

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.,
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC-Technical Service Extension Centre,
D-82/83, Focal Point, Rajpura-140401

Ref. NSIC/RJP/ADMN/2013-14

Dated: 01-04-2014

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ISSUING AUTHORITY

National Small Industries Corporation Ltd.
Technical Service Extension Centre,
D-82/83 Focal Point,
Rajpura (Pb.)-140401

NOTICE INVITING TENDERS

Separate sealed tenders with 120 days validity from the date of opening of tenders are invited by National Small Industries Corporation Ltd, Technical Training Extension Centre, Rajpura (Punjab-140401 from experienced and eligible Punjab/Chandigarh Union Territory/Haryana based agencies for providing personnel for "**Allied Services**" at **NSIC-TSEC premises, D-82/83 Focal Point, Rajpura(Pb.)-140401** under two bid systems Technical Bid as well as Price Bid.

1. Tender documents can be obtained from our office at the address given below from 01-04-2014 to 16-04-2014 on all working days from 1000 hrs to 1700hrs by making a payment of Rs.500/- (non-refundable) in cash / DD in favour of **National Small Industries Corporation Ltd., Rajpura.**
2. The separate Tenders i.e. Technical Bid and Price Bid, complete in all respect in sealed envelopes must reach this office at the below mentioned address **latest by 1130 Hrs on 17-04-2014**, otherwise it will not be accepted.

The Deputy General Manager
NSIC-TSEC,
D-82/83 Focal Point,
Rajpura (Pb.)-140401

3. Technical Bid will be opened on 17-04-2014 **at 1500 Hrs** at the conference room of **NSIC-TSEC premises, D-82/83 Focal Point, Rajpura (Pb.)-140401** in the presence of the authorized representatives of tenderers.
4. Price Bid will be opened on 17-04-2014 **at 1700 Hrs** only for those who qualifies technically.
5. The sealed envelopes must be super scribed with "**Tender for providing workmen for Allied Services**" at **NSIC-TSEC premises, Rajpura(Pb.)-140401**
6. The tender form may be down loaded from website www.nsic.co.in , however in such a case, Rs.500/- per tender has to be deposited by Demand Draft drawn on National Small Industries Corporation Limited, Rajpura to become eligible to submit the same.


Dy. General Manager

**NATIONAL SMALL INDUSTRIES CORPORATION
LIMITED**

Technical Service Extension Centre,
D-82/83 Focal Point, Rajpura(Pb.)-140401

Tender Document

For

**WORKMEN UNDER
ALLIED SERVICES**

at NSIC-TSEC premises,
D-82/83 Focal Point, Rajpura (Pb.)-140401

Last date of receipt of tender : 17-04-2014(Latest by 1130 hrs)

Date of opening of Technical Bid : 17-04-2014 At 1500 hrs.

Date of opening of Price Bid : 17-04-2014 At 1700 hrs.


Dy General Manager

The National Small Industries Corporation Ltd.
D-82/83, Focal Point, Rajpura-140401.

No: NSIC/RJP/ADMN/2013-14

M/s. _____

Sub: Tender for providing workmen for "Allied Services" at NSIC-Technical Service Extension Centre, D-82/83, Focal Point, Rajpura-140401.

Sealed tenders are invited under two bids (Technical & Price) for the above mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

NSIC being a responsible corporate will insist on strict compliance of statutory obligations and demand proof towards deposit of ESI and PF contributions to the appropriate authorities and adherence to the provisions of various Laws / Acts as applicable from time to time.

The tender should be in two sealed envelopes separately containing Technical Bid and Price Bid. The envelopes should be clearly super scribed with the type of Bid "**For providing workmen for "Allied Services" at NSIC-Technical Service Extension Centre, D-82/83, Focal Point, Rajpura-140401**". The envelopes must be addressed to:

Deputy General Manager
NSIC-Technical Service Extension Centre,
D-82/83, Focal Point, Rajpura-140401

The tender must reach us at the above address on or before **17-04-2014** not later than **1130 hrs** in sealed envelope as above.

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.

Thanking you,

Yours faithfully,


DY. GENERAL MANAGER
NSIC-TSEC,
RAJPURA-140401

The terms and conditions for the work order.

1.0 Definitions:-

- 1.1 "Corporation" shall mean the National Small Industries Corporation Ltd. (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi . 110020, and shall include their 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 conditions.
- 1.3 "Contractor" shall mean the individual or firm and shall include the legal representative of such individual or the persons composing such firm or the permitted assignee of such individual or firm or the Corporation.
- 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 Assistant Manager, designated by "Competent Authority." as the case may be, who shall supervise and be in-charge of such works.

2.0 INSTRUCTIONS TO TENDERERS:-

- 2.1 The agencies based in Punjab/Haryana/Chandigarh UT are only will be eligible for submission of tender.
- 2.2 The personnel for allied services will be required to work at following places:-
a. NSIC-Technical Service Extension Centre, D-82/83, Focal Point, Rajpura-140401
- 2.3 The allied services will include the following work to be performed by personnel deployed :-
a. The upkeep, cleaning, maintenance of NSIC-TSEC Rajpura Premises.
b. Other miscellaneous day to day work related to Office.
- 2.4 The number of persons required for engagement are as below:

S No	Particular	Work Assign	Category
01	Office Boy	Day to Day miscellaneous work.	Un Skilled
02	Sweeper	Upkeep, cleaning of office premises	Un Skilled

- 2.5 All prospective bidders with minimum 3 years of continuous experience immediately preceding from the current calendar year (specified with satisfactory work remark) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude for providing personnel for Allied Services, may submit their tender in separate sealed envelopes in two bids i.e. technical bid & price bid addressed to Dy. General Manager, D-82-83 Focal Point Rajpura- 140401 on or before 17-04-2014 up to 1130 hrs.
- 2.6 The annual turnover of the agency should not be less than Rs.10/- lacs (Rs. Ten Lacs) per annum in at least three out of immediately preceding five years.
- 2.7 The tenders shall be accompanied with a refundable (interest free) Earnest Money Deposit (EMD) of amount Rs 4000/-(four thousand rupees only) to be paid by way of Demand draft/ pay order in favor of "National Small Industries corporation Ltd.", Payable at Rajpura . EMD amount would be refunded to the non-successful bidders within 2 months from date of award of contract.
- 2.8 The successful tenderer would be required to furnish security deposit for an amount equal to **5% of total estimated annual value** of the bid/contract in the form of Bank Guarantee/Performance Gurantee or Fixed deposit in favor of "National Small Industries corporation Ltd.", Payable at Rajpura 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 released interest free.
- 2.9 **Date of issue of DD / PO should not be before the date of publishing of tender notice.** Tenders received without EMD or relevant documents for meeting eligibility requirements will not be considered for opening of price bid. Price bids of those bidders, whose bids meet the

eligibility criteria as per clause No. 3 will only be opened. The earnest money deposit (EMD) of the unsuccessful tenderers shall be refunded after the contract has been awarded.

- 2.10 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.11 The interested parties are advised to inspect the premises and assess the scope/quantum of work involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the undersigned during office hours on working days. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.
- 2.12 Price-Bids shall be opened only when the Technical Bid is found to be technically qualified & other relevant documents.
- 2.13 Interested parties are requested to quote their **most competitive rates** (as per the format specified in **Schedule 'A'**).
- 2.14 **Tender with no or unreasonably low service charge shall not be considered.**
- 2.15 Service Tax shall be mentioned separately.
- 2.16 Technical & Price Bids shall have to be submitted in the Format as per Schedule 'A' and Schedule 'B' respectively.
- 2.17 Conditional tenders will be rejected out rightly.
- 2.18 The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and will claim their remuneration from the contractor. NSIC will not be liable for anything on their part.
- 2.19 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.
- 2.20 The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and if in case the discipline and the quality of work deteriorates, the contractor shall have to provide replacement of his personnel.
- 2.21 The Contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
- 2.22 Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.23 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.24 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- 2.25 Contractor will not ask for any enhancement of approved rates 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.

3.0 ELIGIBILITY CRITERIA FOR BIDDERS:- The tenderers will submit the self-attested photocopies of the following documents:-

- a. Registration with EPF Department
- b. Photo copy of the Registration with ESI Department
- c. PAN Number in the name of registered owner
- d. Registration with Service Tax Department.
- e. Ownership registration certificate.
- f. EMD will be only through DD/PO only. DD/PO should not be issued before the date of advt. of tender.
- g. Documents in support of experience (of immediately preceding 3 years) of allied Services work (**with work satisfactory remark**) in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude only along with documentary proof. The detailed statement of experience which includes Name of the Firm, Period (From-----to-----), No. of years and value of the contract etc. may also be placed along with bid.
- h. The proof of Rs. 10/- lacs (Rs. Ten lacs) annual turnover duly certified by a Chartered Accountant or copy of the return submitted with tax authorities.

4.0 LEGAL OBLIGATIONS:-

- 4.1 All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws

of the country, shall be that of the contractor. The contractor shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- a. The Contract Labour (Regulation & Abolition) Act,1970
- b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
- c. The Minimum Wages Act, 1948
- d. The payment of Wages Act,1936
- e. The Workmen's Compensation Act,1923
- f. The Employees' Provident Funds and Misc. Provisions Act,1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965
- i. The Payment of Gratuity Act, 1976

Contractor shall abide by provision of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized for non compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with the at its own level and costs, in no way putting any liability on the corporation.

- 4.2 Contractor shall fully indemnify NSIC against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/ Acts in relation to the Contract.
- 4.3 The Contract Labour (Regulation & Abolition) Act, 1970, and Rules,1971 thereunder and the Central/ State Rules as modified from time to time are applicable to this Contract. **The contractor shall comply with these and obtain requisite licences from Authorities under the Act** and also take steps for getting the Agreement registered under the Act. He shall also indemnify NSIC from and against any claims under the aforesaid Act and the Rules.
- 4.4 The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- 4.5 The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- 4.6 The contractor will deposit the service tax with concerned authority as applicable and submit the documentary proof of same to the corporation from time to time.
- 4.7 The Contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the Corporation.
- 4.8 The Contractor shall ensure that the payment of wages to the workmen employed by him, shall be made by cheque and also in the presence of the representative of the Corporation.
- 4.9 Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- 4.10 All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Corporation in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The Corporation shall not in any manner be a party to it. The contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
- 4.11 Contractor whose tender is accepted shall obtain a valid licence under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid Licence until the completion of the contract.

5.0 PAYMENT TERMS:-

- 5.1 The Contractor shall prefer his monthly bill. The contractor will deposit service tax with the concerned authority as per rates applicable from time to time. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts.
- 5.2 The Contractor shall prefer his bill after paying the wages to his workmen including the cost of material provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF ESI and service tax.
- 5.3 In case there has to be made any payment to the workmen of the Contractor by the Corporation which otherwise is the responsibility of the Contractor, the same shall be adjusted against the security amount deposited with the Corporation or either deducted from the payment due to the Contractor.

5.4 In case the amount to be released to workers is not as per wage bill to be prepared as per Minimum Wages Act or contractor is not able to provide undisputed documentary proof in respect of following:-

- i) Release of payment as per Minimum Wages Act.
- ii) Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
- iii) Service Tax as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Competent Authority will be final in this case. In case it is found that no amount of PF & ESI has been deducted in respect of persons engaged by them by the Contractor, in spite of having PF A/c. No & ESI A/c No., in such cases amount of PF & ESI as per EPF Act & ESI Act will be deducted by NSIC Ltd. in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

6.0 DURATION OF CONTRACT:-

- 6.1 The duration of this contract shall be **24 (twenty four) months** from the date of award of the contract as is to be mentioned in the work order to be placed on the successful party. However the duration can be extended further for a period of upto 24 (Twenty four) months based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.
- 6.2 In case it is found that the Contractor is not complying with the provisions of Minimum Wages Act, Employees Provident Fund Act, ESI Act and or any other statutory provisions as mentioned in clause 3 of this letter the contract is liable to be terminated at any time without giving any advance notice to the Contractor to this effect.
- 6.3 Either of the parties shall have the right of coming out of the contract by giving a notice for 30 days in advance during its validity.

7.0 ARBITRATION:-

- 7.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of any of functional Director of the corporation or any officer nominated by the Director.
- 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 shall be applicable to such proceedings.


DY. GENERAL MANAGER
NSIC-TSEC, Rajpura

SCHEDULE 'A'

TECHNICAL BID

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

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

For M/s _____

(_____)

Authorized Signatory
With Seal.

Date :
Place :

Name :
Designation:

SCHEDULE 'B'

PRICE BID

S. No.	Particulars	Wages @ Per person	E.P.F. (As applicable)	E.S.I. (As applicable)	Amount (in Rs.) (Col.3+4+5)	Service Charges	Total Amt.(Rs.)
1	2	3	4	5	6	7	8
1.	Unskilled					-----	
2.	Semi-skilled					-----	
3.	Skilled					-----	
	Total						
	Service Charge	@..... (On total of col.6)					
	Service Tax	As applicable)					
	Grand Total						

- 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 Minimum Wages Act.

For M/s _____

(_____)

Authorized Signatory
With Seal.

Date :
Place :

Name :
Designation: