

NSIC

ISO 9001:2008

The National Small Industries Corporation Ltd.

"Technical services Centre, Neemka(Faridabad)-121004

CIN No. U74140DL1955GOI002481

NOTICE INVITING TENDERS

Separate sealed tenders with 120 days validity from the date of opening of tenders are invited by **NSIC- Technical services Centre,Neemka(Faridabad)-121004** from experienced and eligible **Delhi / NCR based agencies** for providing **Casual Peons** under **“Allied Services”** in **NSIC- Technical services Centre,Neemka-121004** under two bid systems Technical Bid as well as Price Bid.

1. Tender documents can be obtained from our office at the address given below from **23.06.2017 to 07.07-2017** on all working days from 10.00AM to 5.00PM (Monday to Friday) by making a payment of Rs.1000/- (non-refundable) in cash / DD in favour of **NSIC Ltd-NTSC A/c payable at New Delhi**. However on 07.07.2016 tender documents can be obtained upto 11.00 AM.
2. Pre-Bid meeting of the prospective bidders will be held in the room of DGM at NSIC Technical Service Centre, Neemka, Faridabad on **30.06.2017 at 4.00PM**. All interested tenderer are invited to attend the same.
3. The separate Tenders i.e. Technical Bid and Price Bid, complete in all respect in sealed envelopes must reach this office at the below mentioned address **latest by 3.00PM on 07.07.2016**, otherwise it will not be accepted.

**Dy. General Manager
NSIC- Technical services Centre,
Neemka(Faridabad)-121004**

4. Technical Bid will be opened on **07.07.2016 at 4.00PM** in the room of DGM at NSIC Technical service Centre, Neemka, Faridabad-121004 in the presence of the representatives of tenderers.
5. Price Bid will be opened for those tenders only who qualifies technically and suitable date and time will be communicated later on to the technically qualified tenders.
6. The sealed envelopes must be super scribed with **“Tender for providing for Casual Peons under Allied Services”** at NSIC Technical service Centre, Neemka, Faridabad-121004
7. The tender form may be down loaded from website www.nsic.co.in , however in such a case, **Rs.1000/-** per tender has to be deposited in cash or DD drawn on **NSIC Ltd-NTSC A/c** payable at New Delhi to become eligible to submit the same.

Dy. General Manager

THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
"NSIC Technical service Centre"
Neemka,
Faridabad-121004(Haryana)
CIN No. U74140DL1955GOI002481

Tender Document

For

ALLIED SERVICES
AT NSIC, Technical; Services Centre
Tigaon Road, Neemka
Faridabad(Haryana)121004

Date of Publishing of tender	: 23.06.2017 (At 11.00 AM)
Pre-Bid Meet	: 30.06.2017 (At 4.00 PM) (In DGM Room)
Last date of receipt of tender	: 07.07.2016 (Latest by 3.00 PM)
Date of opening of Technical Bid	: 07.07.2016 (At 4.00 PM)
Date of opening of Price Bid	: To be communicated later.

(Rajesh Kumar)
Dy. General Manager

NSIC

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National Small Industries Corporation Ltd.

"NSIC-Technical services Centre", Neemka

Faridabad-121004

CIN No. U74140DL1955GOI002481

No: NSIC/Neemka/Admin/03/2017-18

Dated: 23.06.2017

M/s.-----

**Sub:- Tender for providing Casual Peons under "Allied Services" at NSIC-
Technical services Centre,Neemka-121004 on minimum wage rates of
Haryana**

Sealed tenders from Delhi/NCR based firms/companies are invited under two bids (Technical & Price) for the above mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The nature of agreement, 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 and demand proof towards deposit of ESI and PF contributions to the appropriate authorities and adherence to the provisions of various Laws / Acts as applicable from time to time.

The tender should be in two sealed envelopes separately containing Technical Bid and Price Bid. The envelopes should be clearly super scribed with the type of Bid "**For providing Casual Peons under "Allied Services" at NSIC Technical Services Centre,Neemka,Faridabad-121004" on minimum wage rates of Haryana.**

The envelopes must be addressed to:

Dy. General Manager
**NSIC- Technical services Centre,
Neemka, Faridabad-121004**

The tender must reach us at the above address on or before **07.07.2016 up to 3.00PM** in sealed envelope as above, otherwise it shall not be accepted.

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, depending upon its requirements. NSIC also reserves the right to cancel the tender without assigning any reasons thereof.

Thanking you,

Yours faithfully,

Dy. General Manager
For & on behalf of NSIC

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC Technical services Centre,Neemka
Faridabad-121004.
CIN No. U74140DL1955GOI002481

Ref. NSIC/Neemka/Admin/03/2017-18

Dated: 23.06.2017

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Dy. General 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) NSIC technical services Centre, Neemka (Faridabad), and shall include its 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.
- 1.3 "Contractor" shall mean the individual or firm/company and shall include the legal representative of such individual or the persons comprising such firm/company or the permitted assignee of such individual firm or 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 Chief Manager, designated by the Corporation. as the case may be, who shall supervise and be in-charge of such works.

2.0 INSTRUCTIONS TO INTENDING TENDERERS:-

- 2.1 The firms or companies based in Delhi/ NCR only will be eligible for submission of tender.
- 2.2 The personnel for allied services will be required to work at following places:-
NSIC-Technical services Centre,Neemka(Faridabad)
- 2.3 The allied services will include the following work to be performed by personnel deployed:-
 - a. **The upkeep & maintenance of the entire building premises (Rooms, corridor, Labs lawn etc in the campus).**
 - b. **Lab attendant.**
- 2.4 The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- 2.5 All prospective bidders with minimum three years' experience immediately preceding five years from the current calendar year (specified with satisfactory work remark) in Govt. Departments / PSUs / 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 & price bid addressed to DGM (Administration), NSIC Technical services Centre, Neemka(Faridabad)-121004 on or before 07.07.2016 up to 3.00PM.
- 2.6 The annual turnover of the firm/company should not be less than Rupees Twenty Lacs per annum in at least three out of immediately preceding five years.
- 2.7 The tenders shall be accompanied with a DD/ Pay Order for **Rs. 25,000.00** (Rupees Twenty five thousand only) drawn in the favour of NSIC Ltd.-NTSC A/c payable at New Delhi being the earnest money deposit (exempt for MSEs registered with DIC/NSIC/Udyog Aadhar) for the above mentioned job. EMD will be refunded after receipt of Security deposit.
- 2.8 The successful tenderer shall deposit security deposit of an amount equal to **5% of total estimated annual value** of the contract with the corporation. The security deposit should 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. The earnest money/security deposit shall be interest free.
- 2.9 **Date of issue of DD / PO should not be before the date of publishing of tender notice.** Tenders received without EMD (except MSE registered with DIC/NSIC/Udyog Aadhar) or relevant documents for meeting eligibility requirements will not be considered for opening of price bid. Price bids of those bidders, whose bids meet the eligibility criteria as per clause No. 3 will only be opened. The earnest money deposit (EMD) of the unsuccessful tenderers shall be refunded after the contract has been awarded.
- 2.10 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.11 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 what so ever shall be entertained regarding the ignorance about the site conditions on later date.
- 2.12 Price-Bids shall be opened only when the Technical Bid is found to be technically qualified and supported by other relevant documents.

- 2.13 Interested parties are requested to quote their rates (as per the format specified in **Schedule 'A'**).
- 2.14 **Tender with no or unseasonably low service charge shall not be considered. Reasonable service charge will be calculated by a committee of officers and kept in the sealed envelope which will be opened along with the price bids.**
- 2.15 Service Tax shall be mentioned separately.
- 2.16 Technical & Price Bids shall have to be submitted in the Format as per Schedule 'A' and Schedule 'B' respectively.
- 2.17 Conditional tenders will be rejected out rightly.
- 2.18 The personnel engaged/deployed in providing the requisite services to the NSIC shall be the employees of the contractor and will not claim their remuneration from the Corporation. NSIC shall not be liable for anything on their part.
- 2.19 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.20 The contractor shall be responsible for the discipline and conduct of the personnel engaged/deployed by them and in case the discipline and the quality of work deteriorate, 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 on Non-Judicial Stamp Paper of Rs 100/- before the commencement of work.
- 2.25 Contractor will not ask for any enhancement of approved rates other than increase in minimum wages as per Minimum Wages Act during the period of the contract and it shall be the responsibility of the contractor to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to its employees.
- 2.26 Preference will be given to registered MSEs and they are not required to submit EMD.
- 2.27 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 submitted.
- 2.28 In case of any failure on part of the contractor to deploy/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.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

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

- a. Registration with EPF Department
- b. Photo copy of the Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with Service Tax Department.
- e. Ownership registration certificate.
- f. EMD for Rs. 25,000/- (Rs. Twenty five thousand only) through DD/PO only by the firms/companies. Units registered with DIC/NSIC or having Udyog Aadhar no. will be exempted for payment of EMD. **DD/PO should not be issued before the date of advt. of tender.**
- g. Documents in support of experience of three years (of immediately preceding five years) of allied Services work (**with work satisfactory remark**) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude only along with documentary proof. The detailed statement of experience which includes Name of the Firm, Period (From-----to-----), No. of years and value of the contract etc. may also be placed along with bid.

- h. The proof of Rupees Twenty lacs annual turnover duly certified by a Chartered Accountant or copy of the return submitted with tax authorities.
- i. Signed copy of tender copy as an acceptance of all terms & conditions tender documents.

4.0 LEGAL OBLIGATIONS:-

- 4.1 All personnel employed by contractor shall be engaged by the contractor 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

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 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 thereunder and the Central/ State Rules as modified from time to time are applicable to this Contract. **The contractor shall comply with these and obtain requisite licences from Authorities under the Act** and also take steps for getting the Agreement registered under the Act. 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 it 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 service tax 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 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. Any failure to fulfill this requirement shall attract the

penal provisions of the contract which includes imprisonment for a term which may extend to 3 months or with fine or both for which contractor will be solely responsible.

5.0 PAYMENT TERMS:-

- 5.1 The Contractor shall prefer its monthly bill. The contractor will 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 in evidence of his having made payments to these accounts.
- 5.2 The Contractor shall prefer its bill after paying the wages to its workmen including the cost of material provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF ESI and service tax.
- 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 security 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:-
- i) Release of payment as per Minimum Wages Act.
 - ii) Deduction and deposit of EPF & 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 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 PF 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.

6.0 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 upto 12 (Twelve) months based upon satisfactory completion 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 and or any other statutory provisions as mentioned in point 4.1 of this document the contract is liable to be terminated at any time without giving any advance notice to the Contractor to this effect.
- 6.3 The NSIC shall have the absolute discretion to terminate the contract at any time without any notice or assigning any reason.
- 6.4 In Case the contractor does not intend to continue the work they shall give 90 days advance notice in writing for termination of contract.

7.0 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 existence of the contract or after the termination of the contract, the same shall be referred to the sole arbitrator appointed by the Competent Authority of the corporation.
- 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.

- 7.3 The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and conciliation (Amendment) Act 2015, shall be applicable to such proceedings.

DY. GENERAL MANAGER
ISSUING AUTHORITY

SCHEDULE 'A'

TECHNICAL BID

- 1) Name & Address of the Tenderer:
(with Tel. Nos. and fax no.)
- 2) EMD (DD No., date & Bank) :
- 3) Registration No. in EPF :
- 4) Registration No. in ESI :
- 5) PAN No.(As applicable) :
- 6) Registration No. Service Tax :
- 7) Registration of the
ownership (Form B) :
- 8) Copy of 3 yrs. Experience :
Out of immediately preceding 5 yrs.
(name of Orgn., duration etc)
- 9) Letter of submission of offer or signed copy of terms & conditions,
as per Performa attached with the tender document.

Self attested copies of all the documents relating to sl.3 to 9 should be attached.

For M/s _____

(_____)

Authorized Signatory
With Seal.

Date :
Place :

Name :
Designation:

SCHEDULE 'B'

PRICE BID

Sl. Nos.	Particulars	Wages @ Per person	E.P.F. (As applicable)	E.S.I. (As applicable)	Bonus 8.33%	Amount (in Rs.) (Col.3+4+5+6)	Service Charge	Total Amt.(Rs.)
1	2	3	4	5	6		7	8
1.	Unskilled						-----	
2.	Semi-skilled						-----	
3.	Skilled						-----	
	Service Charge	@.....						
	Service Tax	(As applicable)						

- Unskilled, semiskilled and skilled workers are as per the provisions of latest Minimum Wages Act of Haryana.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :
Place :

Name :
Designation: