

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD  
(A Government of India Enterprises)**

**B.O. Bhubaneswar  
IMDC BUILDING, 2<sup>ND</sup> FLOOR, IDCO PLOT NO 6,  
BLOCK D, MANCHESWAR INDUSTRIAL ESTATE  
BHUBANESWAR-751010**

**Tel: 0674-2582981/2583182**

**E-mail: [bobhubaneswar@nsic.co.in/](mailto:bobhubaneswar@nsic.co.in)  
[bobhubaneswar@gmail.com](mailto:bobhubaneswar@gmail.com)**

**Tender Document for Providing Manpower Services  
from Manpower Supply Agency For  
NSIC, BO-Bhubaneswar**

**Last date of receipt of tender : 21/06/2019, 2:00 PM  
Date of opening : 21/06/2019, 4:00 PM**

**Sr. Branch Manager  
NSIC Limited, BO- Bhubaneswar**

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[bobhubaneswar@gmail.com](mailto:bobhubaneswar@gmail.com)

No: NSIC/BO/BBSR/ADMIN/MSA/2019-20/01

Dated: 13.06.2019

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Sr. Branch Manager  
NSIC Limited, BO-Bhubaneswar

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[bobhubaneswar@gmail.com](mailto:bobhubaneswar@gmail.com)

No: NSIC/BO/BBSR/ADMIN/MSA/2019-20/01

Dated: 13.06.2019

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Tender for Providing Manpower Services from Manpower Supply Agency For NSIC, BO-Bhubaneswar.**

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, BO-BHUBANESWAR, IMDC BUILDING, IDCO PLOT NO 6, BLOCK D, 2ND FLOOR, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010 or can be downloaded from official website (<http://www.nsic.co.in/tender/Current-Tenders.aspx>) 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 an envelope containing separate envelope for Technical Bid & Price Bid as per FORMAT and self-attested copies of the documents as per Clause 2.25 of the tender document as well as the documents mentioned in Technical Bid details and a DD/Pay Order for Rs.20,000/-(Rs. Twenty Thousand only) drawn in favour of "National Small Industries Corporation Ltd., Bhubaneswar" being the Earnest Money Deposit (EMD). The tender without EMD shall be summarily rejected. The unit having valid UAM / registered with NSIC under Single Point Registration Scheme are eligible for Exemption to pay any Tender fees & EMD. The envelope should be clearly super scribed with the type of Bid" for "**Providing Manpower Services from Manpower Supply Agency For NSIC, BO-Bhubaneswar**". The envelopes must be addressed to:

Sr. Branch Manager  
THE NATIONAL SMALL INDUSTRIES CORPORATION LTD  
(A Government of India Enterprises)  
B.O Bhubaneswar  
IMDC BUILDING, IDCO PLOT NO 6, BLOCK D, 2<sup>nd</sup> FLOOR,  
MANCHESWAR INDUSTRIAL ESTATE  
BHUBANESWAR 751010  
0674-2582981/2583182

E-mail: [bobhubaneswar@nsic.co.in](mailto:bobhubaneswar@nsic.co.in) /[bobhubaneswar@gmail.com](mailto:bobhubaneswar@gmail.com)

The tender must reach us at the above address on or **before 21.06.2019 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**  
**NSIC Limited, B.O.Bhubaneswar**

## The terms and conditions for Providing Manpower Services from Manpower Supply Agency For NSIC, BO-Bhubaneswar

### 1. Definitions:-

- 1.1 “Corporation” shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise ) "NSIC Ltd, BO-Bhubaneswar, IMDC building, IDCO Plot no 6, Block D, 2<sup>nd</sup> floor, Mancheswar Industrial Estate, Bhubaneswar-751010” and shall include their legal representatives, successors and permitted assignees thereof..
- 1.2. “Contract” means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the terms and 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.
- 1.4. “Competent Authority “means Chairman cum Managing Director of the 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 having complied all statutory obligations are only eligible for tender.
- 2.2 The personnel for Manpower services will be required to work at our offices located in the state of Odisha as per our requirement at the following place:-
  - a) NSIC Ltd, IMDC BUILDING, IDCO PLOT NO 6, BLOCK D, 2ND FLOOR, MANCHESWAR INDUSTRIAL ESTATE,BHUBANESWAR-751010  
**and/or**
  - b) At any other office of the Corporation or places situated in Odisha as assigned.
2. The Requirement of the number of persons for engagement will vary from time to time depending upon the requirement of the Corporation, presently 11 Nos.
- 2.4 The contractor will ensure compliance of all related guidelines of State/Central Government for Strict compliances and updated payments of all statutory dues.
- 2.5 All prospective bidders with minimum 3 years of experience (specified with satisfactory work remark) in Govt. Departments / PSU/ 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 & Financial Bid addressed to “The Senior Branch Manager, National Small Industries Corporation Ltd., IMDC BUILDING, IDCO PLOT NO 6, BLOCK D, 2ND FLOOR, MANCHESWAR INDUSTRIAL ESTATE,BHUBANESWAR-751010” on or **before 21.06.2019 up to 2:00p.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 Bhubaneswar, 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 require to pay any Tender fees & EMD. Units having UAM/ E.M-II shall be given these facilities.

- 2.7. **Successful bidder will deposit an amount equivalent to 5% of annual contract value as a security, and No interest amount will be paid on Security amount. Exempted for NSIC Registered MSE units only.**
- 2.8. Preference will be given to NSIC Government Enlistment Certificate registered MSE 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. **Financial Bids shall be opened only when the Technical Bid is found to be technically qualified & other relevant latest documents.**
- 2.12. **Interested parties are requested to quote their Service Charges in percentage (as per the format specified) and Service Charges criteria.**
- 2.13. Bidder should have a local office at Bhubaneswar and supporting documents in proof of the local office.
- 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, BO- BHUBANESWAR, IMDC BUILDING, IDCO PLOT NO-6, BLOCK-D, 2ND FLOOR, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR- 751010 or can be downloaded from official website (<http://www.nsic.co.in/tender/Current-Tenders.aspx>) and need to submit along with Demand draft of Rs. 500/- against tender Fee.

**ELIGIBILITY CRITERIA FOR BIDDERS:-**

- 2.25. The tenderers will submit the self-attested photocopies of the following documents besides documents mentioned in Technical Bid proforma and all pages of tenders should also be signed invariably duly stamped.
  - 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 audited Balance sheet and P&L a/c.
- h) Average Turnover for last three years is minimum Rs. 100Lacs.
- i) Minimum 3 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 publication of tender or relevant Exemption Certificate.

**3. LEGAL OBLIGATIONS:-**

3.1. 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.

- 3.2. 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.
- 3.3. 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.
- 3.4. The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.
- 3.8. 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.
- 3.9. Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.

3.10. 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.

3.11. 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.

#### **4. DEFAULT CLAUSE:-**

4.1. 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.

#### **5. 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 & ESI and GST in evidence of his having made payment 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 Manpower 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:-

- 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.

#### **6. 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 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.

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, GST / IT return 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.

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. 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 thereof, shall be referred to the sole arbitration of (Officer) NSIC or any officer nominated by the competent authority.
- 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.

Sr. Branch Manager  
NSIC Limited, BO-Bhubaneswar  
(Signature of the Authorized Signatory of the Tenderer with seal)



## 8.0 TECHNICAL BID'

Sl. NO	Particulars	Relevant Information	Page No of the Supporting document, which is enclosed along-with the bid document.
1	Name of Agency:		
2	Nature of the concern: (Limited Company or Private Limited Company Registered or Limited Liability Partnership Firm/Partner Firm)		
3	Full Address of Reg. Office  Telephone No. Fax No. Email-Address-		
4	Full address of Operating local Office in Bhubaneswar. (i) Telephone No and Mobile No (ii) FAX No. (iii) E-Mail Address		
5	Number of years in Operation		
6	Net Worth		
7	Number of persons on roll (As per PF Returns / Latest Supporting Documents Proof)		
8	* No of years of experience In Govt. Sector/PSU/ Autonomous Bodies of Central Govt./Supreme Court /High Court/ Tribunal under Central Govt.		
9	ISO Certificate — (Number of years) / SA8000 Certificate		
10	Undertaking as per Annexure-I		

\* A certificate to the effect that the entity has provided satisfactory service has to be furnished from the concerned Department/Organization for the purpose of consideration under this category.

Date:

Name:

Signature of authorized person

Place:

Seal:

## 9.0 FINANCIAL BID

No: NSIC/BO/BBSR/ADMIN/MSA/2019-20/01

Dated: 13.06.2019

Dated : \_\_\_\_\_

NAME OF THE PARTY: \_\_\_\_\_

FULL ADDRESS \_\_\_\_\_

: \_\_\_\_\_

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

1. In certain cases the salary will be fixed by HR Dept. of NSIC and Service Charges will be paid on that amount only.
2. The service charge if quoted less than applicable TDS to be deducted from the bill (contractor) may be a disqualification and rejection of bid.
3. TDS will be calculated after taking the service charges into consideration. Unrealistic very high or very low service charges may disqualify the bidder.
4. Service Charges will be calculated on Basic salary only.

(For M/s \_\_\_\_\_)

**Authorized Signatory With Seal.**

Date:

Name:

Place:

Designation:

## 10.1. **PREPARATION OF BIDS**

**Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along-with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:

- (a) Technical Bid Submission Form duly signed and printed on Company's letterhead.
- (b) Contact Details Form, duly filled and signed & stamped.
- (c) Financial Capacity form - filled in and signed & stamped.
- (d) Earnest Money Deposit of Rs. 20,000/-.
- (e) All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred.

**The Technical Bid along-with all the required documents as mentioned in the Tender Documents should be submitted.**

**Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.

## 10.2 **SUBMISSION OF BIDS**

The Bidding Firms have to submit the bid before stipulated date and time.

No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The Bid shall be submitted not later than **2.00 PM of 21.06.2019**

No Bid shall be accepted after the specified date and time.

## 10.3 **BID OPENING PROCEDURE**

The Technical Bids shall be opened on **21.06.2019 at 4.00 P.M.** by the Committee authorized by the Competent Authority of the Department, in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

Absence of bidder or their representative shall not impair the legality of the opening procedures.

After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

#### 10.4 CLARIFICATION ON TECHNICAL BID EVALUATION.

The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder

#### 10.5 TECHNICAL BID EVALUATION (SEGREGATED TYPE)

The client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

**The evaluation of tenders shall be done on weightage with 70% to technical evaluation and 30% to financial evaluation.**

The Technical Bid evaluation shall be done based on the following criteria: During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

<b>1</b>	<b>Number of years in Operations</b>		<b>Max Mark 15</b>
	(i)	Upto 3 Years	04
	(ii)	Exceeding 3 Years & Upto 10 Years	08
	(iii)	Exceeding 10 Years & Upto 15 Years	12
	(iv)	Exceeding 15 Years	15
<b>2</b>	<b>Net Worth</b>		<b>Max Mark 15</b>
	(i)	Upto 1 Crore	05
	(ii)	Exceeding 1 Crore & Upto 5 Crore	10
	(iii)	Exceeding 5 Crore	15
<b>3</b>	<b>No of Person on Roll (as per latest EPF or any other statutory proof)</b>		<b>Max Mark 25</b>
	(i)	Upto 250	10
	(ii)	Exceeding 250 & Upto 500	15
	(iii)	Exceeding 500 & Upto 1000	20
	(iv)	Exceeding 1000	25
<b>4</b>	<b>*No. of years of experience in Govt. Sector/PSU/ Autonomous Bodies of Central Govt./ Supreme Court/ High Court/ Tribunal under Central Government</b>		<b>Max Mark 30</b>
	(i)	Upto 3 Years	20
	(ii)	Exceeding 3 Years & Upto 10 Years	25
	(iii)	Exceeding 10 Years	30
<b>5</b>	<b>Quality Related Marks</b>		<b>Max Mark 15</b>
	(i)	ISO Certification (Upto 5 years)	10
	(ii)	ISO Certification (Exceeding 5 years)	15

\*A Certificate to the effect that the entity has provided satisfactory service has to be furnished from the concerned Department/Organization for the purpose of consideration under this category.

**A Bidder should secure mandatorily a minimum of 55% marks** (i.e. 55 marks out of total 100 marks in technical evaluation in order to be a qualified bidder **for being eligible for technical weightage and subsequently for opening of financial bids.**

The total marks obtained by a Bidder in the Technical Bid shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

#### *Illustration 1 (for Technical Weightage)*

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 10.5, his technical evaluation value shall be:*

**56 i.e. (80 x 70%)**

**Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure.**

#### **10.6 FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER [TECHNICAL + FINANCIAL]**

The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

The Bidder with the Lowest Bid Prices (L-1) shall be assigned full 30 marks (Le. 30 x 100) and his total scores of the bid shall be as per Illustration 2 below:

#### *Illustration 2*

*If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be **86** i.e. (56 Technical Value + 30 Financial Value)*

The financial scores of the other bidders (Le. L-2, L-3 ... so on) shall be computed as under and as explained at Illustration 3 below:

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 or L3.)}$$

#### *Illustration 3*

*If the Bidder at Illustration 1 is L-2 Bidder and he quoted RS.125, therefore 30 being the weighted value, the financial scores for L-2 shall be computed as Under  $30 \times 100$  (lowest prices by L 1) / 125 (quoted prices by L2) =.24 (financial score) Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)*

The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

The Bidder meeting the minimum eligibility criteria and with the **highest marks / rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L-1 Bidder for further process.

If there is a discrepancy between words and figures, the amount in words shall prevail.

The Bidder shall be required to produce attested copies of the relevant documents in support of credential in addition to the documentary evidences for being considered during technical evaluation.

**A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened.**

- I. **The responsiveness of the bid, i.e. receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.**
- II. **Receipt of valid EMD with requisite amount in acceptable format.**
- III. **Documents in support of proof of meeting the minimum eligibility criteria.**
- IV. **Any other documents as required to support the responsiveness of the bidder, as per tender.**

The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.

#### **10.7.FINANCIAL BID OPENING PROCEDURE**

The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies and shall be asked to sign on Financial Bid.

Absence of bidders or their authorized representatives shall not impair the legality of the process.

The financial bid Price as indicated in the financial bid submission form of each bidder shall be read out on the spot. However it shall be clearly stated that the final financial bid Prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

## 10.8 .Rights of acceptance

The competent authority (Sr Branch Manager, NSIC) reserve all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids.

The decision of the Competent Authority in this regard shall be final and binding. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

The Competent Authority reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

The competent authority may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

## **11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within three (3) working days of receipt of the same by the successful bidders.

The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.

## **12 RETURNING OF EARNEST MONEY DEPOSIT (EMD).**

The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within seven (07) days after opening of the eligible Financial Bids.

The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within seven (07) days, on award of contract to the successful bidder.

The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

## Draft Agreement for Supply of personnel for Allied Service

This agreement is executed on the -----between The National Small Industries Corporation Ltd. (A Govt. of India Enterprise) company incorporated under the Companies Act 1956 and having its Branch Office at IMDC Building, IDCO Plot no-6,Block-D, 2<sup>nd</sup> Floor, Mancheswar Industrial Estate, Bhubaneswar- 751010 (hereinafter referred as Corporation) of the one part

AND

M/s-----, hereinafter referred to as the Contractor which expression shall include his legal heirs / successors, representatives and assignees of the other part

Whereas, M/s-----, a -----has quoted its rates to supply Manpower for Allied services to the Corporation w.e.f.-----.

---

NOW IT IS Agreed by and between the parties as under:-

1. The contract for providing personnel for Allied Services shall be deemed to have come into force on-----.
2. The contract shall be valid for the period from -----to -----which may further be extended with the consent of both the parties for a period of 24 months on the similar terms and conditions.
3. Either party shall have the right to terminate the contract subject to giving a notice of 30 days.
4. The Corporation shall be entitled to terminate this agreement by giving 30 days' notice in advance in writing to the contractor without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the contractor becomes insolvent or fails and / or neglects to carry out instructions of the Corporation or violates any guidelines or owing to deficiency of service, substandard quality of personnel deployed, breach of contract, reduction or cessation of the requirement of work. On termination of the Agreement, the liability of the Corporation for payment of any amount shall cease.
5. The Corporation has agreed to engage the manpower for various allied services for its premises such as **Branch Office at IMDC Building, IDCO Plot no-6, Block-D, 2<sup>nd</sup> Floor, Mancheswar Industrial Estate, Bhubaneswar-751010** and any other offices in Odisha on the agreed terms & conditions.
6. The contractor will provide personnel for the work relating to stenography, Programmer, Consultant, Video Editor, Data Entry Operator, Cameramen, Tele-callers, Pump Operator, Electrician, Mali, Peon, Driver, and Plumber etc. The number of workmen and the type of work may vary as per the requirement of the Corporation.
7. The contractor shall provide duly qualified personnel for various services as mentioned in clause 6.
8. The contractor shall not transfer , assign, pledge or sub-contract its rights and liabilities under this contract to any other contractor without prior written consent of the corporation.
9. The contractor shall furnish the following documents in respect of the personnel engaged by him:-



- a) List of the personnel engaged by the contractor as per the requirement of the corporation with all personal details of the individuals, i.e. date of birth, marital status, address, educational qualification & experience etc.
  - b) Character certificate duly verified/certified by the contractor.
10. The Contractor shall engage the personnel who has attained the age of 18 years.
  11. Monthly wages of the personnel engaged for allied services will be at a rate which in no case shall be less than the Minimum wages as fixed and revise from time to time under the Minimum Wages Act as applicable in the territory of Delhi State.
  12. The contractor shall depute a coordinator, out of the deployed personnel who would be responsible for the immediate interaction with the corporation so that the optimum services of the personnel deployed by the contractor could be availed without any disruption.
  13. The Contractor shall remain liable to any shall indemnify the Corporation in respect of all causes of action, claim, damages, compensation or costs, charges and expenses arising out of accident or injury, sustained or to be sustained by the Corporation or by any workman or other person, whether in the employment of Corporation premises arising out of any act of commission or omission, default or negligence error in judgment on the part of Contractor or the staff and employees of the Contractor.
  14. The contractor shall deposit security deposit of an amount equal to 5% of total estimated annual value of the contract with this department before the start of the contract. The security deposit will 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. In case if the annual value of the contract increases at least by 10% p.a. during the continuance of the contract, the contractor will submit the additional Security deposit to make up for the limit of 5% as above. The Security Deposit shall be interest free.
  15. The contractor shall pay the wages of the personnel by cheque/ bank transfer by 7<sup>th</sup> of each month positively. In the presence of an authorized official of the Principal Employer and shall comply with the statutory regulation relating to EPF, ESI and Bonus etc. the details of payment released by cheque by the Agency to the personnel shall be provided along with bank statements of service personnel to whom cheques have been issued. The same shall have to be duly marked in the bank statements.
  16. In case it is noticed and found at any stage that the statutory regulations relating to EPF, ESI, bonus etc. are not being complied with, then the Corporation shall have the right to deduct and withhold up to 50% of total dues of the Contractor till the time the proper documents showing proof of compliance are not submitted.
  17. 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 10% of monthly contract value shall be levied on the Contractor.
  18. In case the corporation has made any payment to the workmen engaged through contractor 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.
  19. The contractor shall be paid monthly professional charges only as per the rate structure revised and notifications of Government OF ODISHA

20. 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 (if admissible) & ESI, for the employees as engaged for the contract.
  - iii) Service Tax as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Compete Authority will be final in this case. In case it is found that no amount of EPF (admissible) & 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 EPF & ESI as per EPF& ESI Act will be deducted by the Corporation, in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

21. The contractor shall comply with all Acts, by laws and statutory regulations applicable from time to time in the state of Odisha with regard to the performance of work and the Corporation shall have no liability in this regard whatsoever.
22. The personnel employed by the Contractor shall be the employees of the Contractor and the Corporation shall have nothing to do with their employment.
23. 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.
24. The Contractor shall deposit the service tax with concerned authority as applicable.
25. The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by it and in no circumstances it shall allow to forward such grievances to any of the authorities of the Corporation.
26. 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 the Corporation from and against any claims under the aforesaid Act and the Rules.
27. The contractor shall obtain a valid licence under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 and continue to have a valid Licence until the completion of the contract.
28. The Contractor shall be responsible for providing the workmen as per the requirement of the corporation. In case of absence of any workmen, it will be obligatory on part of the contractor to provide replacement for the same.
29. The Contract shall be responsible to provide immediate replacement of any of their staff who is not available for duty and provides such other additional staff as may be required by the Corporation from time to time.
30. The person shall carry out all other duties as are entrusted to them from time to time.
31. The Contractor shall prefer his monthly bill by 3rd of each month after paying the wages to his workmen. The Contractor shall deposit service 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 service tax (as admissible) in evidence of his having made payments to these accounts.

32. In case any staff / employee of the contractor is found in intoxicated condition or drunken state. He shall be removed from duty immediately and suitable replacement (s) shall be provided by the contractor forthwith. Further such a person shall not be deployed with the Corporation thereafter.
33. Since the personnel are the employees of the corporation, the Corporation shall not be responsible for any injury to personnel. No amendment, addition or change hereto shall be effective or binding on either of the parties unless set forth in writing and executed by the representatives of each of the parties.
34. If one or more of the provisions hereto is declared void, invalid illegal or unenforceable the validity and enforceability of the remaining provisions herein contained shall not be effected or impaired in any way. Each party hereto shall, in any such event, execute, in order to give valid, legal effect to any provision which is determined to be void and or invalid and / or illegal, any such document as may reasonably be required to remedy such situation in so far as it may be possible to do.
35. The parties hereto acknowledge that this agreement along with the work order constitutes the entire agreement between the parties and shall supersede all previous agreements, either oral or written, between the parties with respect to the subject matter.
36. 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 of these conditions, or otherwise concerning the performance of the contract, the execution of 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 Sr. Officer(s) nominated by the Competent Authority.
37. 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, Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The value 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.
38. The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings.

IN WITNESS of above both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witness.

Signatures of:

M/s -----	Sr Branch Manager For National Small Industries Corporation Ltd. BO Bhubaneswar Odisha-751010.
Witness (signature & name and address)	Witness (signature & name and address)

**SELF DECLARATION FORM**

Name of the Service Provider: -----

Tender Notice No: -----

Sir,

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debaring actions against us for any default in providing manpower services or in the performance of the contract entrusted to us in any of the State or Central Government or their Undertakings / PSUs.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser at the risk and cost of us, the manpower service provider.

Place-  
Date-

Yours faithfully,

Signature of the bidder  
With seal

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid.)