



NSIC – TECHNICAL SERVICES CENTRE
The National Small Industries Corporation Limited
(A Government of India Enterprise)
Bhavnagar Road, Rajkot – 360 003

NOTICE INVITING TENDERS

NSIC is a Central PSU under Ministry of MSME and has various Technical Centres all-over India. NTSC Rajkot is one of them and NSIC Technical Services Centre, Rajkot invites sealed tenders from prospective, experienced and Eligible Tenderers with 120 days validity from the date of opening of tender from **Gujarat based agencies** for providing personnel for “**Allied Services**” in NSIC, Technical Services Centre, Rajkot premises under single Stage, two Bid system 1) Technical Bid, and 2) Price Bid.

1. Tender documents can be obtained from our office at the address given below from **09.12.2019 to 26.12.2019** on all working days from 10.00 Hrs to 17.00 Hrs by making a payment (non-refundable) of Rs.1050/- (Rupees One thousand and Fifty only including GST of 5percent) by Demand Draft in favour of **National Small Industries Corporation Ltd. payable at Rajkot. The tender can also be downloaded from NSIC.CO.IN portal from tender section and also from CPPP Portal. It is to be fully filled, signed, stamped and submitted alongwith Tender document amount and EMD.**
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 3.00 p.m. on 26.12.2019**, otherwise it will not be accepted.

General Manager
NSIC Technical Services Centre,
80 Feet Road, Near Bhavnagar Crossing
Aji Industrial Area
Rajkot, Gujarat - 360003

3. Technical Bid will be opened on **26.12.2019 at 5.00 p.m.** in the presence of representatives of tenderers.
4. The sealed envelopes must be super-scribed with “**Tender for providing workmen for Allied Services**” at NSIC Technical Services Centre, Rajkot.
5. The tender form may also be downloaded from website www.nsic.co.in , however in such case, an amount of Rs.1050/- (Rupees One thousand and Fifty only including GST of 5percent) (non-refundable) has to be deposited in Demand Draft drawn in favour of National Small Industries Corporation Limited, payable at Rajkot.

General Manager

**NSIC – TECHNICAL SERVICES CENTRE
80 Feet Road, Near Bhavnagar Crossing,
Aji Industrial Area,
Rajkot, Gujarat - 360003**

Tender Document

For

**ALLIED SERVICES
IN NSIC, Technical Services Centre
Rajkot, GUJARAT**

Last date of receipt of tender : 26.12.2019 (Latest by 3.00 P.M.)

Date of opening of Technical Bid : 26.12.2019 at 5.00 P.M.

Date of opening of Price Bid : To be separately informed

General Manager



NSIC TECHNICAL SERVICES CENTRE
The National Small Industries Corporation Limited
(A Government of India Enterprise)
Bhavnagar Road, Rajkot – 360 003

No: NTSC/RAJ/P&A/Allied/19-20

Dated: 09.12.2019

M/s-----

Sub:- Tender for providing workmen for “Allied Services” at NSIC, Technical Services Centre, Rajkot premises.

Sealed tenders are invited under Single stage, two Bids (Technical & Price) for the above mentioned work proposed to be awarded to the most competitive Bidder qualifying the Qualifying criteria.

The terms and conditions of the tender are elaborated here under for your kind information.

NSIC being a responsible corporate organisation insist on strict compliance of statutory obligations and request for submission of documents towards deposit of ESI and PF contributions to the concerned authorities and adherence to various provisions of statutory Laws / Acts, as applicable from time to time.

The tender should be in two sealed envelopes separately containing Technical Bid and Price Bid respectively and both put in one Bigger Envelope. The envelopes should be clearly super scribed with the type of Bid, **For providing workmen for “Allied Services” at NSIC, Technical Services Centre, Rajkot.** The envelopes must be addressed to:

General Manager
NSIC Technical Services Centre,
80 Feet Road, Near Bhavnagar Crossing
Aji Industrial Area
Rajkot, Gujarat - 360003

The tender must reach us at the above address on or before **26.12.2019 up to 3.00 p.m.** 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,

General Manager
For & on behalf of NSIC



NSIC TECHNICAL SERVICES CENTRE
The National Small Industries Corporation Limited
(A Government of India Enterprise)
Bhavnagar Road, Rajkot – 360 003

Ref. NTSC/RAJ/P&A/Allied/19-20

Dated: 09.12.2019

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GENERAL MANAGER
ISSUING AUTHORITY

THE TERMS AND CONDITIONS FOR Tender of Allied Services for providing Workmen

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 Deputy 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 Gujarat state only will be eligible for submission of tender.
- 2.2 The allied services will include the following work to be performed by personnel Deployed:-

- a. Technician for Tool Room.
- b. Data entry assistance personnel.
- c. Electricians
- c. Faculty for Incubation Centre
- e. Support staff in various testing laboratories
- f. Other miscellaneous work

- 2.3 The number of persons required for engagement will vary from time to time depending upon the requirement of NSIC.

2.4 PRE-QUALIFYING REQUIREMENTS:

A) All prospective Bidders with minimum three years of continuous experience immediately preceding from date of Bid Opening in Govt. Departments / PSUs / other reputed national level organizations / institutions of comparable magnitude for providing personnel for Allied Services (specified with satisfactory work remark), may submit their tender in separate sealed envelopes in single stage, two Bids i.e. technical Bid & price Bid, addressed to General Manager, NSIC, Technical Services Centre, Rajkot on or before 26.12.2019 up to 3.00 p.m.

B) The annual turnover of the agency should not be less than Rs. 15/- lacs (Rs. Fifteen Lacs) per annum in at least TWO out of preceding THREE years.

- 2.6 The tenders shall be accompanied with a DD/ Pay Order for **Rs. 1,00,000/-** (Rupees One Lakh only) drawn in favour of NSIC Ltd., payable at Rajkot being the earnest money deposit for the above mentioned job. EMD shall be returned to all un-successful Tenderers within 30days of award of tender. EMD will be refunded after receipt of Security deposit from successful Tenderer.

- 2.7 The successful tenderer shall deposit security deposit of an amount equal to **5% of 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 or amount submission by Demand draft, 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.
- 2.8 **Date of issue of Demand Draft / Pay Order should not be before the date of publishing of tender notice.** Tenders received without EMD or relevant documents for meeting eligibility requirements will be taken as non-responsive Tenders and shall be summarily rejected.
Price Bids of only Technically Qualified Tenderers shall be opened and for others it shall be returned un-opened.
- 2.9 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.10 The interested parties are advised to inspect the NSIC 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 or by speed post until 24-12-19. No claim what so ever shall be entertained regarding the ignorance about the site conditions at a later date.
- 2.11 Price-Bids shall be opened only when the Technical Bid is found to be technically qualified. Please see that all relevant documents are submitted or else it may be summarily rejected.
- 2.12 Interested parties are requested to quote their **most competitive rates** (as per the format specified in **Schedule 'A'**).
- 2.13 **Tender observed to be below minimum wages shall be summarily rejected.**
- 2.14 GST (Goods and Services Tax) shall be mentioned separately and proof of submission may also be called by NSIC for releasing the GST amount. .
- 2.15 Technical & Price Bids shall have to be submitted in the Format as per Schedule 'A' and Schedule 'B' respectively.
- 2.16 Conditional tenders will be rejected out-rightly.
- 2.17 The personnel engaged in providing requisite service to the NSIC shall be the employees of the contractor at all times whatsoever and in all case shall claim their remuneration from the contractor. NSIC will not be liable for anything in this regard. However, in cases where monthly payment to personnels are delayed beyond regulatory norms, amount shall be paid by NSIC electronically and same shall be deducted from amount admissible to be paid to contractor.
- 2.18 The contractor shall not sub-contract the services of personnel to others without the written permission of NSIC officer-in-charge.

- 2.19 The contractor shall be responsible for the discipline and conduct of personnel deployed by them. In case indiscipline is observed and quality of personnel deployed on work deteriorates; the contractor shall provide replacement of such personnels when asked in writing by NSIC.
- 2.20 The Contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any abnormal activities.
- 2.21 Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning Regulatory Acts, and in the format so prescribed.
- 2.22 The Contractor shall be responsible to compensate the loss of any kind concluded to be caused due to theft, damage or negligence by his deployed personnel.
- 2.23 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of Rs 100/- (to be brought by them of date after award of wor before the commencement of work.
- 2.24 Contractor will not ask for any enhancement of approved rates other than increase in minimum wages as per minimum wages act 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 regulatory Acts) to his employees.
- 2.25 Preference will be given to MSME registered units as per GFR-2017 rules and MSME are not required to submit Tender document amount or EMD. However, these exemptions are admissible only when they submit documentary proof of being MSME.
- 2.26 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, the Corporation shall have the right to deduct and withhold up to 50% of total dues of the Contractor till the time the proper documents showing proof of compliance are not submitted. In extraneous cases, contract can be broken with one month advance notice by both the parties.
- 2.27 In case of any failure on part of the contractor to provide workmen/ services as enumerated in this tender document, the penalty of an amount of Rs. 500/- (Rupees Five Hundred) per workman which may extend maximum upto 10% of monthly contract value shall be levied on the Contractor.
- 3.0 **QUALIFYING REQUIREMENTS FOR TENDERERS: 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 GST.
 - e. Ownership registration certificate.
 - f. EMD for Rs.1,00,000/- (Rs. One Lakh only) through DD/Pay Order only. **DD/Pay Order should be issued after the date of advt. of tender.**
 - g. Documents in support of experience (of immediately preceding three years) of allied Services work (**with work satisfactory remark**) in Govt. Departments / PSUs (Public Sector undertaking) / 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-----), Number of years and value of the contract, etc. may also be placed along with Bid.
- h. The proof of Rs. 15/- lacs (Rs. Fifteen lacs) annual turnover duly certified by a Chartered Accountant or copy of the return submitted with tax authorities to be submitted.

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 (latest):-

- 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 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 licenses from concerned 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 shall ensure that all grievances and complaints of his workmen are addressed only by him and in no circumstances he shall allow or forward such grievances to any of the authorities of the Corporation.
- 4.7 The Contractor shall ensure that the payment of wages to the workmen employed by him shall be made by account payee cheque or by electronic means directly to personnels account with copy submission to NSIC for records.
- 4.8 Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- 4.9 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 whatsoever 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.
- 4.10 Contractor whose tender is accepted shall obtain a valid license 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 License until the completion of the contract.

5.0 PAYMENT TERMS:-

- 5.1 **The Contractor shall prefer submitting monthly bill. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF & ESI in evidence of his having made such payments to these accounts.**
- 5.2 The Contractor shall prefer his bill after paying the wages to his workmen provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF, ESI.
- 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:-
1. Release of payment as per Minimum Wages Act.
 2. Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.

The amount in such cases will not be released & the decision of Competent Authority of NSIC 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 the Contractor, inspite 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 and the same shall be recovered from due payments of the contractor.

5.5 No mobilization advance is applicable to be provided by NSIC.

6.0 DURATION OF CONTRACT:-

- 6.1 The duration of this contract shall be 12 (twelve) months from the date of award of the work and contract accordingly shall be signed with on the successful party. However, the duration can be extended further for a period of 12 (Twelve) months based upon satisfactory performance (and recommendation of Officer in charge) and completion of the contract, on the same terms and conditions by the NSIC meeting minimum wages act.
- 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 in such cases.
- 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 period.
- 6.4 In exigency conditions, the allied services contract may be extended for three months at expiry of subject contract at same rate and conditions and the successful Tenderer provides their confirmation and acceptance, so as to compete fresh award of services from NSIC side following government procedure.
- 6.5 EMD shall be forfeited for awarded Tenderer if they fail to supply and place manpower within stipulated time or fails to accept the order.

7.0 ARBITRATION clause:-

- 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 NSIC CMD or his authorised representative.
- 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 here 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 AS Amended in 2015 and 2019.
- 7.3 The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings.

GENERAL MANAGER
ISSUING AUTHORITY

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. GST :**
- b) **Registration of the Ownership (Form B) :**
- 8) **Copy of 3 yrs. Experience :**
(name of Orgn., 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 (As per Gujarat State Minimum Wage Act)

S. No	Particulars	Wages @ Per person (Per day)	E.P.F. (As applicable) (Per day)	E.S.I. (As applicable) (Per day)	EDLI, EPF Admin.	Gratuity (if any)	Bonus as per Act	Amount (in Rs.) (Col.3+4 +5)	Service Charges	Total Amt. (Rs.)	GST (As applicable)	Grand Total
1	2	3	4	5	6	7	8	9	10	11	12	13
1.	Unskilled											
2.	Semi-skilled											
3.	Skilled											

1. In certain cases, the salary / stipend will be fixed by HR Dept. of NSIC.
2. Unskilled, semi-skilled and skilled workers are as per the provisions of Minimum Wages Act of State government.

For M/s _____

(_____)
**Authorized Signatory
With Seal.**

Date :
Place :

Name :
Designation:

END OF DOCUMENT