

**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A Government of India Enterprise)
TECHNICAL SERVICES CENTRE**

**Tender Document
(Under limited Tender Enquiry)**

For

SECURITY SERVICES (DGR APPROVED)

At

**NSIC Technical Services Centre
Neemka, District Faridabad**

Email : ntscneemka@nsic.co.in

Website: www.nsic.co.in or www.eprocure.gov.in

Last date of receipt of tender : 02.02.2023 (Latest by 03:00 PM)

Pre-Bid Meet : 23.01.2023 (At 03:00 PM)
(NSIC Neemka)

Date of opening of Bid : 02.02.2023 (At 4:00 PM)
**(In Conference Room of NTSC,
Neemka, Faridabad)**

**General Manager
For NSIC Technical Services Centre, Neemka**



The National Small Industries Corporation Ltd.
(A Government of India Enterprise)
Technical Services Centre,
Neemka, District Faridabad (Haryana)

No: NTSC-N/Admn/Security/DGR/2022-23

Dated: 13-01-2023

M/s. -----

Subject: - Notice Inviting Tender (NIT) for providing Security Services at NSIC Technical Services Centre, Neemka, District Faridabad (Haryana).

On behalf of "Chairman cum Managing Director", NSIC Limited, sealed bids are invited from DGR sponsored agencies as per their email dtd 27-12-2022 ref: 73120/SA/NSIC/2022/HR/7038/7447/7645/Emp for the above mentioned work proposed to be awarded to the most suitable bidder as per criteria defined in the said communication. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

It is required by terms of the tender that 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.

The Bid should be submitted in a sealed envelope superscribed with the words "**Bid for providing Security Services at NSIC-Technical Services Centre, Neemka, District Faridabad (Haryana)**". It should contain two separate sealed envelopes, each superscribed with "**Technical Bid**" and "**Price Bid**" respectively. Self-attested copies of the documents as per **Clause 3.0** of this NIT should form part of the "**Technical Bid**". The envelope containing the "**Price Bid**" should contain the pricing information duly filled and signed in the prescribed Performa as per **Schedule 'A'** of this NIT. The envelope containing the Bid should be addressed to:

**General Manager
NSIC-Technical Services Centre (TSC),
Tigaon Road, Neemka, District Faridabad -121004 (Haryana)**

The Bid must reach at the above address on or before **02.02.2023 upto 3:00 PM.**

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

Thanking you,

Yours faithfully,

**General Manager
For NSIC Technical Services Centre, Neemka**



THE NATIONAL SMALL INDUSTRIES CORPORATION Ltd.,
(A GOVERNMENT OF INDIA ENTERPRISE)
NSIC BHAWAN, OKHLA INDUSTRIAL ESTATE
NEW DELHI –110020

Ref. NTSC-N/Admn/Security/DGR/2022-23

Dated: 13-01-2022

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GENERAL MANAGER
For NSIC Ltd.

Terms and Conditions

1.0 Definitions: -

- 1.1 “Corporation” shall mean The National Small Industries Corporation Ltd. (A Govt. of India Enterprise) Okhla Industrial Estate, New Delhi. 110020, and shall include their legal representatives, successors and permitted assignees.
- 1.2 “Contract” means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the terms and conditions & agreement.
- 1.3 “Contractor” shall mean the individual or firm or company and shall include the legal representative of such individual or the persons comprising such firm or company or the permitted assignee of such individual or firm or the Company of Service Provider.
- 1.4 “Competent Authority” means Chairman cum Managing Director of Corporation and his successors.
- 1.5 “Officer In Charge “ shall mean the officer of the Corporation, not below the level of Deputy Manager, designated by “Competent Authority.” as the case may be, who shall supervise and be in-charge of such works.
- 1.6 “Security Agency” shall mean an agency which is registered with DGR and sponsored to submit tenders in NSIC.

2.0 INSTRUCTIONS TO TENDERERS: -

- 2.1 The security agencies nominated by DGR for participation in NSIC shall be eligible for submission of tender.
- 2.2 The personnel for security services will be required to work at following place: -

NSIC Technical Services Centre, Neemka, District Faridabad (Haryana).

- 2.3 The personnel for security services will include the following: -
 - a. Supervisor
 - b. Armed Guards
 - c. Unarmed Guards
- 2.4 At present 8 (Eight) Nos. (7 (Seven) Nos. Unarmed Guards and 1 (One) Supervisor) are required. Armed Guards may also be required on need basis. The number of persons required for engagement will vary from time to time depending upon the requirement of the corporation. The total head count will not be less than 4 including the Supervisor at any point of time during the Contract.
- 2.5 The Contractor will ensure compliance of DGR guidelines in maintaining the composition of Ex-service men and civilians.
- 2.6 The prospective Bidders, as per DGR guidelines, are exempted to deposit the Earnest Money Deposit (EMD).
- 2.7 The successful bidder shall deposit a performance security of an amount equal to **3% of Total Estimated Annual Value** of the contract with this Corporation. The said deposit may be in the form of Bank Guarantee from any Nationalized Bank which shall remain valid for a period of ninety days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of performance security shall also be

extended by the contractor accordingly. The successful bidder is also allowed to deposit the performance security of requisite amount by way of electronic mode of payment in the specified bank account of NSIC. No interest shall accrue on this security deposit.

2.8 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 Superscribed as following:

ENVELOPE – I (TECHNICAL BID)

Name of work	:	“Bid for providing Security Services at NSIC Technical Services Centre, Neemka, District Faridabad (Haryana)”
Tender Ref no	:	NTSC-N/Admn/Security/DGR/2022-23
Due Date	:	02.02.2023 (Upto 15:00 PM)
Addressed to	:	General Manager, NSIC-Technical Services Centre (TSC), Tigaon Road, Neemka, District Faridabad -121004 (Haryana)
From	:	Name & Address of the Tenderer

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

- Registration certificate of the Bidder issued from Labour Department of the State.
- Copy of UDYAM Registration Certificate, if available, in case of MSME.
- Photo copy of the Registration with ESI
- PAN Number in the name of registered owner
- Registration with GST Department.
- Registration with EPF Department
- Registration certificate with DGR
- Signed copy of NIT.

Note:-

- All the photocopies of the documents enclosed with the Technical Bid in support of qualifying criteria should be signed by the Tenderer.
- 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	:	“Bid for providing Security Services at NSIC-Technical Services Centre, Neemka, District Faridabad (Haryana)”
Tender Ref no	:	NTSC-N/Admn/Security/DGR/2022-23
Due date	:	02.02.2023 (Upto 15:00 PM)
Addressed to	:	General Manager, NSIC-Technical Services Centre (TSC), Tigaon Road, Neemka, District Faridabad -121004 (Haryana)
From	:	Name & Address of the Tenderer

The Envelop-II shall contain the Financial Bid portion of the tender in prescribed format as per Schedule “A” of this NIT. 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 superscribed with “**Bid for providing Security Services at NSIC-Technical Services Centre, Neemka, District Faridabad (Haryana)**”

- 2.9 The performance security shall be returned in the same bank account of the bidder from which it was received by the Corporation after the successful completion of contract and after adjusting dues, if any, to the Corporation.
- 2.10 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 revoke/forfeit the Performance security without assigning any reason what so ever.
- 2.11 If the successful bidder refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame specified by the Corporation, the bid would be liable to be rejected and DGR shall be advised to blacklist such bidder.
- 2.12 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.13 The Corporation is not bound to accept the lowest or any bid and may at any time terminate the tendering process.
- 2.14 The prospective bidders 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.
- 2.15 Only the DGR sponsored agencies mentioned in Schedule “B’ of this NIT are eligible to quote their **most competitive rates** (as per the format specified) in Schedule ‘A’.
- 2.16 Tender **with service charges beyond the limits of DGR guidelines shall not be considered.**
- 2.17 GST shall be mentioned separately.
- 2.18 **In case of tie in the service charges offered by bidders, criterion of seniority shall prevail for consideration of the bid(s).**
- 2.19 Conditional tenders will be rejected outrightly.
- 2.20 The personnel engaged in providing the requisite services to the NSIC shall be the employees of the contractor and shall claim their remuneration from the contractor. NSIC shall not be liable for anything on their part.
- 2.21 The contractor shall not sub-contract the services of personnel engaged / sponsored by them.

- 2.22 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 deteriorates, the contractor shall have to provide replacement of his personnel.
- 2.23 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.
- 2.24 The Contractor shall have to furnish all the information required by NSIC to fulfill requirements of the concerning applicable Laws/ Acts, and in the Form so prescribed.
- 2.25 The Contractor shall be responsible to compensate the loss of any kind to NSIC caused due to theft, damage or negligence by his personnel.
- 2.26 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- 2.27 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.
- 2.28 The contractor will provide to its staff complete uniform and other accessories i.e. torch, whistle baton, Metal detector etc.
- 2.29 The armed guards will be carrying guns and ammunition etc. with valid licenses and permission from the local authorities.

3.0 a) ELIGIBILITY CRITERIA FOR BIDDERS:-

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

- a. Registration certificate of the Bidder issued from Labour Department of the State.
- b. Copy of UDYAM Registration Certificate, if available, in case of MSME.
- c. Photo copy of the Registration with ESI
- d. PAN Number in the name of registered owner
- e. Registration with GST Department.
- f. Registration with EPF Department
- g. Registration certificate with DGR
- h. Signed copy of NIT.

b) Tender documents:

This NIT is available on NSIC Website and can be downloaded from URL: <https://www.nsic.co.in/tender/Current-Tenders> till 02nd Feb' 2023 latest by 03:00 PM

4.0 LEGAL OBLIGATIONS:-

- 4.1 All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor. The contractor shall

specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments: -

- a) The Contract Labour (Regulation & Abolition) Act, 1970
- b) The Contract Labour (Regulation & Abolition) Central Rules, 1971
- c) The Minimum Wages Act, 1948
- d) The payment of Wages Act, 1936
- e) The Workmen's Compensation Act, 1923
- f) The Employees' Provident Funds and Misc. Provisions Act, 1952
- g) The ESI Act, 1948
- h) The Payment of Bonus Act, 1965
- i) The Payment of Gratuity Act, 1976
- j) GST Act
- k) Income Tax Act

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

- 4.2 The Contractor shall fully indemnify NSIC against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provisions of any of the Laws/ Acts in relation to the Contract.
- 4.3 The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. The Contractor shall also indemnify NSIC from and against any claims under the aforesaid Act and the Rules.
- 4.4 The Contractor shall also ensure that no workmen below the age of 18 years are employed by him for the above mentioned jobs.
- 4.5 The Contractor shall on his own cost, if required, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Corporation.
- 4.6 **The contractor will deposit the GST with concerned authority as applicable and submit the documentary proof of same to the corporation from time to time.**
- 4.7 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.
- 4.8 The Contractor shall ensure that the monthly payment of wages to the workmen employed by him, shall be made by **RTGS/NEFT/Cheque** and also in the presence of the representative of the Corporation.
- 4.9 The Corporation shall have the right to check the implementation of Labour welfare laws and rules made thereafter.
- 4.10 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.

4.11 The Contractor whose tender is accepted shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License until the completion of the contract.

5.0 DEFAULT CLAUSE: -

5.1 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.

5.2 In case of any failure on part of the contractor to provide workmen / services as enumerated in this tender document, the penalty of an amount of Rs.500/- per workman per day, which may extend maximum upto 5% of monthly contract value, shall be levied on the contractor.

6.0 PAYMENT TERMS: -

6.1 The Contractor shall prefer his monthly bill. 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.

6.2 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.

6.3 In case, it is noticed and found at any stage that the statutory regulations relating to EPF, ESI, Bonus, GST etc. are not being complied, then the Corporation shall have the right to deduct and withhold upto 50% of total dues of the Agency till the time the proper documents showing proof of compliances are not submitted.

7.0 DURATION OF CONTRACT: -

7.1 The duration of this contract shall be 12 (**twelve months**) from the date of award of the work as is to be mentioned in the work order to be placed on the successful party. However, the duration may be extended further for another period of 12 (Twelve) months subject to the acceptance of DGR and based upon satisfactory completion of the existing contract, on the same terms and conditions contained in this NIT and on the same rate of service charge.

7.2 In case it is found that the Contractor is not complying with the provisions of DGR guidelines, EPF Act, ESI Act and or any other statutory provisions as mentioned in clause 4.1 of this tender the contract shall be liable to be terminated by the Corporation without notice.

7.3 Either of the parties shall have the right to terminate the contract by giving a written notice for 30 days in advance during its validity.

8.0 ARBITRATION: -

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

8.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the sole Arbitrator so appointed shall be final and binding on all the parties to the contract.

- The cost of Arbitration shall be equally shared between the bidder and NSIC.
- Language of Arbitration proceedings shall be English.
- The courts at Faridabad shall have exclusive jurisdiction

GENERAL MANAGER
For NSIC Technical Services Centre,
Neemka, Faridabad

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

PRICE BID

(Amount in Rs. per person per head)

Sl. No.	Details of Pay	Supervisor	Security Guard (without arms)	Security Guard (with arms)/ Gunman
1	Basic + VDA			
2	ESIC @ 3.25% of Basic + VDA			
3	EPF @ 12% of Basic + VDA			
4	EDLI @ 0.5% of Basic + VDA			
5	Admin Charges @ 0.5% of Basic + VDA			
6	HRA @ 16% on Basic + VDA or (3600, whichever is higher)			
7	ESIC on HRA @ 3.25%			
8	Bonus 8.33% of Basic + VDA			
9	Uniform Outfit Allowance @ 5% of Basic + VDA			
10	Uniform Washing Allowance @ 3% of Basic + VDA			
11	Total of Sr. 1 to 10			
12	Relieving Charges 1/6 th of Sr. 11			
13	Total of Sr. 11 & 12			
14	Service Charge @ ___% of Sr. 13			
15	Total of Sr. 13 & 14			
16	Goods & Service Tax @ ___% of Sr. 15			
17	Grand Total (Total of Sr. 15 to 17)			

Note:

- # Rates of allowances from sl. no. 1 to 10 and 12, will be payable as admissible by DGR guidelines as on date.
- # Service Charge quoted by the Bidder at S.no 14 above shall be compared for Evaluation.
- # Order shall be awarded to the Bidder with Lowest service charges offered subject to qualifying all eligibility criteria in Technical Bid.

For M/s _____

(_____)
Authorized Signatory
With Seal

Date :
Place :

Name :
Designation:



LIST OF DGR SPONSORED BIDDERS WHO CAN PARTICIPATE IN THE LIMITED TENDER

S.No.	Code / Name of Agency
1.	7038 / M/s Amandeep Panjete Security Agency, Panchkula, Haryana
2.	7447/ M/s Manish Agarwal Security Agency, Panipat, Haryana
3.	5888/ M/s Suresh Chand Security Agency, Gurgaon, Haryana

Non-Judicial Stamp Paper

Agreement for Security Services

This agreement is executed on this date _____ between The NSIC Technical Services Centre, Tigaon Road, Neemka – 121004 (A Govt. of India Enterprise). A company incorporated under the Companies Act 1956 and having its Registered Office at NSIC Bhawan, Near Okhla Industrial Estate, New Delhi 110020 (hereinafter referred as Corporation) of the one part

AND

Col. _____ S/o Sh. _____, proprietor/ Director of (_____ name of agency with complete address _____) (hereinafter referred to as the Agency) which expression shall include his legal heirs/ successors, representatives and assignees of the other part.

Whereas M/s _____ (with complete address) _____ a proprietorship firm has quoted its rates to provide Security Services to the Corporation w.e.f. _____

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

1. The contract for providing Security Services shall be deemed to have come into force on ____ day of the month of _____ of the year _____.
2. The contract shall be valid for the period from _____ to _____ which may further be extended with the consent of both the parties for a period of 12 months on the similar terms and conditions subject to the approval of DGR.
3. Either party shall have right to terminate the contract subject to giving a notice of 30 days.
4. The Corporation shall be entitled to terminate this agreement by giving 30 days' notice in advance 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 or owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirement of work. On

termination of the Agreement, the liability of the Corporation for payment of any amount shall cease.

5. The personnel for security services will include the following: -
 - a. Security Supervisor.
 - b. Security Guards.

The supervisor and the personnel must be as per requirement of the Corporation for effective discharge of their duties.

6. The Agency shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other contractor without prior written consent of the corporation.
7. The Agency shall ensure compliance of DGR guidelines and other statutory regulations during the continuation of the Contract.
8. The Agency shall furnish the following documents in respect of the personnel engaged by him: -
 - a) List of the security guards engaged by the Agency as per the requirement of the corporation with all personal details of the individuals, i.e. date of birth, marital status, address, educational qualification & experience etc.
 - b) Character certificate duly verified/certified by the Agency.
9. The Agency shall engage the man power who has attained the age of 18 years.
10. The Agency will provide to its staff complete uniform and other accessories i.e. torch, whistle baton etc. as per the requirement of DGR guidelines.
11. 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 Corporation or by any workman or other person, whether in the employment of NTSC 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 employees of the Agency.
12. The Agency shall deposit security deposit of an amount equal to **5% of total estimated annual value** of the contract with this department before the start of the contract. The security deposit will be in the form of Bank Guarantee from any Nationalized Bank which shall only be released after three months from the date of the completion of the contract. In case if the annual value of the contract increases at least by 10% during the continuance of the contract, the Agency will submit the additional Security deposit to make up for the limit of 5% as above. The Security Deposit shall be interest free.
13. The Agency shall pay the wages of the personnel by Cheque / Bank transfer by 7th of each month positively in the presence of an authorized officials of the Principal Employer and shall comply with the statutory regulation relating to EPF, ESI, Bonus etc. (if applicable). The details of payment released by cheque by the Agency to the personnel shall be provided along with bank statements of security personnel to whom cheques have been issued.

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14. 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 Agency till the time the proper documents showing proof of compliance are not submitted.
15. In case of any failure on part of the Agency to provide workmen/ services as enumerated in this tender document, the penalty of an amount of Rs.500/- per workman, which may extend maximum up to 10% of monthly contract value shall be levied on the Agency.
16. In case there has to be made any payment to the workmen of the Agency by the Corporation which otherwise is the responsibility of the Agency, the same shall be adjusted against the security amount deposited with the Corporation or either deducted from the payment due to the Agency.
17. The agency shall be paid monthly professional charges only as per the rate structure revised and notifications of Government of Haryana.
18. In case the amount to be released to workers is not as per wage bill to be prepared as per Minimum Wages Act or Agency is not able to provide undisputed documentary proof in respect of following: -
 - i) Release of payment as per Minimum Wages Act.
 - 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 (as admissible) & ESI has been deducted in respect of persons engaged by them by the Contractor, in spite of having EPF A/c. No & ESI A/c No., in such cases amount of EPF & ESI as per EPF Act & ESI Act will be deducted by the Principal Employer in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such Agency.

19. The agency shall comply with all Acts, by laws and statutory regulations applicable from time to time in the state of Haryana with regard to performance of work and the Corporation shall have no liability in this regard whatsoever.
20. The personnel, employed by the Agency shall be the employees of the Agency and the Corporation shall have nothing to do with their employment.
21. The Agency 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.
22. The Agency shall deposit the service tax with concerned authority as applicable.
23. The Agency shall ensure that all grievances and complaints of his workmen are redressed only by it and in no circumstances it shall allow to forward such grievances to any of the authorities of the Corporation.
24. 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 the Corporation from and against any claims under the aforesaid Act and the Rules.

25. The agency shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 and continue to have a valid License until the completion of the contract.
26. The Agency shall be 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 Agency to provide replacement for the same.
27. The Agency shall be responsible to provide immediate replacement of any of their staff who is not available for duty and provides such other additional staff as may be required by the Corporation from time to time.
28. The Agency shall prefer his monthly bill by 10th of each month after paying the wages to his workmen including the cost of material provided by him during the month as per the requirement of the constituted committee. The Agency shall deposit service tax 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 service tax (as admissible) and the material purchased in evidence of his having made payments to these accounts.
29. If one or more of the provisions hereto is declared void, invalid illegal or unenforceable the validity and enforceability of the remaining provisions herein contained shall not be effected or impaired in any way. Each party hereto shall, in any such event, execute, in order to give valid, legal effect to any provision which is determined to be void and or invalid and / or illegal, any such document as may reasonably be required to remedy such situation in so far as it may be possible to do.
30. The parties hereto acknowledge that this agreement along with the work order constitutes the entire agreement between the parties and shall supersede all previous agreements, either oral or written, between the parties with respect to the subject matter.
31. 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 Chairman-cum Managing Director of the Corporation or any officer nominated by Chairman-cum Managing Director.
32. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
33. The law under the Arbitration and Conciliation Act, 1996 shall be applicable to such proceedings

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



Signatures of :

Name of proprietor/ Director, Agency Name with complete address	NSIC Technical Services Centre with complete address
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Witness

(Signature with name and address)

Witness

(Signature with name and address)

Annexure 'B'

{ON THE AGENCY'S LETTERHEAD}

INDEMNIFY BOND

I Shri -----, S/o Shri _____ R/o -----(full address) indemnify the Corporation in respect of all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of all the applicable provisions of 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 the Contract/agreement dated ____ signed between _____ and _____.

(Authorised Signatory),

Name-----

Full Address-----

Bank Guarantee Format

BG No.:
Issue Date:
BG Amount:
Expiry Date:
Claim Date:

To
The National Small Industries Corporation Limited – Technical Services Centre
Neemka, Faridabad Pin 121004

Bank Guarantee

Purpose: To provide Security Services at The National Small Industries Corporation Limited - Technical Services Centre, Neemka, Faridabad.

We _____, a Banking Company incorporated under Companies Act, 1956, having their Registered Office at _____(with complete address)_____ and acting through its Branch Office at _____(with complete address)_____ (hereinafter referred to as “the Bank”) hereby give a bank guarantee of Rs. _____ (in words) on behalf of M/s _____(with complete address)_____.

In case of default the bank shall be responsible of above said amount of The National Small Industries Corporation Limited - Technical Services Centre Neemka. The Bank Guarantee is valid upto _____ from the date of issue i.e. from _____ to _____. We shall stand discharged from liability under this guarantee thereafter.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Rs. _____ (in words)

This bank guarantee shall be valid upto _____ and

We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only, if you serve upon us a written claim or demand on or before _____ [claim period of one year from date of expiry of BG] failing which the bank shall stand released and discharged from any liability whatsoever under this Guarantee”

This Bank Guarantee shall be effective only when the Bank Guarantee message is transmitted by the issuing bank through Structured Financial Messaging System {SFMS} to HDFC Bank Ltd., Main Tigoan Road Near Govt. High School, Tigaon, Faridabad - 121101; having IFSC:



HDFC0004223: Account No 50200074941928 through SFMS and authenticated by the said NSIC's bank.

The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing. This guarantee shall cover as many transactions under the said agreement as may be agreed between the unit and the Corporation, subject to, however, the liability of the Bank shall not exceed in any case, the sum of Rs./- (Rupees in words) as above.

Notwithstanding anything contained herein before our liability under this Bank Guarantee :

- i) Shall not exceed Rs./- (Rupees in words)
- ii) This Bank Guarantee shall be valid upto_____
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee as demanded by NSIC and only and only if NSIC serve upon us a written claim or demanded on or before_____
- iv) Further, the amount on invocation of the BG shall be remitted to NSIC's account no. 0602002100319130 with Punjab National Bank, NSIC Bhawan, Okhla Industrial Estate, New Delhi (IFSC: PUNB0060200) under written intimation to NSIC, Branch Office, Delhi.

All claims under the guarantee will be payable at _____

'This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled'. The BG Confirmation letter No. _____ is an integral part of the BG No. _____