



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Govt. of India Enterprise)**

Tender for

**Engagement of Security Agency
under DGR sponsorship**

at

**NSIC-Livelihood Business Incubator,
Plot No 18, Sonda, Deoria-274001(UP)**

Last date of tender submission	09.03.2022, 11:30AM
Date of tender opening	09.03.2022, 12:00PM

**Deputy Manager,
NSIC-LBI, Deoria**



**THE NATIONAL SMALL INDUSTRIES CORPORATION
LTD.**

(A Govt. of India Enterprise)

Livelihood Business Incubator

Plot No 18, Sonda, Deoria-274001(UP)

Ref: NSIC/LBI/DEO/DGR/2021-22

Date: 16/02/2022

M/s.-----

Subject: Limited Tender for **Engagement of Security Agency under DGR sponsorship** at NSIC–Livelihood Business Incubator, Sonda, Deoria-274001(Uttar Pradesh)

Tender documents in respect of the above mentioned works containing 17 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, NSIC-TSC, A-1, Industrial Estate, ITI Road, Aligarh-202001 on or before 09.03.2022 upto 11:30 AM.**

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

The tender should be accompanied by all the required documents as per the eligibility criteria. The tenders received from the Bidders by due date and time shall only be considered for opening. The tender would be opened **at 12:00 PM on 09.03.2022.**

NSIC being a responsible govt. corporation will insist on strict compliance of statutory obligations i.e. Registration of ownership, EPF, ESI, GST, Income Tax and DGR etc. and adherence to the provisions of various Laws / Acts as applicable from time to time.

NSIC reserves the right to accept or reject any offer, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

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

Thanking you,

Yours faithfully,

**Deputy Manager,
NSIC-LBI, Deoria**

**Signatures of the authorized signatory
of the Tenderer with seal**

**Notice Inviting Limited Tender For Engagement of Security Agency
under DGR Sponsorship at NSIC-LBI, Sonda, Deoria-
274001(UttarPradesh).**

Sealed quotations are hereby invited from security agencies sponsored by DGR vide their letter no: 4014/SA/ NSIC/22 Dec 2021/UttarPradesh/4940/6806/6968/7500 res. dated 22 Dec 2021 for the above mentioned work in **single stage, two envelope method** i.e. **'Technical Bid' & 'Financial Bid'** for Annual Contract for Providing Security Services at NSIC-LBI, Sonda, Deoria-274001(Uttar Pradesh) as per the terms and conditions mentioned in this tender document.

Name of the work	Issue of Blank Tender Document	Last Date of Submission Tender
Engagement of Security Agency under DGR sponsorship	From 16.02.2022 To 09.03.2022	09.03.2022 Upto 11:30 AM

1. Blank tender documents (non-transferable) for above work can be obtained from the office of the Deputy Manager, Livelihood Business Incubator, Sonda, Deoria-274001 (UP) on all working days between 10:00 AM to 6:00 PM except on Holiday, Saturday and Sundays.
2. The Bidders/Tenderers can also download the complete tender document from our website www.nsic.co.in or www.eprocure.gov.in
3. 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.
4. The tender submitted by the Bidders/Tenderers shall be opened on the same day i.e. last date of submission at 12:00 PM in the presence of Tenderers who wish to be present.
5. 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.

**Deputy Manager,
NSIC-LBI, Deoria**

INDEX OF TENDER DOCUMENTS

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GENERAL TERMS & CONDITIONS

1. Definitions:-

- a) "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.
- b) "Contract" means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions.
- c) "Contractor" shall mean the individual or firm and shall include the legal Representative of such individual or the persons composing such firm or the Permitted assignee of such individual or firm or the Corporation.
- d) "Competent Authority" means Chairman cum Managing Director of Corporation and his successors.
- e) "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.
- f) "Security agency" shall mean an agency which is registered with DGR and sponsored to submit tenders in said tender of NSIC-LBI, Sonda, Deoria-274001(Uttar Pradesh).

2. Instructions To Tenderers

- a) The security agencies nominated by DGR for participation in tender at NSIC-LBI Deoria are **only** eligible for submission of tender.
- b) The person for security services will be required to work at NSIC-LBI, Sonda, Deoria-Uttarpradesh-274001. The personnel for security services will include Unarmed Guards.
- c) At present three (03) Unarmed Security Guard are likely to be engaged. The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation.
- d) The contractor will ensure compliance of DGR guidelines in maintaining the composition of Ex-servicemen and civilians.
- e) The tenders shall be valid for a period of 120 days from the date of its opening.
- f) The interested parties are advised to inspect the premises and assess the scope/quantum of work involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the undersigned during office hours on working days. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.

- g) Tender with service charge beyond the limits of DGR guidelines shall not be considered.
- h) GST shall be mentioned separately.
- i) Conditional tenders will be rejected-out rightly.
- j) The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and will claim their remuneration from the contractor. NSIC will not be liable for anything on their part.
- k) The contractor shall not sub-contract the services of personnel engaged/ sponsored by them.
- l) The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and if in case the discipline and the quality of work deteriorate, the contractor shall have to provide replacement of his personnel.
- m) The Contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities which are unbecoming on the part of a person working in a Government Office.
- n) The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- o) Successful Tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value (purchased in the name of the contractor) before the commencement of work.
- p) Contractor will not ask for any enhancement of approved rates during the period of The contract and it shall be his own responsibility to pay the wages, ESI, leave benefits, bonus, medical facilities etc. (as admissible under the relevant Acts) to his employees.
- q) The contractor will provide complete uniform and other accessories i.e. torch, whistle, baton, etc. to all deputed staffs.

3. Eligibility Criteria for Bidders:

The Tenderers will submit the self-attested photocopies of the following documents:-

- a) Copy of DGR Sponsorship letter.
- b) Original valid copy of DGR Empanelment certificate (with photograph and signature of Proprietor/Director)
- c) PSARA License for the state of Uttar Pradesh for operation as the security agency.

- d) Ownership registration certificate of the Tenderer.
- e) Photocopy of the Registration with ESI Department.
- f) PAN Number in the name of registered owner.
- g) Registration with GST.
- h) Registration with EPF Department

4. Legal Obligations :

a) All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws / Industrial Laws of the country, shall be that of the contractor. The contractor shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- 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. GST Act
- xi. Income Tax Act

Contractor shall abide by provision of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the Contractor. If penalized for non-compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the corporation.

- b) Contractor shall fully indemnify NSIC against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/ Acts in relation to the Contract.
- c) 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. He shall also indemnify NSIC from and against any claims under the aforesaid Act and the Rules.
- d) The Contractor shall also ensure that no workmen below the age of eighteen (18)

**Signatures of the authorized signatory
of the Tenderer with seal**

years are employed by him for the above mentioned jobs.

- e) The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- f) The contractor will deposit the GST with concerned authority as applicable and submit the documentary proof of same to the corporation from time to time.
- g) The Contractor shall ensure that all grievances and complaints of 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.
- h) Contractor shall ensure that the payment of wages to the workmen employed by him shall be made by RTGS/NEFT and provide us with the bank statement copy for having transferred the amount to each individual as proof.
- i) Corporation shall have the right to check the implementation of labour welfare laws and rules made thereafter.
- j) All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Corporation in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The corporation shall not in any manner be a party to it. The contractor will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.
- k) Contractor whose tender is accepted shall obtain a valid license under the Contract Labor (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License until the completion of the contract

5. Service Default Clause and Remedy:-

- a) The contractor is responsible for deputing the guards/supervisors as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contractor to provide replacement for the same.
- b) In case of any failure on part of the contractor to provide workmen / services as enumerated in this tender document, the penalty of an amount of **Rs.1000/- per workman per day**, which may extend maximum upto 10% of monthly contract value shall be levied on the contractor.
- c) The successful Tenderer shall deposit security deposit of an amount equal to 3% of total estimated annual value of the contract or as per DGR guideline with this department. The Security deposit will be in the form of Demand draft in Favor of **National Small Industries Corporation Ltd.** Payable at **Aligarh** which shall only

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be released after three months from the date of the completion of the contract. Security deposit shall be returned without any interest.

- d) NIL Service charges are not acceptable and such bids shall be rejected.
- e) In case if it is found that any **statutory charges** quoted by the Bidder as indicated in the Price Bid is less than the applicable charges, it shall be auto- corrected to the applicable charges/values for evaluation of the Price-Bid.
- f) In the eventuality of all the DGR sponsored Agencies quoting the same rates, the award will be contracted to the senior most sponsored Agency.

6. Payment Terms :-

- a) The Contractor shall prefer his monthly bill. The contractor will deposit GST with the concerned authority as per rates applicable from time to time. All the bills so preferred shall invariably be supported by the proof of payment of wages and receipts of EPF &ESI and GST in evidence of his having made payments to these accounts.
- b) The Contractor shall prefer his bill after paying the wages to his workmen including the cost of material provided by him during the month. Contractor shall also enclose copies of the receipts of payments of EPF,ESI and GST.
- c) In case there has to be made any payment to the workmen of the Contractor by the Corporation which otherwise is the responsibility of the Contractor, the same shall be adjusted against the security amount deposited with the Corporation or either deducted from the payment due to the Contractor.
- d) In case the amount to be released to workers is not as per wage bill to be prepared as per DGR Wage Structure or contractor is not able to provide undisputed documentary proof in respect of following:-
 - i. Release of payment as per latest Minimum Wages rates released by DGR.
 - ii. Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
 - iii. GST as applicable as per Statutory Act within stipulated time.

The amount in such cases will not be released & the decision of Competent Authority will be final in this case. In case it is found that no amount of EPF & ESI has been deducted in respect of persons engaged by the Contractor, inspite of having PF A/c. No. & ESI A/c No., in such cases amount of EPF &ESI as per EPF Act & ESI Act will be deducted by NSIC Ltd. in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

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7. Duration of Contract :-

- a) The duration of this contract shall be 24(Twenty Four) months from the date of award of the work and is to be mentioned in the work order to be placed on the successful party. However, the duration can be extended further subject to the approval of DGR and based upon satisfactory completion of the current contract, on the same terms and conditions except the minimum wages (which shall be given as per the prevailing rates, as applicable).
- b) In case it is found that the Contractor is not complying with the provisions of Minimum Wages Act, Employees Provident Fund Act, ESI Act and or any other statutory provisions as mentioned in clause 3 of this letter the contract is liable to be terminated at a notice of 30 days.
- c) Either of the parties shall have the right of coming out of the contract by giving a notice for 30 days in advance during its validity.

8. Code of Ethics:-

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 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 blacklisted.

9. Arbitration:-

- a) Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Chairman-cum-Managing Director of The National Small Industries Corporation Ltd. or its authorized representative.
- b) The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he/she thinks proper and it shall be the duty of the parties here to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him/her. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

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- c) The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings.

**Deputy Manager
NSIC-LBI, Deoria.**

**Signatures of the authorized signatory
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SUBMISSION OF TENDER:

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.

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

ENVELOPE – I (TECHNICAL BID)

Name of work	:	Engagement of Security Agency under DGR Sponsorship at NSIC-LBI, Sonda, Deoria-274001(UttarPradesh).
Tender Ref no.	:	NSIC/LBI/DEO/DGR/2021-22
Due date	:	09.03.2022(Upto 11:30 AM)
Addressed to	:	General Manager, The National Small Industries Corporation Ltd., Technical Services Centre, A-1, Industrial Estate, ITI Road, Aligarh-202001(Uttar Pradesh)
From	:	Name & Address of theTenderer

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

- a) Copy of DGR Sponsorship Letter
- b) Original valid copy of DGR Empanelment certificate (with photograph and signature of Proprietor/Director)
- c) PSARA License for the state of Uttar Pradesh to operation of the security agency.
- d) Copy of PAN card.
- e) Copy of valid GST registration Number.
- f) Copy of valid EPFO registration.
- g) Copy of valid ESIC registration.
- h) Copy of Latest Income Tax Return (FY2020-21)
- i) Copy of Work Orders/Experience Certificates from the clients regarding the similar services rendered as described in the qualifying criteria.
- j) Partnership Deed in case of partnership firm.
- k) Memorandum & Articles of Association in case of limited Company.
- l) 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.
- m) Details as required in Annexure–A
- n) Details as required in Annexure–B
- o) Undertaking as required in Annexure–C
- p) The entire tender document except the Financial Bid part with each page duly signed by the Tenderer.

NOTE:

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

ENVELOPE – II (FINANCIAL BID)

Name of work	:	Engagement of Security Agency under DGR Sponsorship at NSIC-LBI, Sonda, Deoria-274001(Uttar Pradesh).
Tender Ref no.	:	NSIC/LBI/DEO/DGR/2021-22
Due date	:	09.03.2022 (Up to 11:30 AM)
Addressed to	:	The General Manager, The National Small Industries Corporation Ltd., Technical Services Centre, A-1, Industrial Estate, ITI Road, Aligarh-202001
From	:	Name & Address of the Tenderer

The Envelope-II shall contain the Financial 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 superscripted with "**Tender for Engagement of Security Agency under DGR sponsorship at NSIC-LBI, Deoria(Uttar Pradesh)**".

**Deputy Manager
NSIC- LBI, Deoria**

ANNEXURE 'A'

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) RegistrationDetails
 - a. EPFO RegistrationNumber :
 - b. ESIC RegistrationNumber :
 - c. PAN Number :
 - d. GST RegistrationNumber :
- 5) Whether Latest Tax Return for the last Financial year (2020-2021) has been enclosed : Yes/No
- 6) Whether the copies of EPF, ESIC, PAN and GST Registration Certificates has been enclosed : Yes/No
- 7) Whether the Statement of Experience in the similar field as per **Annexure B** has been enclosed : Yes/No
- 8) Whether the Undertaking as per **Annexure-C** has been enclosed. : Yes/No
- 9) Whether valid copy of DGR Empanelment certificate has been enclosed. : Yes/No
- 10) Whether the DGR Sponsorship Letter has been enclosed. : Yes/No
- 11) Whether copy of PSARA License for the state (UttarPradesh) of operation of the security agency Has been enclosed. : Yes/No

ANNEXURE 'B'

**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	Contract Value (In Rs.)	Completed Value (In Rs.)	Starting Date	Completion Date
1						
2						
3						
4						

Note:

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

ANNEXURE 'C'

UNDERTAKING

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

1. 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/LBI/DEO/DGR/2021-22 due to non-compliance of order.
2. 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.
3. 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.

FINANCIAL - BID:

For Providing Three Security Guard without Arms as per latest DGR Wage Structure

SL. No.	Description	Percentage (This is to be read with latest rules /act/regulations & policies promulgated by Government)	Amount (In Rupees)	Remarks
(a)	Basic Wage (BW) plus Variable Dearness Allowance(VDA)			As service provider has to Strictly pay all security guards as per latest wages rates issued by DGR with effect from 01.10.2021 or latest for AREA-C (as Deoria is lies under AREA-C category), so Not requirement to mention other things in this format. Only mention service charges in percentage in below row of Services charges.
(b)	Employees State Insurance (ESI)	____% of BW plus VDA		
(c)	Employees Provident Fund (EPF)	____% of BW plus VDA		
(d)	Employees Deposit linked Insurance (EDLI)	____% of BW plus VDA		
(e)	Administrative charges (EPF & EDLI)	____% of BW plus VDA		
(f)	House Rent Allowance (HRA)	____% of BW plus VDA or Rs. 3600/- whichever is higher		
(g)	ESI on HRA	____% of HRA		
(h)	Bonus	As per Bonus act,____% of INR ____ or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher		
(i)	Uniform outfit allowance	____% of BW plus VDA		
(j)	Uniform washing	____% of BW plus VDA		
(k)	Sub- Total	Sum of S. No. a to j		
(l)	Relieving Charges	1/6th of total of S. No. k		
(m)	Total Cost per Day	Sum of (k) &(l)		
(n)	Service Charge	As ____percentage of S.No. (m) (Please Mention the Service Charge in % here)		
(o)	Sum Total	Sum of (m) &(n)		Not required others things to mention in this format, only mention service charge in percentage in above row of Service charges.
(p)	GST	As per prevailing rates		

Rates of allowances will be payable as admissible by law as on date.

Service charges shall be competitive/ reasonable and shall not be abnormally low or high.

Bonus is mandatory as per payment of Bonus Act, 1965(as amended).

List of DGR Sponsored agencies who can participate in limited tender:

4940 Sqn Chetna Gulia M/s Chetna Gulia,SA	6806 Col Harpreet Singh M/s Harpreet Singh,SA	6968 Maj Gen Yashpal Singh Mor M/s Yash Pal Singh Mor,SA	7500 Wg Cdr Pradeep Singh Negi M/s Pradeep Singh Negi,SA Hem Chandra Pandey,SA
Shop No-02, Yogichaura, Shakti Nagar Sonbhadra (UP)231222	Shop No-02, Plot No 6 Rachana Palace Kotali Bagichi Agra (UP) PIN-282009	Shop No-62A/02/DT-32 Subhash Park Khora Ghaziabad (UP) PIN-201303	Office No-313, Sharma Market, 3 rd Floor Above PNB Bank, Hoshiyarpur Sector-51, Noida (UP) 201303
Tel No Mob No 8219574439 ,9718888722 Fax : Email : chngulia@gmail.com	Tel No : Mob No:9045437128 Fax : Email:harpreetsinghmann15@gmail.com	Tel No : Mob No: 8120024448 Fax : Email:moryaspal62@gmail.com	Tel No : Mob No 9958439957 Fax : Email negisingh1966@gmail.com

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