

NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
"NSIC BHAWAN", Okhla Industrial Estate
New Delhi -110 020

Tender Document

for

"Empanelment of Hotels"

for Providing Hospitality Services

Starting Date of Sale/ Downloading : 06.01.2023 (Office hours)
of Tender document

Pre-Bid meet : 16.01.2023 (at 3.00 PM in the
room of CGM (Admn.)

Last date of receipt of tender : 27.01.2023 (by 3.00 PM)

Date of opening of Technical Bid : 27.01.2023 (at 4.00 PM)

Date of opening of Price Bid : To be communicated later

(P. Ravi Kumar)

Chief General Manager (Admn.)



**The National Small Industries Corporation Ltd.
(A Government of India Enterprise)
"NSIC Bhawan", Okhla industrial Estate,
New Delhi – 110 020**

Sealed **tenders** are invited by The National Small Industries Corporation Ltd, New Delhi-110020, from Hotels (including 5-Star) located in the area spread around 10 Kms from NSIC Head Office located at Okhla Industrial Estate, New Delhi-110020, for providing “**Hotel services**” for NSIC officials on official tours under two Bid system i.e. (i) Technical Bid, and (ii) Price Bid.

1. Tender documents and details of terms & conditions for tenderer may be downloaded from NSIC website www.nsic.co.in or CPP portal www.eprocure.gov.in, however in such case, tender fee of Rs.1180/- (inclusive of GST) per tender paid digitally in the account of NSIC as per details given below and proof i.e. UTR number, has to be enclosed along with the tender documents to become eligible to submit the same.
2. The sealed tender super-scribed at the top of envelope as “Tender for providing Hotel Services”, containing Technical Bid & Price Bid in separate envelopes, should be submitted/ should reach duly signed & stamped the tender document & it’s enclosures at the address given below on or before 1500 hrs. on 27.01.2023.

**Chief General Manager (Admn.),
NSIC Bhawan,
Okhla Industrial Estate,
New Delhi-110 020**

3. All participating Bidders are requested that the amount of tender fee of Rs. 1180/- (including GST) and EMD of amount of Rs.5,000/- should be submitted through online mode as per details given below:

Beneficiary	: NSIC Ltd.
Bank Name	: Punjab National Bank, NSIC Bhawan, Okhla Industrial Estate, New Delhi-20
Account No.	0602002100000892
IFSC	: PUNB0060200

4. The units registered with NSIC’s Single Point Registration Scheme /DIC/having UDYAM will be exempted from payment of tender cost and EMD charges. However, for SC/ST unit/ firm/ company, EMD and tender cost will be exempted.
5. Pre-Bid meeting of the prospective tenderers will be held on 16.01.2023 at 3.00 p.m. in the Room of Chief General Manager (Admn.). All interested tenderers are invited to attend the same.
6. Tenders received after the due date and time shall not be accepted.
7. Technical Bids shall be opened on 27.01.2023 at 4.00 p.m. in the presence of constituted committee of NSIC and the representatives of tenderers.
8. Price Bid shall be opened for those tenderers only who technically qualify and also on the basis of the Hotel visit report of the constituted committee. Date and time for opening the Price Bid will be communicated later to the technically qualified tenderers.
9. NSIC reserves the right to accept or reject any or all offers, without assigning any reasons thereof, before award of the contract.
10. The terms and conditions of the tender may be amended before the due date of submission. Bidders are advised to keep track on the website for any corrigendum/addendum issued.

Chief General Manager (Admn.)

Terms and conditions for the Contract

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 “Hotel” shall mean the hotel, its owner and shall include the legal representatives, successors and permitted assignees.
- 1.5 “Competent Authority” means Chairman-cum-Managing Director of the Corporation and his successors.
- 1.6 “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.
- 1.7 “Care Taking Section” shall mean the Administration Division of the Corporation.

2.0 INSTRUCTIONS FOR BIDDERS:-

- 2.1 The hotels located in the area spread around 10 Kms from NSIC Head Office at Okhla Industrial Estate, New Delhi-110020 only shall be eligible for submission of tender.
- 2.2 All prospective tenderers shall submit their Bid in two envelopes superscribed as Envelope “A” & Envelope “B” which will be contained inside one big main envelope addressed to Chief General Manager (Administration), NSIC Ltd., Okhla Industrial Estate, New Delhi-110020. The sealed envelope must be submitted/ reach on or before 1500 hrs. on 27.01.2023. **Each envelope shall be super-scribed as detailed below:**

Mail Envelope	Sub-Envelopes inside main envelope	Contents inside sub-envelopes
Tender for Hotel services	Envelope “A”	Technical Bid, Tender Fee, EMD and supporting documents for eligibility/qualifying criteria
	Envelope “B”	Financial Bid in prescribed format

- 2.3 The Technical Bids shall be accompanied with proof of online payment paid towards tender fee and Earnest Money Deposit or proof of exemption for the above mentioned empanelment. EMD of all tenderers shall be refunded without interest within 15 days from the date of the issue of the award letter for empanelment. EMD shall be forfeited in case if the successful Bidder fails to submit security deposit within prescribed time or refuses to accept the letter of empanelment issued under this tender.
- 2.4 **Bidders registered with NSIC’s Single Point Registration Scheme/ DIC/ having UDYAM will be exempted from submission of tender fee and EMD charges. However, for SC/ST unit/ firm/ Company or for Startup companies having valid certificate issued by DPIIT, they are exempted from submission of tender fee and EMD.**
- 2.5 Price Bids shall be opened for those tenderers only which qualify technically and also on the basis of the report of the constituted committee of officers. Suitable date and time for opening of price Bids shall be communicated to the technically qualified tenderers later on.

- 2.6 The Corporation shall be empaneling the hotels from Delhi located in the area spread around 10 Kms. from NSIC Head Office at Okhla Industrial Estate, New Delhi under each category of 3, 4 & 5 Star hotel subject to the acceptance by shortlisted Bidders to the prices offered by L-1 in each category for providing “**Hotel services**” for NSIC officials on official Tours.
- 2.7 The Hotel should have a conference hall to accommodate at least 50 to 100 persons (with projector, screen & mike facility)
- 2.8 The Hotel should have proper in-house arrangements to provide meals (Vegetarian & non-vegetarian) to the guests.
- 2.9 **Date of issue of online payment for tender fee and EMD should not be before the date of publishing of tender notice.** Tenders received without relevant documents as mentioned in clause No. 5 & 6 below for meeting eligibility requirements shall not be considered for opening of Price Bid.
- 2.10 The tenders shall remain valid for a period of 90 days from the date of opening the Technical Bid.
- 2.11 Interested tenderers are requested to quote their **most competitive rates** (as per the format specified in **Schedule ‘B’**).
- 2.12 The Rates should be quoted for Single & Double sharing basis including breakfast and one major meal (preferably Dinner).
- 2.13 Technical & Price Bids shall have to be submitted in the Format as per **Schedule ‘A’** and **Schedule ‘B’** respectively.
- 2.14 Conditional Bids or the Bids not accepting the terms and conditions will be rejected.
- 2.15 The selected Bidders shall not assign or sublet this contract or any part of it to any other agency in any form. In the event of doing so, it shall result in termination of empanelment and forfeiture of Security Deposit.
- 2.16 Either party shall be entitled to terminate the contract by giving 30 days’ notice in writing to the other party without prejudice to other rights and remedies available to it.
- 2.17 The Corporation reserves the right to modify and / or amend any of the above stipulated conditions / criteria depending upon its requirement. The corporation also reserves the right to cancel the tender without assigning any reason thereof.
- 2.18 The empaneled hotel shall be responsible to make hotel booking for the officers of the Corporation on the request of the authorized officer of the Corporation.
- 2.19 The prospective tenderers should have the compliance of all the relevant Laws, Acts and regulations as applicable from time to time.
- 2.21 After opening the technical Bid, a committee of officers of NSIC shall visit the hotels which qualify technically, to check the facilities viz. room sizes, extra table & chair for guest(s), TV, Wifi facility etc. provided by each one.
- 2.22 On the basis of the report of the committee, the hotels will be shortlisted and Price Bids of only shortlisted Bidders shall be opened to identify the lowest rates offered in each category of hotel (3, 4 & 5 star). All the shortlisted Bidders who agree to provide services at the lowest quoted rates i.e. L-1 with terms and conditions of the tender, may be empaneled with NSIC. The successful Bidders shall enter into an agreement on non-judicial stamp paper as per format attached herewith.
- 2.23 The Corporation may terminate the contract by giving a notice of 30 days in case of breach of any of the terms in the contract or any one or more clauses or if the proprietor of the hotel becomes insolvent or fails / neglects to carry out instructions of the corporation.
- 2.24 The successful Bidders shall deposit security deposit of Rs. 1,00,000/- by way of Bank Guarantee in favour of NSIC Limited from any Nationalized Bank which shall only be released after three months from the date of the completion of the contract. The security deposit shall be interest free. In case of default of any of the terms & conditions of the tender, the agreement etc., security deposit is liable to be forfeited.

2.25 In case of any clarification required, you may send your queries on email to hoadmin@nsic.co.in within 07 days of Bid publishing date.

3. DURATION OF CONTRACT: - The duration of this contract shall be 24 (twenty four) months from the date of contract start date as is to be mentioned in the Agreement to be signed by successful tenderer(s). However the duration can be extended further for a period of upto 12 (Twelve) months based upon satisfactory completion of the contract, on the same terms and conditions as defined in this tender/Contract/Agreement.

4: TERMS OF PAYMENT:

- 4.1 The bills to be raised by the Hotel shall clearly mention the billing components (basic tariff, taxes & levies).
- 4.2 The bill should be accompanied with Check in & check-out slips duly signed by the guests.
- 4.3 The bills of the hotel shall be accompanied with a copy of the booking order duly issued by authorized signatory of NSIC.
- 4.4 The Hotel shall submit the bills to Admn. Division of the Corporation by 15th of following month.
- 4.5 There shall not be any advance payment towards booking of rooms.

5. ELIGIBILITY CRITERIA FOR BIDBIDDERS:

In order to become eligible, the Hotels should have the following documents:-

- 5.1 Ownership proof
- 5.2 Registration for GST
- 5.3 Income Tax Registration/PAN
- 5.4 Registration under Luxury Tax Dept. of NCT of Delhi.
- 5.5 Registration with MCD for Health and Trade Licence
- 5.6 Registration with Fire Department for Fire Licence
- 5.7 Registration "to keep place of public entertainment in Delhi" by Delhi Police.

6. Documents to be accompanied (in the Technical Bid):

The Technical Bid shall comprise of the following documents:-

- 6.1 Proof of online payment towards tender fee of Rs. 1180/- and EMD of Rs.5,000/- or proof of exemption.
- 6.2 Photo Copy of the ownership certificate.
- 6.3 Photo Copy of GST Registration certificate in the name of registered owner.
- 6.4 Photo Copy of PAN or Income Tax Certificate in the name of registered owner.
- 6.5 Photo Copy of the certificate of registration under Delhi Tax on Luxury Act, 1996.
- 6.6 Photo Copy of "The Licence to keep a place of Public Entertainment in Delhi" issued by Delhi Police.
- 6.7 Photocopy of Health / Trade License issued by MCD.
- 6.8 Photocopy of Fire License issued by Delhi Fire Service.
- 6.9 Photocopy of the license obtained from FSSAI
- 6.10 Signed & stamped copy of all the documents including tender documents.
- 6.11 Signed and stamped certification from HRACC i.e. Hotel & Restaurant Approval & Classification Committee issued by Ministry of Tourism, Govt. of India

7. **Code of Ethics:**

The purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”, during the procurement or execution of such contracts. If the Bidders are found in Bid pooling, cartelization or against law on fraud and corruption then their firms may be debarred from participation in all NSIC tenders for three years.

8. **DISPUTE RESOLUTION BETWEEN NSIC AND TENDERER**

1. **AMICABLE SETTLEMENT:**

- i. The parties (i.e. NSIC and Tenderer) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the tender, the parties shall endeavor to settle such disputes amicably, if a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the NSIC and tenderer and shall be chaired by the authorized representatives of NSIC. If the Dispute Resolution Committee is not able to resolve the matter within 30 (thirty) days of its formation, the dispute shall then be referred to Arbitration.

2. **ARBITRATION:** In the event of any conflict/dispute arising out of or in connection with the tender, which has not been resolved in accordance with the procedure laid down in clause 1 above, the aggrieved party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows:

- i. The matter shall be referred by either party to Head of Administration Division, NSIC, Head Office for appointment of Sole Arbitrator.
- ii. 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. The Arbitration proceedings can also be conducted in the English language.
- iii. The arbitration shall be conducted online, as per the discretion of the Arbitral Tribunal.
- iv. The cost of the Arbitration shall be equally borne by both the parties.
- v. The award of the arbitrator shall be final and binding on the parties.

3. The tender shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the tender, shall be subject to the exclusive jurisdiction of the Court at New Delhi.

Chief General Manager (Admn.)
Terms & Conditions accepted
Signature Authorized Signatory with seal

SCHEDULE 'A'

TECHNICAL BID

1. Proof of online payment for tender fee of Rs. 1180/- and EMD of Rs.5,000/- or proof of exemption.
2. Authorization Letter to sign this Tender/Contract/Agreement
3. Copy of the ownership certificate.
4. Copy of GST Registration certificate in the name of registered owner.
5. Copy of PAN or Income Tax Certificate in the name of registered owner.
6. Copy of the certificate of registration under Delhi Tax on Luxury Act, 1996.
7. Copy of "The Licence to keep a place of Public Entertainment in Delhi" issued by Delhi Police.
8. Copy of Health / Trade License issued by MCD.
9. Copy of Fire License issued by Delhi Fire Service.
10. Copy of the license obtained from FSSAI
11. Signed and stamped certification from HRACC i.e. Hotel & Restaurant Approval & Classification Committee issued by Ministry of Tourism, Govt. of India
12. Signed & stamped copy of all the documents including tender documents.

Note: Tenderer must enclose self-attested copies of the aforesaid documents

Date:

Place:

Signature
Authorized Signatory of the Bid Bidder
(With name and Stamp)

Name of Authorized Signatory

Name of Hotel:

Address:

Email ID:

Contact Phone Number:

Agreement for Hotel Empanelment

This agreement is executed on this day of _____

Between

The National Small Industries Corporation Ltd. (A Govt. of India Enterprise), a company incorporated under the Companies Act 1956 and having its Head Office at Okhla Industrial Estate, New Delhi- 110 020 (hereinafter referred as Corporation) which expression shall include its successors and assigns, of the one part

AND

M/s-----, a proprietorship/ partnership/ Pvt. Ltd./ Ltd., having its registered office at -----, acting through Shri _____, hereinafter referred to as the hotel, which expression shall include his successors, representatives and assignees, of the other part.

Whereas M/s. ----- shall provide hotel services to the officers and guests of The National Small Industries Corporation Ltd. (NSIC) on the advice of Administration Division of NSIC Head Office on the agreed terms and conditions from -----
_____.

NOW IT IS agreed by and between the parties as under:-

1. The Agreement for providing Hotel Service to the officers and guests of NSIC and shall be effective from ----- to----- have come into force on 1st -----
_____.
2. The Agreement shall be valid from ----- to-----.
3. The hotel shall allow the stay of NSIC officers and guests, on the basis of getting the booking order duly issued by authorized signatory of Corporation i.e. DGM (Admn.)/ Manager (Admn.).
4. The hotel will provide and maintain the quality of stay (room should be neat & clean) and meal arrangements.
5. The Hotel should have proper in-house arrangements to provide meals to the guests.
6. The hotel will provide the hotel services for the entire period i.e. till validity of agreement as mentioned at serial no.1 above on the following rates:-
 - Single occupancy : Rs -----/- per day
 - Double occupancy : Rs-----/- per day
7. The above charges will include breakfast & one major meal preferably dinner (Veg and Non-veg) and other facilities such as, in room tea/coffee maker, 02 packaged drinking water bottles. There shall not be any advance payment towards booking of rooms. Taxes as admissible shall be extra.

8. The Bills shall be submitted by the Hotel on monthly basis. The bills raised by the Hotel shall clearly mention the billing components (basic tariff, taxes & levies) and shall be accompanied with a copy of the booking order duly issued by authorized signatory of Corporation at time of payment. There shall not be any advance payment towards booking of rooms.
9. The authorized signatory for placing the order will be DGM (Admin.) or Manager (Admin.) as the case may be.
10. No sub-contracting by the hotel shall be allowed for providing the Services as prescribed vide this agreement. In the event of doing so it shall result in termination of empanelment and forfeiture of Security Deposit.
11. The Hotel shall comply with all Acts, bye laws and statutory regulations applicable from time to time in the Govt of NCT with regard to performance of work and the Corporation shall have no liability in this regard. During the period of the validity of the contract the hotel should have validity of the legal documents as mentioned in the tender document i.e :
 - Registration for Goods & Service Tax
 - Income Tax Registration i.e. PAN
 - Registration with MCD/ Issued by concerned authorities i.e. Municipal Corporation of Delhi for Health Licence
 - Registration with MCD/ Delhi Police for Trade Licence
 - Registration with Fire Department for Fire Licence.
 - FSSAI Licence from the concerned authorities.
12. Either party to the agreement shall be entitled to terminate the agreement by giving 60 days' notice in writing to the other party without prejudice to other rights & remedies available to it or if the proprietor/Partner/Director of the hotel becomes insolvent or fails/ neglect to carry out the instructions of the Corporation. However, Corporation may terminate the present agreement without assigning any reason whatsoever.
13. The Hotel agrees to the deduction on account of statutory obligations as per Government notifications & rules.
14. In case, if, it is noticed and found at any stage that the statutory regulations as mentioned in the tender document are not being complied with, then the Corporation shall have the right to terminate the contract without giving any notice.

The parties hereto acknowledge that this agreement constitutes the entire agreement between and the tender document and its annexures are also part and parcel of this agreement.



15. In case, if, it is noticed and found at any stage that a complaint has been raised by the guest (s) the quantum of penalty which will be imposed is as under:

- (i) On receiving complaint for 1st time –10% of the bill amount.
- (ii) On receiving complaint for 2nd time – 30% of the bill amount
- (iii) On receiving complaint for 3rd time – 50% of bill amount and black list of the hotel and forfeiture of the Security Deposit and blacklisting of the Hotel.

16. For any dispute or differences arising between the parties with regard to this agreement the same shall be referred to the Sole Arbitrator appointed by Chairman cum Managing Director of NSIC. Such sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act 1996 (As amended up to date). There shall be no objection by the parties for appointment of such person as Arbitrator. The award of the Arbitrator so appointed shall be final and binding on the parties to this Agreement

The venue of the Arbitration shall be at New Delhi

The cost of Arbitration shall be equally shared between the parties

Language of Arbitration proceedings shall be English

The Courts in the city of New Delhi shall have exclusive jurisdiction

IN WITNESS of above both parties have set their hands to the agreement along with its schedule on the date and month first written in the presence of the witnesses.

Signatures of:

For National Small Industries Corporation Ltd. NSIC Bhawan, Okhla Industrial Estate, New Delhi-110 020	M/s ----- Through Sh..... (Authorized Signatory)
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Witness

Witness

1.

(Signature & name and address)

(Signature & name and address)

2.

(Signature & name and address)

(Signature & name and address)

Schedule-B

Price Bid

<u>Particulars</u>	<u>Category of Star Rating by HRACC</u>	<u>Rates per day (for single occupancy) (Rs.)</u>	<u>Rates per day (for double occupancy) (Rs.)</u>
Room Tariff	3 star		
	4 star		
	5 star		

<u>Particulars</u>	<u>Rates per Day (Rs.)</u>
Conference Room Tariff which includes (2 times tea & buffet lunch with 02 items non-veg.)	
Projector	
Audio mikes	

- The room tariff should include the Breakfast & one major meal preferably Dinner.
- The tariffs in the above table should be excluding of GST as applicable.
- GST as applicable shall be paid extra.
- No other charge will be payable.

Date:

Place:

Signature
Authorized Signatory of the Bid Bidder
(With name and Stamp)