

THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
"NSIC BHAWAN"
Okhla Industrial Estate
New Delhi -110 020
CIN No. U74140DL1955GOI002481

TENDER DOCUMENT

FOR

EMPANELMENT OF SERVICE PROVIDERS
FOR HIRING OF MANPOWER
AT VARIOUS NSIC OFFICES LOCATED ALL OVER INDIA

Date of Publishing of tender : 21.02.2017
Last date of receipt of tender : 07.03.2017 (Upto 06.00PM)
Date of opening of Technical Bid : 10.03.2017(At 4.00 PM)
Date of opening of Price Bid : To be communicated by e-mail.

(A.K.Mishra)
Dy. General Manager (HR)

THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE
NEW DELHI –110020.
CIN No. U74140DL1955GOI002481

Ref.SIC/HR/2017

Dated: 21.02.2017

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Dy. General Manager (HR)
ISSUING AUTHORITY

The National Small Industries Corporation Ltd.

"NSIC Bhawan", Okhla industrial Estate

New Delhi – 110 020

CIN No. U74140DL1955GOI002481**NOTICE INVITING TENDERS FOR EMPANELMENT OF SERVICE PROVIDERS FOR HIRING OF MANPOWER AT VARIOUS NSIC OFFICES LOCATED ALL OVER INDIA**

Separate sealed tenders within 15 days from the date of opening of tenders are invited by The National Small Industries Corporation Ltd, New Delhi-110020 from experienced and eligible service providers having their offices in Delhi/NCR for providing “**Skilled Manpower**” at various NSIC offices located all over India under two bid systems **Technical Bid** and **Price Bid** separately.

1. Tender documents can be downloaded from our website i.e. www.nsic.co.in and submitted along-with Tender fees by way of Demand Draft/ Pay Order of Rs 5,000/- (Rs Five Thousand Only) (**non-refundable**) in favor of **The National Small Industries Corporation Ltd., New Delhi. (Tender fees is exempt for MSEs registered with DIC/NSIC for providing manpower)**
2. The separate bids 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 07.03.2017 up to 06.00PM**, otherwise it will not be accepted.

Dy.General Manager (HR)
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110 020
Tel:- 011- 26926275

3. The bidder must submit both the Bids separately in a sealed envelopes and the tender fee by way of Demand Draft/ Pay Order of Rs 5,000/- (Rs Five Thousand Only) (Non refundable) should be submitted in the envelope containing the Technical Bids only else the Technical Bid would not be considered and the Tender Offer (Both Technical & Financial Bid) will be rejected.
4. The sealed envelopes having both the bids (Technical and Price bids separately enveloped) must be super scribed with “**TENDER FOR EMPANELMENT OF SERVICE PROVIDERS FOR HIRING OF MANPOWER AT VARIOUS NSIC OFFICES LOCATED ALL OVER INDIA**”.
5. Technical Bid will be opened on **10.03.2017 at 04.00PM** in the room of DGM (HR.) at NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020 in the presence of the representatives of bidders.
6. Price Bid will be opened for those bidders who qualify technically and communication in respect of date & time will be sent later on to the technically qualified bidders only.

Dy.General Manager (HR)

The National Small Industries Corporation Ltd.

"NSIC Bhawan", Okhla industrial Estate

New Delhi – 110 020

www.nsic.co.in

CIN No. U74140DL1955GOI002481

No: SIC/HR/2017

Dated: 21.02.2017

M/s. -----

Sub: - Tender for empanelment of service providers for hiring of Manpower at various NSIC offices located all over India in a two-bid system

The National Small Industries Corporation Ltd, a Govt. of India enterprise, established in 1955 under the Ministry of Micro, Small and Medium Enterprise, an ISO certified company, which is surging ahead with its mission of promoting, aiding and fostering the growth of Micro, Small and Medium Enterprise in the Country.

NSIC rolls out many initiatives for the benefit of the MSME enterprises; one among them is the National SC/ST Hub, which has experienced tremendous growth in their registration with MSME data bank. Keeping in mind the volume of data which is captured daily, it becomes essential to hire skilled manpower through service providers who are running professionally and providing manpower which is a proactive person with Graduation with computer knowledge and having sales/marketing orientation (Persons with higher qualification may also be preferred).

Accordingly, NSIC is looking for empanelling service providers of repute who are servicing in providing skilled manpower for various administrative and organizational needs.

Thus, in order to engage skilled manpower, service providers will undergo the two-bid system (Technical & Price), being initiated by NSIC wherein closed tenders are invited from bidders having registered offices in Delhi/NCR for the above mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The nature of contract, terms and conditions of the tender are enclosed herewith for your kind perusal and information.

The sealed envelope clearly super scribed with “**EMPANELMENT OF AGENCIES FOR HIRING OF MANPOWER AT VARIOUS NSIC OFFICES LOCATED ALL OVER INDIA**”, having both the envelopes sealed separately as per prescribed format containing Technical Bid (Schedule –A) and Price Bid (Schedule–B). The envelopes must be addressed to:-

Dy. General Manager (HR)
The National Small Industries Corporation Ltd.
NSIC Bhawan, Okhla Industrial Estate
New Delhi-110 020

The tender must reach to the undersigned at the above address on **07.03.17 up to 06:00 PM** in closed envelope as mentioned 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,

(A.K.Mishra)
Dy. General Manager (HR)
For & on behalf of NSIC

Terms and conditions

1.0 Definitions:-

- 1.1 "NSIC" shall mean The National Small Industries Corporation Ltd. (A Govt. of India Enterprise), Okhla Industrial Estate, New Delhi-110020 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 along with agreement executed between the Service provider & NSIC.
- 1.3 "Service Provider" 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 or firm/ Company.
- 1.4 "Skilled Manpower" is one who is capable of working efficiently of exercising considerable independent judgment and of discharging his duties with responsibility. He must be a proactive person with Graduation with computer knowledge and having sales/marketing orientation (Persons with higher qualification may also be preferred).
- 1.5 "Period of Contract" means the duration of Contract which shall be 24 (twenty four) months from the date of agreement
- 1.6 "Competent Authority" means Chairman-cum-Managing Director of NSIC and his successors.

2.0 INSTRUCTIONS TO INTENDING BIDDERS:-

- 2.1 The individual or firms /companies having registered office in Delhi/ NCR only and capable of placing/deputing manpower across the Country will be eligible for submission of tender. The bidder should be in the service of providing manpower for at least 1 financial year.
- 2.2 The personnel for allied services will be required to work at following places:-
 - a. NSIC, Head Office
 - b. Various Branch Offices, Zonal Offices and other Field Offices of NSIC across the country.
(For details of offices refer Corporate website "www.nsic.co.in")
- 2.3 The Service Provider must have proper mechanism for intake, verification of Candidates' character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the Service Provider should not have any adverse Police records/criminal cases against them. The service provider would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to NSIC. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from NSIC.
- 2.4 The number of persons required for engagement will vary from time to time depending upon the requirement of the NSIC across the country.
- 2.5 As the work requirement is to be met out at various locations across the country, the Service Provider should possess the ability to place / depute any persons locally and suiting to the

region where the need is required by NSIC. Therefore, the service provider should have global reach and pan India presence.

- 2.6 The technical bid shall be accompanied with Earnest Money Deposit (EMD) by way of Demand Draft / Pay Order for Rs. 50,000.00 (Rupees fifty thousand only) drawn in the favor of NSIC Ltd., New Delhi (**EMD shall be exempted for MSEs registered with DIC/NSIC for providing manpower**) for the above mentioned job. The EMD will be refunded only to the unsuccessful bidders after empanelling of the service provider whereas EMD for empanelled service provider with NSIC shall be adjusted against the security deposit payable and balance amount of security deposit only shall be paid by the empanelled service provider. The earnest money shall be interest free.
- 2.7 The Service provider with whom NSIC executes the agreement will have to deposit Rs. 1,00,000/- (Rs One lakh only) as security deposit by way of Demand Draft / Pay Order. The security deposit shall be interest free. Also refer 2.6 above for adjustment of EMD against security deposit payable. In case period of contract for empanelment is not extended, the security deposit shall be refunded after the expiry of contract period.
- 2.8 Date of issue of Demand Draft / Pay Order/BG/Stamp paper for BG must not be before the date of publishing of tender notice. Tenders received without EMD (except in case of MSE registered with DIC/NSIC for providing manpower) or relevant documents for meeting eligibility requirements will not be considered for opening of price bid.
- 2.9 The bid shall be valid for a period of 90 days from the date of its opening.
- 2.10 Price-Bids shall be opened only for those bidders whose Technical Bids are found to be technically qualified.
- 2.11 Technical & Price Bids shall have to be submitted in the Format as per **Schedule 'A'** and **Schedule 'B'** respectively.
- 2.12 Conditional tenders will be rejected out rightly.
- 2.13 The personnel engaged/deployed in providing the requisite services to the NSIC shall be the employees of the service provider and will not claim their remuneration from the NSIC. NSIC shall not be liable for anything in this regard.
- 2.14 The service provider shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.15 The Service provider 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 service provider shall have to provide replacement of his personnel.
- 2.16 The service provider 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.
- 2.17 Service provider shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.18 The Service provider shall be responsible to compensate the loss, if any, to NSIC caused due to theft, damage or negligence by his personnel.
- 2.19 Successful bidder(s) will have to execute an agreement on Non-Judicial Stamp Paper of Rs 100/- for the purpose of empanelment and providing manpower at various offices of NSIC.

- 2.20 In case of any failure on part of the Service provider to deploy/provide personnel/ services as enumerated in this tender document within a period of 1 weeks, the penalty of an amount of Rs. 500/- per person shall be levied which may be extended maximum up to 10% of total monthly dues of the service provider.
- 2.21 NSIC reserves the right to ask for break-up of the salary/wages prior to disbursement of bill each month. The bill is to be raised on last working day of each month. No advance payment will be made by The NSIC. The service provider shall first pay monthly dues to the personnel engaged at NSIC and thereafter the dues shall be reimbursed by NSIC based on bill raised along with the requisite documents.
- 2.22 The NSIC reserves right to reject any candidate proposed by the Service provider and in such case alternate person would have to again identify by the Service provider.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

The bidder shall submit following documents in order to qualify for the Technical Bid.

- 3.1 (a) Name & Address of the Bidder (With Tel. Nos. and fax no.)
- (b) Status of the Bidder (Whether Proprietorship/Partnership/Pvt.Ltd./Ltd.Company)
- (c) Corporate Website of the bidder
- 3.2 The tender fees for the said tender is Rs. 5000 /- (Rs Five Thousand Only) by way of demand draft/ pay order. (Bidders registered with NSIC under GP registration scheme or having Udyog Aadhar no. having services of providing manpower will be exempted for payment of Tender Fees) (DD No., date & Bank details to be provided)
- 3.3 EMD for Rs. 50,000/- (Rs. Fifty thousand only) through DD/PO only. (Bidders registered with NSIC under GP registration scheme or having Udyog Aadhar no. having services of providing manpower will be exempted for payment of EMD) (DD/PO No., date & Bank details to be provided)
- 3.4 Registration No. of bidder in Employee Provident Fund Organization
- 3.5 PAN No. of the bidder
- 3.6 Service Tax Registration No. of the bidder
- 3.7 Documents in support of experience: The Service provider will submit copies of the Supply Orders along with copies of bills raised, payment received and proof of TDS on payment received against such bills during the period 01/04/15 to 31/12/16.
- 3.8 The audited annual accounts of the bidder for the last 3 financial year i.e.2013-14, 2014-15 and 2015-16 as proof of minimum annual turnover amounting to Rs 75.00 Crore.
- 3.9 Authorization signatory letter/ Power of Attorney/ Board Resolution from the firm/company in favour of authorized person by whom to sign the documents and to submit the Tender
- 3.10 The bidder should have Pan India presence PI attach list of offices with address / Tel, no, etc. across the country)

NOTE:- Only those Service providers who submit all the above documents (serial number 1 to 10) will qualify for the opening of financial bid.

4.0 EMPANELMENT WITH NSIC:-

- 4.1 The Service provider who qualifies the Technical Bid will be called for opening of the Price Bid and after the opening of the financial bids; other bidders would also have the option to offer the services at L-1 rates and thereby get empanelled with NSIC for providing manpower at various NSIC offices located all over India.
- 4.2 As pre-disclosing the distribution of the quantities(requirement of manpower) in the bid document is not feasible as the capacity of L1 firm may not be known in advance, therefore, the quantities (requirement of manpower) would be spilt in a equitable manner. The quantity being finally ordered would be distributed amongst bidders to be empanelled with NSIC in a manner that is fair, transparent and equitable at a given point of time.

5.0 LEGAL OBLIGATIONS:-

- 5.1 All personnel employed by Service provider shall be engaged by the Service provider 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 Labor Laws/Industrial Laws of the country, shall be that of the service provider. The service provider shall specifically ensure compliance with the prevailing and applicable Laws/Acts and their Enactments/Amendments.

Service provider 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 Service provider shall be sole responsibility of the Service provider. If penalized for non-compliance of any of the legal requirements, the Service provider shall be responsible for the same and deal with at its own level and costs, in no way putting any liability on the NSIC.

- 5.2 Service provider 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.
- 5.3 The Contract Labor (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. The contractor shall comply with these and obtain requisite licenses 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.
- 5.4 The Service provider shall also ensure that no workmen below the age of 18 years are employed by it for the above mentioned jobs.
- 5.5 The Service provider 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 NSIC.
- 5.6 The Service provider will deposit the service tax with concerned authority as applicable and submit the documentary proof of same to the NSIC from time to time.
- 5.7 The Service provider 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 NSIC.
- 5.8 The Service provider shall ensure that the payment of salary/wages to the workmen employed by him shall be made by cheque and also in the presence of the representative of the NSIC.
- 5.9 NSIC shall have the right to check the implementation of labor welfare laws and rules made thereafter.

- 5.10 All the workers employed by Service provider shall be considered as employees of the service provider and they shall not make any claim in respect of employment and or other service benefits from the NSIC 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 service provider and the employees shall be entirely the dispute between them only. The NSIC shall not in any manner be a party to it. The service provider will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
- 5.11 Service provider whose tender is accepted shall obtain a valid license under the Contract Labor (Regulation & Abolition) Act 1970 and the Contract Labor (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License 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.

6.0 PAYMENT TERMS:-

- 6.1 The Service provider shall submit its bill after paying the salary/wages to its personnel for the month. The service provider will deposit service tax with the concerned authority as per rates applicable from time to time. All the bills so prepared and forwarded to NSIC for reimbursement shall invariably be supported by the proof of payment of salary/wages and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts.
- 6.2 It shall be the responsibility of the service provider to pay the salary/wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to its employees.
- 6.3 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, the NSIC shall have the right to deduct and withhold up to 50% of total monthly dues of the service provider till the time the proper documents showing proof of compliance are submitted.
- 6.4 In case, the amount to be released to workers is not as per salary/wage bill or service provider is not able to provide undisputed documentary proof in respect of following:-
- i) Release of payment.
 - 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 deduction has been made by service provider on account of amount of PF & ESI in respect of persons having PF & ESI account number and are engaged by the service provider, 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 along with penalties.

- 6.5 The annual increment of the person engaged shall be 3% of the salary/wage bill (excluding statutory deductions, Service provider charges and taxes)

7.0 DURATION OF CONTRACT:-

- 7.1 The duration of this contract shall be 24 (twenty four) months from the date of agreement as is to be mentioned in the work order to be placed on the successful service provider. However, the duration can be extended further for a period of up to 24 (Twenty four) months based upon satisfactory completion of the contract, at the terms and conditions as deemed fit by the NSIC.

- 7.2 In case, it is found that the service provider is not complying with the prevailing and applicable Laws/Acts and their enactments/Amendments the service provider is liable to be terminated at any time without giving any advance notice to the service provider to this effect and also their Security deposit will be forfeited.
- 7.3 The NSIC shall have the absolute discretion to terminate the contract at any time without any notice or assigning any reason.
- 7.4 In Case the service provider does not intend to continue the work they shall give **90 days'** advance notice in writing for termination of contract.

8.0 ARBITRATION:-

- 8.1 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 CMD, NSIC of the NSIC.
- 8.2 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.
- 8.3 The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and conciliation (Amendment) Act 2015, shall be applicable to such proceedings.
- 8.4 In case of any dispute / appeal /objection arising out of the aforesaid arbitration. The courts at Delhi alone shall have the jurisdiction to try and decide.

**DY.GENERAL MANAGER (HR)
ISSUING AUTHORITY**

TECHNICAL BID
(KINDLY SUBMIT DOCUMENTARY PROOF)

- 1) (a) Name & Address of the Bidder (With Tel. Nos. and fax no.)
(b) Status of the Bidder (Whether Proprietorship/Partnership/Pvt.Ltd./Ltd.Company)
(c) Corporate Website of the bidder
(d) E-mail address of the bidder
- 2) The tender fees for the said tender is Rs. 5000 /- (Rs Five Thousand Only) by way of demand draft/ pay order. (Bidders registered with NSIC under GP registration scheme or having Udyog Aadhar no. having services of providing manpower will be exempted for payment of Tender Fees) (DD No., date & Bank details to be provided)
- 3) EMD for Rs. 50,000/- (Rs. Fifty thousand only) through DD/PO only. (Bidders registered with NSIC under GP registration scheme or having Udyog Aadhar no. having services of providing manpower will be exempted for payment of EMD) (DD/PO No., date & Bank details to be provided)
- 4) Registration No. of bidder in Employee Provident Fund Organization
- 5) PAN No. of the bidder
- 6) Service Tax Registration No. of the bidder
- 7) **Documents in support of experience:** The Service provider will submit copies of the Supply Orders along with copies of bills raised, payment received and proof of TDS on payment received against such bills during the period 01/04/15 to 31/12/16.
- 8) The audited annual accounts of the bidder for the last 3 financial year i.e.2013-14, 2014-15 and 2015-16 as proof of minimum annual turnover amounting to Rs 75.00 Crore.
- 9) Authorization signatory letter/ Power of Attorney/ Board Resolution from the firm/company to sign the documents and to submit the Tender
- 10) The bidder should have Pan India presence please attach list of offices with address / Tel no, etc. across the country)

THE SUBMISSION OF TECHNICAL BID ENTAILS THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TENDER DOCUMENT (Page no. 1 to 12) AND WOULD ABIDE BY THEM IN TRUE HONESTY AND SPIRIT AS PER THE LAW OF THE LAND.

For M/s _____

(_____)
Authorized Signatory
With Seal.

Date:
Place:

Name:
Designation:

PRICE BID

Sl. Nos.	Particulars	Remuneration per month/ Per person (Inclusive of all statutory dues)	Service Charge Of the bidder (per month/person)	Service tax and other taxes as applicable	Total cost (per month/person)
1	2	3	4	5	(3+4+5)
A.	Minimum qualification:- A proactive person with Graduation with computer knowledge and having sales/marketing orientation (Persons with higher qualification may also be preferred)				

Note:-

1. Remuneration must abide the provisions of latest Minimum Wages Act.

All other mandatory compliances are the responsibility of the bidder and NSIC would not be responsible for implementation of the same.

For M/s _____
(_____)
Authorized Signatory
With Seal.

Date:
Place:

Name:
Designation: