



TENDER FOR

Outsourcing Unskilled/Housekeeping & Cleaning/Horticulture Manpower

TENDER NO.:NTSC/OKHLA/ADMN/8 (204)/2017-18

NSIC- Technical Services Centre
(A Govt. of India Enterprise)

Okhla Industrial Estate, Phase – III,
Near Govindpuri Metro Station,
New Delhi-110020

Tel No. 011-26826847, 26826801
Fax: - 011-26826783

Website: www.nsic.co.in
Email: ntscok@nsic.co.in

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NOTICE INVITING TENDER

Subject: -Tender for outsourcing unskilled/Housekeeping/cleaning manpower

NSIC- Technical Services Centre, Okhla Industrial Estate, New Delhi invites sealed tender in two bid system (Technical & Commercial bid in two separate envelopes) for manpower requirement.

The details are summarized below:-

Tender number	Reference number for inviting bids through this tender is NTSC/OKHLA/ADMN/8/(204)/2017-18
Requirement	Outsourcing unskilled/Housekeeping/Cleaning /Horticulture Manpower
Tender Documents Download	Tender documents can be downloaded from 17th June, 2017, From website www.nsic.co.in
Technical Bid	The details for submission of Technical Bid is placed at Annexure-"A"
Commercial Bid	The details for submission of Commercial Bid is placed at Annexure-"B"
Undertaking	The details for submission of Undertaking is placed at Annexure-"C"
Cost of Tender Documents	Rs.500/-
Earnest Money Deposit along with Tender	Rs.15,000/- (Rupees Fifteen thousand only) Registered Bidders will be exempted as detailed in "Instructions to the Tenderers"
Exemption from the payment of EMD and Tender Fee	The exemption for the payment of EMD as well as tender fee will be applicable to the Udyog Aadhar/DIC/NSIC/registered units
Last date of submission of Tender	27th June, 2017 up to 14:00 hours
Date of opening of Technical Bid	27th June, 2017 at 15:00 hours
Address for Tender inquiry, opening of Bids	Chief General Manager, NSIC- Technical Services Centre, Okhla Industrial Estate, Phase-III, Near Govindpuri Metro Station, New Delhi-110020. Telephone no. 011-26826847, 26826801
Chief General Manager Tender Inviting Authority	

INSTRUCTIONS TO THE TENDERER

Instructions to the Tenderer for **Manpower requirement for allied services** are as under:

1. **Tender Documents download:-**

The tender documents can be downloaded from our website www.nsic.co.in/tenders-archive.asp w.e.f. 17th June, 2017 to 27th June, 2017 up to 14:00 hours.

2. **Tender Fee & EMD**

- a) Tender fee of Rs.500/- (Five hundred only) and Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen thousand only) shall be paid by DD/RTGS/NEFT/Digital means on or before 27th June, 2017 upto 14: 00 hours. The detail of bank account is as under:

Name (Favouring)	NSIC Ltd.-NTSC A/c
Bank Address	Punjab National Bank, NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020.
A/c No.	0602002100009880
MICR Code	110024073
IFS Code.	PUNB0060200

In case of transfer of money towards EMD by above means, participating unit name should be clearly reflected in narration and information must be forwarded through E-mail: ntscok@nsic.co.in along with bank details by mentioning EMD towards outsourcing unskilled / Housekeeping/cleaning manpower

- b) The offers without EMD/Tender Fee will be rejected
- c) However, there is exemption of EMD /Tender Fee applicable to the units bearing Udyog Aadhaar number /DIC or registered with National Small Industries Corporation Ltd (NSIC) or the concerned Ministry
- d) To avail exemption of EMD/Tender fee, a photo copy of valid certificate has to be attached with Technical Bid.
- e) Any request by the bidders to consider their EMD furnished by them to NSIC –Technical Services Centre for any other Contract/tender shall not be considered as EMD for this tender.
- f) No interest shall be paid for earnest money deposited by the tenderer.
- g) EMD will be refunded to the unsuccessful bidders after the service order placed on the successful bidder.
- h) In case of successful bidder, the EMD will be refunded subject to completion of documentation for the award.
- i) **The EMD will be forfeited in following cases:-**
- If the successful bidder fails to furnish the acceptance in writing within **3 calendar days** of award of service order.
 - If bidder fails to abide by the Instructions, Terms & Conditions of the award of this Tender.
 - If the bidder withdraws the bid during the period of bid validity specified in the tender.

3. **Acceptation of Tender:**

Any cutting/over writing in the tender must be signed by the person who is signing the tender. The rates and units shall not be overwritten. The financial figures in Commercial Bid shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.

4. **Signed and Sealed:**

Tender shall be duly filled in all respect. All pages of the Tender should be signed by the
Authorized Signatory of Tenderer with Company Seal

5. **Submission of registration documents**

The Tenderer shall submit the copy of PAN, TIN/GST No, EPF, ESIC etc. registration along with the Technical Bid of the Tender document.

6. **Undertaking on Tender:-**

An undertaking should be furnished and submitted along with the Technical Bid by the bidder on the company letter head as per the format enclosed at **Annexure "C"**.

7. **Submission of Tender:-**

a) The Tender shall be placed in a properly sealed bigger envelope addressed to Chief General Manager, NSIC-Technical Services Centre, Okhla Industrial Estate, Phase III, Near Govindpuri Metro Station, New Delhi — 110020 and the said bigger envelope shall contain two separately sealed envelopes containing Technical Bid and Commercial Bid.

The bigger envelope shall be super-scribed as "Tender for Manpower requirement for allied services with its due date. The two sealed envelopes inside the bigger envelope must be super-scribed as:-

Envelope No-1:- The said envelope is for Technical Bid & shall be super-scribed as
"Tender for Outsourcing Unskilled/Housekeeping & Cleaning/Horticulture manpower "TECHNICAL BID".

AND

Envelope No-2:- The said envelope is for Commercial Bid & shall be super scribed as
"Tender for Outsourcing Unskilled/Housekeeping & Cleaning / Horticulture manpower "COMMERCIAL BID".

b) While submitting the Tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the Tender is liable to be rejected.

8. **Opening & Evaluation of Technical Bid:-**

- a) The date of opening of Technical Bid is **27th June, 2017 at 15:00 hours**.
- b) Bidder, whose Technical Bid is qualified as per terms & condition specified in this tender document, will be eligible to consider for opening of Commercial Bid.
- c) The bidder's authorized representative who attends the bid opening shall sign an attendance register as a proof of having attended the opening of bid.

9. Award of Service Order:

- a) The Commercial Bids of the technically qualified Bidders shall be opened by the constituted committee on specified date and time. Thereafter, the committee shall prepare the comparative statement (CST) based total amount of service charges % offered in the commercial bid.
- b) NSIC Technical Service Centre shall award the Supply Order to the eligible bidder whose Commercial Bid has been accepted and determined as the lowest evaluated service charge percentage per person
- c) If more than one bidder happens to quote the same lowest commercial, bidder having comparatively high turnover shall get priority. No representation in this regard shall be entertained for any reason.

10. Special Provision for Micro & Small Enterprises

Micro and Small Enterprises (MSEs) participating in the tender will be given benefit as per Public Procurement Policy, 2012. Further, the MSEs owned by SC/ST entrepreneurs will also given benefits as per Public Procurement Policy 2012. The definition of MSE owned by SC/ST is as given under:

- a) In case of proprietary MSE, Proprietor shall be SC/ST.
- b) In case of partnership MSE, the SC/ST one of the partners should hold at least 51% shares in the unit.
- c) In case of Pvt Ltd companies at least 51% share shall be held by SC/ST promoters.
Document to claim benefits shall be enclosed in Technical Bid.

1. ELIGIBILITY CRITERIA FOR BIDDERS:

The agencies based in Delhi/ NCR only will be eligible for submission of tender. The tenderers will submit the self-attested photocopies of the following documents along with technical bid:-

- a) Registration with EPFO.
 - b) Registration under Contract Labour (Regulation & Abolition) Act 1970
 - c) Registration with ESI Department
 - d) PAN in the name of registered owner
 - e) Registration with Service Tax Department. (TIN)/GST no.
 - f) EMD for Rs 30000/- by way of DD only.
 - g) Units registered with DIC/NSIC or having Udyog Aadhar no will be exempted for payment of EMD. and Tender Fee
 - h) Documents in support of experience in preceding three years of Outsourcing /Housekeeping/Cleaning Manpower in Govt. Departments / PSUs / other reputed national level organizations / reputed institutions. Statement of experience which includes Name of the Firm alongwith contact detail, Period (From-----to-----), Value of the contract & Total no of manpower deployed etc. may also be attached.
 - i) ITR's for the Last 3 years
 - j) Duly signed and stamped copy of all pages of tender documents as an acceptance of all terms and conditions tender documents.
 - k) Authorization letter of signatory/ Power of Attorney/ Board resolution from the company in favour of authorized person to deal with tender and tender proceeding.
2. The services of Outsourcing Housekeeping & Cleaning/Horticulture manpower will be required for services at NSIC- Technical Service Centre, Okhla Industrial Estate, New Delhi-110020.

The services will include the following: -

- a) Housekeeping/Cleaning Manpower/ Supervisor
- b) Horticulture
- c) Plumber,
- d) Carpenter,
- e) Mason etc

TERMS AND CONDITIONS

General Information & Other Terms & Conditions of Outsourcing/Unskilled/Housekeeping/Cleaning Manpower per day per month for a period of two years at NSIC-Technical Services Centre, Okhla Industrial Estate , New Delhi-20 extendable by further another subject to satisfactory performance by the Contractor

Scope of the Work for Unskilled Cleaning /Housekeeping Services. The services are to be provided as under:

- A) Cleaning , Dusting/mopping of all rooms of NSIC-Technical Services Centre, ceilings, furniture, fixtures, electrical items , glass window panes, electrical items etc. The cleaning would be through mechanised instruments which would be the subject property of the service provider.
 - B) Scrubbing and cleaning of all corridors, Drinking Water, Water Areas and galleries including wet and dry mopping of the centre.
 - C) Cleaning and disinfecting of all toilets, bathroom including floor cleaning side walls, cleaning of washbasins etc.
 - D) Collection of sweepings, dustbins collection and garbage from both inside and outside,
 - E) Up keeping of gardens, lawns Seasonal plants to be planted in the lawns.
 - F) Required material for the said purposes will be provided by NSIC-Technical Services Centre, Okhla Industrial Estate , New Delhi-20
-
1. The manpower deployed shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of manpower goes on leave under intimation to this office.
 2. Deployment and changes, if any, of manpower shall be done in consultation with Manager (P&A).
 3. Chief General Manager NSIC-Technical Services Centre Okhla, New Delhi-20 reserves the right to reject any or all quotations in whole or in part assigning reasons therefore. The decision of Chief General Manager shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.
 4. The Contractor shall keep a complaint register with his authorised representative, at the site and it shall be open to verification by the authorized officer of NSIC-Technical Services Centre for the purpose. All complaints should be immediately attended to by the Agency.
 5. The agreement is terminable with one month notice on either side. It may be extended by another period of one year by mutual consent of the parties. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and have claim for any absorption in the regular/otherwise capacity in NSIC-Technical Services Centre, Okhla, New Delhi.

6. The contractor shall not sublet the work without prior written permission of the NSIC-Technical Services Centre, Okhla , New Delhi.
7. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
8. The personnel so provided by the agency under this contract will not be the employees of the and there will be no employer-employee relationship between the NSIC-Technical Services Centre and the persons so engaged by: the contractor in the aforesaid services. They shall be employees of the contractor for all purposes.
9. Reimbursement of bill to the contractor will be made upon submission of pre-receipted bill along with attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF challans for submission of EPF contribution for each month, through RTGS.
10. The contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the NSIC-Technical Services Centre from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Chief General Manager shall be final and binding on the contractor.
11. Income Tax, if any, in respect of deployed individuals will be deducted from the payment due for the work done as per rule by the Contractor. TDS in respect of contractor will be deducted as per rules applicable from time to time.
12. The manpower should not leave their points unless and until the reliever comes. All the registers shall be kept/maintained in the concerned Section.
13. The selected agency shall provide the necessary personnel at the NSIC-Technical Services Centre as per labour laws prevalent in the NCT of Delhi. The agency shall employ reliable persons with good health in the age group of 21 and preferably up to 55 years. In case any of the personnel so provided is not found suitable by the NSIC-Technical Services Centre the NSIC-Technical Services Centre shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
14. Service charges are to be mentioned separately by the tendering firm in the financial bid.
15. The manpower deployed to this office by the Contracting agency will be adjudged for their suitability for this work.

16. Risk Clause: NSIC-Technical Services Centre reserves the right to discontinue the service at any time, if the services are found unsatisfactory, by giving a show-cause notice to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
17. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and NSIC-Technical Services Centre shall in no way be responsible for settlement of such issues whatsoever.
18. The contractor/agency will furnish to the NSIC-Technical Services Centre full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer/police and also ensure that they should have possessed two years' experience in similar field.
19. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the NSIC-Technical Services Centre to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
20. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the NSIC-Technical Services Centre from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the Board.
21. The contractor/agency shall make payment of remuneration/wages to its personnel before 7th of every month by RTGS/ECS directly in the Bank Accounts of the deployed Personnel. After making the payment, the Contractor shall raise the bill to NSIC-Technical Services centre for payment of the settled amount. They will submit to the NSIC-Technical Services Centre a copy of the bank statement showing detail of payment made in the Bank Accounts of the personnel alongwith vouchers duly signed by the workers for each month alongwith copy of challans for submission of EPF and ESI contribution.
22. Any loss, theft or damage to the life and/or property of the employees of the and/or property of the NSIC-Technical Services Centre shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
23. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the NSIC-Technical Services Centre besides annulment of the contract.
24. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

25. NSIC-Technical Services Centre reserves the right to increase or decrease the manpower deployed to the organization.
26. Collection of sweepings, dustbin collections and garbage from both inside and outside premises of the building and placing them at designated places outside Campus, as per MCD guidelines. The cost of this shall be borne by the Contracting Agency, itself.
27. Shifting work in the NSIC-Technical Services Centre shall be done by personnel provided by the contracting agency. No extra remuneration shall be provided by the board for this work.
28. The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
29. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.

LIQUIDATED DAMAGES CLAUSES:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs 500/- will be levied as liquidated damages per day, whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by NSIC-Technical Services and if no action is taken within one hour liquidated damages clause will be invoked.
2. The Firm will not charge placement charges on any other account from the manpower deployed with the NSIC-Technical Services Centre from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
3. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.
4. If the required number of workers/supervisor are less than the minimum required as a penalty of Rs 500/- per worker per day will be deducted from the bill.

Chief General Manager reserves the right to reject any or all tenders in whole or in part assigning reasons therefore. The decision of Chief General Manager NSIC-Technical Services shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

4. LEGAL OBLIGATIONS:-

4.1 All manpower employed by Service provider shall be engaged by him as his own employees in all respect i.e. expressed 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 Service provider. The Service provider 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 Manpower'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

Service provider shall abide by provisions of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the manpower 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 them at its own level and costs, in no way putting any liability on the NSIC-Technical Services Centre

4.2 Service provider shall fully indemnify NSIC-Technical Services Centre 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 Service provider shall comply with these and take steps for getting the Agreement registered under the Act. He shall also indemnify NSIC-Technical Services Centre from and against any claims under the aforesaid Act and the Rules.

4.4 The service provider shall also ensure that no manpower below the age of 18 years are employed by him for the above mentioned jobs.

4.5 The service provider will deposit the tax (service tax etc.) with concerned authority as applicable and submit the documentary proof of same to NSIC-Technical Services Centre.

4.6 The Service provider shall ensure that the payment of wages is made to the manpower employed by him after necessary deductions like TDS, PF, ESI etc. and the requisite documents are provided along with the bills. Further the amount shall be made by cheque/ ECS. Issuance of PF, ESI cards, etc. is the responsibility of the Service provider. No cash payments shall be made to any of the manpower employed through him.

4.7 NSIC-Technical Service Centre shall have the right to check and call documents for the implementation of labour welfare laws and rules.

4.8 All the services 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-Technical Services Centre 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-Technical Services Centre 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. **PAYMENT TERMS:** ·

- 5.1 The service provider will deposit applicable taxes with the concerned authorities as per rates applicable from time to time. All the bills shall invariably be supported by the proof of payment of wages based on attendance and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts. All documents and bills shall bear sign and stamp of firm .Further signature of coordinator appointed to deal with NSIC- Technical Service Centre shall also be provided.
- 5.2 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 NSIC-Technical Services Centre shall have the right to deduct and withhold upto 50% of total monthly dues of the service provider till the time the proper documents showing proof of compliance are submitted

6. **DURATION OF CONTRACT:** ·

- 6.1 The duration of this contract shall be **24 (twenty four) months** from the date of award of the services as is to be mentioned in the services order to be placed on the successful party. However the duration can be extended further on mutual consent and satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the NSIC-Technical Services Centre
- 6.2 In case it is found that the Service provider 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 tender, is liable to be terminated at any time by giving 30 days advance notice to the Service provider.
- 6.3 Service Provider shall have the right of coming out of the contract by giving a notice for 90 days in advance during its validity.
- 6.4 NSIC-Technical Services Centre shall have the absolute discretion to terminate the contract for any reason by giving 30 day notice.

7. **Jurisdiction**

In case of any dispute arising out of this tender clauses the matter shall be subjected to the Jurisdiction of Delhi Court only.

Chief General Manager
ISSUING AUTHORITY

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Company Seal with Signature of Authorized Person

TECHNICAL BID

- 1) Name & Address of the Tenderer :
(with Tel. Nos. and fax no.)

- 2) i) EMD (DD No., date & Bank)
ii) Tender Fee (Detail) :
iii) NSIC/DIC/ Udyog Aadhar No.

- 3) Registration No. with EPF :

- 4) Registration No. with ESI :

- 5) Registration No. with Labour Deptt. :

- 6) PAN :

- 7) Registration No. Service Tax
(TIN)/GST:
No.

- 8) Statement of experience includes Name of the Firm alongwith contact detail, Period (From-----to-----), No. of year's value of the contract & manpower deployed:

- 9) IT return for the last 3 financial year (2013-14, 2014-15 and 2015-16)

- 10) Authorization letter of signatory! Power of Attorney/Board resolution from the company in favour of authorized person to deal with tender and tender proceeding.

- 11) Duly signed and stamped copy of all pages of tender documents as an acceptance of all terms and conditions tender documents.

COCOMMERCIAL BID

Percentage of Service charges (in %) (on the gross monthly amount payable to per person engaged)

Note:

- **Percentage of service charges per month payable for each manpower before taxes has to be mentioned only. If the format is deviated then the tender will summarily be rejected.**

For M/s. (_____)

Authorized Signatory With Seal.

Date :
Place :

Name :
Designation:

UNDERTAKING
(On company letter head)

- We declare that we are not a defaulter to any Govt. organization/PSU since last 2 years from the date of issue of this tender on NTSC/OKHLA/ADMN/8(203)/2017-18 due to non-compliance of order.
- We confirm with acceptance the Instructions to the Tenderer & Terms & Conditions of Tender.
- We also confirm that this Tender has been thoroughly read while filling up the Tender and all information filled and documents provided by us are true & best of our knowledge.

(Signature of bidder)

***** END OF TENDER DOCUMENT*****