

# TENDER FOR HOUSEKEEPING SERVICES & OTHER MANPOWER REQUIREMENT AT NSIC TECHNICAL SERVICES CENTRE, NEEMKA, FARIDABAD (HARYANA)

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise) Technical Services Centre, Tigaon Road, Neemka, Faridabad-121004 (Haryana) Ph: 0129-2401101/02/04, 0129-2401122 E-mail: <u>ntscneemka@nsic.co.in</u> **Website: http://www.nsic.co.in** 

Tender cost: Rs.1000/- (Excluding GST @ 18%)



# The National Small Industries Corporation Ltd. Technical Services Centre Tigaon Road, Neemka, Faridabad – 121004 (Haryana)

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Dy. General Manager For and on behalf of NSIC



#### THE NATIONAL SMALL INDUSTRIES CORPORATION LTD. (A GOVERNMENT OF INDIA ENTERPRISE) TECHNICAL SERVICES CENTRE, TIGAON ROAD, NEEMKA, FARIDABAD- 121004 (HARYANA)

## **NOTICE INVITING TENDER**

Separate sealed tenders with 120 days' validity from the date of opening of tenders are invited by NSIC Technical Services Centre, Neemka, Faridabad (Haryana) from experienced, eligible and Haryana/ NCR based agencies for providing personnel for "Housekeeping Services & Other Manpower Requirement" at NSIC- Technical Services Centre, Tigaon Road, Neemka, Faridabad under two bid system Technical Bid as well as Price Bid.

1. Blank Tender document can be obtained from the NSIC office at the address given at Sr. No. 3 below from **18.11.2019 to 29.11.2019** on all working days from 10.00 AM to 03.00 PM by making a payment of Rs.1180/- (Non- refundable) DD in favour of NSIC-Technical Services Centre, payable at Neemka, Faridabad. The tender documents can also be downloaded from website <u>www.nsic.co.in</u> and to be submitted along with DD of Rs. 1180/- in favour of NSIC Technical Services Centre Payable at Neemka.

2. Pre-Bid meeting of the prospective bidders will be held in Conference Room of NSIC Technical Services Centre, Neemka, Faridabad – 121004 on **25.11.2019 at 04:00 PM.** All interested tenderers are invited to attend the same.

3. The separate Tenders i.e. **Technical Bid and Price Bid**, complete in all respect in sealed envelope must reach to this office at the below mentioned address latest by **04:00 PM on or before 29.11.2019**, otherwise it will not be accepted.

Dy. General Manager NSIC- Technical Services Centre, Neemka, Tigaon Road, Faridabad-121004 (Haryana)

4. Technical Bids will be opened on **29.11.2019 at 05.00 PM** in presence of representatives of tenderers at NSIC Technical Services Centre, Neemka, Faridabad.

5. Price Bids will be opened of those tenders only who qualifies technically and suitable date and time in this regard will be communicated later on to the technically qualified tenderers.

6. The sealed envelope must be super-scribed with "Tender for Housekeeping Services & Other Manpower Requirement" at NSIC Technical Services Centre, Tigaon Road, Neemka, Faridabad – 121004 (Haryana).

7. The tender form may be downloaded from website <u>www.nsic.co.in</u>, however in such a case, Rs. 1180/- per tender has to be deposited in DD drawn in favour of NSIC Technical Services Centre, Neemka, to become eligible to submit the same.

Dy. General Manager



# The National Small Industries Corporation Ltd. Technical Services Centre Tigaon Road, Neemka, Faridabad – 121004 (Haryana)

**Tender Document** 

For

# "HOUSEKEEPING SERVICES & OTHER MANPOWER REQUIREMNENT"

AT

The National Small Industries Corporation Ltd. Technical Services Centre Tigaon Road, Neemka Faridabad – 121004 (Haryana)

Date of Publishing of Tender: Last date of receipt of Tender: Date of opening of Technical Bids: Date of opening of Price Bid: 18.11.2019 (upto 1.00 PM)29.11.2019 (upto 3.00 PM)29.11.2019 (at 4.00 PM)To be informed later to technically qualified bidders

Dy. General Manager



#### THE NATIONAL SMALL INDUSTRIES CORPORATION LTD. (A GOVERNMENT OF INDIA ENTERPRISE) TECHNICAL SERVICES CENTRE, TIGAON ROAD, NEEMKA, FARIDABAD- 121004 (HARYANA)

NTSC-N/FBD/MP/2019-20

Date:18/11/2019

M/s.-----

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Sub:- Providing "Housekeeping Services & Other Manpower Requirement" at NSIC Technical Services Centre, Tigaon Road, Neemka, Faridabad – 121004 (Haryana). Bidders may quote as per minimum wage rates in Haryana

Sealed tenders from **Haryana**/**NCR based firms**/**companies** are invited under two bids system (Technical & Price) for the above mentioned work proposed to be awarded to the most suitable bidder qualifying criteria. The nature of agreement terms and conditions of the tender are enclosed herewith for your kind perusal and information.

NSIC being a responsible organisation 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 applicable from time to time.

The tender should be in two sealed envelopes separately containing **Technical Bid and Price Bid**. The envelopes should be clearly super scribed with the type of Bids" **Tender for providing "Housekeeping Services & Other Manpower Requirement" at NSIC Technical Services Centre, Neemka, Faridabad**". The envelope must be addressed to:

#### Dy. General Manager NSIC- Technical Services Centre, Neemka, Tigaon Road, Faridabad-121004 (Haryana)

The tender bid complete in all respects in sealed envelopes must reach us at the above address on or before **29.11.2019 up to 04.00 PM** otherwise it shall not be accepted. 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, depending upon its requirements. NSIC also reserves the right to cancel the tender without assigning any reasons thereof.

Thanking you,

Yours faithfully, For & on behalf of NSIC Dy. General Manager



### Terms and Conditions for the Work Order

### 1.0 Definitions: -

- 1.1 "The Corporation' shall mean the National Small Industries Corporation Ltd., (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi 110020 and shall include their legal representatives, Successors and permitted assigns.
- 1.2 The "Contract" means and includes the documents forming the tender and acceptance thereof. Together with the documents referred to therein including the conditions.
- 1.3 The "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 The "Competent Authority" means the Chairman cum Managing Director of the Corporation and his successors.
- 1.5 The' 'Officer In Charge' shall mean the officer of the Corporation, not below the level of Deputy Manager, designated by' 'Competent Authority' as the case may be, who shall supervise and be in charge of such works.

#### 2.0 Instruction to Intending Tenderers: -

- 2.1 The firms or companies based in Haryana/ NCR only will be eligible for submission of tender and they may quote as per the minimum wage rates in Haryana.
- 2.2 The personnel for Housekeeping will be required to work at following places: -

### NSIC – Technical Services Centre, Neemka, District Faridabad

2.3 The House keeping will include the following work to be performed by personnel deployed: -

### Housekeeping in the Building Premises.

- 2.4 The number of persons required for engagement will vary from time to time depending upon the requirement of the NSIC Technical Services Centre, Neemka.
- 2.4.1 In addition to Housekeeping, NSIC Technical Services Centre, Neemka may also advise to contractor to provide the following manpower strictly on need basis: -
  - Technical Personnel
  - Non-Technical Personnel
- 2.5 All prospective bidders with minimum three years of experience immediately preceding five years from the current calendar year (specified with satisfactory work remark) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude for providing personnel for the Housekeeping Services, may submit their tender in separate sealed envelopes in two bids i.e. technical bid & price bid addressed to Dy. General Manager, NSIC TSC Neemka, Faridabad-121004 on or before **29.11.2019 up to 04.00 PM**.



- 2.6 The annual turnover of the firm/company should not be less than Rs.20,00,000/Annum (Rupees Twenty lacs per annum) in atleast three out of immediately preceding five years.
- 2.7 The tenders shall be accompanied with a DD/ Pay Order for Rs. 1,25,000.00 (Rupees One Lac Twenty-Five Thousand only) drawn in the favour of NSIC Technical Services Centre, Neemka being the earnest money deposit (exempt for registered MSEs with DIC/NSIC) for the above mentioned job. EMD will be refunded to the bidders after finalisation of the Tender and award of contract to successful bidder. However, the successful bidder would be released EMD on receipt of security deposit. EMD may also be included partially as a part of security deposit to be deposited by the successful bidder.
- 2.8 The successful tenderer shall deposit security deposit of an amount equal to 5% of total estimated annual value of the contract with the Corporation. The security deposit should be in the form of Bank Guarantee from any Nationalized Bank which shall only be released after three months from the date of the completion of the contract. The earnest money/security deposit shall be interest free.
- 2.9 Date of issue of DD / PO should not be before the date of publishing of tender notice. Tenders received without EMD {except MSME regd. units} 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.
- 2.10 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.11 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 stage.
- 2.12 Price-Bids shall be opened only when the Technical Bid is found to be technically qualified and supported by other relevant documents.
- 2.13 Interested parties are requested to quote their rates (as per the format specified in **Schedule 'B'**.
- 2.14 In case of tie of service charges quoted by bidders, senior most bidder in terms of experience in the relevant field will be considered for awarding tender.
- 2.15 GST shall be mentioned separately.
- 2.16 Technical & Price Bids shall have to be submitted in the Format as per **Schedule 'A' and Schedule 'B'** respectively.
- 2.17 Conditional tenders will be rejected out rightly.
- 2.18 The personnel engaged/deployed in providing the requisite services to the NSIC shall be the employees of the contractor and will not claim their remuneration from the corporation. NSIC shall not be liable for anything on their part.
- 2.19 The contractor shall not sub-contract the services of personnel engaged/ sponsored by them.
- 2.20 The contractor shall be responsible for the discipline and conduct of the personnel engaged/deployed by them and in case the discipline and the quality of work deteriorate the contractor shall provide replacement of his personnel.



- 2.21 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 Government Office.
- 2.22 Contractor shall have to furnish all the information required by NSIC to fulfil requirements of the relevant Acts, and in the form so prescribed.
- 2.23 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.24 Successful tenderer will have to execute duly notarised agreement on Non-Judicial Stamp Paper of Rs 100/- before the commencement of work.
- 2.25 Contractor will not ask for any enhancement of approved rates other than increase in minimum wages as per Minimum Wages Act during the period of the contract and it shall be the responsibility of the Contractor to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to its employees.
- 2.26 Preference will be given to registered MSEs and they are not required to submit EMD.
- 2.27 In case it is noticed and found at any stage that the statutory regulations relating to EPF, ESI, bonus etc. are not being compiled with, the same without accept till the time the proper documents showing proof of compliance are submitted.
- 2.28 In case of any failure on part of the Contractor to deploy/ provide workmen/ services as enumerated in this tender document, the penalty of an amount of Rs. 500/- per workmen which may extend maximum upto 10% of monthly contract value shall be levied on the Contractor.

#### 3.0 Eligibility Criteria for Bidders: -

The tenderer will submit self-attested photocopies of the following documents as per the sequence given below: -

- 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 GST Department.
- e) Ownership registration certificate.
- f) EMD for Rs. 1,25,000/- (Rupees One Lac Twenty-Five Thousand only) through DD/PO only by the firms or companies favouring NSIC Technical Services Centre Payable at Neemka. Units registered with DIC/NSIC or having Udyog Aadhar No. will be exempted for payment of EMD. DD/PO should not be issued before the date of advt. of tender.
- g) Documents in support of experience (of three years) of Housekeeping 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. 20 lacs (Rupees Twenty lacs) annual turnover duly certified by a Chartered Accountant or copy of the return submitted with tax authorities.
- i) Signed copy of tender document as an acceptance of all terms & conditions.



j) Certificate that they are not blacklisted from any Govt. Dept./PSU etc.

#### 4.0 Legal Obligation: -

- 4.1 All personnel employed by contractor shall be engaged by the Contractor as his own employees in all respects expressed 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 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

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 noncompliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the same at its own level and costs, in no way putting any liability on the corporation.

- 4.2 The 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 thereunder 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 licences 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 it for the above mentioned jobs.
- 4.5 The Contractor shall on its / 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 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 its/ 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 cheque/ A/C transfer and also in the presence of the representative of the Corporation.



- 4.9 The 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 that 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 The 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 Licence until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract which includes imprisonment for a term which may extend to three months or with fine or both for which Contractor is solely responsible.

#### 5.0 Payment Terms: -

- 5.1 The Contractor shall prefer his monthly bill. The contractor will also 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 its bill after paying the wages to its provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF, ESI and GST.
- 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 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 inspite 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, with penalty thereof.



#### 6.0 Duration of the Contract: -

- 6.1 The duration of this contract shall be **One Year** 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 Two Years based upon satisfactory completion of the contract on mutual agreement.
- 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 point 4.1 of this document, the contract is liable to be terminated at any time without giving any advance notice to the Contractor to this effect.
- 6.3 **The NSIC shall have the absolute discretion to terminate the contract at any** *time without any notice or assigning any reason.*
- 6.4 In case the Contractor does not intend to continue with the work they shall give 90 days advance notice in writing for termination of contract.

#### 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 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 existence of the contract or after the termination of the contract, the same shall be referred to the sole arbitrator appointed by the Competent Authority of the Corporation.
- 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 as amended by Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to such proceedings.

Dy. General Manager For NSIC Ltd.



SCHEDULE 'A'

# TECHNICAL BID

1.	Name & Address of the Tenderer (with Tel. Nos. and fax no.)	:	
2.	EMD (DD No., date & Bank)	:	
3.	Registration in EPF	:	
4.	Registration in ESI	:	
5.	PAN (As applicable)	:	
6.	Registration No. GST	:	
7.	Ownership Registration (Form B)	:	
8.	Copy of 3 yrs. Experience Out of immediately preceding 5 yrs. (name of Orgn., duration etc.)	:	

9. Letter of submission of offer or signed copy of terms and conditions, as per Performa attached with the tender documents.

Note: Tenderer must enclose as supporting documents as self-attested copies of the aforesaid documents and write the nos. if any in front of the related serial no.

For M/s\_\_\_\_\_

(Authorized Signatory with Seal)

\_\_\_\_\_

Date:

Name:

Designation:

Place:



SCHEDULE 'B'

# PRICE BID

S.N o	Particul ars	Wages @ Person	E.P.F ( As applica ble)	E.S.I (As applica ble)	Bon us 8.33 %	Amount (in RS.) (Col.3+4+ 5+6)	Servi ce Char ge	Total Amt(R s.)
1	2	3	4	5	6	7	8	9
a)	Unskille d (House Keepin g)							
	ĞST	( As applica ble)						

• In certain cases, the salary/stipend will be fixed by HR Dept. of NSIC

• Unskilled workers are as per the provisions of latest Minimum Wages Act.

For M/s\_\_\_\_\_

(Authorized Signatory with Seal)

Name:

Date: Place:

Designation: