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From:
M/s
То,
Senior Branch Manager
NSIC Ltd. 203, Sri Datta Sai Complex, RTC 'X' Road,
Musheerabad,
Hyderabad-500 020.
Dear Sir,
Sub: Submission of tender for providing Skilled Persons (Clerical) – Reg.
This is with reference to your advertisement dated published in Telugu Daily News Paper on the captioned subject. We are enclosing herewith our tender in sealed cover. We also abide by the terms & conditions mentioned in the tender form and also ready to execute the necessary documents including agreement.
Thanking You,
Yours faithfully

## THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Govt. of India Enterprise)

201 & 203,Sri Datta Sai Complex RTC 'X' Road

Musheerabad, Hyderabad 500020

Ph:040-27615761, 27622097

Fax: 040-27617777

	rax. 040-27617777	
		Tender No: 00 5 470.20.
Ref: ]	NSIC/BO/HYD./SP/2017-18	Due Date: 17-07-2017
M/s.		-
Sub:	Providing Skilled Persons (Clerical) at NSIC RTC 'X' Road	, Musheerabad, Hyderabad.
Sir,		
	Terms and conditions in respect of the above mentioned	
	he sealed offer is to be delivered in the office of the SBM, N	
	abad- 500020 up to 2.00 P.M. on 17/07/2017. Offer from ender will be opened at 4.30 P.M. on 17-07-2017.	all the parties received by due date

This letter shall form part of the <u>"CONTRACT"</u> and must be signed and returned along with the terms and conditions.

Yours faithfully

Encl: A/a

(S.BHARATHUDU) Manager (P&A) NSIC Ltd., Hyderabad

Signature of the Contractor

## TERMS AND CONDITIONS

- Sealed offers are invited from Manpower Agencies for providing Skilled Persons (Clerical) at NSIC, RTC "X" Road, Musheerabad, Hyderabad-500020. Offer has to be submitted in sealed envelope superscribing "OFFER FOR PROVIDING SKILLED PERSONS (CLERICAL)" on or before 17-07-2017 at 2.00 PM. The sealed covers should be addressed to the Sr.Branch Manager, NSIC Ltd., Hyderabad. All the offers received shall be opened on 17-07-2017 at 4.30 PM.
- Offer received after due date shall not be considered for opening and the same shall be summarily rejected.
- NSIC does not bind itself to accept the lowest offer and reserves the right to accept any or reject all the offers received without assigning any reasons thereof.
- Party has to comply all the governing Labour laws/ Licences and other requirements etc. for providing skilled persons (Clerical) and any violation or non-adherence of the same shall be sole responsibility of the offerer.
- Party selected for providing Skilled Persons (Clerical) has to execute an agreement with NSIC, separately on requisite value of Non-judicial stamp paper.
- 6. Party has to enclose necessary documents wherever required in support of the rates quoted by them by following Minimum wages act, etc..
- The Tenderer will supply Identity Cards to each Skilled Person (Clerical), who shall wear the same while at office.
- The Tenderer shall also ensure that no Skilled Persons (Clerical) below the age of 18 years is employed by him for the NSIC. Similarly, the maximum age of the Skilled Persons (Clerical) deployed should not exceed 50 years.
- The Tenderer on his own cost shall indemnity the Corporation against all acts of omission, fault and breaches done by the Skilled Persons (Clerical) during the contract period.
- 10. The Tenderer shall also abide by provisions of Employees Provident Fund, ESI contributions and shall ensure that the contribution towards the same is made from the very first day of employment of his Skilled Persons (Clerical) deployed by him for the NSIC and shall not pay to his Skilled Persons (Clerical) less than the existing rate of Minimum Wages as per provisions of Minimum Wages Act, 1948 and the corporation shall have no liability in this regard.
- 11. The Tenderer shall ensure that all the grievances and complaints of his Skilled Persons (Clerical) are redressed only by him and in no circumstances he shall allow to forward such grievances to any of the authorities of the Corporation.
- 12. All the Skilled Persons (Clerical) employed by the Tenderer shall be considered as employees of the Tenderer and they shall not be 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.
- 13. The Skilled Persons (Clerical) shall be deployed by the Tenderer to work in the office from 9:30AM to 6:00 PM from Monday to Saturday.

- 14. The Tenderer shall issue the instructions to his Skilled Persons (Clerical) and shall be duly intimating the care taking the office. The Tenderer shall ensure that Skilled Persons (Clerical) 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.
- 15. The Tenderer shall prepare his monthly bill which shall be on the basis of Minimum Wages computed for his Skilled Persons (Clerical), separately for NSIC Ltd., RTC 'X' Road, Hyderabad indicating EPF and ESI contribution paid for the Skilled Persons (Clerical) working in the corporation and the service charges of the Tenderer. All the bills so prepared shall invariably be supported by the proof of payment wages and receipts of ESI & PF in evidence of his having made payments to these accounts so that the payment will be made to the Tenderer by the corporation on or before 10th of every month.
- 16. The duration of this contract shall be initially for one year which will start from the 1st day of subsequent month, after issue of acceptance letter by NSIC or as mentioned in the acceptance letter. The contract may be extended for further period, based upon the satisfactory performance of the Skilled Persons (Clerical) provided by Tenderer. However, the discretion of the NSIC in this regard shall be final.
- 17. In case it is found that Tenderer is not complying with the provisions of minimum wages Act. Provident Fund Act and or any statutory provisions as mentioned in Clause 10 of this Terms & Conditions, it is liable to be terminated at any time without giving any time and without giving any advance notice to the <u>Tenderer</u> to this effect.
- 18. NSIC reserves right to terminate the contract by giving one month notice in case the party is not performing satisfactorily are not complying the terms and conditions of the agreement and he is liable for the losses to the corporation if any. In case Tenderer desires to terminate the agreement they can do so by giving two months prior notice. However, they have to continue the services till the alternative arrangement is made, on the same rates and terms & conditions of the agreement.
- 19. In case it is felt by the I/c of the NSIC Ltd<sub>z</sub>- RTC 'X' Road, Hyderabad or any other authorized officer of the Corporation that any Skilled Persons (Clerical) of Tenderer is not suitable for carrying out the work in the office then the Skilled Persons (Clerical) is to be replaced immediately by the Tenderer (within one week's time).
- 20. Payment of the Bill to the agency for this service shall be made by the Corporation generally on or before 7th of the following month on production of Bills and after deduction of TDS. The monthly details of personnel Employed showing PF, ESI, etc. deducted must also be submitted by the tenderer.
- 21. The Agency shall comply with all Acts, laws, by-laws and statutory regulations applicable from time to time in the Hyderabad with regard to the Skilled Persons (Clerical) and Corporation shall have no liability in this regard, whatsoever.

22. If any dispute or difference arises between the parties under or in relation to this agreement, the same shall be referred to the sole arbitration of the Chairman cum Managing Director of the Corporation and the decision of the Chairman cum Managing Director or any other officer appointed by him for this purpose shall be final and binding upon the parties, the venue of the arbitration at Hyderabad in the premises of NSIC RTC 'X' Road Hyderabad and the arbitration proceedings must be in English.

(C.VENKATA SWAMY) Sr.Branch Manager B.O., Hyderabad

Signature and seal of party