

Ref.No. NBIC /Railway Siding/2021-22/01

Dated: 08.05.2021

To

M/s. _____

Sir,

Please find enclosed NIT Ref. No. _____

Dt.for necessary action.

Thanks,

Yours faithfully,

For and on behalf of NOCCI Balasore Infrastructure company

End.: as above

BIDDER'S SEAL & SIGNATURE



G.M cum C.F.O,NOCCInfra

NOCCinfra
(NOCCI BALASORE INFRASTRUCTURE COMPANY)
INDUSTRY FACILITATION CENTRE
GANESWARPUR INDUSTRIAL ESTATE, BALASORE, ORISSA-756019
TELEFAX: 06782-267273

PLASTIC POLYMER & ALLIED CLUSTER, BALASORE

(Project Under Industrial Infrastructure Up Gradation Scheme. Of GoI)

NOTICE INVITING TENDER

Ref No: NBIC /Railway Siding/2021-22/01

Date: 08/05/2021

M/s.-----

Sub: Contract for “Labour supply for Loading & unloading of cement/Coal/Fertilizers/Gypsum/Fly ash etc. at NOCCI Railway Siding” for the year 2021-22.

Dear Sir,

Sealed Tenderare invited for the services as detailed below:

1	Name of Service:	“Contract for “Labour supply for Loading & unloading of cement/Coal/Fertilizers/Gypsum/Fly ash etc.at Nocci Railway Siding” for the year 2021-22.
2	Earnest Money: (Tender received without EMD is likely to be rejected)	Tenderer to submit Earnest Money of Rs 1, 00, 000/- (Rupees One lac only) in the form of demand draft/ Banker’s Cheque only, in favorof NOCCI Balasore Infrastructure Company, payable at Balasore. Cheque shall not be accepted in any case. The person whose EMD is with the Company, they have to apply without EMD.
3	Cost of Tender Form:	Tenderer to submit separately Rs 1, 000/- inclusive of GST (Rupees One thousand only) in the form of demand draft/ Banker’s Cheque only, in favor of NOCCI Balasore Infrastructure Company, payable at Balasore as Tender Cost. Cheque shall not be accepted in any case.
4	Validity of Tender:	4 (Four) months / 120 days from the date of opening of Technical Bids.
5	(a) Validity /Period of the contract:	One year from the date of award of the contract and further extendable at the sole discretion of NBIC.
	(b) Time of completion:	As per Special Terms & Conditions of NIT.
6	Last date and time of issue of Tenders:	18.05.2021 up to 14.00 Hours.



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7	Last date & time of Receipt of Tenders:	18.05.2021 up to 15.00 Hours.
8	The Date & time of opening of Tenders:	18.05.2021 at 15.30 Hours.
9	Place of Receipt & Opening of Tenders:	Office of General Manager cum CFO, NOCCI Balasore Infrastructure Company, NOCCI Business Park, Bampada, Balasore-756056.

10. You may download the Tender Documents from our website www.nocci.in. In case documents are downloaded directly from NBIC's website, demand draft of Rs **1000/-** inclusive of GST (Rupees One thousand only) payable at Balasore should be submitted along with the tender documents in envelope No. 1. Parties are advised to visit NBIC website regularly. Any amendment/corrigendum to the above NIT will be displayed on aforesaid website only.
11. Tender Documents may also be obtained from undersigned before due date of Tender submission on submission of demand draft **Rs 1000/-** inclusive of GST (Rupees One thousand only) payable at Balasore towards cost of Tender Document.
12. All requests for interpretation, clarification & queries in connection with tender shall be addressed in writing or in person during the office hours (11:00 hrs. to 17:00 hrs.) on any working day, to Issuing Authority, **GM cum CFO** at least 2 (Two) days prior to the closing date of the tender.
13. The tenderer may visit the railway site, acquaint him fully of the job and site condition, if required and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in execution of the work.
14. The **rates** should be quoted item wise for the complete scope of the work as per Performa "**Schedule of Rates**". The **rates** should be quoted only in the units given in the schedule of Rates and should be indicated **both in words as well as figures**.
15. In case the discrepancy, the rates quoted in the words shall be treated final. Any corrections made in the prices shall be authenticated with signatures at all places. The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their price bid will not be acceptable.
16. The contractor shall **quote single rate against each item** and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
17. NOCCI Balasore Infrastructure Company reserves the right to issue/non issue or reject tender document of any party. However, where enquiries are made by the



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bidder, reasons for rejecting a tender or non-issuing a tender document will be disclosed to the prospective bidder.

18. **Incomplete Tenders or Tenders not accompanied with the required details / EMD or Tenders received late would be liable to be rejected without any further reference whatsoever.**
19. If tenderer submit the revised bid before opening of tender box / opening of tender that offer shall be considered if it is clearly subscribed on the envelope as “Revised Offer”, otherwise both the offers of the party shall be rejected. If tenderer submit the revised bid after opening of tender box / opening of tender that offer shall not be considered in any case.
20. **Submission of Tenders:**
 - i. No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.
 - ii. Tenders should be submitted along with duly filled in ‘Bid form’ as given in the GTC.
 - iii. The tender will be divided in three parts:
 - a) Earnest money.
 - b) Technical and commercial bid.
 - c) Price bid.

The above three parts should be enclosed and **SEALED SEPARATELY INTHREE ENVELOPES** as follows and all the three envelopes shall be super scribed with

- i. Name of Work.
- ii. Tender No....., and dated,
- iii. Date of Opening of Tender.
- iv. Name and complete address of the tenderer and
- v. All the said three envelopes should be submitted in one sealed cover by the tenderer super- scribing above stated (i) to (iv) particulars.

Envelop

No. 1:

Will contain **Earnest Money** of amount specified in NIT in the form of DD/ Banker’s cheque in favor of NOCCi Balasore Infrastructure Company, Payable at Balasore. This envelope should be super scribed “EARNEST MONEY”.

Envelop

No. 2:

Second sealed envelope super scribed “TECHNICAL AND COMMERCIAL BID” containing the following documents, failing which the tender will be liable for rejection:

- a) Self attested copy of Permanent Account Number (PAN) from IncomeTax Authorities.
- b) Self attested copy of Proof of PF Registration No. issued by PF department.



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- c) Attested copy of GST Registration No., Code No. / Accounting Code, if applicable along with documentary proof thereof.
- d) Self attested copy of ESI Registration No. along with documentary Proof.
- e) Declaration Forms I & II.
- f) An Affidavit in original on Non-judicial Stamp Paper of Rs.20.00 or above duly attested by Notary stating:

With reference to NIT No. _____ Dt. _____ of Nocci Balasore Infrastructure Company, Balasore for the work _____. I, _____ S/o Sh. _____ R/o _____ Proprietor / Partner / Authorized Representative of the firm M/s _____ do solemnly affirm and declare as under: -

- i. That my/our firm/sister concern etc. has not been black listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 2 years.
- ii. No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) Power of Attorney in the Name of Person, who has signed the Tender Document. (In case of Partnership Firm or otherwise as the case may be).

The company has reserved the right to give chance to the tenderer to submit the documents with in a certain period.

Envelop

No. 3:

Third sealed envelope super scribed, "PRICE BID – DO NOT OPEN" (in **RED** ink). This envelope should only contain the 'Schedule of Quantities & Rates'/ 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page by the tenderer.

- a) The price bid should be submitted in duplicate, clearly inscribing the name of the tenderer in the prescribed Performa.

21. Opening of Tender:

The Tender shall be opened as under:

Envelope

No. 1:

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Super scribed **'Earnest Money'** containing Earnest Money shall be opened first, on the Scheduled Date & Time of Opening of Tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.

Envelope

No. 2:

Super scribed **'Technical Bid'** will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

Envelope

No. 3:

Super scribed **'Price Bid'** shall be opened subsequently on the later date, which shall be intimated to the Tenderers at the time of opening of technical bid.

22. **EVALUATION OF BIDS:**

While evaluating the bids for arriving at L-1 status and award of contract, the amount of GST as applicable as per GST Act 2017 as amended from time to time and rules notified by Central Govt. shall be considered. Company has rights to negotiated with L1 and L2 party for reduction of bid price in case of the bid price is high as compare to market price.

23. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.

24. All pages shall be initialed at the lower right-hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.

25. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in offers shall be out rightly rejected.

26. While submitting the offer, bidder may ensure that tender documents /offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.

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27. One person will be allowed to represent only one company during discussion/negotiation with NBIC. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
28. In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NBIC shall not own any responsibility on this account whatsoever.
29. If a tenderer resorts to any frivolous, malicious or baseless complaints / allegations with intent to hamper or delay the tendering process or resorts to canvassing / rigging/ NBIC influencing the tendering process, NBIC reserves the right to debar such tenderer from participation in the present / future tenders .
30. The Tender shall be addressed to **General Manager cum CFO**, NOCCI Balasore Infrastructure Company, Nocci Business Park, Bampada, Balasore-756056.

Thanking you;

Enclosed: As
stated

Yours faithfully,
For and on behalf of
NOCCI Balasore Infrastructure Company.
General Manager Cum CFO

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(To be submitted in Envelope
No. II)

DECLARATION
FORM-I

Annexure -I

Tender No:NBIC /Railway Siding/2021-22/01

Date: 8.05.2021

To,

General Manager cum CFO
Nocci Balasore Infrastructure
Company
Bampada, Balasore-756056

Sub:Tender for "Labour supply for Loading & unloading of cement/Coal/Fertilizers/Gypsum/Fly ash etc. atNocci Railway Siding" for the year 2021-22.

DearSir,

I / We have read the conditions of tender attached hereto and agree to abide by such conditions. I / We offer to do the job of Contract for "**Labour supply for Loading & unloading of cement/Coal/Fertilizers/Gypsum/Fly ashetc at NOCCI Railway Siding**" for the year 2021-22 at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing to the Operation-in-charge of M/s. NOCCI Balasore Infrastructure Company and hereby bind myself / ourselves to complete the work schedule and progress of work.

I / We further agree to abide by all the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by NEFT/RTGS from your Bank.

In case of acceptance of the tender by NOCCI Balasore Infrastructure Company, I / We bind myself / ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I / We shall have no objection to the forfeiture of the Earnest Money lodged with NOCCI Balasore Infrastructure Company, Balasore.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer
with SEAL) Address: _____

Place: _____

Date: _____



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(To be kept in Envelope no. II)

DECLARATION
FORM-II Annexure
-II

The following declaration to be signed by Contractor and to be submitted along with required documents which would be duly self- certified:

S. No	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NBIC (Owner), the Tenderer must disclose the relation at the time of submission of Tender, failing which, NBIC shall reserves the right to reject the Tender or rescind the Contract.	YES / NO (If Yes, give the following details)		
		Name & Designation of the Employee	Place of Posting	Relation with the Employee
2	<u>P.F. Registration No.</u> of the firm / company to be intimated along with Documentory proof thereof.			
3	<u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Dept. along with Documentory Proof thereof.			
4	<u>GST Registration No.</u> of the firm / company issued by GST authorities along with Documentory Proof thereof & REG-6			
5	<u>ESI Registration No.</u> issued by ESI Authorities along with documentory proof thereof.			
6	If the firm is registered as Micro / Small / Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise, it will be construed that the firm is not registered as per MSMED Act, 2006.			
7	The tenderer shall submit: a) The Name and Address of the firm / company along with its constitution giving style / status of the same such as Individual / Proprietorship Firm / Partnership Firm / Public or Pvt Ltd. Firm / Company etc. along with its copies duly attested as evidence. b) Year of Establishment c) Place of Business.			
8	Present type of business and the value of similar jobs carried out by them in the last three years. Please give a separate sheet if required regarding, details of work and the value of the work.			



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9	Details of any previous License registration with the Regional Labour Commissioner.	
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Note: Please attach separate sheets for the details, wherever necessary.

Place: _____

Dated: _____

Signature of the Contractor/ Tenderer with SEAL

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Definitions of Terms

In the contract documents herein defined where the context so admits, the following words and expression will have the meanings assigned to them respectively:

1. Company or NBIC shall mean NOCCi Balasore Infrastructure Company, incorporated in India, having their Registered Office at IFC, Ganeswarpur Industrial Estate, Remuna, Balasore – 756019 and its Corporate Office at Trade Tower, NOCCi Business Park, Bampada, Balasore-756056 (hereinafter called the 'Company'), which expression where the context so admits shall include their legal representatives, successors and assignees or legal representatives.
2. General Manager cum CFO shall mean the officer in administrative charge of the NOCCi Balasore Infrastructure Company.
3. The Accepting Authority shall mean General Manager cum CFO.
4. The "Tender Documents" shall consist of Short Tender Notice, General Instructions to the Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule, Tender Form, Performa or Agreement Form, schedule of Rates and Addendum/Addenda to Tender Documents.
5. "CONTRACTOR" shall mean tenderer whose tender has been accepted and shall include his legal representatives, successor and permitted assignees.
6. "CONTRACT" shall mean and include the LOI order/formal agreement/contract tender accepted schedule of rate, Notice Inviting Tender, Technical specifications and General Directions and Conditions of contract, special condition of contract, special specifications, if any and tender for all these documents taken together shall be deemed to form one contract and shall be complimentary to one and other.
7. "WORKS" shall mean the works to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for the performance of the contract.
8. "SITE" shall mean the site of NBIC's Railway Siding, Offices etc. on which the works are to be carried out and service is to be performed under the contract.
9. The "CONTRACT DOCUMENTS" shall consist of Agreement, Tender Documents as defined in Clause 4, 5 & 6 above, Acceptance of Tender and further amendments.
10. "COMPLETION CERTIFICATE" shall mean the certificate issued by the Operation-in-charge when the works have been completed to his satisfaction.
11. The "PERIOD OF LIABILITY" in relation to work means the specified period from the date of issue of Completion Certificate upto the date of issue of Final Certificate during which the Contractor stand responsible for rectifying all defects that may appear in the works.

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Instructions to the Tenderers

1. Incomplete tenders/tender without Earnest Money and tenders received after the closing of due date are liable to be out rightly rejected.
2. The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him, on the form of schedule of quantities forming part of the tender documents. The amount for each item shall be worked out and entered and requisite totals be given for all items. The tenderer shall duly sign the tendered amount for the work entered in the tender.

If there are differences found between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and the general summary, the same shall be adjusted in accordance with the following rules:

- a. If there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer, shall be taken as correct.
3. The contractor as a token of acceptance of NIT terms and conditions shall sign all pages of NIT and annexures.
4. **DECLARATION OF TENDERERS RELATIONS WITH NBIC EMPLOYEES:** Should a tenderer have a relation or in the case of a firm, one or more of its partners a relation or relations employed in NBIC or in case of company any of its official or relations employed in NBIC, the authority inviting tenders shall be informed of the fact at the time of submission of the tender. If so, the name, designation, department and E.No.of such employees be indicated failing which NBIC may in its sole discretion reject the tender or rescind the contract. If any ex-employee(s) of NBIC is/are employed with the tenderer, name, designation, department and E. No. of such employee(s) to be indicated and if any ex-employee(s) of NBIC is/are employed, after acceptance of tender, the said particulars shall also be intimated immediately in writing to NBIC from time to time.
5. The following documents forming the contract are to be taken as mutually explanatory of one another and in case of discrepancy the following order of preference shall be observed:
 - (i) Agreement
 - (ii) Work Order
 - (iii) Letter of intent
 - (iv) NIT
 - a) Special terms and conditions etc.
 - b) General Terms & Conditions.
6. **Variations:** No variation of the clauses of this contract shall be valid unless made in writing and duly signed by both the parties. NBIC shall not in absence



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of its specified written acceptance, be bound by any provisions in the tenderer's offer, forms of acknowledgement of contract & other documents which supports to this contract.

7. Not more than one tender shall be submitted by a contractor or by a firm of contractors. If they do so, all such tenders are liable to be rejected.
8. The tenderer shall certify that none of their group/sister concern/ partnership firm are participating in this tender. They will also submit an undertaking that in case of concealment of any facts, if detected later on the bidder along with group/sister concern/ partnership firm participated in this tender NBIC reserves its right to take action as per **GENERAL TERMS & CONDITIONS**.

9. **VALIDITY OF THE CONTRACT:**

- a. The Contract shall normally remain valid for a period of 12 months unless specifically mentioned in the documents, reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice of 2 days shall be given for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.
- b. The contract can be extended at the same rates, terms & conditions at the sole discretion of NBIC.

10. **PAYMENT FOR PREPARATION OF BID DOCUMENT:**

The bidder shall not be entitled to claim any cost, charges, expenses, losses incidental to the preparation and submission of this tender in any case.



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NOCCI BALASORE INFRASTRUCTURE COMPANY, BALASORE

General Terms& Conditions of Contract

1. The execution of the work may entail working in all the site and weather condition and no extra rate will be considered on this account. The contractor may have to carry out the jobs to work round the clock as per our requirement to be decided by Siding in-charge and the Contractor should take this aspect into consideration for formulating his rates and quotation. No extra claim / overtime will be paid on this account.
 2. Electricity and Water will be provided free of cost at one point as per requirement of the job, subject to availability.
 3. Suitable Accommodation, if available, can be allotted to the Contractor as per the applicable rules & Regulations of NBIC on chargeable basis. However, no accommodation will be provided for the Employees of the contractor.
 4. The contractor shall have to make his own arrangements for all Tools & Tackles Skilled and Unskilled labors etc. required for the job. The work is subject to inspection at all times by the Siding-in- charge and the Contractor shall have to carry out the work to the entire satisfaction of the Operation-in- charge. **The contractor shall not engage any employees below 18 and above 60 years of age.**
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5. Sub-Contracting of the job will not be allowed without prior permission of the Company (NBIC).
 6. If the Tenderer has relation whether by blood or otherwise with any of the employees of the NBIC, the Tenderer must disclose the relations in the Form of Declaration attached, at the time of submission of tender failing which NBIC shall reserve the right to reject the Tender or rescind the Contract.
 7. **Payment of taxes and duties:**
 - 7.1 The rates to be quoted by the tenderer should be inclusive of all duties, taxes, levies excluding GST on service contract, etc. Statutory deductions on account of Income Tax, at the applicable rates of the Gross Value of the Bill shall be made from the Contractor's monthly bills for depositing the same with respective Statutory Authorities as per the provision of the respective Acts and guidelines issued by Govt. of India. No request for increase / decrease or inclusion of any tax shall be entertained afterwards.
 - 7.2 Addition / deletion of taxes imposed by the State Governments / Central Government after submission of tender documents and during contractual period shall be to NBIC's account. Any subsequent change in the rate of GST shall be to NBIC's account during contractual period only.

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- 7.3 **Nature of Contract and Applicable GST Rates:** Rates & Guidelines shall be applicable as notified by the Central Govt. from time to time

Nature of Contract (Service / Works / Labour Supply etc.)	Service Contract
Percentage of Value of Services (Quoted amount) on which GST is applicable / leviable, as per GOI notification issued from time to time in this regard.	100%
Present Rate of GST	18%
GST liability of the bidder as Service Provider	100%
GST liability of NBIC as Service Receiver	Nil%

8. **Escalation (applicable to Labor supply only):**
The rates quoted by Contractor will be firm during the contract period including extension (if any) and will not be subject to escalation irrespective of any increase whatsoever.
9. Tenderer may ensure that tender documents /offer have been signed by appropriate / authorized representative of the company. Withdrawal of offer / non-acceptance of Work Order, placed on the basis of the offers submitted by Tenderer on their letter-head, will not be allowed on the ground that the offer was not signed by authorized person.
10. **The following tenders will be liable to summarily rejection:**
- 10.1 Tenders submitted by Tenderer who resort to canvassing.
 - 10.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete, in any respect.
 - 10.3 Tender containing uncalled for remarks or any alternative additional conditions.
 - 10.4 **The company reserves the right to accept the lowest or any other Tender in part or in full or award parallel contracts or reject all or any of the Tender without assigning any reasons.**
11. **SUBMISSION OF MONTHLY BILLS:** The contractor shall submit the monthly bills within 1st week of the following month to the accounts department with the EPF, ESI, GST challan of previous month and the register, salary sheet maintained by the contractor relating to the labour engaged by the contractor for verification and payment. The contractor may also submit the bills after completion of each rake for payment. In the above case the company has reserve the right to deduct the amount towards ESI, EPF and GST.
12. **PAYMENT TERMS:**
- a. No advance payment is permissible against this contract.
 - b. Payment of Monthly Bills shall be released after making necessary recoveries / deductions towards Income Tax, Security Deposit and Penalty etc.
 - c. Payment of monthly running account bills against work completed shall be released through Electronic Fund Transfer (EFT) after making necessary



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recoveries as per the contract (i.e. statutory levies, taxes, security deposit & other due recoveries) within 15 days of receipt of bill complete in all respects.

- d. The total amount of Security Deposit so deducted from the bills shall be released after completion of contract.

13. **SECURITY DEPOSIT:** The Security Deposit together with EMD / Initial Security Deposit (ISD) shall be Rs. 2,00,000/-.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from security deposit. Security deposit shall be returned to contractor after obtaining "No objection certification" from Siding in charge.

14. **EARNEST MONEY DEPOSIT:** A refundable earnest money deposit as indicate above in the form of demand draft/ Banker's Cheque only, in favorof NOCCI Balasore Infrastructure Company, payable at Balasore will have to accompany with the Bid. The EMD of unsuccessful bidders shall be returned after award of contract(Without Interest). EMD of successful bidder will be adjusted against Security deposit or it will be refunded (Without Interest) after submission of Security deposit.

15. **PROVISION OF PF NO., ESI CODE NO. AND PAYMENT OF MINIMUM WAGES.**

15.1 **Provident Fund Number:**

- a. Contractor should have his own PF Account Number and shall be responsible to deposit the PF contribution in respect of workmen engaged by him.
- b. Contractor shall indicate PF Account Number allotted to each worker engaged by him in the monthly wage bill and will ensure its accuracy and correctness.
- c. After submission of the return, the contractor shall arrange PF slips in respect of the Contribution, issued by the RPF Authorities and will distribute to the concerned workers after intimation to the Executing Dept and HR Dept.
- e. After closure of the contract or in case of change of the employer (contractor), the outgoing contractor and present contractor shall ensure submission of Form-13A, for transfer of PF contribution from old account to the new account.
- f. Employees Provident Fund Organization (EPFO) has launched online receipt of Electronic Challan cum Return (ECR). Contractor(s) are required to be registered and create their user ID and password and can upload the Electronic Return and the uploaded return data will be displayed through a digitally signed copy in PDF format. It will be available for printing also.

15.2 **ESI (Employee State Insurance):**

- a. Every Contractor should have his own ESI Account Code Number from the ESI Authorities. It shall be the responsibility of the contractor to deposit the ESI contribution every month 6.5% of the monthly wage bill, (Employers Contribution @ 4.75% & Employees Contribution @ 1.75 %), under intimation to HR Dept.



- b. It shall be responsibility of the Contractor to ensure Registration and issue of ESI cards to the workmen engaged by him, for availing medical facilities by the beneficiaries.
- c. It shall be responsibility of the Contractor to submit ESI Return to the statutory authorities under intimation to HR Deptt.
- d. The contractor shall be solely responsible for any liability for his workers in respect of any accident /injury etc. arising out of and in course of contractor's employment.

15.3 Payment of Minimum Wages:

- a. It shall be the responsibility of the Contractor to make payment of Minimum Wages to the workmen engaged by him on or before 7th of the following month, as fixed /revised and notified by the Appropriate Govt. Central/ Odisha Govt.
 - b. In case the rates notified by the Central Govt. for any scheduled employment are less than the rates notified by the State Govt., in that case the Contractor shall be required to make the payment to the workmen at the rates notified by the State Govt.
- 16.** The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of the above contract, any damage, compensation due to any dispute between the Contract and his workers. All liabilities arising out of any provision of Labour Acts / Enactments hereto in force shall be the responsibility of the Contractor. Any other expenditure incurred by NBIC to face the situation arising out of the negligence of the Contractor will be recovered from his dues payable by NBIC under the Contract.
- 17. WAGES:** Wages shall be paid by the Contractor to the workman directly without the intervention of any Jamadars or thekedars and contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by Jamadars from the wages of workman.
The contractor shall make the payment of wages to its employee(s) either by Cheque or crediting the same in his / their Bank A/c.
- 18. OBLIGATIONS OF CONTRACTOR:** Since the job is labour oriented, strict adherence of various applicable labour laws like the Minimum Wages Act, 1948, the Payment of Bonus Act, 1965, the Payment of Wages Act, 1936, the E.S.I., Act 1948, The Employees/ Workman's Compensation Act, 1923, The Employees Provident Fund & Miscellaneous Provision Act, 1952, Employees' Pension Fund Scheme, 1995, The Contract Labour(R&A) Act, 1970, the Odisha Labour Welfare Fund Act, 1965 and all other Statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. authorities shall be the responsibility of the Contractor and he shall have to make good loss, if any suffered by NBIC on account of default in this regard by the Contractor.
- 19. LICENCE:** Every Contractor who employs 20 or more workers has to obtain a License under the Contract Labour (R&A) Act 1970 from Jurisdictional Appropriate Licensing Authorities, Office of Assistant Labour Commissioner (Central) / Regional Labour Commissioner (Central), Bhubaneswar. In the case of NBIC, Assistant Labour Commissioner (Central) is the appropriate Licensing Authority.



20. **LABOUR WELFARE FUND:** The contractor shall be solely responsible for depositing the welfare fund contribution (employees as well employer's share) at the prescribed rates under the Labour Welfare Fund Act in respect of employees engaged by him. The contractor shall recover the employee's share of contribution from the concerned employees and NBIC shall not bear any liability whatsoever on this account. The contractor shall ensure that the contribution on account of Welfare Fund contribution is deposited before 31st. December every year by way of Crossed Cheque/Demand Draft in favour of the same. Any interest/penalty on account of delayed/non-payment shall be borne by him. Further, the compliance of all the necessary formalities required to be completed under the Act from time to time shall be responsibility of the contractor.
21. **QUANTUM OF JOB:**
- a. NBIC will not stand any guarantee for minimum billing, minimum quantum of work during the year. It depends upon the no of rakes coming to our side.
 - b. If the Contractor is unable to execute the work, any loss incurred by the company in this respect, will be to the Contractor's account. The company may also terminate the contract after giving three-day's notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Contractor till the expiry of the period of the contract and debit the cost plus 25% to the Contractor.
22. **ACTS AND RULES:** The contractor shall abide by following acts and rules framed there under as amended from time to time, in addition to provisions of the **GENERAL TERMS & CONDITIONS** of NBIC Unit:
- i. Contract Labour (Regulation & Abolition) act 1970.
 - ii. Minimum Wages Act 1948.
 - iii. Employees Provident Fund & Misc, Provisions act 1952.
 - iv. Employees Compensation Act 1923.
 - vi. Payment of Wages Act, 1936.
 - viii. Employees State Insurance Act, 1948.
 - ix. Payment of Bonus Act, 1965.
 - x. Odisha Labour Welfare Act, 1965.
 - xi. Equal Remuneration Act, 1976.
 - xii. Child Labour (Prohibition & Regulation.) Act, 1986.
 - xiii. Any other Act & Rules framed there under by the State/Central Govt. from time to time.
 - xiv. The contractor shall be required to possess a valid license for engaging labour from state labour department.
23. **SUPERVISION & CONTROL OF CONTRACT LABOUR:** The overall supervision and control of contract labour so engaged, deployed or supplied for execution of the contract shall remain & vest with tenderer.
24. **TERMINATION OF CONTRACT:** Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NBIC under the Contract or otherwise including right of NBIC for compensation for delay the Operation-in-charge/officer-in-charge may, without prejudice to his right



against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contractor is liable to be terminated if the Contractor:

- I. Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.
- II. Abandons the work: Persistently disregards the instructions of the Company in contravention of any provision of the CONTRACT. Or Persistently fails to adhere to the agreed program of work. Or Sublets the work in whole or in part thereof without Company's consent in writing.
- III. Performance is not satisfactory or work is abnormally delayed.
- IV. Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the Company within fifteen days after written notice of such default is provided to the Contractor.
- V. Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc are found false.
- vi. Taking part or creation of any association.
- a. Company may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Company.
- b. Such termination will be by 15 (fifteen) days' notice in writing and no claim/compensation shall be payable by the Company as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Company, up to the date of termination.

25. Termination of contract, on death:

If the Contractor is an Individual or a proprietary concern and the individual or the proprietor dies or if the contractor is a partnership firm and one of the partner dies, then unless the Accepting authority is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the accepting authority shall be entitled to accept or cancel the contract as to its uncompleted part, without the company in any way being liable for payment for any compensation to the estate of the deceased contractor and/or to the surviving partner.

26. Consequences of Termination: If the contract is terminated by NBIC for the reasons detailed under clause no. 24 or for any other reason whatsoever:

- i. NBIC reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NBIC.



- ii. Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited along with applicable taxes & duties.
 - iii. The Contractor shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
 - iv. All the dues payable to the Contractor for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by NBIC as a consequence of the termination of the contract.
 - v. Apart from above NBIC reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties.
27. **CONTRACTOR TO EXECUTE AGREEMENT:** The contractor's responsibility under this contract will commence from date of issue of the Letter of Intent. The Tender Documents, other documents exchanged between the Tenderer and NBIC, the letter of acceptance and work order shall constitute to the contract. The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100.00 with NBIC within 10 days (Ten days) of receipt of the Work Order by him. The agreement to be executed will be in Agreement Form of works to be specified by NBIC. The cost of the Stamp Papers will be borne by the contractor.
28. **CONTINUED PERFORMANCE:**
The Contractor shall not stop work in case of any dispute pending before arbitrator/ court/ Tribunal in relation to the contract or otherwise unless further progress of work has been rendered impossible due to non- fulfillment of any reciprocal promise. Unilateral stoppage of work by the Contractor shall be considered a breach of CONTRACT and the Company shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests.
29. The contractor shall be liable for all costs, damages, demurrages, wharfage, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Company due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof or his failure to carry out the work with a view to avoid incurrence of demurrage, etc. and for all damages or losses occasioned to the Company due to any act whether negligent or otherwise of the contractor themselves or his employees. The decision of the General Manager regarding such failure of the contractor and his liability for the losses, etc. suffered by Company, and the quantification of such losses, shall be final and binding on the contractor.
30. The rake handling should be mobilized by the contractor 24x7, failing which contractor will bear the demurrage charges on account of this.
31. The contract may be terminated even before the stipulated period by either party by giving the other, three months' notice in writing. In such a case the company



reserve the rights to issue the contract to either L2 or L3 with same rate and condition.

32. If the performance of the agency found unsatisfactory, the order shall be terminated after issue a notice of 7 (Seven) days in writing by the NBIC and the decision of the NBIC be final and binding on the agency.
33. If the contractor dies during the execution of contract, the company has the right either to terminate the contract or issue the same contract to the legal heir subject to fulfil of the contract terms and conditions.
34. That all disputes arising out of the meaning or interpretation of any of the clauses of this Lease Agreement shall be sorted out by mutual consultation between the representative of both the party within 15 days of the matter being referred to by one party to the other party in writing.
 - (i) Any dispute which is not resolved amicably as provided in the preceding sub-clause shall be referred to a sole Arbitrator and such Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments made thereto. The President of Nocci (North Orissa Chamber of Commerce and Industry) is the sole arbitrator for taking decision and binding to both the parties.
 - (ii) The venue of Arbitration shall be at NOCCI-IFC, Ganeswarpur I.E., Januganj, Remuna, Pin-756019, Balasore, Odisha.



TO BE SUBMITTED IN ORIGINAL WITH EVERY NIT On stamp paper of Rs, 20/- and notary attested

AFFIDAVIT

I.....S/o Shri,..... resident of.....do hereby solemnly affirm and declare as under'-

- 1) That (date), I the deponent has started the business under the name and style of.....as Sole Proprietor and at present M/s.....is a Sole Proprietorship Firm.
- 2) That the deponent is holding documents like PAN No....., Service Tax No....., Provident Fund No....., ESI No, Bank Account No..... etc. in the name of Sole Proprietorship Firm.
- 3) That my above declarations are true and correct to the best of my knowledge and in case, my above declaration found incorrect, in that event, my bid/tender may be rejected.

DEPONENT

VERIFICATION

Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place • Balasore

Dated

BIDDER'S SEAL & SIGNATURE



G.M cum C.F.O,NOCCInfra

Scope of Work&Terms& Conditions.

Sub: Contract for “Labour supply for Loading & unloading of cement/Coal/Fertilizers/Gypsum/Fly ash etc. at Nocci Railway Siding” for the year 2021-22.

1.0 **The scope of work** includes but not limited to the following: -

- i. The contractor is required to unload all the wagons of a track placed at siding within the free working hours as extended by railway authorities from time to time. If the Contractor fails to unload the goods from the wagon due to their negligence, then the demerge charges by railway will be borne by the contractor without any discussion. But in some cases, the unloading is not possible due to rain or any other unavoidable circumstances for which contractor has no control, in such situation contractor is not responsible. In such a case contractor has to take the written permission from the Siding-in-Charge of the company regarding not unloading the goods. That contractor will keep proper record of the goods loaded and unloaded whenever necessary by the Company and submit the same to the Company.
- ii. The scope of work under this contract includes unloading the Cargo from the wagon, Staging the material at the platform whenever required and loading the cargo to the vehicle.
- iii. It is possible to receive wagons having doors riveted/bolted. The contractor shall have to arrange for opening of the same without any obligation on NBIC.
- iv. The contractor shall supply the dozer/ Heavy vehicle operator as per demand made by the Siding in charge for shifting the unloaded cargo from wagons to the location whenever required.
- v. The contractor should always use hookless loading and unloading of packet cargo unless specially instructed hooking system.
- vi. Removal and folding of tarpaulin from rail wagon are included the scope of work of the contractor.
- vii. The contractor or his supervisor shall always be available at Railway site for proper execution of the job.
- viii. Contractor shall provide name and address with telephone/ Mobile No. (If available) of his site supervisor to the Operation in charge before the startup of the contract, for better communication etc.
- ix. Any damage of the cargo during handling, will be charged to contractor.



BIDDER'S SEAL & SIGNATURE

G.M cum C.F.O, NOCCinfra

- x. The dozer/ heavy machinery operators, so deployed by the contractor should have valid driving license and insurance coverage for operating the same.
- xi. The contractor will work till the NBIC desires or till their mutual understanding for purpose of loading of goods to truck or any other decided by the NBIC.
- xii. The contractor will work on all days including Sunday and govt. holidays because as per the Railway rules there is no holiday for Railway Goods shed operation.
- xiii. In case of consecutive placement on the same track one after the other due to any problem then the contractor will place the material on the same track.
- xiv. It will be the responsibility of the contractor to keep a watch and have information of arrival and placement of wagons at site.
- xv. Contract shall be governed by 'General Directions and Conditions' of the contract.
- xvi. NBIC reserves the right to get the incomplete job done through any other source/contractor at contractor's risk and cost.
- xvii. Any relation of tenderer working in NBIC or any ex-employees of NBIC working with tenderer, the specified Performa's thereof is attached with NIT shall be filled by the tenderer.
- xviii. The price quoted is inclusive of use of machinery whenever applicable for loading and unloading of the material.
- xix.
- xx. Whether any sister concern of the party /firm does exist. If yes, mention the name and confirm whether the sister concern of the firm is participating in the bid.

BIDDER'S SEAL & SIGNATURE



G.M cum C.F.O,NOCCinfra

Format -I (To be submitted in envelop number-III)**Reference No. : NBIC /Railway Siding/2021-22/01****Date: 08.05.2021**

Sub: Contract for “Labour supply for Loading & unloading of cement/Coal/Fertilizers/Gypsum/Fly ash etc. at NOCCI Railway Siding” for the year 2021-22.

Sl. No	Description of item	Unit	Rate (Rs. /unit)	
			In Figure	In Words
1	Unloading, Staging and loading of all packaged material (50kg, 25 kg, 20 kg of any packaged material etc.) without Hooks.	MT		
2	Unloading, Staging and loading of all dirty cargo (Loose material i.e. coal, fly ash, gypsum, salt or any other loose item).	MT		

Terms and Conditions relating to Price.

- The price quoted above is exclusive taxes.
- The rate quoted above is for a period of one year. Price will not be reviewed before the expiry of the contract.
- The Price quoted above is for Unloading of the cargo from wagon, staging it in the surface if required and loading the cargo to the vehicles. The contractor can direct load the cargo to the vehicles if required.
- The rate quoted above is inclusive of EPF, ESI, Minimum wages etc.
- All other terms and conditions in this is applicable for this price.

Seal & Signature of tenderer



BIDDER'S SEAL & SIGNATURE

G.M cum C.F.O,NOCCInfra