

THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED.

(A Govt. of India Enterprise)
D. No. 59A-8/8-6B/1, 3rd Floor,
Main Road, Gurunanak Colony, Vijayawada-520008
Phone No.0866-2541055
Fax: 0866-2545055

Tender No: 01/2018-19

Ref: NSIC/BO/VJA/CL/2018-19

Due Date: 24.12.2018

M/s. -----

Sub: Providing Skilled Persons (Clerical) at NSIC, Vijayawada

Sir,

Terms and conditions in respect of the above mentioned forwarded herewith. ***Please note that the sealed offer is to be delivered in the office of the Branch Manager, NSIC Ltd., D No.59A-8/8-6B/1, 3rd Floor, Main Road, Gurunanak Colony, Vijayawada, 520008 up to 11.00 A.M. on 24.12.2018.*** Offer from all the parties received by due date and tender will be opened at 12.00 P.M. on ***24.12.2018.***

This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the terms and conditions.

Yours faithfully

Encl: A/a

(R J S V Rama Rao)
Branch Manager
NSIC Ltd., Vijayawada

Signature of the Contractor

TENDER FOR PROVIDING MANPOWER ON CONTRACTUAL BASIS

The Branch Manager

NSIC Limited.,
D.No. 59A-8/8-6B/1,
3rd Floor, Main Road, Gurunanak Colony,
Vijayawada – 520008

Sir,

Sub: Tender for offering manpower on contractual basis at NSIC, B.O Vijayawada.

This offer is with reference to the advertisement released in the press / put up in the Tenders section of National Small Industries Corporation Limited (NSIC) website www.nsic.co.in for engaging manpower from manpower service providers on contractual basis.

The details of the manpower offered are as under:

DETAILS OF THE FIRM PROVIDING MANPOWER ON CONTRACTUAL BASIS

Sl.No	Particulars	Details
1	DETAILS OF SERVICE PROVIDER	
1.1	Name	
1.2	Address & Phone No: FAX No. & E-mail address:	
1.3	Constitution of vendor/firm. (Whether Proprietary /Partnership/Pvt. Ltd. / Public Ltd./PSU/ Individual etc.):	
1.4	In case of a Company, details of Incorporation of Company and Commencement of Business.	Incorporation Date: Ref: Commencement Date: Ref:
1.5	Permanent Account Number (PAN) & TAN	
1.6	Valid GST no. PF Registration No. ESI Registration No.	
1.7	Name & Designation of the contact person to whom all References shall be made regarding this EOI	
1.8	Service Charge for providing manpower services 1. 2.	

I hereby confirm that, all the terms and conditions specified with respect to this tender are acceptable to me. I further confirm that all the required details have been furnished and if this tender form is incomplete in any respect on my part then the same is liable to be rejected at the discretion of NSIC.

I am aware that NSIC is not bound to accept the tender and will not be required to give any reason for rejecting this tender.

I further certify that I am an authorized signatory of my company and am, therefore, competent to submit the details towards this tender.

Yours faithfully,

(Signature of the Tendered)

Printed Name

Designation

Seal

Date:

Business Address:

Price Bid – 1

Tender No:01/2018-19

PLACE - VIJAYAWADA

Tender Inviting Authority: National Small Industries Corporation Ltd, Branch Office, Vijayawada

Sub: Expression of Interest offering manpower services on contract basis at NSIC, Branch Office, Vijayawada.

Bidder Name:

Sl. No.	Particulars	Educational Qualification	Experience	Remuneration (*)
1	Junior Assistant (Business Development & Marketing)			
2	Office attendant.			

* Remuneration inclusive of EPF, ESI, Agency Commission, GST Applicable & any other Charges

Date:-

Signature & Seal of the Bidder

TERMS AND CONDITIONS

1. Sealed offers are invited from Manpower Agencies for providing Skilled Persons (Clerical) at The NSIC Limited., D. No. 59A-8/8-6B/1, 3rd Floor, Main Road, Gurunanak Colony, Vijayawada-520008., **Offer has to be submitted in sealed envelope super scribing "OFFER FOR PROVIDING SKILLED PERSONS (CLERICAL)" on or before 24.12.2018 at 11.00 PM. The sealed covers should be addressed to the Branch Manager, NSIC Ltd., Vijayawada. All the offers received shall be opened on 24.12.2018 at 12.00 PM.**
2. Tender document may be obtained from NSIC Ltd, D No.59A-8/8-6B/1, 3rd Floor, Main Road, Gurunanak Colony, Vijayawada, 520008 and need to submit along with Demand draft of Rs 100/-+GST@18% against Cost of tender form. (Tender form free of Cost to MSE's/ NSIC registered units)
3. Offer received after due date shall not be considered for opening and the same shall be summarily rejected.
4. NSIC does not bind itself to accept the lowest offer and reserves the right to accept any or reject all the offers received without assigning any reasons thereof.
5. Party has to comply all the governing Labour laws/ Licenses and other requirements etc. for providing skilled persons (Clerical) and any violation or non-adherence of the same shall be sole responsibility of the offerer.
6. The Bidder should have ISO Certification.
7. If The Bidder has any specific reservation, copy of the same to be enclosed.
8. The Bidder should submit at least 3 Order copies from any State/Central/PSUs, etc.
9. Party selected for providing Skilled Persons (Clerical) has to execute an agreement with NSIC, separately on requisite value of Non-judicial stamp paper.
10. Party has to enclose necessary documents wherever required in support of the rates quoted by them by following Minimum wages act, etc..
11. The Tenderer will supply Identity Cards to each Skilled Person (Clerical), who shall wear the same while at office.
12. The Tenderer shall also ensure that no Skilled Persons (Clerical) below the age of 18 years is employed by him for the NSIC. Similarly, the maximum age of the Skilled Persons (Clerical) deployed should not exceed 50 years.
13. The Tenderer on his own cost shall indemnify the Corporation against all acts of omission, fault and breaches done by the Skilled Persons (Clerical) during the contract period.
14. The Tenderer shall also abide by provisions of Employees Provident Fund, ESI contributions and shall ensure that the contribution towards the same is made from the very first day of employment of his Skilled Persons (Clerical) deployed by him for the NSIC and shall not pay to his Skilled Persons (Clerical) less than the existing rate of Minimum Wages as per provisions of Minimum Wages Act, 1948 and the corporation shall have no liability in this regard.

15. The Tenderer shall ensure that all the grievances and complaints of his Skilled Persons (Clerical) are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the Corporation.
16. All the Skilled Persons (Clerical) employed by the Tenderer shall be considered as employees of the Tenderer and they shall not be 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.
17. The Skilled Persons (Clerical) shall be deployed by the Tenderer to work in the office from 9:30AM to 6:00 PM from Monday to Saturday.
18. The Tenderer shall issue the instructions to his Skilled Persons (Clerical) and shall be duly intimating the care taking the office. The Tenderer shall ensure that Skilled Persons (Clerical) 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.
19. The Tenderer shall prepare his monthly bill which shall be on the basis of Minimum Wages computed for his Skilled Persons (Clerical), separately for NSIC Ltd., Vijayawada indicating EPF and ESI contribution paid for the Skilled Persons (Clerical) working in the corporation and the service charges of the Tenderer. All the bills so prepared shall invariably be supported by the proof of payment wages and receipts of ESI & PF in evidence of his having made payments to these accounts so that the payment will be made to the Tenderer by the corporation on or before 10th of every month.
20. The duration of this contract shall be initially for one year which will start from the 1st day of subsequent month, after issue of acceptance letter by NSIC or as mentioned in the acceptance letter. The contract may be extended for further period, based upon the satisfactory performance of the Skilled Persons (Clerical) provided by Tenderer. However, the discretion of the NSIC in this regard shall be final.
21. In case it is found that Tenderer is not complying with the provisions of minimum wages Act. Provident Fund Act and or any statutory provisions as mentioned in Clause 10 of this Terms & Conditions, it is liable to be terminated at any time without giving any time and without giving any advance notice to the Tenderer to this effect.
22. NSIC reserves right to terminate the contract by giving one month notice in case the party is not performing satisfactorily are not complying the terms and conditions of the agreement and he is liable for the losses to the corporation if any. In case Tenderer desires to terminate the agreement they can do so by giving two months prior notice. However, they have to continue the services till the alternative arrangement is made, on the same rates and terms & conditions of the agreement.
23. In case it is felt by the I/c of the NSIC Ltd, Vijayawada, or any other authorized officer of the Corporation that any Skilled Persons (Clerical) of Tenderer is not suitable for carrying out the work in the office then the Skilled Persons (Clerical) is to be replaced immediately by the Tenderer (within one week's time).
24. Payment of the Bill to the agency for this service shall be made by the Corporation generally on or before 7th of the following month on production of Bills and after deduction of TDS. The monthly details of personnel Employed showing PF, ESI, etc. deducted must also be submitted by the tenderer.

25. The Agency shall comply with all Acts, laws, by-laws and statutory regulations applicable from time to time in the Hyderabad with regard to the Skilled Persons (Clerical) and Corporation shall have no liability in this regard, whatsoever.
26. If any dispute or difference arises between the parties under or in relation to this agreement, the same shall be referred to the sole arbitration of the Chairman cum Managing Director of the Corporation and the decision of the Chairman cum Managing Director or any other officer appointed by him for this purpose shall be final and binding upon the parties, the venue of the arbitration at Vijayawada in the premises of NSIC, Vijayawada and the arbitration proceedings must be in English.
27. The Tenderer should quote the rates as per AP Minimum Wages Act 1948, Latest G.O No. 151 Dt.08.08.2016 OR Latest G.O if any from Govt. of A.P (attach G.O Copy)
28. The duration of this contract shall be 12 (Twelve) months from the date of award of the work 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 up to 24 (Twenty Four) months, based upon satisfactory completion of the currency of the contract, on the terms and conditions deemed fit by the corporation.
29. Financial -Bids shall be opened only when the Technical Bid is found to be technically qualified & other relevant documents.
30. LEGAL OBLIGATIONS:- 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 Labor (Regulation & Abolition)Act,1970
 - b) The Contract Labor (Regulation &Abolition) Central Rules, 1971
 - c) The Minimum Wages Act,1948
 - d) The payment of WagesAct,1936
 - e) The Workmen's CompensationAct,1923
 - f) The Employees' Provident Funds and Misc. ProvisionsAct,1952
 - g) The ESI Act,1948
 - h) The Payment of Bonus Act,1965
 - i) The Payment of Gratuity Act,1976
 - j) GS Tax Act
 - k) Income Tax Act

(Branch Manager)
Branch office
NSIC, Vijayawada

Signature and seal of party