

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

IMDC Office

Integrated Marketing Development Centre (IMDC)
3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial Estate
Bhubaneswar-751010, Odisha, Phone: 0674-2586780
Website- www.nsic.co.in, E-mail: Imdc.nsicbbsr@gmail.com

Ref: NSIC/IMDC/BBSR/Security/2019-20

Date: 22/05/2019

M/s. -----

**Subject: Tender for Annual Contract for Providing Security Guards at Integrated Marketing Development Centre (IMDC)
Plot No.-6, Block-D, Mancheswar Industrial Estate
Bhubaneswar-751010, Odisha.**

Sir,

Tender documents in respect of the above mentioned works containing 33 pages as detailed on page 4 (Index) are forwarded herewith. ***Please note that tender is to be delivered in the office of the General Manager (I/C), NSIC-IMDC, 3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial Estate Bhubaneswar-751010, Odisha on or before 05/06/2019 upto 03:00 PM***

The Tender should be signed, dated and witnessed in all places provided for in the documents; all other papers should be initiated.

The tender should be accompanied by Earnest Money Deposit (EMD) as mentioned in Appendix. All the tenders received from the bidders by due date and time shall only be considered for opening. The technical bids would be opened first at 11:00 AM on 06/06/2019. The Price bids of only those bidders/tenderers will be opened whose Technical Bids are found in order.

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

This letter shall form part of the **“ CONTRACT ”** and must be signed and returned along with the tender documents.

Yours faithfully

Encl: 29 pages

(P.C.Nayak)
General Manager (I/C)
NSIC- IMDC, Bhubaneswar

(Authorized signatory of the tenderer with seal.)

NOTICE INVITING TENDER
FOR ANNUAL CONTRACT FOR PROVIDING SECURITY GUARDS

Ref: NSIC/IMDC/BBSR/Security/2019-20

Date: 22/05/2019

Sealed quotations are hereby invited from the eligible parties from under **two bids** system i.e. **Technical Bid & Price Bid** for Annual Contract for Providing Security Guards at **NSIC-Integrated Marketing Development Centre (IMDC),3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial Estate ,Bhubaneswar-751010, Odisha** as per the terms and conditions mentioned in the tender document.

Name of the work	Tender Fee	Earnest Money Deposit (EMD)	Issue of Blank Tender Document	Last Date of Submission Tender
Annual Contract for Providing Security Guards at NSIC-Integrated Marketing Development Centre (IMDC), Plot No.-6, Block-D, Mancheswar Industrial Estate Bhubaneswar-751010, Odisha.	Rs. 500/-	Rs. 22,500/-	From 22/05/2019 to 05/06/2019	05/06/2019 Up to 3:00 PM

1. Blank tender documents (non-transferable) for above work can be obtained from the office of the General Manager (I/C), NSIC - IMDC, 3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial Estate Bhubaneswar-751010, Odisha, on all working days between **10:00 AM to 6:00 PM** except on Holidays and Saturdays & Sundays, after payment of tender fee of **Rs. 500/-** (Rupees Five Hundred only, which includes GST @ 18%) (non-refundable)

The intending tenderers can also download the complete tender document from our website www.nsic.co.in , however in such a case, Rs.500/- per tender has to be deposited to become eligible to submit the same

The tender documents duly completed along with Tender Fee, EMD must be submitted at the office of General Manager, NSIC-IMDC, 3rd Floor, Plot No.-6, Block-D., Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha, on or before 5th June,2019 up to 15:00 Hrs.

The Tender fee of **Rs 500/-** and the Earnest Money Deposit of **Rs. 22,500/-** can be paid either in the form of **Demand Draft** in favour of “The National Small Industries Corporation Ltd.”, payable at Bhubaneswar or through **Digital Payment Mode** such as RTGS/NEFT/UPI etc. to our bank account on or before 5th June,2019 up to 15:00 Hrs. The detail of our bank account is as under:

Name of Account Holder	:	The National Small Industries Corporation Ltd.
Bank Address	:	Punjab National Bank, Mancheswar Branch, Cuttack Road, Bhubaneswar-751010
A/c No.	:	7667005500000017
MICR Code	:	751024025
IFS Code.	:	PUNB0766700

In case of transfer of money towards Tender Fee, Earnest Money Deposit by Digital mode, participating bidder's name should be clearly reflected in narration and information must be forwarded through E-mail: imdc.nsicbbsr@gmail.com along with bank details mentioning 'Tender Fee', 'Earnest Money Deposit' towards providing 'Security Guards.'

The tenderers registered with The National Small Industries Corporation Ltd. under **Single Point Registration Scheme, District Industries Center (DIC) or Udyog Aadhaar** shall be exempted from Tender Fee and the EMD. However, in case the said registered Contractor/Agency become L-1, he will have to deposit the security deposit after award of the work. The copy of the said valid certificate has to be enclosed with the tender document for availing the benefits.

2. Any tender without tender fee and EMD shall be summarily rejected.
3. The intending tenderers should have valid registration with Commercial Taxes/Goods & Services Tax (GST) Department, Employees Provident Fund Organisation (EPFO) and Employees' State Insurance Corporation (ESIC) etc. as applicable.
4. The Earnest Money Deposit will be refunded to the unsuccessful tenderer only after finalization of the contract. In case of the successful tenderer EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
5. NSIC reserves the right to reject any or all the tender without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
6. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the tenderers who resort canvassing will be liable to be rejected.
7. The technical bid submitted by the bidders/tenderers shall be opened on 06/06/2019 at 11:00 AM in the presence of tenderers who wish to be present. After evaluation of Technical Bid, the Price Bid of only Technical Qualified Bidders will be opened.
8. If there is holiday on the date of opening of tender then the tenders shall be opened at 11:00 AM on next working day.

(P.C.Nayak)
General Manager (I/C)
NSIC- IMDC, Bhubaneswar

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

Integrated Marketing Development Centre (IMDC),

3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial Estate,

Bhubaneswar-751010, Odisha

Ph: 0674-2586780, Email: imdc.nsicbbsr@gmail.com

Ref: NSIC/IMDC/BBSR/Security/2019-20

Date: 22/05/2019

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INSTRUCTIONS TO TENDERERS

1. GENERAL:

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule, terms and conditions including all the provisions of the tender document before framing up their tender.

2. SITE PARTICULARS:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions etc. Non- familiarity with the site conditions will not be considered a reason either for extra claims or for not performing the work in strict conformity with the tender conditions. For site any clarification/ information/Assistance, the intending tenderers may contact the General Manager (I/C), NSIC- IMDC, 3rd Floor, Plot No.-6, Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha.

3. ELIGIBILITY CRITERIA FOR TENDERER:

Only those tenderers are eligible for award of work who fulfill the following criteria:

- a. The tenderer should have at least Five years' experiences in similar field of Security Service for providing Security Guards. The bidder has to have experiences of rendering the similar nature of work of at least Five years in last 84 months (March-2012 to March-2019). The experience has to be in Public Sector Units/Banks/Government Departments/Research Organizations/Reputed Private Sector Companies having not less than 5 Security Guards under one roof.
(Please enclose Work Orders and Experience Letters etc. in the Technical Bid).

- b. The tenderer should have successfully executed at least;

- One similar work of 8.80 lacs or more;
OR
- Two similar works of 6.60 lacs or more;
OR
- Three similar works of 4.40 lacs or more;

During the last four years (March-2015 to March-2019)

Similar works means 'Providing of Security Guards for Security Service'.

(Please submit the details of the similar work carried out in the past as per Annexure B and enclose the copies of the Work Orders and Experience Letters etc. in the Technical Bid).

- c. The tenderer should have valid registration with Employees Provident Fund Organization (EPFO).
- d. The tenderer should have valid registration with Employees' State Insurance Corporation (ESIC).
- e. The tenderer should have valid registration with Income Tax Department and should PAN Card in respect of the owner/firm/company as the case may be.
- f. The tenderer should have valid registration with Commercial Taxes/GST Department.
- g. The tenderer should have valid registration with Labour Department of the State.
- h. The tenderer should not have been indicted for any criminal, fraudulent or corruption activity and not have been blacklisted by any Govt. Departments.
- i. Either the Registered Office or one of the Branch Office of the tenderer should be located in Bhubaneswar.

4. SUBMISSION OF TENDER:

- a. The expression “Tender Notice” referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b. The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

Tenders shall be submitted in two separate sealed envelopes Super scribed as following:

ENVELOPE – I (TECHNICAL BID)

Name of work : Annual Contract for Providing Security Guards
At NSIC-IMDC Building, Plot No.-6, Block-D,
Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha

Tender Ref no. : NSIC/IMDC/BBSR/Security/2019-20

Due date : 22/05/2019

Addressed to : General Manager (I/C),
The National Small Industries Corporation Ltd.,
Integrated Marketing Development Centre (IMDC)
3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial
Estate, Bhubaneswar-751010, Odisha .

From : Name & Address of the Tenderer

The Envelope-I (Technical Bid) shall contain the following documents in proof that the tenderer has adhered to the minimum eligibility criteria

- Tender Fee of requisite amount in the form of Demand Draft on a scheduled/nationalized bank in favour of ‘The National Small Industries Corporation Ltd.’ payable at Bhubaneswar if the intending tenderer have downloaded the tender document from our website. Cheque will not be accepted. **Demand Draft should not be issued before the date of advt. of tender.**

The tenderers registered with The National Small Industries Corporation Ltd. under **Single Point Registration Scheme, District Industries Center (DIC) or Udyog Aadhaar** shall be exempted from Tender Fee. *The copy of the said valid certificate has to be enclosed with the tender document for availing the benefit of Tender Fee Exemption.*

- EMD of requisite amount in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of ‘The National Small Industries Corporation Ltd.’ payable at Bhubaneswar. Cheque will not be accepted. **Demand Draft should not be issued before the date of advt. of tender.**

The tenderers registered with The National Small Industries Corporation Ltd. under **Single Point Registration Scheme, District Industries Center (DIC) or Udyog Aadhaar** shall be exempted from Tender Fee and the EMD. However, in case the said registered Contractor/Agency become L-1, he will have to deposit the security deposit after award of the work. *The copy of the said valid certificate has to be enclosed with the tender document for availing the benefit of EMD Exemption.*

- Copy of PAN card.
- Copy of valid GST registration Number.
- Copy of valid EPFO registration.

- Copy of valid ESIC registration.
- Copy of Income Tax Return for last three financial years (FY 2015-16, 2016-17, 2017-18)
- Copy of valid Labour License from the State Government.
- Copy of Work Orders/Experience Certificates from the clients regarding the similar services rendered as described in the qualifying criteria.
- **Documents in support of relevant experience (of five years) of Security Services work (with work satisfactory remark) in Govt. Departments, PSUs & reputed Privet Sector 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, Total no of manpower deployed etc. may also be placed along with bid.**
- Partnership Deed in case of partnership firm.
- Memorandum & Articles of Association in case of limited Company.
- Power of Attorney in favour of person who has signed the tender document. In case of limited company, the authority to sign the tender is to be given under Board resolution.
- Details as required in **Annexure – A**
- Details as required in **Annexure – B**
- Undertaking as required in **Annexure – C**
- The entire tender document except the Price Bid part with each page should be duly signed by the tenderer.

NOTE:

- All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the tenderer/ authorized person.
- The Technical Bid (Envelope-I) should not contain any financial information related to rates of items etc. The Price Bid must be submitted in a separate sealed envelope (i.e. Envelope-II).

ENVELOPE – II (PRICE BID)

Name of work : Annual Contract for Providing Security Guards
at NSIC-IMDC Building, Plot No.-6, Block-D, Mancheswar
Industrial Estate, Bhubaneswar-751010, Odisha

Tender Ref no. : NSIC/IMDC/BBSR/Security/2019-20

Addressed to : General Manager,
The National Small Industries Corporation Ltd., Integrated
Marketing Development Centre (IMDC), 3rd Floor, Plot No.-6,
Block-D, Mancheswar Industrial Estate,
Bhubaneswar-751010, Odisha

From : Name & Address of the Tenderer

The Envelop-II shall contain the Price Bid portion of the tender in prescribed format. It is to be noted that Envelope-II shall contain only PRICES and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Any conditional offer will be rejected.

Both the sealed envelope i.e. Envelope-I and Envelope-II shall be put in another third envelope and sealed properly super scribed with “Tender for Annual Contract for Providing Housekeeping Services at NSIC- Integrated Marketing Development Centre(IMDC), Plot No.-6,Block-D, Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha”

ABNORMAL RATES:

The tenderer is expected to quote rate after careful analysis of costs involved for satisfactory execution of the work considering qualification, experience of the required manpower and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change in the no of workers to be deployed. If it is noticed that the rates quoted by the Tenderer are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the Corporation is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be furnished by the tenderer on demand. Notwithstanding anything here in stated, the rates once accepted by the Corporation shall be final and shall not be subject to any change either on account of un- workability of rates or on any other ground whatsoever.

5. DEVIATIONS TO TENDER CLAUSES

Tenderers are advised to submit the tender strictly based on the terms and conditions and scope of work contained in the Tender Document and not to stipulate any deviations. Conditional tenders are liable to be rejected.

6. VALIDITY OF OFFER:

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tender. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Corporation. In case of tenderers revoking or cancelling their tenders or varying any terms in regard thereof without the consent of the Corporation in writing, the Corporation shall forfeit Earnest money paid by them along with their tender without giving any notice.

7. AWARD OF WORK:

The Corporation reserves the right to split the job into two or more parts and to award the work to separate agencies/Contractor. Work shall be awarded to the lowest tenderer, subject to the work experience and fulfillment of other terms & conditions and specifications. However, NSIC does not bind itself to award the work to L-1 or any tenderer and may cancel the tender in full or part without assigning any reason whatsoever.

8. ACCEPTANCE / REJECTION OF TENDER:

- a. The Corporation does not bind itself to accept the lowest tender.
- b. The Corporation also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- c. The Corporation also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the tenderer(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

9. CORRECTIONS

No corrections or overwriting will be entertained in the Price Bid by using correcting fluid. All correction in Price Bid should be initialed.

10. FIRM RATES.

The rates quoted by tenderer shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation/escalations on this account will be acceptable and offer not containing firm price

shall not be considered.

- 11.** Any addendum/corrigendum issued shall form a part of the tender document. There will not be any press notification on addendum/corrigendum. The prospective tenderers are required to visit NSIC website and CPP portal for all such addendum/corrigendum to this tender document.
- 12.** It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, the tenderer will have to enter into an agreement separately for Integrated Marketing Development Centre on proforma to be provided by the Corporation for work awarded, on a non-judicial stamp paper of requisite value at his own cost within fifteen days of the award of the work.
- 13.** The Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderer only after finalization of the contract. In case of the successful tenderer EMD will be refunded after receipt of the performance security deposit. No interest will be paid on the EMD.
- 14.** A check list of documents/fees etc. is provided on the next page. Tenderers are requested to fill up the response column (Yes/No) before submitting the tender.

General Manager (I/C)
NSIC- IMDC, Bhubaneswar

CHECKLIST OF DOCUMENTS/FEES ETC.

Name of the Tenderer: _____

S.No.	Item Required	Response (Yes/No)
1.	Has the tenderer paid the tender document fees or submitted the copy of Valid Document (NSIC Single Point Registration Scheme Certificate, DIC Registration Document or Udyog Aadhaar Registration Document) for availing tender fee exemption in the prescribed form.	
2.	Has the tenderer submitted the requisite EMD in the prescribed form or the copy of valid Document (NSIC Single Point Registration Scheme Certificate, DIC Registration Document or Udyog Aadhaar Registration Document) for availing EMD exemption along with the Technical Bid (Envelope-I)	
3.	Has the tenderer/ authorized representative of the tenderer signed/initialled all the pages of the tender document except the 'Price Bid' along with required the supporting documents and has enclosed the same in the Technical Bid (Envelope-I)	
4.	Has the Power of attorney/Authority been submitted in the name of authorized representative on a non-judicial stamp paper/under Board Resolution (if applicable).	
5.	Has the tenderer submitted all the required documents in support of Qualifying criteria.	
6.	Does the Technical Bid (Envelope-I) contain any financial information pertaining to Price Bid	
7.	Is the Price Bid (Envelope-II) submitted separately in a sealed envelope	

(Authorized signatory of the tenderer with seal.)

GENERAL CONDITIONS OF CONTRACT

1. Corporation shall mean 'The National Small Industries Corporation Limited (A Government of India Enterprise) "NSIC Ltd., NSIC Bhawan, Okhla Industrial Estate New Delhi-110020 and shall include their legal representatives, successors and permitted assigns.

2. Where the context so requires, words importing the singular only also include the plural and vice versa.

3. DEFINITIONS:

- a. The 'Contract' means and includes the documents forming the tender and acceptance thereof along with the instructions issued from time to time by the 'Officer-in-Charge', formal agreement executed between the Corporation and the Contractor/Agency, and all these documents taken together shall be complementary to one another.
- b. The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c. The 'Contractor/Agency' shall mean the individual or firm or company or agency, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d. The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors.
- e. 'Party' shall mean either 'The National Small Industries Corporation Ltd., New Delhi' or the "Contractor/Agency, as the case may be. 'Parties' shall mean both of them.
- f. The Officer-in-Charge means the Officer of the Corporation, as the case may be who shall supervise and be the In-charge of the works.
- g. The General Manager (I/C) means the officer who holds the charge of that post in the Corporation during the currency of this agreement, to act on behalf of the Chairman of the NSIC Ltd.
- h. The 'Contract Sum' means the sum agreed or the sum calculated in accordance with the prices accepted by the NSIC in the tender and / or the contract / negotiated rates payable on completion of the works.
- i. The 'Final Sum' means the amount payable under the Contract by the Corporation to the Contractor/Agency for the full and entire execution and completion of works, in time.
- j. The 'Date of Completion' is the date/date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the Corporation.
- k. A 'Week' means seven days without regard to the number of hours worked or not worked in any day in a week.
- l. 'Excepted Risks' are risks due to riots (otherwise than among Contractor/Agency's employees and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightning, unprecedented floods and other causes over which the Contractor/Agency has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'Corporation' of the part of works in respect of which a certificate of completion has been issued.
- m. 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer- in-

Charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.

- n. The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

4. LEGAL OBLIGATIONS:

- a. All personnel employed by Contractor/Agency shall be engaged by the Contractor/Agency as his own employees in all respects expressed 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/Agency. The Contractor/Agency shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-
- i. The Contract Labour (Regulation & Abolition) Act, 1970
 - ii. The Contract Labour (Regulation & Abolition) Central Rules, 1971
 - iii. The Minimum Wages Act, 1948
 - iv. The Payment of Wages Act, 1936
 - v. The Workmen's Compensation Act, 1923
 - vi. The Employees' Provident Funds and Misc. Provisions Act, 1952
 - vii. The ESI Act, 1948
 - viii. The Payment of Bonus Act, 1965
 - ix. The Payment of Gratuity Act, -1976
 - x. Service Tax Act.
 - xi. Income Tax Act.
- b. Contractor/Agency 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/Agency shall be sole responsibility of the Contractor/Agency.
- c. If penalized for non-compliance of any of the legal requirements, the Contractor/Agency shall be responsible for the same and deal with the same at its own level and costs, in no way putting any liability on the Corporation.
- d. The Contractor/Agency 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.
- e. The Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. **The Contractor/Agency shall comply with these and obtain requisite licenses 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.
- f. The Contractor/Agency shall also ensure that no workmen below the age of 18 years are employed by it for the above mentioned jobs. Similarly, the maximum age of the workmen deployed should not exceed 50 years.
- g. The Contractor/Agency 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 workmen deployed by him for the above job and shall not pay to his workmen less than the existing rate of Minimum Wages as per provisions of Minimum Wages Act, 1948.
- h. The Contractor/Agency shall on its / his own cost, if required, take necessary insurance coverage in

respect of staff and other personnel for service to be rendered to the Corporation.

- i. The Contractor/Agency will deposit the Goods & Services Tax with concerned authority as applicable and submit the documentary proof of same to the Corporation from time to time.
- j. The Contractor/Agency shall ensure that all grievances and complaints of its/ 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.
- k. The Contractor/Agency shall ensure that the payment of wages to the workmen employed by him, shall be paid online through RTGS/NEFT/UPI and documents in support of the digital transaction should be enclosed along with the bill.
- l. The Corporation shall have no liability or responsibility for the contract workmen employed by the Contractor/Agency and the Contractor/Agency shall fully be responsible for any violation of all applicable workmen/industrial laws. Any such violation shall be deemed to be breach of contract.
- m. The Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- n. All the workers employed by Contractor/Agency shall be considered as employees of the Contractor/Agency 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/Agency and the employees that shall be entirely the dispute between them only. The Corporation shall not be held responsible under ESI Act, PF Act, Bonus Act, etc., and shall also not be responsible for any dispute between the Contractor/Agencys and its employees. The Contractor/Agency will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
- o. The Contractor/Agency shall maintain proper register and record viz. muster roll, Register of wages, Register of overtime, and Register of fines, Register of Advance and wages slab required under the Act (Section 29 & Rule 78). Contractor/Agency shall obtain the signature or thumb impression of the worker concerned against entries relating to them on the muster cum wages register. The entries shall be authenticated by the initial of Contractor/Agency and shall be subject to inspection by the Corporation at any time during the time of contract.
- p. **The Contractor/Agency 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. Any failure to fulfill this requirement shall attract the penal provisions of the contract which includes imprisonment for a term which may extend to three months or with fine or both for which Contractor/Agency is solely responsible.**
- q. **The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.**

5. PENALTIES:

- a. In the event the Contractor/Agency fails to undertake the house keeping work on any particular day either in part or in full or the work executed by him is not found up to the desired standard, the Contractor/Agency is liable to be penalized @Rs.500/- per day (Five Hundred only) which shall be recoverable from his bill. The decision of Corporation to impose the penalty shall be final and binding on the Contractor/Agency on mutual agreement. In case the amount of such penalty exceeds 5% of the contract value at any point of time the contract may be terminated without any further notice.
- b. The Contractor/Agency shall be responsible for the upkeep of all items of furniture, plants,

office equipment and other fittings provided in the premises and shall be liable to make good any loss to the same if damaged due to gross negligence of their employee, as mutually agreed, which shall be recoverable from his monthly bill or any other dues payable to the Contractor/Agency by the Corporation.

6. INSPECTION OF SITE:

The Contractor/Agency shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. MANPOWER:-

- a. The Contractor/Agency shall engage only such workers, whose antecedents have been thoroughly verified by the Contractor/Agency, including character and police verification and other formalities. The Contractor/Agency shall be fully responsible for the conduct of his staff.
- b. The selected agency/bidder/tenderer will be required to pay minimum wages as applicable from **01.04.2019** for 'A' Area, prescribed under the 'Minimum Wages Act' declared by latest **Minimum Wages Act, Gazette No: 431/2018 dated 30.10.2018, Govt. of Odisha**.
- c. **If the rates quoted are found below the minimum wages for the pertinent category, tender will be rejected.**
- d. At least, the following minimum number of workmen for executing the job for Six days in a week (excluding Sundays and National Holidays).

NSIC - IMDC

- Security Guards - 06 Nos.
- e. The above workmen shall be deployed by the Contractor/Agency/Agency in shift as per the direction of GM (I/c) of NSIC. Security Guards must be deployed 7 Days in a week.
 - f. **Requirement of man power indicated above is tentative only. NSIC reserves the right to increase or decrease the number of personnel required and the Contractor/Agency has to supply the manpower at the same 'Service Charge', Terms and Conditions.**
 - g. Contractor/Agency shall deploy his persons in such a way that they get weekly rest and also security must be there in IMDC Building 7 Days in a week. The Contractor/Agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The Contractor/Agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs.
 - h. The Contractor/Agency should ensure to maintain adequate no. of manpower as mentioned above and also maintain a pool of stand-by staff. In case any staff absences from the duty, the reliever of equal status shall be provided by the Contractor/Agency from an existing pool of staff.
 - i. Absence of any person for any working days will be treated as absence/deficiencies in service for which necessary deduction will be made from the bill.
 - j. The knowledge/Information of availability of manpower on daily basis shall be responsibility of Contractor/Agency/selected agency and the same shall be communicated to the Officer-in-Charge. The Contractor/Agency should ensure availability through his representative throughout the contract period

who shall be responsible for manpower availability and their record keeping.

- k. The tenderer shall pay at-least the minimum bonus to the staff deployed in accordance with the Payment of Bonus Act, 1965 irrespective of the profitability or otherwise of the tenderers' business.
- l. The Contractor/Agency shall comply all provision of Contract labour (Regulation and Abolition) Act 1970 and rules framed there under other labour laws affecting contract labour that may be brought in to time to time.
- m. **The Contractor/Agency at all times should indemnify NSIC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. NSIC will not own any responsibility in this regard.**
- n. The Contractor/Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. NSIC shall, in no way, be responsible for settlement of such issues whatsoever.

8. SUFFICIENCY OF TENDER:

The Contractor/Agency shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Price Bid.

9. The Contractor/Agency is required to approach the Corporation for execution of agreement for the said work as per the prescribed proforma to be provided by the Corporation on a non-judicial stamp paper of Rs.100/- or requisite value whichever is higher within 21 working days from the issue of the letter of award.

10. SAFETY CODE:

- a. The Contractor/Agency shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Officer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor/Agency fails to make arrangements and provide necessary facilities as aforesaid the Officer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor/Agency.
- b. **The Contractor/Agency shall provide and maintain at his own expenses 2 sets of complete uniform, rain coat, safety shoes and other accessories i.e. Torch, Whistle baton e.t.c.**
- c. The Corporation shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the Contractor/Agency and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the Contractor/Agency shall be exclusively liable.

11. PRICE BID EVALUATION CRITERIA

- a. The price bid of only those bidders/tenderers will be opened whose Technical Bids are found in order.
- b. The bidders score will be determined on the basis of lowest Service/Agency Charges.
- c. The bidders, who quote unrealistic rate of service charges i.e., 0%, Rs. 1/- e.t.c shall be debarred for further consideration. The bidder may quote percentage up to 2 decimal points. If the bidders quote

percentage with more than 2 decimal points, then up to two decimal points will only be considered without rounding up.

- d. In case two or more bidders offer same percentage of service charges, then the bidder having highest turnover will be considered as 'L 1' bidder. **The decision of the Corporation shall be final and binding.**
- e. The rates in the financial bid should be strictly as per Price Bid Format

12. TERMINATION:

- a. Notwithstanding anything contained hereinbefore to the contrary, the NSIC shall have full power and authority to terminate this Agreement without assigning any reason by giving one month clear notice in writing and in such case the Contractor/Agency shall have no claim for any loss and damage against the NSIC. If the Contractor/Agency abandons his service for which he/she is committed to the NSIC, all his/ her dues e.g. EMD, Security Deposit, etc. will be forfeited by the Corporation.
- b. The NSIC reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor/Agency has failed to perform or observe or fulfill any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the NSIC.
- c. On termination of the Agreement, the Contractor/Agency must immediately, i.e., within 24 hours, withdraw its men and materials from the office and the Contractor/Agency shall have no right to claim any demurrage/ compensation from the NSIC for the loss of job of its employees or whatsoever in as much as it is for the Contractor/Agency to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor/Agency.

13. ACCIDENT OR INJURY TO WORKMEN:

The NSIC shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract.

14. DURATION OF CONTRACT:

- a. The duration of this contract shall be one year (12 Months) from the date of award of the services as is to be mentioned in the services order to be placed on the successful party. However the duration can be extended further on satisfactory completion of the currency of the contract, on the same 'Service Charge', Terms & Conditions.
- b. In case it is found that the Contractor/Agency is not complying with the provisions of State Minimum Wages Act, Employees Provident Fund Act, Employees State Insurance Act, The Payment of Bonus Act and or any other statutory provisions as mentioned in tender, the contract is liable to be terminated at any time by giving one month advance notice to the Contractor/Agency to this effect.
- c. 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.
- d. In case Contractor/Agency desires to terminate the agreement they can do so by giving three months prior notice. However, they have to continue the services till the alternative arrangement is made, on the same service charge, terms & conditions of the agreement.

15. INCOME TAX/TDS/WCT/VAT:

Income tax including surcharge if any and TDS at the prevailing rate shall be deducted from the

Contractor/Agency's bills as per the provision of Income Tax Act.

16. PAYMENT TERMS:

The Contractor/Agency shall prepare his monthly bill which shall be on the basis of State Minimum Wages computed for his workmen, separately for NSIC-Integrated Marketing Development Centre indicating EPF, ESI & Bonus contribution paid for the workmen working in the Corporation and the service charges of the Contractor/Agency.

The Contractor/Agency shall make payment of remuneration/wages to its personnel before 7th of every month by RTGS/ECS directly in the Bank Accounts of the deployed Personnel. After making the payment, the Contractor/Agency shall raise the bill to the Corporation for payment of the settled amount.

The Contractor/Agency will submit to the Corporation a copy of the bank statement showing detail of payment made in the Bank Accounts of the personnel along with vouchers duly signed by the workers for each month.

The payment to the Contractor/Agency shall be made on monthly basis on satisfactory completion of service on presentation of the bill. No advance payment will be made.

The bill shall be presented in duplicate within first week of every month, stating taxes separately. As far as possible the payment will be released within one to two weeks from the date of submission of bills.

The following documents must accompany the bill, failing which the bill shall not be settled.

- a. Certified Attendance Sheet.
- b. Electronic Challan/Slip for deposit of EPF contribution in the name of the person deployed under the contract.
- c. Electronic Challan/Slip for deposit of ESI contribution in the name of the person deployed under the contract
- d. Receipted payment of wage sheet to employees for the preceding month.
- e. Deposit details of GST, as applicable for each preceding month.

These remittance /payments to EPFO & ESIC must be made in a separate challan specifically for the contract personnel deployed at NSIC.

If during the currency of the contract the Minimum Wages are increased by the government's notifications the same shall be effected to the Contractor/Agency with its direct effect on the EPF, ESI, Bonus and Contractor/Agency Service Charges. However, it shall be binding on the Contractor/Agency that he produces the copy of such Govt. notifications as and when is issued by the concerned authority. The reimbursement is only to be made against the proof of payment of the same to the workmen.

Similarly any change in the statutory levies (ESI, EPF, Bonus, Goods & Services Tax etc.) will be applicable automatically.

The Contractor/Agency is required to visit and inspect the work of housekeeping regularly at least once a week with prior intimation to the Corporation. He shall also meet the concerned officer in Corporation once a week/or as required, to enquire the level of performance and note down remarks thereon. He shall immediately ensure to rectify short comings which may be brought to his notice.

All monthly payments claimed from NSIC except 'Service Charges' has to be released to the personnel deployed by the Contractor/Agency and proper record of the same should be maintained.

17. FORCE MAJEURE:

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is

caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the Contractor/Agencys.

18. PERFORMANCE SECURITY DEPOSIT:

Within fifteen (15) working days of the award of contract, the selected Contractor/Agency shall furnish a interest free. Performance Security Deposit amounting to 5% of the annual value of the work order by way of Demand Draft/RTGS/NEFT/Digital Payment mode to NSIC.

If the contract is extended beyond the initial period, the Security Deposit for the extended period will have to be submitted accordingly.

The performance security shall remain valid for a period of sixty (60) days beyond the date of completion of all the contractual obligations by the Contractor/Agency. Performance Security, without any interest thereon, will be returned to the Contractor/Agency on completion of all the contractual obligations of the agency including payment towards wages, EPF, ESI and bonus with respect to the deployed manpower and submitting documentary evidence thereof.

The performance security shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.

19. ARBITRATION AND LAWS:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used onto work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders and these conditions or otherwise concerning the works, or 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 the Chairman-cum-Managing Director of The National Small Industries Corporation Ltd. and if the Chairman-cum-Managing Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman cum Managing Director, The National Small Industries Corporation Ltd. willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of The National Small Industries Corporation Ltd. and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act., Chairman and Managing Director, The National Small Industries Corporation Ltd. shall appoint another person to act, as arbitrator in accordance with the terms of the Contract. It is also a term of this contract that no person other than a person appointed by C.M.D., The National Small Industries Corporation Ltd., as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Indian Arbitration and Reconciliation (Amendment) Act, 2018, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrators may from time to time with consent of this parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings

and so payment due to payable to the Contractor/Agency shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute of difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

The Indian Laws shall govern this contract for the time being in force. The courts at New Delhi / Delhi only shall have the jurisdiction

(Authorized signatory of the tenderer with seal.)

**General Manager (I/C)
NSIC- IMDC, Bhubaneswar**

FORM OF TENDER

To
The General Manager (I/C),
NSIC- Integrated Marketing Development Centre (IMDC),
3rd Floor, Plot No.-6,Block-D,
Mancheswar Industrial Estate, Bhubaneswar-751010,Odisha.

I/We have read and examined the following documents relating to Annual Contract for Providing Security Guards at NSIC-Integrated Marketing Development Centre (IMDC), Plot No.-6, Block-D, Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha.

- a. Notice inviting tender.
- b. Instructions to Tenderers.
- c. Checklist of document/fees/etc.
- d. General Conditions of Contract including Contractor/Agencies, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
- e. Appendix.
- f. Special Conditions of Contract.
- g. Scope of Work.
- h. Annexure A, Annexure B and Annexure C.
- i. Price Bid

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and relevant details at the rates contained in the Price Bid and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

A sum of Rs 22,500/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft (or through Digital Payment Mode) in favour of NSIC Ltd. payable at Bhubaneswar. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money deposit absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document.

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that the Corporation shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

Authorized signatory of the tenderer with seal.....

Duly authorized to sign the tender on behalf of the).....

(Name of the Company.....

Witnesses (Name, Address & Signature)

1.

2.

APPENDIX

- | | | |
|----|---|---|
| 1. | Competent Authority | C.M.D. NSIC or his
Authorized executives |
| 2. | Estimated Value, Earnest money Deposit &
Performance Security deposit | |
| | a) Estimated Annual Value of
the Tender | Rs. 11.00 Lac |
| | b) Earnest Money Deposit | Rs 22,500/- in the form of
Demand Draft/RTGS/NEFT/UPI
to “The National Small Industries
Corporation Ltd.”, payable at
Bhubaneswar |
| | c) Performance Security Deposit | 5% of the contract value. |
| 3. | Authority competent to decide if
“any other cause” of delay is beyond
Contractor/Agency’s control | CMD, NSIC or his
authorized representative |
| 4. | Authority competent to reduce
compensation | CMD, NSIC or his
authorized executive. |

SPECIAL CONDITIONS OF CONTRACT

1. It is assumed that the parties submitting their offers are well aware about the site conditions, nature of work to be carried out etc. Non familiarity with site conditions shall not attract or construed any increase in the rates after acceptance of the offer.
2. The rates quoted by the Contractor/Agency in the Price Bid shall include of Service charge, Applicable Taxes and Other statutory benefits such as EPF, ESI, and Bonus etc. given to the personnel as per labour laws.
3. The rates quoted by the Contractor/Agency shall be firm for acceptance for a period of 120 days from the date of submission of quotation.
4. The personnel deployed by the Contractor/Agency shall always remain employee of the Contractor/Agency and in no case or circumstances whatsoever shall claim to be employee of the NSIC.
5. The Contractor/Agency shall employ only adult trained, efficient and responsible staff with good health and sound mind for the Security work. The Contractor/Agency shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. In no circumstances, persons below 18 years of age and above 50 years of age should be employed.
6. **The Contractor/Agency should provide Identity cards to its staff. In case of any change of staff by the Contractor/Agency, the Corporation should be informed in advance.**
7. In case the any material/property of the IMDC office are damaged/theft due to misuse or mishandling or carelessness by the Contractor/Agency or his employees, the Contractor/Agency will immediately inform the Officer in charge. In such a case, the Contractor/Agency will be liable to replace the item at his own cost or the NSIC shall have the right to recover the loss from the Contractor/Agency's monthly bill.
8. In case it is felt by the Officer-In Charge of NSIC- IMDC Building or any other authorized officer of the Corporation that any workmen of Contractor/Agency is not suitable for carrying out the work inside premises then the workman is to be replaced immediately by the Contractor/Agency (**within one weeks' time**)
9. The personnel deployed by the Contractor/Agency shall perform their duties with due diligence and sincerity and shall not indulge in any unethical practices. If it is noticed that the personnel are involved in unethical practices, they shall be immediately replaced with suitable alternative without hampering the work.
10. For all intents and purposes, the Contractor/Agency shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the Corporation. The persons deployed by the Contractor/Agency in NSIC shall not have claims of any employer and employee relationship against NSIC
11. The materials supplied by the clients shall be used effectively and efficiently and wastage shall be avoided.
12. **In case of unreasonable price quoted by the bidder for disrupting the tender process, EMD of such bidder will be forfeited.**
13. If the Contractor/Agency fails or neglects to observe or perform the terms and conditions of the agreement or any of them, the Corporation may:
 - a. Terminate the Contractor/Agency/and hold the Contractor/Agency liable for all the losses or damages occurred to the Corporation by such failure or neglect; and/or
 - b. Hold the Contractor/Agency liable to pay damages and compensation for loss and in

convenience caused by dislocation of all or any of the services by the sudden discontinuance/dislocation or stoppages.

14. In case the Corporation needs personnel over and above the aforementioned personnel, for NSIC (Bhubaneswar) or for any other place the selected agency/bidder/tenderer shall provide the same on the same '**Service Charge**', **Terms and Conditions**.
15. The Corporation shall not, in any way, be responsible for any disability whether permanent or temporary caused to the personnel during discharge of their duties.
16. Any designated officer of the Corporation shall have a right to check the number of personnel on duty and whether they are doing their duty/work as instructed, at any time without reference to the Agency. Such checking or monitoring of the personnel shall not relieve the Agency from any of its obligations of periodical monitoring, supervising and checking etc. The Agency shall also submit report of such monitoring and surprise checks to NSIC (Corporation) from time to time. On account of any default or negligence in performance of the duty of agency staff provided by the Agency, if the **Corporation incurs any loss or damage by way of their pilferage or any type of damage or loss to its property, the same shall be recoverable from the Agency to the extent such loss or damage**. Decision of the Corporation in this regard shall be final and binding on the Agency.
17. In the event of sudden failure, neglect, dislocation or stoppage of the work by the Contractor/Agency; the Corporation may get done the same by some other agency without any notice to him.
18. The Agency shall remain liable to and shall indemnify the Corporation in respect of all causes of action, claim, damages, compensation or costs, charges and expenses arising out of accident or injury, sustained or to be sustained by the Contractor/Agency or by any workman or other person, whether in the deployment of above said premises arising out of any act of commission or omission, default or negligence, error in judgment on the part of Agency or the Staff and agents of the Agency.
19. The Corporation shall be entitled to terminate this agreement by giving one month notice in writing to the Agency without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the Proprietor of the Agency becomes insolvent or fails and/or neglects to carry out instructions of the Corporation or violates any guidelines of the Corporation or if the Corporation otherwise arrives at a conclusion to terminate this Agreement.
20. After acceptance of the offer of the Contractor/Agency, the Contractor/Agency has to enter into an agreement with NSIC on non-judicial stamp paper of Rs. 100/- or requisite value whichever is higher, within 21 working days of the award of the work. The cost of the non-judicial stamp paper shall be borne by the Contractor/Agency.
21. The Corporation shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.
22. The Contractor/Agency agrees that they are an independent business entity and not an employee or agent of NSIC. The Contractor/Agency further agrees that it is their sole duty to discharge all their legal and statutory responsibility including those mentioned herein irrespective of any factor or reason attributable to NSIC bear no responsibility whatsoever for any liabilities for legal or statutory matter.
23. Measures like smoking, drinking, abusing during the working hours is strictly prohibited and if found that the personnel engaged in such act shall be immediately replace with suitable alternative.
24. The necessary statutory deduction as applicable shall be deducted from the amount payable to the Contractor/Agency and it is mandatory on the part of Contractor/Agency to provide PAN number, GST registration number etc. whenever asked for.
25. The Contractor/Agency has to accept and are fully responsible for all the liabilities arising out with

regard to any compensations /remunerations under any Statutory bodies of whatsoever nature of any major or minor or fatal accident or incident occurred /sustained by their personnel posted at NSIC site, during the course of discharge of their duties/functions inside or outside of the NSIC premises. The Contractor/Agency is also responsible to provide the insurance coverage to their personnel and submit the proof of such coverage to their personnel to the NSIC, whenever asked for.

26. The Contractor/Agency shall not involve themselves in any manner which is detrimental to the NSIC interest or associated themselves in any capacity with NSIC employees. The personnel deployed by the Contractor/Agency shall be disciplined by observing all rules and regulations of NSIC. In case of non-compliance, NSIC reserves the right to terminate the contract without any.
27. The Contractor/Agency should provide 2 sets of complete uniforms of approved colour for the employees deputed at NSIC - IMDC at his own cost along with one pair of safety shoes and other accessories like Torch, Whistle Baton and along with Company Identity Cards.
28. If the Contractor/Agency fails to undertake the job satisfactorily or violates the terms conditions or not attending the work effectively, the Corporation has every right to cancel the contract and forfeit the security deposit without assigning any reason what so ever.
29. During working at site, some restrictions may be imposed by Officer-in- Charge/Security staff of the Corporation or Local Authorities regarding safety and security etc., the Contractor/Agency shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
30. The Agency shall comply with all Acts, law, by-laws and statutory regulations applicable from time to time in the Bhubaneswar with regard to performance of work and Corporation shall have no liability in this regard, whatsoever. **The agency shall submit a copy of audited financial statements to the Corporation for every financial year during the period of contract.**
31. The Corporation shall be entitled to terminate this agreement by giving one month notice in writing to the Contractor/Agency without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the Proprietor of the Contractor/Agency becomes insolvent or fails and/or neglects to carry out instructions of the Corporation or violates any guidelines of the Corporation or if the Corporation otherwise arrives at a conclusion to terminate this Agreement. On termination of the agreement, the liability of the Contractor/Agency for payment of any amount shall cease.
32. 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, then the Corporation shall have the right to deduct and withhold up to 50% of total dues of the Contractor/Agency till the time the proper documents showing proof of compliance are submitted.
33. 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, including the venue, as selected by him.
34. ***All communication should be addressed to the General Manager (I/C), NSIC – IMDC, 3rd Floor, Plot No.-6, Block-D, Mancheswar Industrial Estate, Bhubaneswar-751010, Odisha.***

(Authorized signatory of the tenderer with seal.)

BIDDER'S INFORMATION

- 1) Name of the Tendering Company/Firm :
- 2) Name Of Owner / Partners/ Directors :
- 3) Address Of Office/Offices Full Particulars Of Office Including Telephone No., Fax No. & Email :
- 4) Tender Fee (DD No., Date & Bank or the details of Digital Transaction) :
- 5) EMD (DD No., Date & Bank or the details of Digital Transaction) :
- 6) NSIC SPRS/DIC/ Udyog Aadhar No. :
- 7) Registration Details
 - a. EPFO Registration Number :
 - b. ESIC Registration Number :
 - c. PAN Number :
 - d. GST Registration Number :
- 8) Whether Income Tax Return for the last Three financial year (2015-16, 2016-17, 2017-2018 has been enclosed) : Yes/No
- 9) Whether the Copy of License Issued by Labour Department has been enclosed. : Yes/No
- 10) Whether the copies of EPF, ESIC, PAN and GST Registration Certificates has been enclosed : Yes/No
- 11) Whether the Statement of Experience in the similar field as per **Annexure B** has been enclosed : Yes/No
- 12) Whether the Undertaking as per **Annexure – C** Has been enclosed : Yes/No

(Authorized signatory of the tenderer with seal.)

**FORMAT FOR SUBMITTING DETAILS OF
SIMILAR WORKS COMPLETED**

(This should be mentioned on the letter head of the Bidder/Agency)

S.No.	Description of work	Postal address of client with contact number	Contract Value (In Rs.)	Completed Value (In Rs.)	Starting Date	Completion Date
1						
2						
3						
4						

(Authorized signatory of the tenderer with seal.)

Note:

Please enclose the copies of the relevant Work Orders/Experience Certificate for the details furnished above.

UNDERTAKING

(This should be mentioned on the letter head of the Bidder/Agency)

- I/We declare that I/we, am/are not a defaulter to any Govt. organization/PSU since last 2 years from the date of issue of this tender on NSIC/IMDC/BBSR/Security/2018-19 due to non-compliance of order.
- The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- I/We have apprised myself/ourselves fully about the job to be done during the tenure of period of agreement and also acknowledge bearing the consequences of non-performance or deficiencies in services on my/our part.

(Authorized signatory of the tenderer with seal.)

PRICE BID

A. Security Guards as per the Latest Government Notifications released by Govt. of Odisha and as applicable from 01.04.2019

S.No.	Description	Percentage (%)	Rate per Month (In Rupees)
			Category D
1	Basic Wage plus Variable Dearness Allowance (VDA)	As per latest Minimum Wages Act, Gazette No: 431/2018 dated 30.10.2018, Govt. of Odisha.	
2	Employees State Insurance (ESI)	4.75% of Basic Wage plus VDA	
3	Employees Provident Fund (EPF)	13.15% of Basic Wage plus VDA (Including 12% PF, 0.5% EDLI and 0.65 Administrative charges for EPF & EDLI)	
4	Bonus	As per Bonus act, 8.33% of INR 7000 or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher	
5	Sub Total -1	Sum of S.No. (1) to (4)	
6	Contractor/Agency's Service Charge which should include all expenditure on providing managerial/supervisory/administrative services by all means including cost of uniform.	as a _____percentage of S.No.(5) (Please Mention the Service Charge in % here)	
7	Sub Total -2	Sum of S.No. (5) to (6)	
8	Applicable Goods & Services Tax	18% of S.No. (7)	
9	Total Rate Per Employee (Rounded Off)	Sum of S.No. (7) & (8)	

Amount in Words

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NOTE:

- 1. The Contractor/Agency's Service Charge quoted by the tenderer shall remain unchanged during the period of contract.*
- 2. Any increase/additional claim in minimum wages along with proportional increase in the ESI, EPF, Bonus and Contractor/Agency Service Charges will be borne by NSIC, however this additional claim shall be settled only on submission of bills duly supported by the Government Orders to that effect, after due examination by NSIC. Similarly any change in the statutory levies (ESI, EPF, Bonus, Goods & Services Tax etc.) will also be applicable automatically.*

(Authorized signatory of the tenderer with seal.)