180/- by way of NEFT in favour of – THE NSIC LTD, Punjab National Bank, Ekkaduthangal Branch, Chennai Account no.: 6570002100004827, IFSC: PUNB0657000

Chief General Manager

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CHIEF GENERAL MANAGER
ISSUING AUTHORITY

NSIC-TECHNICAL SERVICES CENTRE
THE NATIONAL SMALL INDUSTRIES CORP. LTD.

(A Govt. of India Enterprise)

B-24. Guindy Industrial Estate, Ekkaduthangal, Chennai – 600 032

Tel No. 044-22252335/6 Email: ntscche@nsic.co.in Website: www.nsic.co.in

No: NTSC/C/Allied Services/2019-20/02

Dt.: 13.11.2019

M/s.-----

**Sub: Tender for providing personnel for "Allied Services" at NSIC
Technical Services Centre, Ekkaduthangal, Chennai – 600 032.**

Sealed tenders are invited under two bids (Technical & Price) system 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 responsible corporate entity will insist on strict compliance of statutory obligations and demand proof towards deposit of ESI and PF contributions to the appropriate authorities and adherence to the provisions of various Laws / Acts as applicable from time to time.

The sealed Tender covers should be clearly superscribed as "**Tender for providing personnel for Allied Services**" at NSIC Technical Services Centre, Ekkaduthangal, Chennai 600 032.

The tender must reach us at the above address on or before 27.11.2019 upto 3.00 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,

Chief General Manager

The terms and conditions for the work order.

1.0 Definitions:-

- 1.1 "Corporation" shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise), Okhla Industrial Estate, New Delhi – 110 020 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 Deputy Manager, designated by the Competent authority, as the case may be, who shall supervise and be in-charge of such works.

2.0 INSTRUCTIONS TO TENDERERS:-

- 2.1 The personnel for allied services will be required to work at following places:-
- a. NSIC Technical Services Centre, Sector B-24, Guindy Industrial Estate, Ekkaduthangal, Chennai 600 032.
 - b. NSIC Technical Services Centre, Shed no.27, 28 & 30, SIDCO Industrial Estate, Dindigul 624 006.
- 2.2 The allied services will include the following work to be performed by the personnel deployed:
- a. The faculties for Computer Hardware, Networking, other computer software
 - b. Design Software (AutoCAD, CREO, etc.), Embedded System, etc
 - c. Data Entry assistance / Secretarial
 - d. Electricians, Machine operators and machine maintenance work, Technicians, etc
- 2.3 The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- 2.4 All prospective bidders with minimum three years of continuous experience immediately preceding from the current calendar year (specifically 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 The

Chief General Manager, NSIC Technical Services Centre, Sector B-24, Guindy Indl Estate, Ekkaduthangal, Chennai 600 032 on or before 27.11.2019 upto 3.00 PM

- 2.5 The annual turnover of the agency should not be less than Rs.50 lacs (Rupees Fifty Lakh) per annum in at least three out of immediately preceding five years. Please attach copy of Balance Sheet, Profit & Loss account or certificate from CA indicating the turnover during the last three years.
- 2.6 Tenders shall be accompanied with a DD / Pay Order for Rs.1,00,000/- (Rupees one lakh only) drawn in favour of NSIC LTD being the Earnest Money Deposit for the above mentioned job. EMD will be refunded after receipt of the Security Deposit from the successful bidders without interest. For unsuccessful bidders, EMD will be refunded without interest. However, agencies / firms / companies registered with NSIC / DIC / having Udyog Aadhar will be exempted from payment of tender fee and Earnest Money Deposit (EMD).
- 2.7 The successful tenderer shall remit an amount of Rs.1,50,000/- (Rupees one lakh fifty thousand only) as security deposit. The security deposit will be in the form of DD which shall only be refunded after three months from the date of completion of the contract. The EMD / Security Deposit shall be interest free.
- 2.8 Date of issue of DD / PO should not be before the date of publishing of our tender notice. Tenders received without EMD (except MSE registered with DIC / NSIC / Udyog Aadhar) 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 within 15 days after the contract has been awarded to the successful tenderer.
- 2.9 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.10 The interested parties are advised to inspect the premises and 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.
- 2.11 Price-Bids shall be opened only when the Technical Bid is found to be technically qualified & availability of other relevant documents.

- 2.12 Interested parties are requested to quote their most competitive rates (as per the format specified in Schedule 'A').
- 2.13 Tender with zero or unreasonably low service charge shall not be considered. Reasonable service charge will be determined by the committee of NSIC officers. L1 bidder will be decided on the recommended service charges. In case of more than one party quoting same percentage of service charge, the committee will decide the L1 based on the weight age calculated on the following:
- a. No. of years of experience
 - b. Previous experience in serving Central / State Govt / PSU, etc.
 - c. Units registered with NSIC under Single Point Registration Scheme
- 2.14 GST shall be mentioned separately.
- 2.15 Technical & Price Bids shall have to be submitted in the prescribed formats as per Schedule 'A' and Schedule 'B' respectively.
- 2.16 Conditional tenders will be rejected out-rightly.
- 2.17 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 and conditions thereof.
- 2.18 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.19 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.
- 2.20 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.
- 2.21 Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.22 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.23 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of approximate value before the commencement of work.

- 2.24 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.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:

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

- a. Registration with EPF Department
- 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. Ownership registration certificate
- f. EMD for Rs.1,00,000/- (Rupees one lakh only) through DD/PO only
DD/PO should not be issued before the date of advt. of our tender.
- g. Documents in support of experience (of immediately preceding three years) of allied Services work (with work satisfactory remark) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude only along with documentary proof. The detailed statement of experience which includes Name of the Firm, Period (From-----to-----), No. of years and value of the contract etc. may also be placed along with bid.
- h. The proof of Rs.50 lakh (Rupees fifty lakh only) annual turnover duly certified by a Chartered Accountant or copy of the return submitted with tax authorities.

4.0 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 Labor 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 Labour (Regulation & Abolition) Act,1970
 - b. The Contract Labour (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. Laws and statutory regulations applicable from time to time

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 at its own level and costs, in no way putting any liability on the corporation and the corporation shall have no liability in this regard whatsoever.

- 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. The contractor shall comply with these and obtain requisite licenses from Authorities under the Act and also take steps for getting the Agreement registered under the Act. 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 service tax 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 / Cheque.
- 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 license 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 License until the completion of the contract.

5.0 PAYMENT TERMS:

- 5.1 The Contractor shall prefer his monthly bill. The contractor will deposit GST 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 GST in evidence of his having made payments to these accounts.
- 5.2 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 GST as applicable.
- 5.3 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 security amount deposited with the Corporation or either deducted from the payment due to the Contractor.
- 5.4 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:-
- i) Release of payment as per Central 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 person engaged by them and will be deposited to statutory authorities on behalf of such contractor.

6.0 DURATION OF CONTRACT:-

- 6.1 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

upto 12 (twelve) months based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.

- 6.2 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 any time without giving any advance notice to the Contractor to this effect.
- 6.3 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.

7.0 ARBITRATION:-

- 7.1 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 the 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.
- 7.2 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.
- 7.3 The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings.

CHIEF GENERAL MANAGER
ISSUING AUTHORITY

TERMS & CONDITIONS ACCEPTED

SIGNATURE
AUTHORISED SIGNATORY WITH SEAL

SCHEDULE 'A'

TECHNICAL BID

S No	Particulars	
1	Name & Address of the Tenderer with telephone no., email & fax no.	
2	EMD Details	
3	Tender Fee details	
4	Registration No. of EPF	
5	Registration No. of ESI	
6	PAN No.	
7	Registration No. of GST	
8	Registration of Ownership	
9	Copy of 3 yrs experience out of immediately preceding 5 yrs (Name of the organization, duration, etc.)	
10	Letter of submission of offer and signed copy of the terms and conditions as per Proforma attached with the tender documents	
11	Self-attested copies of all the documents relating to SI no.4-9 should be attached	

For M/s. _____

Authorized Signatory with seal

Name:

Designation:

Date:

Place:

SCHEDULE 'B'

PRICE BID

Sl No.	Category of the Worker	Rate of Wager per person per day (Rs.)	EPF (As applicable) (Rs.)	ESI (As applicable) (Rs.)	Amount (Rs.) Col.3+4+5
1	2	3	4	5	6
a.	Unskilled				
b.	Semi-skilled / Unskilled Supervisory				
c.	Skilled / Clerical				
d.	Highly Skilled				

e. Service charges on Col.no.6 in % for all category _____

f. GST as applicable

The rate of wages will be fixed as per Central Minimum Wages Act according to the category of the workmen engaged, notified vide Order dt.23.09.2019 by the Chief Labour Commissioner (C) and amendments from time to time.

For M/s _____

(Authorised Signatory with Seal)

Date:

Place:

Name:

Designation: