



THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED

(A Govt. of India Enterprise)
D. No. 59A-8/8-6B/1, 3rd Floor, Main Road,
Gurunanak Colony, Vijayawada-520008
Phone No.0866-2541055, Fax: 0866-2545055

Tender No: 01/2019-20

Ref: NSIC/BO/VJA/CL/2019-20

Submission Last Date: 17.02.2020/14:00hrs

M/s. -----

Sub: Providing manpower services at NSIC, Vijayawada

Sir/ Madam,

Terms and conditions in respect of the above mentioned tender are enclosed here with. ***Please note that the single stage, two envelope sealed offer is to be delivered in the office of the Branch Manager, NSIC Ltd., D No.59A-8/8-6B/1, 3rd Floor, Main Road, Gurunanak Colony, Vijayawada, 520008 up to 14.00 hrs. on 17.02.2020.*** Offer from all the parties received by due date of the tender will be opened (techno-commercial only) at 03.00 P.M. on ***17.02.2020*** and financial-part on 20-02-2020, both in the presence of present Tenderers.

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

Yours faithfully,

Encl: A/a

(R J S V Rama Rao)
Branch Manager
NSIC Ltd., Vijayawada

Signature of the Contractor



TENDER FOR PROVIDING MANPOWER ON CONTRACTUAL BASIS

The Branch Manager

NSIC Limited.,
D.No. 59A-8/8-6B/1,
3rd Floor, Main Road, Gurunanak Colony,
Vijayawada – 520008

Sir,

Sub: Tender for offering manpower on Outsourcing basis at NSIC, B.O Vijayawada.

This offer is with reference to the advertisement released in the press and also put up in the Tenders section of National Small Industries Corporation Limited (NSIC) website www.nsic.co.in and central procurement website www.eprocure.gov.in for engaging manpower for providing manpower services on contractual basis at NSIC Vijayawada.

DETAILS OF THE FIRM PROVIDING MANPOWER ON CONTRACTUAL BASIS

Sl.No	Particulars	Details
1	DETAILS OF SERVICE PROVIDER	
1.1	Name	
1.2	Address & Phone No: FAX No. & E-mail address:	
1.3	Details of Registration of vendor/firm. (Whether Proprietary /Partnership/Pvt. Ltd. / Public Ltd./PSU/ Individual etc.):	
1.4	In case of a Company provide details of Incorporation of Company and Commencement of Business.	Incorporation Date: Ref: Commencement Date: Ref:
1.5	Permanent Account Number (PAN) & TAN:	
1.6	Valid GST no.: PF Registration No. : ESI Registration No.:	
1.7	Name & Designation of the contact person to whom all References shall be made regarding this Tender	
1.8	Service Charge for providing manpower services 1. 2.	

I hereby confirm that, all the terms and conditions specified with respect to this tender are read and accepted by me. I further confirm that all the required details have been furnished and if this tender



form is incomplete in any respect on my part then the same is liable to be summarily rejected by NSIC.

I am aware that NSIC is not bound to accept the tender and will not be required to give any reason whatsoever for rejecting this tender.

I further certify that I am an authorized signatory of my company and I am, therefore, competent to submit the details towards this tender.

Yours faithfully,

(Signature of the Tenderer)

Printed Name

Designation

Seal

Date:

Business Address:



Price Bid

Tender No: 01/2019-20

PLACE - VIJAYAWADA

Tender Inviting Authority: The National Small Industries Corporation Ltd, Branch Office, Vijayawada

Sub: Tender for offering manpower services on outsourcing basis at NSIC, Branch Office, Vijayawada.

Bidder Name:

Sl. No.	Particulars	Educational Qualification	Experience	Remuneration (*) TOTAL
1	Junior Assistant (Business Development & Marketing) (SKILLED MANPOWER)			
2	Office attendant (SEMI- SKILLED)			

* **Remuneration** inclusive of EPF, ESI, Gratuity (if any), Bonus as per Act, GST, and Agency service charge, and any other Charges as applicable (following A.P. Minimum Wages Act. (latest)). Breakup of above charges to be provided separately for information to NSIC.

Date:-

Signature & Seal of the Bidder:-



TERMS AND CONDITIONS

1. Sealed offers are invited in single stage, two envelope method from Manpower providing Agencies for providing manpower as per details provided elsewhere in this tender at The NSIC Limited., Vijayawada, D. No. 59A-8/8-6B/1, 3rd Floor, Main Road, Gurunanak Colony, Vijayawada-520008., **Offer has to be submitted in sealed envelope super scribing "OFFER FOR PROVIDING CONTRACTUAL MANPOWER AT NSIC VIJAYAWADA" on or before 17.02.2020 at 14.00HRS. The sealed covers should be addressed to the Branch Manager, NSIC Ltd., Vijayawada. All the offers received shall be opened on 17.02.2020 (TECHO-COMMERCIAL) at 03.00 PM. AND FINANCIAL BID ON 20-02-2020 AT 15:00HRS, BOTH IN THE PRESENCE OF AVAILABLE TENDERERS.**
2. Tender document may be obtained from NSIC Ltd, D No.59A-8/8-6B/1, 3rd Floor, Main Road, Gurunanak Colony, Vijayawada, 520008 Or downloaded from NSIC tender website or Central procurement portal website and properly filled and submitted along with Demand draft of Rs 100/-+GST@18% against cost of tender form and Rs 40000/- (Rupees Forty Thousand only) as Earnest Money Deposit (EMD).
(Tender form and EMD is exempted for all MSME's and NSIC registered units, however proof in respect of it is required to be submitted for exemption).
3. Bids with Zero (NIL) Service Charges will not be considered.
4. Offer received after due date of submission shall not be considered for opening and the same shall be summarily rejected by NSIC.
5. NSIC does not bind itself to accept the lowest offer and reserves the right to accept any or reject all the offers received without assigning any reasons thereof.
6. Party has to comply with all the governing Labour laws/ Licenses and other requirements etc. for providing skilled and semi-skilled persons and any violation or non-adherence of the same shall be sole responsibility of the Tenderer.
7. **Qualifying Requirements:**
 - a) The Bidder should have ISO Certification and copy of same is to be submitted.
 - b) Bidder should have supplied manpower to any State/Central/PSUs, etc and three order copy shall be submitted in proof of same.
8. If The Bidder has any specific reservation, copy of the same to be enclosed.
9. Successful Tenderer selected for providing manpower services has to execute an agreement with NSIC, separately on requisite value of Non-judicial stamp paper (to be brought by Tenderer).
10. Party has to enclose necessary documents wherever required in support of the rates quoted by them for following Minimum wages act, of state, etc.
11. The successful Tenderer will supply Identity Cards to each manpower provided by them, who shall wear the same while at office of NSIC Vijayawada.
12. The Tenderer shall also ensure that no personnel below the age of 18 years is employed by him for the purpose of NSIC. Similarly, the maximum age of the personnel deployed to NSIC should not exceed 50 years of age.



13. The successful Tenderer shall indemnify the NSIC Corporation against all acts of omission, fault and breaches done by the personnels provided by Tenderer during the contract period, at his own cost.
14. The successful Tenderer shall abide by all the provisions of Employees Provident Fund, ESI contributions and shall ensure that contribution towards above is made from very first day of employment of manpower deployed by him for the NSIC and shall not pay to his engaged personnels less than the existing rate of Minimum Wages as per provisions of Minimum Wages Act, 1948 and the NSIC corporation shall have no liability in this regard whatsoever. If at any time it is observed and proved that the payments to engaged staff is done less than the minimum wages act of state, the amount shall be directly paid to engaged personnels and the same shall be recovered from the pending bills due to the successful Tenderer.
15. The successful Tenderer shall ensure that all the grievances and complaints of his engaged manpower are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the NSIC Corporation.
16. All the engaged manpower employed by the successful Tenderer shall be considered as employees of the successful Tenderer and they shall not make any claim in respect of employment and or other service benefits from the NSIC corporation in any manner either outside the court or in the court of law.
17. The manpower deployed by the successful Tenderer in the office of NSIC Vijayawada are to work from 9:30AM to 6:30 PM from Monday to Saturday (considering one hour lunch in between).
18. The successful Tenderer shall issue instructions to his engaged manpower and shall be duly intimating the NSIC office also. The successful Tenderer shall ensure that manpower 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. For any mis-happening as above, brought to the notice of successful Tenderer, the said manpower shall be replaced within 48 hours.
19. The successful Tenderer shall prefer monthly payment for which he will prepare his monthly bill which shall be on the basis of Minimum Wages computed for his engaged manpower, separately for NSIC - Vijayawada indicating EPF and ESI contribution paid for the engaged manpower working in the corporation alongwith the service charges of the successful Tenderer. All the bills so prepared shall invariably be supported by the proof of payment wages (preferably electronic means) and receipts of ESI & PF in evidence of his having made payments to these accounts so that the payment will be made to the successful Tenderer by the NSIC corporation on or before 10th of every month (provided all the supporting documents are timely submitted to NSIC).
20. The duration of this contract shall be initially for Eleven months which will start from the 1st day of subsequent month, after issue of acceptance letter by NSIC or as mentioned in the acceptance letter. The contract may be extended for further period of one year, based upon the satisfactory performance of the manpower provided by successful Tenderer and at same terms and conditions alongwith service charges. However, discretion of the NSIC in this regard shall be final.



21. In case it is found that Tenderer is not complying with the provisions of minimum wages Act, Provident Fund Act and or any other statutory provisions as mentioned in the Terms & Conditions of this Tender, it is liable to be terminated at any time without giving any time and without giving any advance notice to THE TENDERER to this effect.
22. NSIC reserves the right to terminate this contract by giving one month notice in case the party is not performing satisfactorily are not complying with the terms and conditions of the agreement and is also liable for the losses to the corporation, if any. In case, successful Tenderer desires to terminate the agreement, they can also do so by giving one month prior notice.
However, they have to continue the services till the alternative arrangement is made by NSIC, on the same rates and terms & conditions of the agreement.
23. In case, it is felt by the Incharge of the NSIC Ltd, Vijayawada, or any other authorized officer of the NSIC Corporation that any engaged manpower as provided by successful Tenderer is not suitable for carrying out the work in the office then the indicated personnels shall be replaced within 48hours by the successful Tenderer.
24. Payment of the Bill to the successful Tenderer for this service shall be made by the Corporation generally on or before 7th of the following month on production of Bills and after deduction of TDS. The monthly details of personnel Employed showing PF, ESI, etc. deducted must also be submitted by the tenderer timely for processing.
25. The Agency shall comply with all applicable Acts, laws, by-laws and statutory regulations applicable from time to time in the state and in Hyderabad with regard to the outsourcing manpower and Corporation shall have no liability in this regard, whatsoever.
26. **ARBITRATION:** If any dispute or difference arises between the parties under or in relation to this agreement, the same shall be referred to the sole arbitration of the Chairman cum Managing Director of the Corporation or his Authorised representative and the decision of the Chairman cum Managing Director or his Authorised representative for this purpose shall be final and binding upon both the parties, the venue of the arbitration shall be Vijayawada in the premises of NSIC, Vijayawada and the arbitration proceedings must be in English.
27. The Tenderer should quote the rates as per Andhra Pradesh Minimum Wages Act 1948, Latest G.O No. 151 Dt.08.08.2016 OR Latest G.O if any, from Govt. of A.P (attach G.O Copy).
28. The duration of this contract shall be 11 (Eleven) 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 one year, based upon satisfactory performance and completion of this contract, on the same terms and conditions.
29. Financial-Bids shall be opened only when the Technical Bid is found to be technically qualifying, meeting all conditions with relevant documents from Tenderer.
30. **LEGAL OBLIGATIONS:** - All personnel employed by successful Tenderer shall be engaged by him as his own employees in all respect, 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



Tenderer. The successful Tenderer 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) Goods and Services Tax Act
- k) Income Tax Act

31. The submitted Tender shall have validity period of 30 days.
32. As this is a service contract, no mobilization advance is applicable.
33. The NSIC coordinator or NSIC Engineer-in-charge for this contract shall be Branch Manager, NSIC Vijayawada.
34. All the Tenderers are advised to keep a check on NSIC tender website or central procurement website for any amendment or clarification issued for the subject tender, as it shall not be published in newspapers. The Tenderers can seek clarification through speed post (on address given) or through email on: bovijayawada@nsic.co.in
35. In case of exigency, Tenderer confirms and agrees for working for an extended period of three months after expiry of this contract at same terms and conditions, so that NSIC can make necessary arrangement for continuation of services.
36. The personnels provided by successful Tenderer shall keep all human and material safety aspect in mind while being at work in NSIC Vijayawada.

(Branch Manager)
Branch office
NSIC, Vijayawada

Signature and seal of party