



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

**TENDER
for
SECURITY SERVICES**

at

**NSIC Livelihood Business Incubation Centre
Old ILS School, Sector-15, Rourkela, Odisha-769003**

Tender Ref. No.: NSIC/LBI-RKL/DGR-SECURITY/01/2023-24

**Date of Publish of Tender : 30.06.2023
Last date of receipt of tender : 21.07.2023 latest by 3.00 PM
Date of opening of Technical Bids : 21.07.2023 (at 4:00PM)
Date of opening of Financial Bids : To be communicated later**

Website for Downloading Tender Document

<https://nsic.co.in/tender/Current-Tenders>

<https://eprocure.gov.in/epublish/app>

**Chief Manager
LBI-Rourkela**



THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
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NSIC Livelihood Business Incubation Centre
Old ILS School, Sector-15, Rourkela, Odisha-769003

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M/s.....

Sub: Notice inviting limited tender for providing Security Services at NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003.

Limited Sealed tenders are invited from the agencies sponsored by DGR for the above-mentioned work proposed to be awarded to the most suitable bidder qualifying the pre-qualifying criteria. The terms and conditions of the tender are enclosed herewith for your kind perusal and information.

Tender documents and details of terms & conditions for tenderers may be downloaded from the NSIC website <https://nsic.co.in/tender/Current-Tenders> and <https://eprocure.gov.in/epublish/app>.

NSIC Livelihood Business Incubation Centre being a responsible corporate citizen 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.

All DGR sponsored Agencies for NSIC-LBI Rourkela shall submit their Bid in two envelopes super-scribed as Envelope "A" & Envelope "B" which will be contained inside one big main envelope addressed to **Chief Manager, NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003.**

The sealed envelope must be submitted/ reach on or before 1500 hrs. on 21.07.2023. Each envelope shall be super-scribed as detailed below:

Main Envelope	Sub-Envelopes inside main envelope	Contents inside sub-envelopes
Tender for Security services	Envelope "A"	Technical Bid containing complete set of tender document along with supporting documents for eligibility/qualifying criteria
	Envelope "B"	Financial Bid in prescribed format as per Schedule –A

NSIC Livelihood Business Incubation Centre reserves the right to accept or reject any or all the bids received in response to this tender, without assigning any reasons thereof, and to amend the terms and conditions before award of the contract.

Chief Manager
LBI, Rourkela

TERMS AND CONDITIONS

1. DEFINITION

- 1.1 “Corporation” or “LBI” or “NSIC” shall mean the NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003, 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 composing such firm or company or the permitted assignee of such individual or firm or the Company.
- 1.4 “Competent Authority” means Chairman cum Managing Director of the 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 services.
- 1.6 “Security agency” shall mean an agency, which is registered with DGR and sponsored to submit tenders in LBI, Rourkela.

2. INSTRUCTIONS TO TENDERERS: -

- 2.1 The security agencies nominated/sponsored by DGR shall be eligible for submission of tender to LBI at NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003.
- 2.2 The personnel for security services will be required to work at the following places: -
NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003.
- 2.3 The personnel for security services will include Security Guards Unarmed (Ex-Serviceman) & Gunman (Ex-Serviceman).
- 2.4 At present 4 (Four) Nos. {3 (Three) Nos. Unarmed guards and 01(One) Gunman} are required at the Centre. The number of persons required for deployment may decrease or increase from time to time depending upon the requirement of the Centre.
- 2.5 The contractor shall comply with the DGR guidelines in maintaining the composition of Ex-servicemen and civilians.
- 2.6 The successful tenderer shall deposit Performance Security of an amount equal to **5% of the total contract value of the contract** with this Corporation before the start of the contract or within 21 days of date of award of order, whichever is earlier. The performance security deposit will be in the form of a Bank Guarantee from any Nationalized/Reputed Bank (as per the format attached) which shall remain valid for a period of 60 (sixty) 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 Agency accordingly. The Performance Security Deposit shall be released without any interest after the successful completion of all contractual obligations. The performance bank guarantee will be invoked in case of breach of contract by the Contractor.
- 2.7 Tenders received without relevant documents for meeting eligibility requirements shall be rejected. Price bids of those bidders, whose bids meet the eligibility criteria as per clause No. 3 will only, be opened.
- 2.8 If the successful bidder refuses or neglects to execute the contract or fails to furnish the required performance security within 30 days from the date of award of the contract, the bid would be liable to be rejected.

- 2.9 The tenders shall be valid for a period of 120 days from the date of its opening.
- 2.10 The Corporation is not bound to accept the lowest or any bid and may at any time terminate the tendering process.
- 2.11 DGR-sponsored agencies are advised to inspect the premises and assess the scope/quantum of work (as per annexure-I attached) involved before submitting their offer. Clarifications, if any, may be obtained by contacting the office of the Centre Incharge, NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003, during office hours (9.30 AM to 6.00 PM) on working days (Monday to Friday) before the due date of opening of the tender. No claim whatsoever shall be entertained regarding the ignorance about the site conditions on later date.
- 2.12 Bidders are requested to quote their rates (as per the format specified in **(Schedule "A")**).
- 2.13 GST shall be mentioned separately.
- 2.14 Conditional tenders will be rejected out rightly.
- 2.15 The personnel engaged in providing the requisite services to the LBI shall be the employees of the contractor and shall claim their remuneration from the contractor. LBI will not be liable for anything on their part.
- 2.16 The contractor shall not sub-contract the services of personnel engaged/sponsored by them.
- 2.17 The contractor shall be responsible for the discipline and conduct of the personnel deployed by them and if in case the discipline and the quality of work deteriorates, the contractor shall have to provide a replacement of his personnel.
- 2.18 The Contractor shall furnish the names and addresses of the security guard posted in the premises of the Corporation and also when there is any change in security guards/personnel.
- 2.19 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.
- 2.20 The Contractor shall have to furnish all the information required by the Corporation to fulfill requirements of the concerning Acts, and in the Form so prescribed.
- 2.21 The Contractor shall be responsible to compensate the loss of any kind to LBI caused due to theft, damage, negligence by his personnel and legal expenses incurred by LBI, in case legal case (s) filed by any of the personnel.
- 2.22 Successful tenderer will have to execute an agreement on Non-Judicial Stamp Paper of appropriate value before the commencement of services (as per format attached).
- 2.23 Contractor will not ask for any enhancement beyond the DGR 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.
- 2.24 The contractor will provide to its staff complete uniform and other accessories i.e., torch, whistle, baton etc.

3. ELIGIBILITY CRITERIA

The bidder will submit the self-attested photocopies of the following documents, as per DGR guidelines.

- a. Ownership issued by DGR and proof of office premises of the tenderer.
- b. PSARA License for the state (Odisha) of operation of the security agency
- c. Registration with ESI Department
- d. PAN Number in the name of the registered owner
- e. Registration with GST
- f. Registration with EPF Department
- g. DGR empanelment certificate
- h. Stamped & Signed copy of Tender Documents duly signed by the Proprietor or Authorized Signatory
- i. a copy of Power of attorney in the name of Signatory authorized to sign this tender.

4. LEGAL OBLIGATIONS: -

4.1 All personnel employed by the 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 comply 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. Goods & Service Tax Act
- k. Income Tax Act

The Contractor shall abide by the provision of the other rules and regulations of the Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be the sole responsibility of the Contractor. If penalized for non-compliance with 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.

4.2 The Contractor shall fully indemnify LBI 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. He shall also indemnify LBI 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 at his own cost, will take necessary medical 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 the concerned authority as applicable within the stipulated period and submit the documentary proof of same to the corporation from time to time as fixed by the Corporation.
- 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 make the payment of wages to the workmen employed by him, through **RTGS/NEFT only**.
- 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 the 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 be 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 the redressal of such disputes and shall be solely responsible for the outcome. In case, of any legal case either in the labour court or any other court filed by the personnel and the Corporation is a party in it, in that case, the expenditure incurred by the Corporation for hiring of lawyer and court expenses the same will be borne by the Contractor.
- 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. DEFAULT CLAUSE: -

- 5.1 The contractor is responsible for deputing the guards/supervisors as per the duty requirement. In case of the absence of any workmen, it will be obligatory on the part of the contractor to provide a replacement for the same.
- 5.2 In case of any failure on the 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 a maximum of up to 10% of monthly contract value shall be levied on the contractor.

6. PAYMENT TERMS: -

- 6.1 The Agency shall prefer his monthly bill and 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 any payment has to be made to the workmen of the Contractor by the Corporation which otherwise is the responsibility of the Contractor, the same shall be deducted from the payment due to the Contractor.
- 6.3 In case the amount to be released to security personnel is not as per the wage bill to be prepared as per DGR guidelines or the contractor is not able to provide undisputed documentary proof in respect of the following: -
- i) Release of payment as per DGR guidelines.
 - ii) Deduction and (timely)_deposit of monthly EPF & ESI contributions with the concerned authorities for the employees as engaged by the contractor.
 - iii) GST as applicable as per Statutory Act within the stipulated time.

The amount in such cases will not be released & the decision of the 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 them by the Contractor, in spite of having EPF A/C No. & ESI A/C No., in such cases the amount of EPF & ESI as per EPF Act & ESI Act (along with penalty raised by concerned authorities) will be deducted by LBI in respect of such persons engaged by them and will be deposited to statutory authorities on behalf of such contractor.

7. DURATION OF CONTRACT: -

- 7.1 The duration of this contract shall be valid up to 06 (Six) months from the date of award of the order as is to be mentioned in the order to be placed on the successful Bidder.
- 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 at a notice of 60 days.
- 7.3 Either of the parties shall have the right to terminate the contract by giving a written notice for 60 days in advance during its validity.

8. CODE OF ETHICS:

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

9. ARBITRATION: -

- 9.1 Any dispute and/or difference arising out of or relating to this contract or with regard to the interpretation of the terms of the contract shall be referred for adjudication to a sole Arbitrator to be appointed by the Chairman-Cum-Managing Director of the Corporation. The provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time) shall be applicable.
- 9.2 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.
- 9.3 The language of the Arbitration shall be English.
- 9.4 The cost of Arbitration shall be borne by the respective parties in equal proportion.
- 9.5 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- 9.6 **Jurisdiction of Court:** The courts at Rourkela shall have the exclusive jurisdiction to try matters, if any, arising out of the contract between the parties.

**Chief Manager
LBI, Rourkela**

Signatures of the authorized signatory of the Tenderer with seal

SCHEDULE "A"

PRICE BID

(Amount in Rs. per head per day)

Sl. No.	Details of Pay	Security Guard (Without Arms)	Security Guard (with Arms)
a	Basic with VDA (As per current notification of DGR)		
b	ESI (As per current notification)		
c	EPF (As per current notification)		
d	EDLI (As per current notification)		
e	Administrative Charges (As per current notification)		
f	House Rent Allowance (As per current notification of DGR)		
g	ESI on HRA (As per current notification of DGR)		
h	Bonus (As per current notification)		
i	Uniform outfit allowance (As per current notification of DGR)		
j	Uniform washing allowance (As per current notification of DGR)		
k	Sub-Total (a to j)		
l	Relieving charges 1/6 th of Sl. No. k		
m	Total cost per head (k+l)		
n	Service Charge @ _____% of total cost at Sl. No. m		
o	Total (m+n)		
p	GST@ _____%		
	Grand Total (o+p) (in figures)		
	Grand Total (o+p) (in words)		

Note:

- Rates of allowances from sl. no. a to j and l, will be payable as admissible by DGR guidelines as on date.
- Service charges shall be competitive/reasonable and shall not be abnormally low or high.
- The order shall be awarded to bidder with lowest service charges quoted by bidder in S.No. n above.
- Tender with service charges beyond the limits of DGR guidelines shall not be considered.
- Bonus is mandatory as per payment of Bonus Act, 1965 (as amended).

For M/s _____

(_____)
Authorized Signatory
with Seal.

Date:
Place:

Name:
Designation:

Annexure- I

JOBES TO BE CARRIED OUT BY SECURITY GUARDS

1. Movement of materials shall be allowed only on a working day during the normal working hours (09.30 AM to 06.00 PM). However, in case of emergency situation(s), the materials/ items shall be allowed only with the **prior approval** of the Centre Head. _____
2. All movement of materials belonging to LBI offices shall move through Main Gate.
3. The following registers shall be maintained by the security guard at the gates mentioned in para 2 above for recording details of incoming and Outgoing materials /items:
 - a) Incoming Materials.
 - b) Outgoing Materials.
 - c) Materials moving on returnable basis.
4. **Procedure for recording movement of incoming materials / items related to LBI: -**
 - a) Incoming materials / items (purchased / repaired / transferred in) shall be accompanied with a copy of challan or copy of invoice, whereon the purchase /job order reference to be indicated.
 - b) In case the material is being received back after repairs etc., the entry shall be made in the register meant for "Materials moving on returnable basis" in the same row where the original entry for outward movement (on returnable basis) was made.
 - c) At the time of entry of the material in LBI premises, the Security shall check the quantity of materials / items received with the details given in the challan/invoice/document in the presence of designated official from the concerned division and Administration Division.
 - d) In case there is any discrepancy in the quantity and / or quality, the same is to be recorded on the challan / invoice received with the materials and to be signed by the officials mentioned above and the security on duty.
 - e) The challan duly signed by security on duty shall be attached in the invoice, which shall be clearly certified by the concerned Department as „Quantity and Quality verified“.
 - f) Where the materials are received in sealed boxes, on receipt of such materials, the responsibility of verifying and confirming that the quality and quantity of such material is in accordance with items/quantity mentioned in Purchase Officer shall remain with the concerned department who shall record the same on the copy of the invoice / challan which shall be part of the documents to be processed for stores and release of payment.
5. **Procedure for recording movement of out-going materials / items related toLBI:**
 - a) Outgoing materials (sold / sent for repair / transferred out) belonging to LBI shall be accompanied with a pre-printed serially numbered gate pass, prepared in duplicate and mentioning therein the qualitative, quantitative details and specifications of the material / Item, purpose of movement of materials, whether returnable or non- returnable. The gate



pass shall be signed (not initialed, must have full signature) and stamped properly by the authorized officer clearly bearing the name of the signatory.

- b) Before allowing the material to pass through the gate, the material / items shall be checked by security on duty who shall be responsible to tally the material(s) with the details given on the gate pass. After the materials moving out have been checked and found as per the details mentioned in the gate pass, the material(s) will be allowed to move out and an entry shall be made in the respective register, duly signed by the security on duty. A copy of the gate pass shall be retained at the gate. In case of any discrepancy between the physical material(s) moving out and the details mentioned in the gate pass, material(s) will not be allowed to be moved out till the discrepancy removed under authorization of the Centre.
- c) In case of sale / transfer of any capital item, the gate pass shall indicate the reference no. of the entry recorded in the Fixed Assets Register maintained by the Administration of the Centre.

List of DGR Sponsored Agencies who are eligible to participate in limited tender

Sl. No.	Name of Agency	Address	Contact No. & Email
1.	Code No.: 8228 M/s Pankaj Gour Security Agency	Plot No. 110/598, Vijay Vihar, Nuagaon, Old Town Post- Bhimatangi, Ps- Dhauli Police Station, Bhubaneswar, Dist. – Khurda, Odisha-751002	Mob No - 8717032071 Email- pankaigaur1964@gmail.com
2.	Code No.: 7394 M/s Surendra Nath Sen Security Agency	Flat No. – D-6-5-02, Hightech Plaza, Madhipur, Sundarpada, Ps- Air Field, Bhubaneswar, Khorda, Odisha-751002	Mob No - 7021597932 Email - snsen1963@gmail.com
3.	Code No. – 8415 M/s Arun Kumar Rautaray Security Agency	Plot No.- CP-67, Niladri Vihar Road, Chandrasekharapur, Bhubaneswar, Khorda, Odisha-752021	Mob No- 7889936341 Email - akrsa2022@gmail.com

**Form of Agreement for Security Services**

This agreement is executed on this day _____ of _____ 2023 between the NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003, of National Small Industries Corporation Ltd. (A Govt. of India Enterprise) a company incorporated under the Companies Act 1956 and having its Registered Office at NSIC Bhawan, Okhla Industrial Estate, New Delhi 110020 (hereinafter referred as Corporation), which expression shall unless repugnant to all the meaning or context thereof, including its successors, representatives and assigns of the First part

AND

M/s. _____, a Proprietorship/ Partnership/ Ltd./ Pvt. Ltd. company, having its registered office at _____, Proprietor/ Partner/ Director of the company sign this agreement (hereinafter called as the "Contractor") which expression shall unless repugnant to all the meaning or context thereof, including its successors, representatives and permitted assigns of the Second part.

Whereas M/s. _____ has quoted its service charges vide its letter No. _____

_____ Dated _____ 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 2023.
2. The contract shall be valid up to 06 (Six) months from the date of award of order based on satisfactory execution of the contract and all terms and conditions of this tender/ agreement.
3. The Corporation shall have right to terminate the contract by giving 60 (sixty days) notice without assigning any reason.
4. The Corporation shall be entitled to terminate this agreement by giving 60 days" notice in advance in writing to the Contractor without prejudice to other rights and remedies available to it because of the breach of any terms of this agreement or if the Contractor/Proprietor of the Contractor 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 Unarmed Guards and Armed Guard (Gunman).
6. The security personnel must be as per requirement of the Corporation for effective discharge of their duties.
7. The Contractor 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.



8. The Contractor shall comply with the DGR guidelines and other statutory regulations during the continuation of the Contract.
9. The Contractor shall furnish the following documents in respect of the personnel engaged by him: -
 - a) List of the security guards engaged by the Contractor 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, Aadhar card number etc. with supporting documents.
 - b) Character certificate duly verified/certified by the Contractor with its ID proof.
10. The Contractor shall engage the manpower who has attained the age of 18 years.
11. The Contractor will provide to its staff complete uniform and other accessories i.e., torch, whistle baton etc. as per the requirement of DGR guidelines.
12. The Contractor shall remain liable to indemnify the Corporation in respect of all causes of action, claim, damages, compensation or costs, charges and expenses arising out of accident or mishap or injury, sustained or to be sustained by the Corporation or by any workman or other person, whether in the employment of LBI premises arising out of any act of commission or omission, default or negligence error in judgment on the part of Contractor or the staff/personnel and employees of the Contractor.
13. The Contractor shall indemnify and hold the Corporation harmless from and against all claims, damages, losses and expenses arising out of or resulting from the work/services under the contract provided by the Contractor.
14. The Contractor shall deposit Performance Security of an amount equal to **5% of total contract value** with Administration Department, LBI before the start of the contract or within 21 days of date of award of order, whichever is earlier. The performance security deposit will be in the form of Bank Guarantee from any Nationalized Bank, which shall remain valid for a period of 60 (sixty) days from the date of the completion of all contractual obligations. In case, if the annual value of the contract increases at least by 10% during the continuance of the contract, the Contractor will submit the additional Performance Security deposit to make up for the limit of 5% as above. The Performance Security Deposit shall be released without any interest after successful completion of all contractual obligations.
The performance bank guarantee will be invoked in case of breach of contract by the Contractor.
In case the Contractor fails to furnish the required performance security within 30 days from the date of award of the contract, the bid would be liable to be rejected.
15. The Contractor shall pay the wages of the personnel by bank transfer/RTGS/NEFT by 7th of each month positively and shall comply with the statutory regulation relating to EPF, ESI, Bonus etc. (if applicable). The details/documentary proof of payment released by the Contractor to the personnel shall be provided along with bank statements of security personnel to whom payments have been released by day of every month.

16. In case it is noticed and found by the Corporation at any stage that the statutory regulations relating to EPF, ESI, bonus etc. are not being complied with by the Contractor, then the Corporation shall have the right to deduct and withhold up to 50% of total dues of the Contractor till the time the proper documents showing proof of compliance are not submitted to the Corporation.
17. In case of any failure on part of the Contractor to provide workmen / services as enumerated in closed tender document, the penalty of an amount of Rs.500/-per workman per day, which may extend maximum up to 10% of monthly contract value shall be levied on the Contractor.
18. In case Corporation is required to make any payment to the workmen of the Contractor which otherwise is the responsibility of the Contractor, the same shall be adjusted against the security amount deposited by the Contractor with the Corporation or shall be deducted from the payment due to the Contractor.
19. In case the amount to be released to workers is not as per wage bill to be prepared as per DGR guidelines or Contractor is not able to provide undisputed documentary proof in respect of following: -
 - iv) Release of payment as per DGR guidelines.
 - v) Deduction and deposit of EPF & ESI, for the employees as engaged for the contract.
 - vi) GST as applicable as per Statutory Act within stipulated time.The amount in such cases will not be released to the Contractor & the decision of Centre Head shall be final in this regard. In case it is found that no amount of EPF (As admissible) & ESI has been deducted in respect of persons engaged 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 Corporation in respect of such persons engaged by the Contractor and will be deposited with the statutory authorities on behalf of the Contractor.
20. The Contractor shall comply with all Acts, by laws and statutory regulations applicable from time to time in the State of Odisha with regard to performance of work and the Corporation shall have no liability in this regard whatsoever.
21. The personnel, employed by the Corporation shall be the employees of the Contractor and the Corporation shall have nothing to do with their employment.
22. The Contractor shall on his own cost, take necessary insurance coverage in respect of staff/personnel and other personnel for service to be rendered to the Corporation.
23. The Contractor shall deposit the GST within the stipulated period with concerned authority as applicable from time to time.
24. The Contractor shall ensure that all grievances and complaints of his workmen/personnel are redressed only by it and in no circumstances it shall allow to forward such grievances to any of the authorities of the Corporation.
25. The Contractor shall be liable for the compliance of various Law including but not limited to provisions under Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules: The Minimum Wages Act, 1948, The Payment of Wages Act, 1936; The Workmen's Compensation Act, 1923; The Employees Provident Funds and Misc. Provisions Act, 1952; The ESI Act, 1948;

- The Payment of Bonus Act, 1965; The Payment of Gratuity Act, 1976; Goods and Services Tax Act; Income Tax Act etc. as modified from time to time and the Contractor shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.
26. The Contractor shall obtain a valid licence under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 and continue to have a valid Licence until the completion of the contract.
 27. The Contractor shall be responsible for deputing the guards / supervisors as per the duty requirement. In case of absence of any workmen/personnel, it will be obligatory on part of the Contractor to provide replacement for the same.
 28. The Contractor 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.
 29. In case of requirement, the Contractor shall also deploy female security guards.
 30. The Contractor shall prefer his monthly bill by 3rd day 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 Contractor shall deposit GST with the concerned authority within the stipulated period 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 (as admissible) in evidence of his having made payments to these accounts.
 31. 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.
 32. The parties hereto acknowledge that this agreement along with the Annexure-1/service order/tender documents, 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.
 33. The aforesaid document i.e., the Tender Documents; present Agreement and Work Order dt..... shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies, shall take precedence in this order as set out below:
 - a) Service Order
 - b) Agreement
 - c) Tender Document
 34. 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 of these conditions, or otherwise concerning the performance of the contract, the execution of failure to execute the same whether arising during the existence of contract or after the termination or abandonment thereof, shall be referred to the sole arbitrator appointed by the CMD of the Corporation.
 35. In case, any legal case either in the labour court or any other court filed by the personnel and the Corporation is a party in it, in that case the expenditure incurred by the Corporation for hiring of lawyer and court expenses the same will be borne by the



Contractor.

36. 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, 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.
37. The language of the Arbitration shall be English.
38. The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended) Act 2015 shall be applicable to such proceedings.
39. In Case of any dispute/appeal/objection arising out of the aforesaid arbitration, the courts at Rourkela alone shall have the jurisdiction to try and decide.

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.

Centre Head NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Dist.- Sundargarh, Odisha- Pin-769003	M/S
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Witness

Witness

(Signature with name and complete address) (Signature with name and complete address)

Place:

Dated:



Bank Guarantee Format

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

To
The National Small Industries Corporation Limited
NSIC Livelihood Business Incubation Centre,
Old ILS School, Sector-15, Rourkela, Odisha-769003.

Purpose: To provide Security Services at The National Small Industries Corporation Limited - NSIC Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003.

We _____, a Banking Company incorporated under Companies Act, 1956, having their Registered Office at _____(with complete address)_____ and _____ 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 - NSIC Livelihood Business Incubation Centre, The Bank Guarantee is valid up to _____ 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 ICICI Bank, Rourkela Civil Township Branch, Brundaban Complex, Ground Floor, Panposh Road, Rourkela-769004; having IFSC: ICIC0001503, Account No: 150305002663 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 Livelihood Business Incubation Centre, Old ILS School, Sector-15, Rourkela, Odisha-769003.

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

Date:-----

(GUARANTOR BANK)
AUTHORIZED SIGNATORIES

(GUARANTOR BANK)
AUTHORIZED SIGNATORIES