

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)
Branch Office, Naini, Allahabad
Udyog Nagar, Naini, Allahabad-211009 (UP)**

Tender Document

For

**House Keeping (Mali & Safai Karamchari)
In**

NSIC BRANCH OFFICE/INDUSTRIAL ESTATE, NAINI, Allahabad

**Last date of receipt of tender : 28.08.2019 (Latest by 3.00 PM)
Date of opening of Technical & Price Bid : 28.08.2019 (At 4.00 PM)
(In Conference Hall of B.O.Naini)**

**(R.K.HAJELA)
Sr.Branch Manager**



The National Small Industries Corporation Ltd.

"Branch Office, Naini, Allahabad
Industrial Estate, Udyog Nagar, Naini
Allahabad- 211009

No: NSIC/NAINI/ADMIN/SEC/2019

Dated:

M/s.-----

Sub:- Notice inviting tender for providing House Keeping of Two Safai Karamchari & One Mali at NSIC Branch Office/Industrial Estate, Udyog Nagar, Naini, Allahabad 211009.

Sealed 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.

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 two separate sealed envelopes containing Technical Bid & Price Bid and both envelopes should be sealed in one envelope containing the Performa as per **Schedule 'A'** and self attested copies of the documents as per Clause 3.0 of the tender document and a DD for Rs. 24,000.00 (Rupees Twenty Four thousand only) drawn in the favour of The National Small Industries Corporation Ltd.' payable at Naini, Allahabad.being the Earnest Money Deposit (EMD). The envelopes should be clearly super scribed with the type of Bid "**For providing House Keeping at NSIC Branch Office/Industrial Estate, Naini, Allahabad**". The envelopes must be addressed to:

**Sr.Branch Manager
NSIC Ltd.
Industrial Estate, Udyog Nagar, Naini,
Allahabad-211009**

The tender must reach us at the above address on or before **28.08.2019 up to 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.

This letter shall form part of the "**CONTRACT**" and must be signed and returned along with the tender documents.

Thanking you,

Yours faithfully,

**(R.K.HAJELA)
Sr.Branch Manager
For & on behalf of NSIC**

Signature of the Contractor

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
 Industrial Estate, Udyog Nagar, Naini,
 Allahabad –211009.

Ref. NSIC/NAINI/ADMIN/SEC/2017

Dated: -----

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Sr.Branch Manager
ISSUING AUTHORITY

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) having Corporate office at Okhla Industrial Estate, New Delhi . 110020 and its one of Branch at NSIC Ltd., Industrial Estate, Udyog Nagar, Naini, Allahabad 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 terms and conditions & agreement.
- 1.3 "Contractor" shall mean the individual or firm or company and shall include the legal representative of such individual or the persons composing such firm or company or the permitted assignee of such individual or firm or the Company.
- 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 "Competent Authority." as the case may be, who shall supervise and be in-charge of such works.
- 1.6 "Agency" shall mean an agency which is registered with all statutory Departments and follow the State Wages and to submit tenders in NSIC.

2.0 INSTRUCTIONS TO TENDERERS:-

- 2.1 The agencies for participation in NSIC shall be eligible for submission of tender.
- 2.2 The personnel for services will be required to work at following places:-
NSIC Industrial Estate/Branch Office, Industrial Estate, Udyog Nagar, Naini, Allahabad.
- 2.3 The personnel for services will include the following:-
Mali & Safai Karamchari
- 2.4 At present 2 **(Two) Nos Safai Karamchari & One No. of Mali.** The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- 2.5 The tenders shall be accompanied with a DD for **Rs. 24,000.00** (Rupees Twenty Four thousand only) drawn in the favour of NSIC Ltd., Naini, Allahabad being the earnest money deposit and self-attested copies of all the documents as mentioned under clause 3.0. EMD will be refunded after receipt of Security deposit.
- 2.6 The successful tenderer shall deposit security deposit of an amount equal to **5% of total estimated annual value** of the contract with this Corporation. The security deposit will be in the form of Bank Guarantee from any Nationalized Bank which shall remain valid for a period of one year from the date of completion of all contractual obligations. In case the contract period is extended further, the validity of performance security shall also be extended by the contractor accordingly. The earnest money shall be interest free.
- 2.7 **Date of issue of DD should not be before the date of publishing of tender notice.** Tenders received without EMD or relevant documents for meeting eligibility requirements shall be rejected. Price bids of those bidders, whose bids meet the eligibility criteria as per clause No. 3 will only be opened. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

- 2.8 EMD of the successful bidder shall be returned on receipt of performance security and after signing the agreement.
- 2.9 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 2.10 If the successful bidder refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame specified by the Corporation, the bid would be liable to be rejected and the bid security shall be forfeited.
- 2.11 The tenders shall be valid for a period of 60 days from the date of its opening.
- 2.12 The Corporation is not bound to accept the lowest or any bid and may at any time terminate the tendering process.
- 2.13 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 whatsoever shall be entertained regarding the ignorance about the site conditions on later date.
- 2.14 Interested parties are requested to quote their **most competitive rates** (as per the format specified) in **Schedule 'A'**.
- 2.15 GST shall be mentioned separately.
- 2.16 Conditional tenders will be rejected outrightly.
- 2.17 The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and shall claim their remuneration from the contractor. NSIC will not be liable for anything on their part.
- 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 The 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 appropriate 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.
- 2.25 The contractor will provide to its staff complete uniform and other accessories etc.
- 2.26 However, bidders registered as Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by department of Micro, Small and Medium Enterprises or registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from the payment of cost of tender and earnest money deposit on submission

of the proof of the same along with their technical bid. Such bidders should submit a self-attested copy of valid registration certificate along with the technical bid (Envelope-I) in order to be considered for exemption from depositing tender cost and earnest money deposit.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

Tenders shall be submitted in two separate sealed envelopes Super scribing as following and both envelopes should be sealed in one Envelope: -

ENVELOPE – I	(TECHNICAL BID)
Name of work	:
Tender no.	:
Due date & time of opening	:
Addressed to	: Sr.Branch Manager, NSIC-Industrial Estate, Udyog Nagar, Naini, Allahabad-211009

From:

Name & address of the tenderer

This envelope shall contain the following: -

Tender documents duly signed and sealed at the places provided. EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'The National Small Industries Corporation Ltd.' payable at Naini, Allahabad. Cheque will not be accepted.

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

- a. Copy of ownership registration certificate of the tenderer(supporting documents as applicable in terms of Proprietor, or registered partnership Deed (Partnership Firm) or Memorandum and Article of Association(Ltd./Pvt.Ltd. Firm).
- b. Copy of the Registration with ESI Department alongwith paid challan with last three months.
- c. Copy of PAN Number in the name of registered owner or firm.
- d. Copy of Registration with GST Department.
- e. Copy of Registration with EPF Department alongwith ECR copy of last three months.
- f. Copy of Shops and Establishment issued By labour department.
- g. Certificate of Minimum last two years past working experience in Government Departments(Central/State/PSU).
- h. Annual Turnover of minimum Rs.100.00 lacs for last two years.
- i. Certificate/Declaration/Undertaking that the firm is not blacklisted/barred by any Govt. Departments.
- j. Copy of ISO certificate will be preferable.

- k. Valid Private Security Agency License issued by DGP UP Police of the Firm as applicable.
- l. Signed all copies of Terms & Conditions.
- m. EMD of Rs.24,000.00 (Rupees Twenty Four Thousand Only) through DD ONLY. DD should not be issued before the date of advertisement of tender.

ENVELOPE – II**(PRICE BID)**

Name of work :
 Tender no. :
 Due date & time of opening :

Addressed to : Sr.Branch Manager,
 NSIC-Industrial Estate, Udyog Nagar,
 Naini, Allahabad-211009

From: Name & address of the tenderer

NOTE: This part shall contain the tender document, total price (per head/per month) to be charged by the tenderers for providing the personnel's, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever and the conditional offers will be rejected. The rates should must be on monthly charges per head otherwise the offers will be rejected.

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. GST Act
- k. Income Tax Act

The 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 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 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. He shall also indemnify NSIC from and against any claims under the aforesaid Act and the Rules.
- 4.4 The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- 4.5 The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- 4.6 **The contractor will deposit the GST 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** 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 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 licence under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid Licence until the completion of the contract.

5.0 DEFAULT CLAUSE:-

- 5.1 The contractor is responsible for deputing the guards / supervisors 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.
- 5.2 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 5% of monthly contract value shall be levied on the contractor.

6.0 PAYMENT TERMS:-

- 6.1 The Contractor shall prefer his monthly bill. 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.
- 6.2 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.
- 6.3 In case the amount to be released to personnel is not as per wage bill to be prepared as per State Wages guidelines or contractor is not able to provide undisputed documentary proof in respect of following:-
- i) Release of payment as per State Wages guidelines.
 - ii) Deduction and (timely) deposit of monthly EPF & ESI contributions with the concerned authorities for the employees as engaged by the contractor.
 - 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 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 EPF & ESI as per EPF Act & ESI Act (along with penalty raised by concerned authorities) will be deducted by NSIC Ltd. in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

7.0 DURATION OF CONTRACT:-

- 7.1 The duration of this contract shall be 12 (twelve) months from the date of award of the work as is to be mentioned in the work order to be placed on the successful party. However the duration can be extended further for a period of up to 12 (Twelve) months subject to the decision of approval of Competent Authority and based upon satisfactory completion of the existing contract, on the terms and conditions deemed fit by the corporation.
- 7.2 In case it is found that the Contractor is not complying with the provisions of State Wages, EPF Act, ESI Act and or any other statutory provisions as mentioned in clause 4.1 of this tender the contract is liable to be terminated at a notice of 60 days.
- 7.3 Either of the parties shall have the right terminate the contract by giving a written notice for 60 days in advance during its validity.

8.0 ACCEPTANCE / REJECTION OF TENDER

- 8.1 Corporation does not bind itself to accept the lowest tender.
- 8.2 Corporation also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- 8.3 Corporation also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

9.0 ARBITRATION:-

- 9.1 If any dispute arises between the parties, relating to any aspect of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.
- 9.2 In the event of amicable settlement not being reached, the matter will be referred for arbitration by a Sole Arbitrator who does not fall under any category specified in the seventh schedule of the Arbitration and Conciliation (Amendment) Act, 2015. The said Sole Arbitrator shall be appointed by the Chairman-cum-Managing Director of the Corporation. The Arbitration will be conducted in accordance with the Arbitration and Conciliation (Amendment) Act, 2015. The decision of the Arbitrator shall be final and binding on both the parties.
- 9.3 The venue or arbitration shall be Prayagraj (Allahabad).
- 9.4 The arbitrator shall give reasoned award.
- 9.5 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- 9.6 Cost of arbitration shall be equally shared between the Infrastructure Provider and NSIC.
- 9.7 The Indian laws shall govern this contract for the time being in force. The courts at Prayagraj (Allahabad) only shall have the jurisdiction.

Sr.Branch Manager
ISSUING AUTHORITY

**Signatures of the authorized signatory
of the Tenderer with seal**

SCHEDULE 'A'**PRICE BID****(Amount in Rs. per person per head & per month)**

Sl. No.	Details of Pay	Safai-karamchari	Mali
a	Basic with VDA (As per latest notification)		
b	ESI @ of Basic +VDA		
c	EPF @ % of Basic +VDA		
d	EDLI @ of Basic +VDA		
e	Administrative Charges (EPF & EDLI) @ of Basic +VDA		
f	Sub-Total(a to e)		
g	Service Charge/Agency charge @ % of S. No. f		
h	Total (f+g)		
i	GST @ %		
j	Grand Total (h+i)		
	Total per month/per person		

For M/s _____

(_____)

**Authorized Signatory
With Seal.**Date :
Place :Name :
Designation: