### National Safai Karamcharis Finance & Development Corporation (NSKFDC) NTSC,3rd Floor, E-Block, NSIC, Okhla Industrial Estate- III, New Delhi-110020 Telephone Nos. 011-26382476, 26382478 E-mail: nskfdc-msje@nic.in Website: www.nskfdc.nic.in

### (Tender Document) CPPP-3

No: NSKFDC/P&A/MSME/GeM/378/2024/1108

### 1. <u>INTRODUCTION</u>

National Safai Karamcharis Finance and Development Corporation (NSKFDC), a Government of India Undertaking under the aegis of Ministry of Social Justice & Empowerment. NSKFDC was incorporated on 24 January, 1997 under Section 8 of Companies Act 2013 (earlier Section 25 of the Companies Act, 1956) as a Company not for profit for all round socio-economic upliftment of the Safai Karamcharis, Wastepickers, Manual Scavengers and their dependants throughout India.

### 2. NAMASTE SCHEME

National Action for Mechanized Sanitation Ecosystem (NAMASTE) is a central sector scheme that is going to be jointly implemented by the Ministry of Social Justice & Empowerment (MoSJE) and the Ministry of Housing & Urban Affairs (MOHUA).

The implementing agency for the scheme is National Safai Karamcharis Finance & Development Corporation Limited (NSKFDC). The NAMASTE scheme will be implemented across all Urban Local Bodies (ULBs) (all Cities and Towns, including Cantonment Board (Civilian areas)).

### 3. <u>TENDER/BID OBJECTIVE</u>

NSKFDC under NAMASTE scheme invites tender under Two Bid System i.e. Technical Bid and Financial Bid from experienced and reputed Companies/Firms/Agencies fulfilling conditions as mentioned in this document for the supply of 5 sets of Safety devices for ERSU to Sewer and Septic Tank Workers (SSW) at designated locations PAN India.

### 4. IMPORTANT DATES

S. No.	Activity	Time Line
1	Last Date & Time for Receipt of Bids	26.02.2024
		(upto 12 noon)
2	Date and Time of Opening of Technical Bids and Financial Bids	26.02.2024 at 2:00 PM
3	Date of supply of kits at designated locations	02.03.2024

Dated: 22.02.2024

#### 5. SCOPE OF WORK

The scope of this tender includes the procurement and delivery of 5 sets of Safety devices for ERSU having items with required specifications as per the specifications listed at Annexure-C. The 5 sets of Safety devices for ERSU to be delivered at specified locations to respective consignee as mentioned in Annexure-D.

#### 6. PAYMENT TERMS

- Payments would be done on delivery of the consignment along with Invoice at NSKFDC Office or respective places.
- TDS shall be deducted on all the payments made to the selected bidder on the rates as specified by Govt. of India.
- Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
- All payments will also be subject to liquidated damages as defined in para Liquidated Damages.

### 7. LIQUIDATED DAMAGES

For each day of delay in delivery of the said Safety devices for ERSU due to fault of vendor damages equal to 0.5% of project cost will be levied (upto maximum of 10%).

### 8. ELIGIBILITY CRITERIA/DOCUMENTS TO BE SUBMITTED

- A Certificate from Charted Accountant (CA) mentioning that average annual turnover in last 3 FY i.e. 2020-21, 2021-22, 2022-23 shall not be less than Rs.8.00 lacs per annum.
- Agency should not be black listed/debarred by Central Govt. /State Govt./ or any other
   Government procurement agency at the time of submission of bid.

#### 9. Tender Fee

Tender document may be downloaded from the website www.nskfdc.nic.in or CPPP. A demand draft of **Rs.1000/-** from any commercial bank drawn in favour of "**NSKFDC**" payable at New Delhi shall be submitted along with the bid and it is non-refundable.

The bidders registered with MSME under relevant category, are exempted from the payment of tender fee, if they produce a valid certificate.

### 10. EARNEST MONEY DEPOSIT

Subject to compliance of response submission process, the intending bidders should pay along with bids an Earnest Money Deposit of **Rs.10,000/-** The EMD shall be paid by Demand Draft favor of "**NSKFDC**" payable at Punjab and Sind Bank, Defense Colony, New Delhi. The EMD will not carry any interest.

The bidders registered with NSIC are exempt for payment of EMD, if they produce a valid certificate under relevant category.

The EMD submitted by the bidder will be forfeited if:

- i. The bidder withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if successful bidder fails to accept the LOA
- ii. The bidder withdraws his bid after processing but before acceptance of award of contract issued by NSKFDC
- iii. The bidder violates any of the provisions of the terms and conditions of the tender specifications or fails to supply/deliver goods within specified time.
- iv. The decision to forfeit EMD by the Competent Authority of NSKFDC shall be final and binding.

The EMD will be refunded to:

- v. The successful bidder, after successful completion of delivery.
- vi. The unsuccessful bidders, only after acceptance of award of contract by the selected bidder or in case of cancellation of Tender
- vii. The Earnest Money Deposit (EMD) will be refunded without any interest under all conditions.

Offers received without EMD will be summarily rejected

### 11. <u>INSTRUCTIONS TO BIDDERS</u>

#### a) Submission of Bid

- I. The bids without the tender fee the documents shall not be considered and summarily rejected(if applicable or proof of exemption from payment of Tender Fee has to be given).
- II. The bid shall consist of an envelope containing a covering letter along with the tender fee- DD, EMD(if applicable).

- III. Separate envelope for Technical and Financial bid. The bid without the tender fee, EMD the documents shall not be considered for bidding (if applicable or proof of exemption from payment of Tender Fee, EMD has to be given).
- IV. Technical bid (with supporting documents) & financial bid to be put in separate sealed covers and their evaluation will be done in sequential manner
- V. All pages of bid document as downloaded in PDF format should be signed as token of acceptance of all the terms & conditions in the tender document.

### b) Technical Bid

- i) The bidder should submit a certificate from Chartered Accountant (CA) mentioning that average annual turnover during last 3 FY as indicated above in this document.
- ii) The bidder should submit an Undertaking for Non Blacklisting as per Annexure in this document.

#### c) Financial Bid

Financial Offer should be submitted as per relevant Annexure of this document

- i) The prices quoted in the financial bid should be without any conditions
- ii) Price quotation accompanied by vague and conditional expression such as "subject to immediate acceptance", "subject to confirmation before sales etc." will be treated as being at variance and shall be liable for rejection.
- iii) Where there is a discrepancy between amounts in figures and in words, lower of the two will be taken into consideration.

#### d) Only one Submission Permitted per bidder

Only one submission of response to bid by each bidder will be permitted. All submission, will become the property of NSKFDC.

#### e) Authorized Signatory

The selected bidder shall indicate the authorized signatories who can coordinate, discuss and correspond with NSKFDC, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, authorizing an official or officials of the bidder to discuss, sign agreements / contracts with NSKFDC. The bidder shall furnish proof of signature identification for above purposes as required by NSKFDC

## f) Corrupt and Fraudulent Practices

NSKFDC will reject a proposal for award if it determines that bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The bidder is liable to be blacklisted in such an event

### g) Non Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased / sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of NSKFDC.

### h) Offer Validity Period

Offer/Quote should remain valid for a period of 60 days from the date of opening of the bid.

### i) Completeness of Bid Offer

Failure to furnish all information required in document or submission of offer not substantially responsive in every respect to the tender document will be at the bidder's risk and may result in the rejection of bid offer. The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

### 12. <u>DISQUALIFICATION</u>

NSKFDC may at its sole discretion and at any time during the evaluation of the application, disqualify any applicant, if the applicant:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- c) Is in litigation with the Government of India;
- d) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- e) Submitted more than one application on its own;

#### 13. <u>DELIVERY</u>

The Delivery of 5 sets of Safety devices for ERSU is to completed on or before 1.03.2024 PO is not executed on same day the PO will be deemed to be cancelled.

### 14. PURCHASE ORDER

NSKFDC will issue a Purchase Order to the successful bidder mentioning quantity, delivery and other terms & conditions.

#### 15. PACKAGING

The Supplier shall provide packaging of 5 sets of Safety devices for ERSU to prevent their damage or deterioration during the transit to their final destination.

### 16. PENALTIES ON ACCOUNT of QUALITY FAILURE

If the supplied item do not conform to prescribed tender standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tender within a period of 15 days of the issue of the letter from the NSKFDC, Such stock shall be taken back at the expense of the Tenderer.

#### 17. <u>INDEMNITY</u>

The Supplier agrees to indemnify, defend, and hold harmless the Buyer, its officers from and against any and all claims, damages, liabilities, losses, costs, and expenses arising out of or related to:

- Any defects in the 5 sets of Safety devices for ERSU supplied by the Supplier.
- Any failure of the 5 sets of Safety devices for ERSU to conform to the specifications, warranties, or representations provided by the Supplier.
- Any breach of the terms and conditions of this contract by the Supplier.
- Any negligent acts or omissions, willful misconduct, or violation of applicable laws or regulations by the Supplier or its employees, subcontractors, or agents in connection with the performance of this contract.

#### 18. Arbitration

NSKFDC and selected Bidder will make every effort to resolve dispute amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the special conditions, such dispute will be referred to arbitrator, to be appointed by MD, NSKFDC, New Delhi and the award of the arbitration, as the case may be, will be final and binding on

both the parties. Such arbitration will be governed in all respect by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi only, wherein appropriate Appellate Authority shall also be the Hon'ble High Court of Delhi at New Delhi.

## 19. Applicable Law and Jurisdiction of Court

The contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts)

### 20. Submission of Bid

 The sealed bid should be submitted with superscription "Bid for Supply of 5 set of Safety devices for ERSU for Sewer and Septic Tank Workers" and submit to:

The Chief Manager (Admin.), National Safai Karamcharis Finance and Development Corporation (NSKFDC), NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Estate-III, New Delhi-110020

- Sealed offers shall be received at NSKFDC, New Delhi not later than the time and date specified in the invitation of bid offer.
- Bid offer submitted without Tender Fee & EMD (except eligible for exemption), or sent
  by fax or e-mail will not be considered for evaluation. The bid offer received late after
  last date of submission will not be considered.
- For enquiry kindly contact Chief Manager (Admin.), NSKFDC at nskfdc-msje@nic.in, suresh-nskfdc@nic.in.

#### 21. Evaluation of BID

- Technical bid evaluation will be by the technical committee as constituted by the competent authority.
- Only the technically qualified firms in the bid will be eligible for opening of Financial/Price Bid.
- In determining the lowest evaluated price, the rate quoted per Safety devices for ERSU size inclusive of GST as indicated in price bid shall be taken into consideration and lowest price will be taken into consideration for determination of L1 Bidder.
- If two or more than two Tenderer's are declared as L1 for the same item(s), such Tenderers are eligible for price agreement and the placement of Purchase Orders for such item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidders subject to their capacity.

### ANNEXURES TO THE PROPOSAL

The bid comprises of following schedules / Annexure

Annexure-A	Compliance Sheet - Eligibility Criteria (To be furnished at
	the beginning of Technical Bid)
Annexure-B	Financial Bid
Annexure-C	5 sets of Safety devices for ERSU
Annexure-D	Places of supply

Annexure-A: Compliance Sheet - Eligibility Criteria (To be furnished at the beginning of the Technical Bid)

S. No.	Eligibility Criteria	Compliance ( Yes / No )	Documents Attached at Page No of Technical Bid
1	CA Certificate for Average annual turnover during last 3 financial years should not be less than Rs.8.00 lacs, (ie FY 20-21,21-22 & 22-23) should be submitted		
2	PAN/GST		
3	The Agency should not have been blacklisted (Please submit a self certification for same).	,	
4.	An authorization letter from the bidder must be enclosed with the bid certifying that the person who signed the bid is an authorized person to sign on behalf of the bidder		

### Annexure-B: Financial Bid

Financial Bid						
Financial Bid For (Name of Tender)			<del>-</del>	••		
Company Name	_				 	
Address					 	
Pin Code						
Telephone No.					 	
Email Id	-				 -	•
PAN No						
TIN No.				_		
Contact Person Name					 	

Annexure-C: 5 sets of Safety devices for ERSU

S No.	Name	Image	Specifications
1	Safety Helmet		<ul> <li>IS 2925:latest,EN 397 certified, CE/ANSI and DGMS</li> <li>Shell material: HDPE</li> <li>Chin Strap material: High quality Nylon fibre</li> <li>Loop Crown material: LDPE</li> </ul>
2	Helmet with head torch		<ul> <li>SAF.HAR.52927318</li> <li>Material: ABS (Acrylonitrile butadiene styrene)</li> <li>Helmet With LED Torch</li> </ul>
3	Safety tripod set	# The state of the	
4	Body harness		<ul> <li>EN 361-2002</li> <li>Two adjustable shoulder straps made of min. 40 mm wide polyester antistatic webbing</li> <li>Dorsal/Back attachment D Ring: One Alloy Steel Dorsal D-ring at back to attach lanyards for work restraint and fall arrest</li> <li>Forked rope Double lanyard: Each 1.5 M long, min. 12 mm dia., 3 strands, polyamide rope having two</li> </ul>
5	Gas detector		<ul> <li>scaffold hooks (Alloy Steel - minimum 50 mm opening)</li> <li>4X Multigas Detector (LEL, O2, CO, H2S)</li> <li>Survive a 20-foot drop. With durable rubber grips, a stainless steel clip</li> <li>Lifespan of the detector is greater than 4 years</li> <li>Two exclusive lifesaving safety features: MotionAlert and Instant Alert. When a user becomes immobile for more than 30 seconds, the MotionAlert sensor will activate and sends alerts to others with the immobile user's location</li> <li>Audible alarm of over 95 decibels, a vibrating alarm, and a visual alarm of 4 strategically placed ultra-bright LED lights</li> <li>Equipped with high contrast LCD displays, rechargeable li-polymer batteries with a 24 hour lifespan, and standard 3 year warranties</li> </ul>
	Axial fan blower		<ul> <li>1/2HP, 2600CFM, 250Pa</li> <li>Weight: 10 kg 100 g</li> <li>Item Dimensions: 41.9 x 26.7 x 40.6 centimetres</li> <li>Material: Metal</li> <li>No. of Blades: 3</li> </ul>

7	Airline		Airline connection: Silicon material
	respiratory		Airline adaptor: PVC material
	unit with		Airline Filter details:
	compressor	1	• Filtration: 99, 99% to 0, 01 microns.
		W SIN	Air flow: 1500 l/min maximum.
			<ul> <li>Display: 4.3" WVGA (480 x 800), super bright.</li> </ul>
			Storage conditions: -10- 60 °CPortable Version
			Net Weight: 3.20 kg
			• Dimensions: 32,3 x 31,3 x 10 cm)
			Working air pressure1-8 Bar
			Operation: Can be used by a maximum of 2 operators
			with a respiratory face piece
8	Full body wader suit		Made from 09mm to 1mm waterproof PVC protects
		11	The second secon

### Annexure-D: Places of supply

S. No.	Place of supply	Set of ERSU kits (Nos.)	Amount (in Rs.)
1	Delhi/ Ghaziabad (U.P.)	1	2010/08/07/09
2	Jabalpur (Madhya Pradesh)	1	
3	Greater Jaipur (Rajasthan)	1	
4	Guwahati (Assam)	1 (84.8)	
5	Vijayawada (Andhra Pradesh)	1	
	Total	5	

# Note:-

- 1. The above quantity and locations are indicative only the new loacatios may be intimated well in advance out of 4800 urban local bodies (ULBS) at short notice.
- 2. The quantity may vary with variation upto (+/-) 50%

Thanking You,

Yours faithfully,

Suresh Kumar Chief Manager (Admin.)