



NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)

"NSIC BHAWAN", Okhla Industrial Estate New Delhi -110 020

**Tender Document
for**

**"Empanelment Of Hotels On Pan India"
for Providing Hospitality Services**

**Starting Date of Sale/ Downloading of
Tender document : 05.06.2023 (Office hours)**

**Pre-Bid meet : 15.06.2023 (at 3.00 PM
in the room of CGM (Admn))**

Last date of receipt of tender : 26.06.2023 (by 3.00 PM)

Date of opening of Technical Bid : 26.06.2023 (at 4.00 PM)

Date of opening of Price Bid : To be communicated later

**(P. Ravi Kumar)
Chief General Manager (Admn.)**



The National Small Industries Corporation Ltd.
(A Government of India Enterprise)
"NSIC Bhawan", Okhla industrial Estate, New Delhi – 110 020

Ref no: - SIC/ADMIN/3/81/2022

Date: - 05.06.2023

Sealed **tenders** are invited by The National Small Industries Corporation Ltd, New Delhi 110020, from Hotels (including 5-Star), for providing **"Hotel services on PAN INDIA"** for NSIC officials on official tours under two Bid system i.e. (i) Technical Bid, and (ii) Price Bid.

1. Tender documents and details of terms & conditions for tenderer may be downloaded from NSIC website <https://www.nsic.co.in/tender/Current-Tenders> or CPP portal <https://eprocure.gov.in/epublish/app>, however in such case, non-refundable tender fee of Rs.1180/- (inclusive of GST) per tender paid digitally in the account of NSIC as per details given below and proof i.e. UTR number, has to be enclosed along with the tender documents to become eligible to submit the same.
2. The sealed tender super-scribed at the top of envelope as "Tender for providing Hotel Services", containing Technical Bid & Price Bid in separate envelopes, should be submitted/ should reach duly signed & stamped the tender document & it's enclosures at the address given below on or before 26.06.2023 at 3:00 p.m.

Chief General Manager (Admn.),
NSIC Bhawan, Okhla Industrial Estate,
New Delhi-110 020

3. All participating Bidders are requested that non-refundable amount of tender fee of Rs. 1180/- (including GST) should be submitted through online mode as per details given below:

Beneficiary : The National Small Industries Corporation Limited
Bank Name : ICICI Bank, 9A, Phelps, Building,
Connaught Place, New Delhi – 110001
Account No. : 0007-0505-4052
IFSC : ICIC0000007

4. The units registered with NSIC's Single Point Registration Scheme/ DIC/ having UDYAM will be exempted from payment of tender cost. However, for SC/ST unit/ firm/ company, tender cost will be exempted.
5. Pre-Bid meeting of the prospective tenderers will be held on 15.06.2023 at 3.00 p.m. in the Room of Chief General Manager (Admn.). All interested tenderers are invited to attend the same.
6. Tenders received after the due date and time shall not be accepted.
7. Technical Bids will be opened on 26.06.2023 at 4.00 p.m. in the presence of constituted committee of NSIC and the representatives of tenderers.
8. Price Bid shall be opened for those tenderers only who technically qualify and also on the basis of the Hotel visit report of the constituted committee. Date and time for opening the Price Bid will be communicated later to the technically qualified tenderers.



9. NSIC reserves the right to accept or reject any or all offers, without assigning any reasons thereof, before award of the contract.
10. The terms and conditions of the tender may be amended before the due date of submission. Bidders are advised to keep track on the website for any corrigendum/addendum issued.

Chief General Manager (Admn.)

Terms and Conditions

1. 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 conditions.
- 1.3 "Hotel" shall mean the hotel, its owner and shall include the legal representatives, successors and permitted assignees.
- 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 Deputy Manager, designated by "Competent Authority" as the case may be, who shall supervise and be in-charge of such works.
- 1.6 "Care Taking Section" shall mean the Administration Division of the Corporation.

2. INSTRUCTIONS FOR BIDDERS:-

- 2.1 The hotels who are having services on PAN INDIA only shall be eligible for submission of tender.
- 2.2 All prospective tenderers shall submit their Bid in two envelopes super scribed as Envelope "A" & Envelope "B" which will be contained inside one big main envelope addressed to Chief General Manager (Administration), NSIC Ltd., Okhla Industrial Estate, New Delhi-110020. The sealed envelope must be submitted/reach on or before 3:00 p.m. on 26.06.2023. **Each envelope shall be super-scribed as detailed below:**

Mail Envelope	Sub-Envelopes inside main envelope	Contents inside sub-envelopes
Tender for Hotel services	Envelope "A" Envelope "B"	Technical Bid, Tender Fee and supporting documents for eligibility/qualifying criteria Financial Bid in prescribed format

- 2.3 The Technical Bids shall be accompanied with proof of online payment paid towards tender fee or proof of exemption for the above mentioned empanelment.

- 2.4 Bidders registered with NSIC's Single Point Registration Scheme/ DIC/ having UDYAM will be exempted from submission of tender fee. However, for SC/ST unit/ firm/ Company or for Start-up companies having valid certificate issued by DPIIT, they are exempted from submission of tender fee.
- 2.5 Tender document along with supporting documents to be enclosed in Bid shall be signed and stamped, on every page, by a person duly authorized to sign on behalf of the Bidder. The written confirmation of authorization (in form of letter on the bidder's letter head) to sign on behalf of the bidder confirming the signature as a person duly authorized to sign should be attached with the Technical bid of the tender.
- 2.6 Price Bids shall be opened for those tenderers only which qualify technically and also on the basis of the report of the constituted committee of officers. Suitable date and time for opening of price Bids shall be communicated to the technically qualified tenderers later on.
- 2.7 The Corporation shall be empaneling the hotels who provide services on PAN INDIA, under each category of 3, 4 & 5 star, subject to the acceptance by shortlisted Bidders to the prices offered by L-1 for providing "**Hotel services**" for NSIC officials on official Tours.
- 2.8 The Hotel should have a conference hall to accommodate at least 50 to 100 persons (with projector, screen & mike facility).
- 2.9 The Hotel should have proper in-house arrangements to provide meals (Vegetarian & non-vegetarian) to the guests.
- 2.10 **Date of issue of online payment for tender fee should not be before the date of publishing of tender notice.** Tenders received without relevant documents as mentioned in clause No. 5 & 6 below for meeting eligibility requirements shall not be considered for opening of Price Bid.
- 2.11 The tenders shall remain valid for a period of 90 days from the date of opening the Technical Bid.
- 2.12 Interested tenderers are requested to quote their **most competitive rates** (as per the format specified in **Schedule "B"**).
- 2.13 The Rates should be quoted for Single & Double sharing basis including breakfast and one major meal (preferably Dinner).
- 2.14 Technical & Price Bids shall have to be submitted in the Format as per Schedule "A" and Schedule "B" respectively.
- 2.15 Conditional Bids or the Bids not accepting the terms and conditions will be rejected.

- 2.16 The selected Bidders shall not assign or sublet this contract or any part of it to any other agency in any form. In the event of doing so, it shall result in termination of empanelment.
- 2.17 Either party shall be entitled to terminate the contract by giving 30 days' notice in writing to the other party without prejudice to other rights and remedies available to it.
- 2.18 The Corporation reserves the right to modify and / or amend any of the above stipulated conditions / criteria depending upon its requirement. The corporation also reserves the right to cancel the tender without assigning any reason thereof.
- 2.19 The empaneled hotel shall be responsible to make hotel booking for the officers of the Corporation on the request of the authorized officer of the Corporation.
- 2.20 The prospective tenderers should have the compliance of all the relevant Laws, Acts and regulations as applicable from time to time.
- 2.21 After opening the Technical Bid, a committee of officers of NSIC shall visit those hotels which qualify technically, to check the location and facilities viz. room sizes, extra table & chair for guest(s), TV, Wifi facility, Intercom, lift, dining area etc. provided by hotel as necessary according to requirement and based on category of hotel.
- 2.22 On the basis of the report of the committee, the hotels will be shortlisted and Price Bids of only shortlisted Bidders shall be opened to identify the lowest rates offered in each category of hotel (3, 4 & 5 star). **All the shortlisted Bidders who agree to provide services at the lowest quoted rates i.e. at the same rates quoted by L-1 in each category of hotel with terms and conditions of the tender may be empaneled with NSIC.** The successful Bidders shall enter into an agreement on non- judicial stamp paper as per format attached herewith.
- 2.23 The Corporation may terminate the contract by giving a notice of 30 days in case of breach of any of the terms in the contract or any one or more clauses or if the proprietor/ company becomes insolvent or fails / neglects to carry out instructions of the corporation.
- 2.24 In case of any clarification required, you may send your queries on email to hoadmin@nsic.co.in within 07 days of Bid publishing date.

3. DURATION OF CONTRACT: -

The duration of this contract shall be 24 (twenty four) months from the date of contract start date as is to be mentioned in the Agreement to be signed by successful tenderer(s). However the duration can be extended further for a period of upto 12 (Twelve) months based upon satisfactory completion of the contract, on the same terms and conditions as defined in this tender/Contract/Agreement.

4. TERMS OF PAYMENT:

- 4.1 The bills to be raised by the Hotel shall clearly mention the billing components (basic tariff, taxes & levies).
- 4.2 The bill should be accompanied with Check in & check-out slips duly signed by the guests.
- 4.3 The bills of the hotel shall be accompanied with a copy of the booking order duly issued by authorized signatory of NSIC.
- 4.4 The Hotel shall submit the bills to Administration. Division of the Corporation by 15th of following month.
- 4.5 There shall not be any advance payment towards booking of rooms.

5. ELIGIBILITY CRITERIA FOR BIDDERS:

In order to become eligible, the Hotels should have the following documents:-

- 5.1 Registration for GST
- 5.2 Income Tax Registration/PAN
- 5.3 Registration under Luxury Tax Dept. of all State Luxury Acts
- 5.4 Registration with Municipal Corporation of jurisdictioned state for Health and Trade License
- 5.5 Registration with Fire Department for Fire License
- 5.6 Registration of PPL (Phonographic Performance License) issued by Govt of India.
- 5.7 License obtained from FSSAI

6. DOCUMENTS TO BE ACCOMPANIED IN THE TECHNICAL BID:

The Technical Bid shall comprise of the following documents:-

- 6.1 Proof of online payment towards tender fee of Rs. 1180/- or proof for exemption.
- 6.2 Authorization Letter to sign this Tender/Contract/Agreement.
- 6.3 Photo Copy of GST Registration certificate in the name of registered owner.
- 6.4 Photo Copy of PAN or Income Tax Certificate in the name of registered owner.
- 6.5 Copy of the certificate of registration from jurisdictioned state where it is functioning under the purview of all state luxury acts.
- 6.6 Copy of PPL (Phonographic Performance License) issued by Govt of India.
- 6.7 Copy of Health / Trade License issued by Municipal Corporation of jurisdictioned state.
- 6.8 Copy of Fire License issued by jurisdictioned state fire Service.
- 6.9 Photocopy of the license obtained from FSSAI
- 6.10 Copy of all tender documents duly signed & stamped by Authorized signatory of Bidder.
- 6.11 Signed and stamped certificate from HRACC i.e. Hotel & Restaurant Approval & Classification Committee issued by Ministry of Tourism, Govt. of India (if applicable)

7. CODE OF ETHICS:

The purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", during the procurement or execution of such contracts. If the Bidders are found in Bid pooling, cartelization or against law on fraud and corruption then their firms may be debarred from participation in all NSIC tenders for three years.

8. DISPUTE RESOLUTION BETWEEN NSIC AND TENDERER

1. AMICABLE SETTLEMENT:

- i. The parties (i.e. NSIC and Tenderer) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the tender, the parties shall endeavour to settle such disputes amicably, if a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the NSIC and tenderer and shall be chaired by the authorized representatives of NSIC. If the Dispute Resolution Committee is not able to resolve the matter within 30 (thirty) days of its formation, the dispute shall then be referred to arbitration.

2. ARBITRATION:

For any dispute or differences arising between the parties with regard to this agreement, which has not been resolved in accordance with the procedure laid down in clause 8 above, the same shall be referred to the Sole Arbitrator appointed by Chairman cum Managing Director of NSIC. Such sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 (As amended up to date). There shall be no objection by the parties for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this Agreement

The venue of the Arbitration shall be at New Delhi

The cost of Arbitration shall be equally shared between the parties Language of Arbitration proceedings shall be English

The Courts in the city of New Delhi shall have exclusive jurisdiction

All Terms & Conditions stipulated in this tender document are accepted here.

Signature of
Authorized Signatory
with stamp



SCHEDULE "A"

TECHNICAL BID

Self-attested copies of following documents have been enclosed in Technical Bid as per tender requirement with signature

1. Proof of online payment for tender fee of Rs. 1180/- or proof for exemption.
2. Authorization Letter to sign this Tender/Contract/Agreement
3. Copy of GST Registration certificate in the name of registered owner.
4. Copy of PAN or Income Tax Certificate in the name of registered owner.
5. Copy of the certificate of registration from jurisdictioned state where it is functioning under the purview of all state luxury acts.
6. Copy of PPL (Phonographic Performance License) issued by Govt of India.
7. Copy of Health / Trade License issued by Municipal Corporation of jurisdictioned state.
8. Copy of Fire License issued by jurisdictioned state fire Service.
9. Copy of the license obtained from FSSAI
10. Signed and stamped certification from HRACC i.e. Hotel & Restaurant Approval & Classification Committee issued by Ministry of Tourism, Govt. of India
11. Copy of all tender documents duly signed & stamped by authorized signatory of Bidder.

Date:

Place:

Signature of
Authorized Signatory of Bidder
(With name and Stamp)

Name of Authorized Signatory

Name of Hotel:

Address:

Email ID: Contact Number:

Star Rating Awarded to Hotel:



Agreement for Hotel Empanelment

This agreement is executed on this day of _____

Between

The National Small Industries Corporation Ltd. (A Govt. of India Enterprise), a company incorporated under the Companies Act 1956 and having its Head Office at Okhla Industrial Estate, New Delhi- 110 020 (hereinafter referred as Corporation) which expression shall include its successors and assigns, of the one part

And

M/s -----, a proprietorship/ partnership/ Pvt. Ltd./ Ltd., having it's registered office at -----, acting through Shri _____, hereinafter referred to as the hotel, which expression shall include his successors, representatives and assignees, of the other part.

Whereas M/s. ----- shall provide hotel services to the officers and guests of The National Small Industries Corporation Ltd. (NSIC) on the advice of Administration Division of NSIC Head Office on the agreed terms and conditions from --

Now it is agreed by and between the parties as under:-

1. The Agreement for providing Hotel Service to the officers and guests of NSIC and shall be effective from ----- to----- have come into force on 1st -

_____ .
2. The Agreement shall be valid from ----- to ----- --.
3. The hotel shall allow the stay of NSIC officers and guests, on the basis of getting the booking order duly issued by authorized signatory of Corporation i.e. DGM (Admn.)/ Manager (Admn.).
4. The hotel will provide and maintain the quality of stay (room should be neat & clean) and meal arrangements.
5. The Hotel should have proper in-house arrangements to provide meals to the guests.
6. The hotel will provide the hotel services for the entire period i.e. till validity of agreement as mentioned at serial no.1 above on the following rates:-
 - Single occupancy ----- : Rs /- per day
 - Double occupancy ----- : Rs /- per day

7. The above charges will include breakfast & one major meal preferably dinner (Veg and Non-veg) and other facilities such as, in room tea/coffee maker, 02 packaged drinking water bottles. There shall not be any advance payment towards booking of rooms. Taxes as admissible shall be extra.
8. The Bills shall be submitted by the Hotel on monthly basis. The bills raised by the Hotel shall clearly mention the billing components (basic tariff, taxes & levies) and shall be accompanied with a copy of the booking order duly issued by authorized signatory of Corporation at time of payment. There shall not be any advance payment towards booking of rooms.
9. The authorized signatory for placing the order will be DGM (Admin.) or Manager (Admin.) as the case may be.
10. No sub-contracting by the hotel shall be allowed for providing the Services as prescribed vide this agreement. In the event of doing so it shall result in termination of empanelment.
11. The Hotel shall comply with all Acts, bye laws and statutory regulations applicable from time to time in the Govt. of NCT with regard to performance of work and the Corporation shall have no liability in this regard. During the period of the validity of the contract the hotel should have validity of the legal documents as mentioned in the tender document i.e :
 - Registration for Goods & Service Tax
 - Income Tax Registration i.e. PAN
 - Registration with Municipal Corporation/ Issued by concerned authorities i.e. Municipal Corporation of jurisdictioned state for Health/Trade License
 - Registration of PPL (Phonographic Performance License) issued by Govt of India.
 - Registration with Fire Department for Fire License.
 - FSSAI License.
12. Either party to the agreement shall be entitled to terminate the agreement by giving 30 days' notice in writing to the other party without prejudice to other rights & remedies available to it or if the proprietor/Partner/Director of the hotel becomes insolvent or fails/ neglect to carry out the instructions of the Corporation. However, Corporation may terminate the present agreement without assigning any reason whatsoever.
13. The Hotel agrees to the deduction on account of statutory obligations as per Government notifications & rules.
14. In case, if, it is noticed and found at any stage that the statutory regulations as mentioned in the tender document are not being complied with, then the Corporation shall have the right to terminate the contract without giving any notice.

The parties hereto acknowledge that this agreement constitutes the entire agreement between and the tender document and its annexures are also part and parcel of this agreement.

15. In case, if, it is noticed and found at any stage that a complaint has been raised by the guest (s) the quantum of penalty which will be imposed is as under:

- (i) On receiving complaint for 1st time –10% of the bill amount.
- (ii) On receiving complaint for 2nd time – 30% of the bill amount
- (iii) On receiving complaint for 3rd time – 50% of bill amount and terminate the contract.

16. Amicable Settlement:

- i. The parties (i.e. NSIC and Tenderer) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the tender, the parties shall endeavour to settle such disputes amicably, if a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the NSIC and tenderer and shall be chaired by the authorized representatives of NSIC. If the Dispute Resolution Committee is not able to resolve the matter within 30 (thirty) days of its formation, the dispute shall then be referred to arbitration.

Arbitration:

For any dispute or differences arising between the parties with regard to this agreement, which has not been resolved in accordance with the procedure laid down in clause 8 above, the same shall be referred to the Sole Arbitrator appointed by Chairman cum Managing Director of NSIC. Such sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 (As amended up to date). There shall be no objection by the parties for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this Agreement

The venue of the Arbitration shall be at New Delhi

The cost of Arbitration shall be equally shared between the parties Language of Arbitration proceedings shall be English

The Courts in the city of New Delhi shall have exclusive jurisdiction

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 witnesses. Signatures of:



For National Small Industries Corporation Ltd. NSIC Bhawan, Okhla Industrial Estate, New Delhi-110 020	-	M/s ----- Through Sh..... (Authorized Signatory)
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- | | | |
|----|--------------------------------|--------------------------------|
| 1. | Witness | Witness |
| | (Signature & name and address) | (Signature & name and address) |
| 2. | | |
| | (Signature & name and address) | (Signature & name and address) |

Bid

Particulars	Category of Star Rating by HRACC	Rates per day (for single occupancy) (Rs.)	Rates per day (for double occupancy) (Rs.)
Room Tariff	3 star		
	4 star		
	5 star		

Bidder may quote competitive rates for any one or more than one category in the table above.

Particulars	Rates per Day (Rs.)
Conference Room Tariff which includes (2 times tea & buffet lunch with 02 items non-veg. plus Projector & Mike)	

- The room tariff should include the Breakfast & one major meal preferably Dinner.
- The tariffs in the above table should be excluding of GST as applicable.
- GST as applicable shall be paid extra.
- No other charge will be payable.
- Bids shall be evaluated to identify L-1 in each category of hotel (3star, 4 star & 5 star) on the basis of room tariff. All the shortlisted Bidders who agree to provide services at lowest quoted rates in a category with terms and conditions of tender may be empanelled with NSIC.

Date:

Place:

Signature
Authorized Signatory of the Bid
Bidder
(With name and Stamp)