

NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

SOFTWARE TECHNOLOGY BUSINESS PARK

Sector B-24, Guindy Industrial Estate
Ekkaduthangal, Chennai 600 032.

Tender Document
(Under limited Tender enquiry)

For

SECURITY SERVICES
in

NSIC SOFTWARE TECHNOLOGY BUSINESS PARK
at

Sector B-24, Guindy Industrial Estate,
Ekkaduthangal, Chennai 600032

Web-link for downloading tender document:

NSIC web site: <https://www.nsic.co.in/tender/Current-Tenders>

And

CPP Portal: <https://eprocure.gov.in/epublish/app>

Date of Publish of Tender	:	18.05.2023
Pre-Bid Meet	:	26.05.2023 at 3:00 PM
Last date of receipt of tender	:	07.06.2023 (Latest by 3.00 PM)
Date of opening of Price Bid	:	07.06.2023 at 4.00 PM

Deputy General Manager (STBP)

Signatures of the authorized signatory
of the Tenderer with seal



NSIC SOFTWARE TECHNOLOGY BUSINESS PARK
Sector B-24, Guindy Indl. Estate,
Ekkaduthangal, Chennai - 600032

No: NSIC/STP(C)/Security/2023-24

Dt.: 18.05.2023

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Dy. General Manager
For & on behalf
of NSIC-STBP

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NSIC SOFTWARE TECHNOLOGY BUSINESS PARK
Sector B-24, Guindy Indl. Estate,
Ekkaduthangal, Chennai - 600032

No: NSIC/STP(C)/Security/2023-24

Dt.: 18.05.2023

M/s. _____

Sub: Notice inviting tender for providing Security Services at NSIC Software technology Business Park at Ekkaduthangal, Chennai

On behalf of "Chairman Cum Managing Director", NSIC Ltd sealed Bids are invited from the agencies sponsored by DGR 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.

It is required by terms of the tender that strict compliance of statutory obligations i.e. Registration of ownership, EPF, ESI, GST, Income Tax and DGR etc. and adherence to the provisions of various Laws/ Acts as applicable from time to time, shall be made by the Service Provider.

The Bid should be in sealed envelopes containing Price Bid in the Performa as per Schedule 'A' and self-attested copies of the documents as per Clause 3.0 of the tender document. The successful tenderer shall deposit Performance Security of an amount equal to 3% of total annual value of the contract with this Corporation. The performance security deposit will be in the form of Bank Guarantee from any Nationalized/Reputed Bank which shall remain valid for a period of 120 (one hundred twenty) days beyond the date of completion of all contractual obligations. The Bid should be submitted in a sealed envelope superscribed with the words "**For providing Security Services at NSIC Software Technology Business Park, Chennai-600032**"
The envelopes must be addressed to:

THE DY. GENERAL MANAGER (STBP)
NSIC SOFTWARE TECHNOLOGY BUSINESS PARK
Sector B-24, Guindy Indl. Estate
Ekkaduthangal, Chennai - 600032

The Bid must reach us at the above address on or before **07.06.2023 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.

Thanking you

Yours faithfully

Dy. General Manager
For & on behalf of
NSIC-STBP

The terms and conditions for the work order.

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1.0 Definitions:-

- 1.1 “Corporation” shall mean the National Small Industries Corporation Ltd (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi- 110020 and shall include their legal representatives, successors and permitted 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 “Security Agency” shall mean an agency which is registered with DGR and sponsored to submit tenders in NSIC.

2.0 INSTRUCTIONS TO TENDERERS:-

- 2.1 The security agencies nominated by DGR for participation in NSIC shall be eligible for submission of tender.
- 2.2 The personnel for security services will be required to work at following place:

NSIC Software Technology Park, Sector B-24,
Guindy Industrial Estate,
Ekkaduthangal, Chennai 600032
- 2.3 The personnel for security services will include the following:-
 - a. Supervisor
 - b. Unarmed Guards
- 2.4 At present 9 (Nine) Nos Unarmed guards and 2 (Two) Supervisors are required. The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- 2.5 The contractor will ensure compliance of DGR guidelines in maintaining the composition of Ex-service men and civilians.

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- 2.6 The successful tenderer shall deposit Performance Security of an amount equal to 3% of total annual value of the contract with this Corporation. The performance security deposit will be in the form of Bank Guarantee from any Nationalized/ Reputed Bank which shall remain valid for a period of 60 (sixty) days beyond 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 Agency accordingly. The Performance Security Deposit shall be released without any interest after successful completion of all contractual obligations. The performance bank guarantee will be invoked in case of breach of contract by the Contractor.
- 2.7 Tenders received without 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.
- 2.8 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, NSIC reserves the right to reject the bid and initiate the process to debar.
- 2.9 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.10 The corporation is not bound to accept the lowest or any bid and may at any time terminate the tendering process.
- 2.11 The prospective bidders are advised to inspect the premises and assess the scope/quantum of work involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the undersigned during office hours on working days. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.
- 2.12 Interested parties /DGR Sponsored agencies are requested to quote their most competitive rates (as per the format specified) in Schedule 'A'.
- 2.14 Tender with service charges beyond the limits of DGR guidelines shall not be considered.
- 2.15 GST Tax shall be mentioned separately.
- 2.16 In case of tie in the service charges offered by bidders, criterion of seniority shall prevail for consideration of the bid(s).
- 2.17 Conditional tenders will be rejected out rightly.
- 2.18 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.
- 2.19 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.

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- 2.20 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.
- 2.21 The Contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
- 2.22 Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.23 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.24 Successful tenderer will have to execute an agreement in line with the tender terms and conditions on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- 2.25 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.
- 2.26 The contractor will provide to its staff complete uniform and other accessories i.e torch, whistle baton, metal detector etc.
- 2.27 Bidders/ Services Provider should observe the highest standard of ethics and should not indulge in the corrupt, fraudulent, anti-competitive, coercive, obstructive of any prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. If the Bidders/ Service Provider are found in Bid pooling, cartelization or any practice against law on fraud and corruption then NSIC reserves the right to terminate the contract immediately and initiate process to debar the Bidder/ Service Provider.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

The tenderers will submit the self-attested photocopies of the following documents along with Schedule A:-

- a. Ownership registration certificate of the tenderer.
- b. Photo copy of the Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with GST Department.
- e. Registration with EPF Department
- f. Registration certificate with DGR.
- g. PSARA License for the State of operation of the security agency.
- h. Signed copy of terms and conditions of this tender.

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- i. The tender documents can be collected from the office of Dy. General Manager, NSIC Software Technology park, Sector B-24, Guindy industrial estate, Ekkaduthangal, Chennai 600 032 from 18.05.2023 to 07.06.2023 (except Saturday, Sunday and Gazetted holidays) between 10.30 hrs. - 15.30 hrs. against payment of Rs 590/- (Rupees Five Hundred and Ninety only) (Nonrefundable) by way of DD in favour of “National Small industries Corporation Limited- STP” payable at Chennai.
- j. Alternatively tender forms can be downloaded from our website www.nsic.co.in or from www.eprocure.gov.in during the period from 18.05.2023 to 07.06.2023. In case the tender downloaded for submission of offer, the tender fee of Rs 590/- inclusive of GST in the form of DD in favour of “National Small Industries Corporation Limited- STP” payable at Chennai shall be enclosed with technical of the tender while submitting the tender.
- k. The other option is to pay Rs.590/- by RTGS/ NEFT to our bank account as detailed below:

Company Name : “National Small industries Corporation Limited-STP”
Banker : Punjab National Bank
IFSC Code : PUNB0251000
Account No. : 2510002100016268

- l. The bidder is requested to attach the Bank Statement/ RTGS slip in Technical Bid to prove the transfer of payment to the purchaser’s account.

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

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

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workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized for noncompliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the 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 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 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 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.

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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 per day, 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 security personnel is not as per wage bill to be prepared as per DGR Guidelines or contractor is not able to provide undisputed documentary proof in respect of following:-
 - i) Release of payment as per DGR Guidelines.
 - ii) Deduction and timely deposit of EPF & ESI contribution 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 PF & 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 upto 12 (twelve) months subject to the approval of DGR and based upon satisfactory completion of the existing contract, on the terms and conditions deemed fit by the corporation.

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- 7.2 In case it is found that the Contractor is not complying with the provisions of DGR Guidelines, Employees Provident Fund 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 notice for 60 days in advance during its validity.

8.0 ARBITRATION:-

- 8.1 if any dispute or difference arises between Corporation and the unit with regard to the construction, meaning, interpretation or termination of this agreement, recovery of dues and effect of these presents or any part thereof the same shall be referred by either party to the Chairman cum Managing Director or Director (Finance) or Director (P&M) of the Corporation who shall refer the matter for adjudication to the Sole Arbitrator, who can be an employee serving or retired of the Corporation or of other Public Sector Undertaking or law faculty member of Government universities or an advocate or a retired judge or any other person considered to be an expert on the subject. There shall be no objection to the said appointment of the arbitrator. The award of the sole arbitrator so appointed shall be final and binding on the parties to the agreement. The cost and expenses of arbitration shall be borne by the unit.
- 8.2 In case the arbitrator so appointed is transferred, dies, neglects or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman cum Managing Director or Director (Finance) or Director (P&M) to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.
- 8.3 The venue of the Arbitrator shall be at Chennai or at any other place where the Zonal / Branch office / Technical Centre of the Corporation is situated, at the discretion of the Chairman cum Managing Director or Director (Finance) or Director (P&M) and the Court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.
- 8.4 Jurisdiction of Court: The courts at Chennai shall have the exclusive jurisdiction to try matters, if any, arising out of the contract between the parties.

**DEPUTY GENERAL MANAGER
NSIC SOFTWARE TECHNOLOGY BUSINESS PARK
ISSUING AUTHORITY**

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SCHEDULE 'A'

PRICE BID

(Amount in Rs. per head per day)

S. no.	Description	Security Guard (without arms) (in Rs.)	Supervisor (in Rs.)
a	Basic Wages (BW) plus variable Dearness Allowances		
b	Employee state Insurance (ESI)		
c	Employees Provident Fund (EPF)		
d	Employees Deposit linked Insurance		
e	Administrative charges		
f	House Rent Allowance (HRA)		
g	ESI on HRA		
h	Bonus(ref notes)		
l	Uniform outfit allowance		
j	Uniform washing allowance		
k	Total		
l	Relieving charges 1/6 th of total of serial (k)**		
m	Total cost per head		
n	Service charge @ _____% of total cost at s.no. m above		
o	Sum Total (sum of amount at m & n)		
p	GST @ _____%		
	Grand Total (o+p) (in figures)		
	Grand Total (o+p) (in words)		

Rates of allowances will be payable as admissible by law as on date.

Service charges shall be competitive/reasonable and shall not be abnormally low.

Bids with service charges beyond the limit of DGR guidelines shall not be considered.

Bonus is mandatory as per payment of Bonus Act, 1965 (as amended).

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Name:

Designation:

Date:

Place:

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**LIST OF DGR SPONSORED BIDDERS WHO CAN PARTICIPATE IN
THE LIMITED TENDER**

S. No.	CODE/ NAME OF THE AGENCY
1	8442/ M/s Jang Bahadur Singh Security Agency
2	7960/ M/s Ayyalaraju Satyanarayana Rao Security Agency
3	7799/ M/s Rajesh Sharma Security Agency

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