

National Small Industries Corporation Ltd.

(A GOVERNMENT OF INDIA ENTERPRISE)

**Zonal Office (N-II), GGS Tower, Dholewal Chowk, G T Road
Ludhiana- 141003**

NOTICE INVITING TENDERS

Sealed tenders with 60 days validity from the date of opening of tenders are invited by National Small Industries Corporation Ltd, Zonal Office (N-II), GGS Tower, Dholewal Chowk, G T Road, Ludhiana- 141003 from experienced and eligible agencies for providing personnel for “**Skilled, Semi-skilled and Unskilled Casual Manpower**” under two bid systems Technical Bid as well as Price Bid.

1. Interested Bidders can download the Tender documents from NSIC’s website i.e. www.nsic.co.in or it can be obtained from our office from **03.05.2019 to 17.05.2019** on all working days from 09:30 a.m. to 06:00 p.m. The tender form may also be received through e-mail. The enquiry for the same should send to boludh@nsic.co.in
2. The separate bids i.e. Technical Bid and Price Bid, complete in all respect in sealed envelopes must reach this office at the below mentioned address **latest by 02:00 p.m. on 17.05.2019**, otherwise it will not be accepted.
Zonal General Manager (N-II)
National Small Industries Corporation Ltd.
GGS Tower, Dholewal Chowk, G T Road,
Ludhiana- 141003
3. Technical Bids will be opened on **17.05.2019 at 03:00 PM** at the NSIC Zonal Office (N-II) Office at **GGS Tower, Dholewal Chowk, G T Road, Ludhiana- 141003** in the presence of the representatives of tenderers.
4. Price Bids will be opened on **17.05.2019 at 4:00 p.m.** for those tenders only who qualifies technically.
5. The sealed envelopes must be super scribed with “**Tender for Empanelment of Outsourced Agency for providing Skilled, Semi-skilled and Unskilled Casual Manpower**” at Zonal Office (N-II), National Small Industries Corporation Limited, GGS Tower, Dholewal Chowk, G T Road, Ludhiana- 141003
6. 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 contract.

Zonal General Manager(N-II)

**NATIONAL SMALL INDUSTRIES CORPORATION
LIMITED**

(A GOVERNMENT OF INDIA ENTERPRISE)

**Zonal Office(N-II), GGS Tower, Dholewal Chowk, G T Road
Ludhiana- 141003**

Tender Document

For

**EMPANELMENT OF OUTSOURCED AGENCY FOR
PROVIDING SKILLED, SEMI-SKILLED AND UNSKILLED
CASUAL MANPOWER**

Last date of receipt of tender	: 17-05-2019 (Latest by 2:00 P.M.)
Date of opening of Technical Bid Date	: 17-05-2019 at 3:00 P.M.
of opening of Price Bid	: 17-05-2019 at 4:00 P.M.

Zonal General Manager(N-II)

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
Zonal Office (N-II), GGS Tower, Dholewal Chowk, G T Road
Ludhiana- 141003

Tender Ref. No: NSIC/Ludh/Manpower/2019

Dated: 03.05.2019

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Terms and Conditions

1.0 Definitions :

- 1.1 “Corporation” shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise) GGS Tower, Dholewal Chowk, G T Road, Ludhiana- 141003 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 General Manager, designated by “Competent Authority.” as the case may be, who shall supervise and be in-charge of such works.

2.0 Instructions to tenderer :

- 2.1 The agencies doing similar works will be eligible for submission of tender.
- 2.2 The “Skilled, Semi-skilled and Unskilled Casual Manpower“ will be required to work at following places:-

S. No.	Particulars	Category	No. of Persons (Present Requirement)	Place of Work
1	Account Assistant	Skilled	01 (One)	Branch Office, Ludhiana
2	Office Executive	Skilled/ Semi-Skilled	15 (Fifteen),	BO Ludhiana, Una, Sangrur, Ambala, Mandi Gobindgarh, Jalandhar, Chandigarh, Baddi, Jammu
3	Office Boy	Unskilled	4 (Four)	Branch Office Ludhiana, Jalandhar, Jammu, Chandigarh

- ***No. of persons may increase or decrease as per requirement.***

- 2.3 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 Zonal General Manager(N-II), National Small Industries Corporation Ltd., GGS Tower, Dholewal Chowk, G T Road, Ludhiana- 141003 on or before 17.05.2019 up to 02:00 p.m.
- 2.4 An interest free EMD Rs. 1000/- in the form of DD/Bankers cheque/pay order drawn in favour of “National Small Industries Corporation Limited” payable at Ludhiana should be attached along with the quotations. Quotations without EMD will be summarily rejected. Refund of the EMD in r/o the unsuccessful tenderers will be returned only after finalization of the tender. In the event successful bidder fails to sign agreement with NSIC for provisions as mentioned in this tender, this EMD is liable to be forfeited. EMD to the successful bidders will be refunded after satisfactory completion of the contract.
- 2.5 **Date of issue of DD/PO should not be before the date of publishing of tender notice.**

- 2.6 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 will only, be opened.
- 2.7 The tenders shall be valid for a period of 60 days from the date of its opening.
- 2.8 The interested parties are advised to contact for any quarry (ies) 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 conditions on later date.
- 2.9 Price-Bids shall be opened only when the Technical Bid is found to be technically qualified & other relevant documents.
- 2.10 Interested parties are requested to quote their most competitive rates (as per the format specified in Schedule "B").
- 2.11 Technical & Price Bids shall have to be submitted in the Format as per Schedule "A" and Schedule "B" respectively.
- 2.12 Conditional tenders will be rejected out rightly.
- 2.13 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.
- 2.14 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.15 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.
- 2.16 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.
- 2.17 Contractor shall have to furnish all the information required by NSIC to fulfil requirements of the concerning Acts, and in the Form so prescribed.
- 2.18 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.19 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- 2.20 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 TENDERERS:

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

- 3.1 Registration with EPF Department
- 3.2 PAN Number in the name of registered owner
- 3.3 Registration with GST Department.
- 3.4 Ownership registration certificate.
- 3.5 EMD of Rs. 1000/- through DD/PO. DD/PO should not be issued before the date of advt. of tender.
- 3.6 Documents in support of experience

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 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
- j. Service Tax/GST
- 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 the at 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 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 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 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 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 / Electronic mode.
- 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 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 (TRRN) & ESI and GST in evidence of his having made payments to these accounts.
- 5.2 The Contractor shall prepare 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.
- 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 (TRRN No.)& ESI, for the employees as engaged for the contract.
 - iii) GST/TDS if any 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.

- 5.5 It will be obligatory on the part of the contractor to provide replacement for absence of any manpower provide by him or else a penalty of Rs. 500-00 per person per day which may extend maximum up to 5 % of monthly contract value shall be levied on the contractor.

6.0 DURATION OF CONTRACT :

- 6.1 The duration of this contract shall be **24 (twenty four) 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 24 (Twenty four) 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 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.

- 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.

SCHEDULE "A"

Tender Ref. No: NSIC/Ludh/Manpower/2019

Dated: 03/05/2019

TECHNICAL BID

- 1) **Name & Address of the Tenderer:**
(with Tel. Nos. and fax no.)
- 2) **EMD (DD No., date & Bank)** :
- 3) **Registration No. in EPF** :
- 4) **Registration No. in ESI** :
- 5) **PAN No.(As applicable)** :
- 6) **Registration No. GST** :
- 7) **Registration of the ownership** :
- 8) **Copy of 3 yrs. Experience** :
(name of Orgn., duration etc)
- 9) **Letter of submission of offer or signed copy of terms & conditions, as per Performa attached with the tender document.**

Self attested copies of all the documents relating to sl.3 to 7 should be attached.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :
Place :

Name :
Designation:

SCHEDULE "B"

Tender Ref. No: NSIC/Ludh/Manpower/2019


Dated: 03/05/2019

PRICE BID

NAME OF THE PARTY:

FULL ADDRESS:

Sr no.	Particulars	% of Wages (basic+PF+ESI+other perks etc.) as per minimum wages act Excluding GST (In words & Figures)
1.	Service Charge on wages (on Skilled , Semi Skilled & Unskilled) as per Minimum Wages Act as decided and approved by NSIC	

 In certain cases the wages will be fixed by NSIC.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :

Place :

Name :

Designation:

