

**TENDER
FOR**

**MANPOWER REQUIREMENT FOR
ALLIED SERVICES**

TENDER NO.:NTSC/OKHLA/ADMN/8(203)/2016-17

NSIC- Technical Services Centre
(A Government 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
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TENDER INVITING NOTICE

Subject: -Tender for Manpower requirement for allied services.

NSIC-Technical Services Centre (NTSC), Okhla, New Delhi is a Govt. of India Institute for imparting Technical training and rendering services to MSME.

Sealed quotations are invited in two Bids system (Technical & Commercial Bid in two separate sealed envelopes contained in one bigger envelope) for **Manpower requirement for allied services. Noticeable points of the tender are:**

Requirement	Manpower requirement for allied services
Tender Documents Download	Tender documents can be downloaded from 20th March, 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.1000/-
Earnest Money Deposit along with Tender	Rs.75,000/- (Rupees Seventy Five thousand only) (Registered Bidders will be exempted as detailed in “Instructions to the Tenderers” at Page no 5(b) / Sl. No. 2)
Last date of submission of Tender	29th March, 2017 up to 14:45 hours
Date of opening of Technical Bid	29th March, 2017 up to 15:45 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. 20th March, 2017 to 29th March, 2017 upto 14:00 hours.

2. Tender Fee & EMD

- a) Tender fee of Rs.1000/- (On thousand only) and Earnest Money **Deposit (EMD)** of Rs. 75,000/- (Rupees seventy five thousand only) shall be paid through DD/RTGS/NEFT/Digital means on or before 29th March, 2017 upto 14: 00 hours. The detail of bank account is as under:

Name (Favoring)	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 Manpower requirement for allied services.

- b) The offers without EMD will be rejected.
- c) However, there is exemption of EMD applicable to the units bearing Udyog Aadhaar number or registered with Central Purchase Organization (DGS&D), National Small Industries NSIC-TSC (NSIC) or the concerned Ministry or Department as defined under Rule 157 of General Financial Rules (GFR), 2005,
- d) To avail exemption of EMD, a photo copy of valid certificate need to be attached with Technical Bid.
- e) Any request by the bidders to consider their EMD furnished by them to NTSC 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 **5 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, 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 Manpower requirement for allied services -"**TECHNICAL BID**".

AND

Envelope No-2:- The said envelope is for Commercial Bid& shall be super scribed as "Tender for Manpower requirement for allied services -"**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 **29th March, 2017 at 15:45 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, accordingly shall be intimated to the qualified bidders separately.
- 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. Thereafter the committee shall prepare the comparative statement (CST) based on the total Commercial inclusive of taxes) at NSIC Technical Service Centre, Okhla Ind. Estate Phase – III, New Delhi- 110020.
- 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 Commercial Bid.
- 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.

TERMS & CONDITIONS

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 Labor (Regulation & Abolition) Act 1970
 - c. Registration with ESI Department
 - d. PAN in the name of registered owner
 - e. Registration with Service Tax Department.(TIN)
 - f. Address proof.
 - g. EMD for Rs. 75,000/- (Rs. Seventy Five thousand only) through DD only. Units registered with DIC/NSIC or having Udyog Aadhar no. will be exempted for payment of EMD
 - h. Documents in support of experience in preceding five years of allied Services in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude. Statement of experience which includes Name of the Firm alongwith contact detail, Period (From-----to-----), No. of years value of the contract & manpower deployed etc. may also be placed.
 - i. The proof of Rs. 300/- lacs (Rs. Three hundred lacs) annual turnover duly supported by the IT return submitted with tax authorities and the audited annual accounts of the bidder for the last three financial year 2013-14, 2014-15 and 2015-16.
 - 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 manpower for allied services will be required for services at NSIC- Technical Service Centre, Okhla Industrial Estate, New Delhi-110020. The allied services will include the following services to be performed by manpower deployed:-
- a) Guest Faculties for teaching,
 - b) The up-keeping and maintenance of campus,
 - c) Maintenance of lawn/ garden
 - d) Office Assistant
 - e) Electricians,
 - f) Plumber,
 - g) Other miscellaneous services

3.0 Responsibilities:

- 3.1 The tenderer must have proper mechanism for intake, verification of Candidates Character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the tenderer 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 through local police. Proofs of identity like driving license, bank details previous services experience, proof of residence and recent photograph and a certification to this effect should be submitted to NSIC-TSC. The service provider will also ensure that the manpower deployed are medically fit. The service provider shall withdraw such employees who are not found suitable by the office for any reason immediately on receipt of such request from NSIC-Technical Services Centre

- 3.2 The number of persons required for engagement will vary from time to time depending upon the requirement of the NSIC-Technical Services Centre,
- 3.3 All prospective bidders with minimum of five years of continuous experience immediately preceding from the current calendar year (specified with satisfactory services remark) in Govt. Departments / PSUs / other reputed national level organizations / institutions for providing manpower for Allied Services, may submit their tender in separate sealed envelopes in two bids i.e. Technical bid & Commercial bid addressed to Chief General Manager, NSIC TSC., Okhla Industrial Estate, New Delhi-110020 on or before 29th March, 2017 upto 14:45.
- 3.4 The annual turnover of the agency should not be less than Rs.300 lacs (Rs. Three hundred Lacs) per annum at least three out of immediately preceding five years.
- 3.5 The successful tenderer shall deposit security deposit of an amount equal to 10% of the total estimated annual value of the contract with this department. The security deposit will 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.
- 3.6 The tenders shall be valid for a period of 90 days from the date of its opening.
- 3.7 The manpower engaged in providing the requisite services to the NSIC-TSC shall be the employees of the Service Provider and will claim their remuneration and benefits from service provider. NSIC-TSC will not be held liable for anything for which service provider is responsible as employer.
- 3.8 The Service provider shall not sub-contract the services of manpower engaged / sponsored by them.
- 3.9 The Service provider shall be responsible for the discipline and conduct of the manpower sponsored by them and if in case the discipline and the quality of services deteriorates, the Service provider shall have to provide replacement of his manpower.
- 3.10 The Service provider shall ensure that manpower deployed by him behave decently and do not indulge themselves in any such activities which are unacceptable in a Government Office.
- 3.11 Service provider shall have to furnish all the information required by NSIC-TSC to fulfill requirements of the concerning Acts for their services.

3.12 The Service provider shall be responsible to compensate the loss of any kind to NSIC-TSC caused due to theft, damage, or negligence by his manpower.

3.13 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of services.

3.14 Service provider will not ask for any enhancement of approved rates for service charges during the period of the contract and it shall be his own responsibility to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to his employees.

3.15 In case of any failure on part of the Service provider to deploy/ provide manpower services as enumerated in this tender document the penalty of an amount of Rs 1000/- per manpower per day which may be extended maximum upto 10% of monthly contract value shall be levied on the Service provider

3.16 Service provider will depute the coordinator who would be stationed in the centre and the coordinator would be responsible for monitoring of the staff deployed, taking attendance of the staff through bio-metric system and will also be responsible for the directions as and when imparted by the NSIC-TSC.

3.17 NSIC- TSC reserves right to ask for break-up of the salary/ wages prior to disbursement of bill each month. No advance payment will be made by NSIC-TSC. The service provider shall first pay monthly dues to the manpower engaged by NSIC-TSC latest by 5th of every month and thereafter the dues shall be reimbursed by NSIC-TSC based on bill raised along with the requisite documents.

3.18 NSIC-TSC reserves right to reject any candidate proposed by the Service Provider and in such case alternate person would have to again identify by the tenderer

4.0 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-TSC.

- 4.2 Service provider shall fully indemnify NSIC-TSC 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-TSC 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-TSC.
- 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 Form 16 PF, ESI cards, experience certificates 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-TSC 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-TSC 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-TSC 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.

5.0 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-TSC 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-TSC 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

6.0 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-TSC.

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-TSC shall have the absolute discretion to terminate the contract for any reason by giving 30 day notice.

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 and performance of the Service provider 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 progress of the services or after the completion or abandonment thereof, shall be referred to the sole arbitration of CGM of NTSC, Okhla.

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 shall be applicable to such proceedings.

7.4 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.

Chief General Manager
ISSUING AUTHORITY

ANNEXURE 'A'**TECHNICAL BID**

- 1) Name & Address of the Tenderer:
(with Tel. Nos. and fax no.)
- 2) i) EMD (DD No., date & Bank)
ii) Tender Fee :
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) :
- 9) Statement of experience includes Name of the Firm alongwith contact detail, Period (From-----to-----), No. of years value of the contract & manpower deployed:
- 10) IT return and audited annual accounts for the last 3 financial
year (2013-14,2014-15 and 2015-16)
- 11) Authorization letter of signatory/ Power of Attorney/ Board resolution from the company in favour of authorized person to deal with tender and tender proceeding.
- 12) Duly signed and stamped copy of all pages of tender documents as an acceptance of all terms and conditions tender documents.

ANNEXURE 'B'**COMMERCIAL BID**

S.No.	Particulars--- Manpower requirement slabs (Unskilled, Semi-skilled and Skilled) (In no.)	No. of supervisors required	Service charges Per month payable for each manpower alongwith taxes (In Rs).
1.	Up to 40	1	
2	41-80	2	
3	81-120	3	
4	Above121	4	

Note:

- Unskilled, Semi- skilled and Skilled manpower are as per the provisions of Minimum Wages Act.
- Supervisor should physically present at our centre and responsible to manage day to day activities like attendance, punctuality, discipline, and administrative functions in respect of manpower deployed and reporting to NSIC-TSC.
- All other mandatory & statutory compliances are the liability of service provider.
- L-1 shall be selected on the basis of service charges for each manpower.

For M/s _____

(_____)

Authorized Signatory

With Seal.

Date :

Name :

Place :

Designation:

Annexure - "C"

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 no **NTSC/OKHLA/ADMN/8(203)/2016-17** due to non-compliance of order.
- We confirm with our 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******