

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

Ref. SIC/ADMN/3/35/2019-20

Dated 19.08.2019

INDEX OF TENDER DOCUMENTS

S.No.	DESCRIPTION	PAGES
1.	Notice inviting Tenders	2-3
2.	Letter inviting bidders	4
3.	Definitions	5
4.	Instructions to tenderers	5-7
5.	Eligibility criteria	7-8
6.	Legal Obligations	8-9
7.	Payment Terms	9
8.	Duration of the contract	9-10
9.	Arbitration	10
10.	TECHNICAL BID (SCHEDULE 'A')	11
11.	FINANCIAL BID (SCHEDULE 'B')	12

Manager (Admin)
ISSUING AUTHORITY

NSIC
ISO 9001:2015

The National Small Industries Corporation Ltd.
"NSIC Bhawan", Okhla industrial Estate
New Delhi – 110 020
CIN No. U74140DL1955GOI002481

NOTICE INVITING TENDERS

Separate sealed tenders with 90 days validity from the date of opening of bids are invited by National Small Industries Corporation Ltd. (NSIC), New Delhi, from experienced and eligible **Delhi / NCR based agencies/firms/companies** for providing personnel for **“Allied Services”** in NSIC Head Office/STP premises, Okhla Industrial Estate, New Delhi/ Ministry of MSME, Udyog Bhawan New Delhi or any other places at Delhi, under **two bid systems i.e. Technical Bid as well as Financial Bid.**

1. Tender documents can be obtained either from our office at the address given below from **19.08.2019 to 28.08.2019** on all working days from 10.00AM to 5.30 PM (Monday to Friday) by making a payment of Rs.1180/- (non-refundable) by DD in favour of **National Small Industries Corporation Ltd., New Delhi**, or may be downloaded from website www.nsic.co.in, however in such a case, Rs.1180/-(towards tender document fee) per tender has to be deposited by DD drawn on National Small Industries Corporation Limited, New Delhi to become eligible for participation. The cost of tender documents is inclusive of 18% GST.
2. Pre-Bid meeting of the prospective bidders will be held on **22.08.2019 at 4.00 PM** in the room of GM (Admn.) at 2nd Floor, NSIC Bhawan, Okhla Industrial Estate, New Delhi 110020. All interested bidders are invited to attend the same.
3. The separate Bids i.e. Technical Bid and Financial Bid, complete in all respect in sealed envelopes must reach this office at the below mentioned address **latest by 3.00PM on 29.08.2019**. Any bid received after due date & time shall not be considered and shall be rejected.

Manager (Admin)
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110 020

4. Technical Bid will be opened on **29.08.2019 at 4.00PM** in the room of GM (Admn.), 2nd Floor, NSIC Bhawan, Okhla Industrial Estate, New Delhi -110020 in the presence of the representatives of bidders.
5. Financial Bid will be opened for those bidders 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 personnel for Allied Services”**.

Manager (Admin)

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

Tender Document

For

Providing Personnel for Allied Services
AT NSIC, HEAD OFFICE PREMISES
NSIC Bhawan
OKHLA INDUSTRIAL ESTATE, NEW DELHI-110 020

Date of Publishing of tender : 19.08.2019 (At 11.00 AM)
Pre-Bid Meet : 22.08.2019(At 4.00 PM)
(In General Manager-Admin's Room)
Last date of receipt of tender : 29.08.2019 (Latest by 3.00 PM)
Date of opening of Technical Bid : 29.08.2019 (At 4.00 PM)
Date of opening of Price Bid : To be communicated later.

(R.C. Taneja)
Manager (Admin)

NSIC
ISO 9001:2015

The National Small Industries Corporation Ltd.
"NSIC Bhawan", Okhla Industrial Estate
New Delhi – 110 020
CIN No. U74140DL1955GOI002481

No: SIC/ADMN/3//35/2019-20

19.08.2019

M/s.-----

Sub:- Tender for providing personnel for “Allied Services” at NSIC.

Sealed bids from Delhi/NCR based agencies/firms/companies are invited under two bids systems (Technical & Financial) 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 bids should be in two sealed envelopes separately containing Technical Bid and Financial Bid. The envelopes should be clearly super scribed with the type of Bid **“For providing personnel for Allied Services”**. The envelopes must be addressed to:

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

The bids must reach us at the above address on or before **29.08.2019 up to 3.00PM** in sealed envelope as above, otherwise it shall not be accepted. Any bid received after due date & time shall not be considered and shall be rejected.

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 this tender without assigning any reasons thereof.

Thanking you,

Yours faithfully,

(R.C. Taneja)
Manager (Admin)
For & on behalf of NSIC

1. The terms and conditions for the work order.

1.0 Definitions:-

- 1.1 "Corporation" shall mean the National Small Industries Corporation Ltd. (NSIC), 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.
- 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 Deputy 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 agencies, firms or companies based in Delhi/ NCR only will be eligible for submission of bids.
- 2.2 The personnel for allied services will be required to work at following places:-
a. **NSIC, Head Office, Okhla Industrial Estate, New Delhi.**
b. **STP premises at Okhla industrial estate, New Delhi..**
c. **Ministry of MSME, New Delhi or any other places at Delhi.**
- 2.3 The allied services will include the following work to be performed by personnel deployed:-
a. Malis to upkeep & maintenance of garden, lawns and plants in the campus mentioned above
b. Drivers for cleaning, maintenance and driving of staff cars.
c. Data Entry Operators.
d. Electricians
e. Plumbers
f. other miscellaneous work, other than security & housekeeping
- 2.4 The number of personnel required for engagement will vary from time to time depending upon the requirement of the Corporation.
- 2.5 All prospective bidders should have minimum continuous three years' experience i.e. 2016-17, 2017-18 & 2018-19 (attach experience certificate with satisfactory work remark) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude for providing personnel for Allied Services.
- 2.6 The prospective bidder should have an average annual turnover of more than Rs.200 lakh for the last 3 years i.e. 2016-17, 2017-2018 and 2018-19. Please attach copy of Balance Sheet, Statement of Profit & Loss or certificate from CA indicating the turnover during last five financial years. **However, for SC/ST agency /firm/company minimum annual turnover should be Rs. 65 lakh and in each of last three financial years i.e. 2016-2017, 2017-2018 & 2018-2019.**
- 2.7 The Technical Bid should accompany a DD of Rs. 1,00,000/-(Rupees One Lakh Only) towards interest free Earnest Money Deposit (EMD) and tender document fee of Rs. 1,180/- (Non-refundable) in the form of DD of any nationalized bank in the Name

of NSIC Ltd, New Delhi to be enclosed along with Technical Bid. Bids received without EMD & Tender document fee or lesser amounts will summarily be rejected. However, agencies/firms/companies registered with NSIC/DIC/having Udyog Aadhar will be exempted from tender fee and EMD charges. SC/ST agencies/firms/companies, will also be exempted from EMD and tender document fee.

The bidder shall deposit interest free Earnest Money (EMD) of Rs. 1,00,000/- in the form of Demand Draft/pay order issued in favour of "The National Small Industries Corporation Ltd." payable at Delhi. Following information should be marked on the face of the sealed envelope:

Name of Party.....

Tender No.....

Earnest Money Amount..... Issuing Bank..... Date.....

- 2.8 The successful bidder shall deposit security deposit of an amount equal to **5% of total estimated annual value** of the contract with NSIC. The security deposit should be in the form of either Demand Draft or Bank Guarantee with validity period (after 3 months of completion of contract) issued by any Nationalized Bank which shall only be released after three months from the date of the successful completion of the contract. The earnest money deposit and security deposit shall be interest free.
- 2.9 **Date of issue of DD should not be before the date of publishing of tender notice.** Bids received without EMD (except MSE registered with DIC/NSIC/Udyog Aadhar) and/or relevant documents for meeting eligibility requirements will not be considered for opening of financial bid. Financial 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 bidders shall be refunded within 15 days after the contract has been awarded to successful bidder.
- 2.10 The tenders/bids shall be valid for a period of 90 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 bid. 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 Financial Bids shall be opened only when the Technical Bid is found to be technically qualified and supported by other relevant documents.
- 2.13 Interested agencies/firms/companies are requested to quote their rates (as per the format attached **Schedule 'A'**).
- 2.14 **Tender with zero or unreasonable low service charge shall not be considered. Reasonable service charge will be determined by a committee of NSIC officers. L-1 bidder will be decided on the recommended service charges.**
- 2.15 GST shall be mentioned separately as per prevalent law.
- 2.16 Technical & financial 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 by the contractor in providing the requisite services to the NSIC shall be the employees of the contractor and will not claim their any remuneration from NSIC and NSIC shall not have nothing to do with their employment. NSIC shall not be liable for anything on their part and conditions thereof.
- 2.19 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.

- 2.20 The contractor shall be sole responsible for any untoward incident, 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 personnel 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 bidder 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 State Minimum Wages Act during the period of the contract and it shall be the responsibility of the contractor to pay the wages, EPF,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 as mentioned above at 2.7 and they are not required to submit EMD and Tender document fee.
- 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 monthly dues of the Contractor till the time the proper documents showing proof of compliance are not submitted.
- 2.28 In case of any failure on part of the contractor to deploy/provide personnel/ services as enumerated in this tender document, the penalty of an amount of Rs. 500/- per personnel which may extend maximum upto 10% of monthly contract value shall be levied on the Contractor.
- 2.29 The contractor shall comply with all Acts, by-laws and statutory regulations applicable from time to time with regard to the performance of work and NSIC shall have no liability in this regard whatsoever.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:-

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

- a. Registration with EPF Department
- b. Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with GST.
- e. Ownership registration certificate
- f. EMD for Rs. 1,00,000/- (Rs. One Lakh only) through DD only by the agencies/firms/companies those who have not having MSME registration. Units registered with DIC/NSIC or having Udyog Aadhar will be exempted for payment of EMD.
DD should not be issued before the date of advertisement 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 attached 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 each page of the tender documents as an acceptance of all terms & conditions of the 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/statutory regulations applicable 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
 - j. Laws and statutory regulations applicable from time to time

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 NSIC and the NSIC shall have no liability in this regard whatsoever.

- 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/statutory regulations 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 personnel 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 GST 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 personnel 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 RTGS/NEFT/Cheque.
- 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 The successful bidder 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 GST 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 GST in evidence of his having made payments to these accounts.
- 5.2 The Contractor shall prefer its bill after paying the wages to its personnel. The contractor shall also endorse copies of receipts/payments of EPF, ESI, GST etc.
- 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 personnel 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) GST 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 EPF & 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 EPF & ESI as per EPF Act & ESI Act will be deducted by NSIC Ltd. in respect of such prsonnel 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 **24 (twenty four) months** from the date of award of the work as is to be mentioned in the work order to be placed on the successful bidder. However the duration can be extended further for a period of upto 24 (Twenty four) months based upon satisfactory completion of the contract, on the terms and conditions deemed fit by NSIC.
- 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:-

If any disputes or differences relating to the interpretation, termination and meaning of the words, terms, scope, and instructions, mentioned in tender document/contract/agreement and as to the quality of services or performance of the contractor, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to tender document/contract/agreement, scope, services, instructions, orders or these conditions; or otherwise concerning the performance of the contract or the validity or the breach thereof, shall be referred by either party to the Chairman Cum Managing Director of the NSIC who shall refer the matter for adjudication to the Sole Arbitrator. There shall be no objection to the said appointment of the Arbitrator. The award of the Sole Arbitrator so appointed shall be final and binding on the parties.

In case, the Arbitrator so appointed dies, neglect or refuses to act as an Arbitrator or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman-Cum-Managing Director of NSIC to appoint another Arbitrator in place of such Arbitrator in the manner as aforesaid, who shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.

The venue of the Arbitration shall be at New Delhi and shall be governed by provisions of the Arbitration & Conciliation Act 1996 as amended by the Arbitration & Conciliation (Amendment) Act 2015 (3 of 2016) and amended from time to time.

Manager (Admn.)

Terms & Conditions accepted

Signature

Authorized Signatory with seal

TECHNICAL BID

- 1) Name & Address of the Tenderer :
(with Tel. Nos. and fax no.)
- 2) EMD Details :
- 3) Tender Fee Details :
- 4) Registration No. in EPF :
- 5) Registration No. in ESI :
- 6) PAN No.(As applicable) :
- 7) Registration No. GST :
- 8) Registration of the ownership :
- 9) Copy of 3 yrs. Experience :
Out of immediately preceding 5 yrs.
(name of Orgn., duration etc)
- 10) Signed copy of each page of the tender documents as an acceptance of all terms & conditions of the tender documents.
- 11) Self-attested copies of all the documents relating to Sl. No. 4 to 9 should be attached.

For M/s _____

(_____)

**Authorized Signatory
With Seal.**

Date :
Place :

Name :
Designation:

PRICE BID

Sl. No.	Particulars	*Wages Per person	E.P.F. (As applicable)	E.S.I. (As applicable)	Amount (in Rs.) (Col.3+4+5)	Service Charge	Total Amt. (Rs.)
1	2	3	4	5		7	8
1.	Unskilled					%-----	
2.	Semi-skilled					%-----	
3.	Skilled					%-----	
	Service Charge	@.....					
	GST	(As applicable)					

* As per current minimum wages

- In certain cases the salary / stipend will be fixed by HR Dept. of NSIC.
- Unskilled, semiskilled and skilled workers are as per the provisions of latest Minimum Wages Act, amended from time to time.

For M/s _____

(_____)

Authorized Signatory
With Seal.

Date :
Place :

Name :
Designation: