



**National Agri-Food Biotechnology Institute (NABI)**  
Sector-81 (Knowledge City), PO Manauli, SAS Nagar, Mohali -140306, (Punjab)

**Name of Work: Tender for Manpower on outsourcing basis for security & other services at NABI, Mohali**

**CONTENTS**

Sr.No.	Description	Page No.
1	NIT	1-3
2.	Instruction to bidders	4-4
3.	General Terms & Conditions	5-11
4.	Affidavit-Annexure-I	12-12
5.	Undertaking by the contractor-Annexure II	13-13
6.	Letter of Acceptance-Annexure-III	14-14
7.	Scope of work-Annexure-IV	15-17
8.	Technical Bid- Annexure A	18-19
9.	Price Bid (To be submitted sealed, separately)-Annexure-B	20-20
10.	Tender Agreement Letter- Annexure V	21-21
11.	Specimen of the Agreement-Annexure VI	22-25

**Note:** *Tenderer should confirm that they have received all the above papers from Sr.No.01 to Sr.No.11 and seen and understood all items. All the documents are to be returned duly signed by the tenderer.*

**TENDER ISSUED TO:**

M/s \_\_\_\_\_

\_\_\_\_\_

Telephone No. (If any) \_\_\_\_\_

**Signatures of the Officer Issuing Tender**

Pay Order/Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ from the Bank \_\_\_\_\_ drawn in favour of the Executive Director, National Agri-Food Biotechnology Institute, Mohali for Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) is enclosed herewith.

I/We have read and understood all the terms and conditions and all other relevant documents and seen the drawings if any and visited the site before quoting the rates.

Address \_\_\_\_\_

\_\_\_\_\_

Telephone/Mobile No. \_\_\_\_\_

Email(s) \_\_\_\_\_

**Signature of the Contractor  
with seal**

# **NOTICE INVITING TENDER**

**(No. NABI/6(5)/2018-Gen; dt. 22<sup>nd</sup> Feb, 2018)**

Sealed Tenders on behalf of Executive Director, NABI are invited under Two Bid systems (TECHNICAL BID & PRICE BID) from the following firms for providing outsourced manpower and security services at NABI, Mohali:

## **1) Eligibility Criteria:**

### **1.1. The firms:**

- a) must have ISO registration with their registered office at Chandigarh/Mohali/Panchkula (Tricity)
  - b) valid License under Private Security Agency Act.
- 1.2. valid Labour License under 'Contract Labour (Regulation & Abolition) Act with Central Labour authority & subsequent rules made there under and registration from Chandigarh/Mohali/Panchkula (Tricity)
  - 1.3. must have valid ESI and EPF registration code
  - 1.4. Letter head of the firm/company clearly mentioning postal address & contact details i.e. Tel/ e-mail/ Fax Nos. etc of the respective person.
  - 1.5. Work experience of engaging atleast 80 persons as outsourced manpower or more in a single contract during the last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution.
  - 1.6. Executed atleast One work of similar nature of annual value Rs.1.5 Crore or Two works of similar nature of annual value of Rs.75 Lakh each or more than two of similar nature of annual value of Rs.50 Lakhs each during the last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution.
  - 1.7. Copy of certificate(s) issued by such Organization(s) where such work was executed and certifying that the applicant firm has executed the contract satisfactorily.
  - 1.8. Valid copy of Goods and Services Tax (GST) registration certificate.
  - 1.9. Latest copy of IT Return for the last 02 years (i.e. FY 2015-16 & 2016-17)
  - 1.10. Copies of audited balance sheets for last 02 years (i.e. FY 2015-16 & 2016-17)
  - 1.11. Solvency certificate of an amount not less than 30 Lakhs issued by a nationalized/scheduled bank with in the last six months.
  - 1.12. Attested copy of Firm's PAN Card.
  - 1.13. Affidavit that the firm is not blacklisted as per the specimen of Tender at Annexure-1.
  - 1.14. Stamped & signed copy of the undertaking as per Annexure-II.
  - 1.15. Letter of acceptance as per Annexure-III.
  - 1.16. Tender documents can be obtained from NABI Office either by post or in person, on payment of Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only- Non-Refundable) by way of cash or by Demand Draft drawn in favour of the Executive Director, National Agri-Food Biotechnology Institute, payable at Mohali on any working day between 10.00 a.m. and 02.00 p.m. with submission of a written request.
  - 1.17. Tender document, if downloaded from NABI website [www.nabi.res.in](http://www.nabi.res.in) under 'Tender-Miscellaneous' tab, then it must be accompanied with 'Tender Document fee' of Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only- Non-Refundable) in the form of Demand Draft drawn in favour of the Executive Director, NABI payable at Mohali along with the Technical Bid document.
  - 1.18. Tender documents must be enclosed with an Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakh Only) in the form of Demand Draft drawn in favour of "Executive Director, National Agri-Food Biotechnology Institute, payable at Mohali.

- 1.19. Tender documents without Tender Document fee of Rs.1,180/- and Earnest Money Deposit (EMD) of Rs. 3,00,000/- shall summarily be rejected.
- 1.20. Sealed Tenders along with EMD of Rs. 3,00,000/- (Rupees Three Lakh only) by way of Demand Draft from a nationalized/scheduled bank drawn in favour of National Agri-Food Biotechnology Institute, payable at Mohali and documents as shown in Annexure I, II, III, IV, V & VI duly signed and stamped by the Contractor/Agency alongwith with the Technical Bid (as per Annexure-A of the NIT) superscribing as **‘Technical Bid for the Supply of Outsourced Manpower and Security Services at NABI Campus, Mohali’** should reach at the Executive Director, National Agri-Food Biotechnology Institute, Sector-81 (Knowledge City), PO Manauli, SAS Nagar, Mohali -140306, (Punjab) latest by 02.00 p.m. on 15.03.2018.
- 2) The Technical Bid would be opened at 03.00 p.m. on the same day in the presence of tenderers or their authorized representative (only one), if any present.
- 3) **‘Price Bid’** should be submitted in the prescribed proforma in a sealed envelope, **superscribed as “Price Bid”** as given in the **‘Annexure-B’** of Tender Document.
- 4) **The Price bid should be sealed separately and kept separate from the envelope of the Technical Bid.**
- 5) Tenders received after the appointed time and date as above whether sent by post or delivered in person will summarily be rejected.
- 6) NABI may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on NABI website only. The bidders must visit the website from time to time and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) is liable to be rejected and this institute doesn’t hold any responsibility in this regard.
- 7) Executive Director, NABI reserves the full right to accept or reject any or all tenders without assigning any reason thereof and his decision shall be final and binding on all the parties/tenderers.
- 8) **Schedule for Submission & Opening of Bids shall be as under:**

<b>Submission of Bids</b>	<b>Due Date &amp; Time</b>
<b>Issuance of Tender document</b>	22 <sup>nd</sup> Feb, 2018
<b>a) Part-I Technical Bid &amp; b) Part-II Price Bid</b>	15 <sup>th</sup> March, 2018 - 02.00 p.m.
<b>Opening of Part-I (Technical Bid)</b>	15 <sup>th</sup> March, 2018 - 03.00 p.m.
<b>Tender Evaluation (Technical Bid only)</b>	NABI may decide as per schedule.
<b>Opening of Part-II (Price Bid) (*Price Bid will be opened of technically qualified tenderer(s) only)</b>	Separate intimation shall be sent to technically qualified tenderer(s) only for opening of Price Bid(s).
<b>Tender Document Fee</b>	Rs.1,180/- (Rupees One Thousand One Hundred and Eighty only- Non-Refundable)
<b>Earnest Money Deposit (EMD)</b>	Rs. 3,00,000/- (Rupees Three Lakh Only)

(Administrative Officer, NABI)

## **INSTRUCTION TO TENDERERS**

- 1) **Submission of Tender in double bid:** Tender should be submitted in double bids duly marked as the Technical Bid and the Price Bid. The price Bid should contain the amount as mentioned in Price Bid's proforma only. The tender should be superscribed as "Tender for Providing Manpower for various services at NABI, Mohali.
- 2) **Submission of EMD:** This is important and should be submitted along with the Technical Bid. The EMD of Rs. 3,00,000/- is to be furnished only in the form as mentioned above. EMD in any other form including cheque/Banker's Guarantee etc. will not be accepted as valid EMD. In respect of the successful bidder, this EMD will be adjusted as part of security deposit. EMD submitted by other bidders will be returned after finalization of the contract. Tenders received without valid EMD will be summarily rejected.
- 3) **Performance Security/ Security Deposit:** For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit 5% of the annual contract value as Performance Security/Security Deposit immediately after conclusion of the award of contract i.e. Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand only). This security deposit is to be furnished in the form of Bank Guarantee as per the format furnished by the Institute from any of the Nationalised Banks or SBI or from any one of the scheduled banks. The Bank Guarantee shall be invoked in case of breach of contract. After successful completion of the contract, the BG towards the security deposit will be released after all the adjustments whatsoever. The Executive Director NABI shall have absolute right and authority for the suspension/revocation of said security/bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
- 4) **Visit to the Institutions:** The tenderer should read the 'General Terms and Conditions' annexed hereto and give their acceptance at the end. The tenderer is advised to visit the Lab/site on any working day between 1000 hrs and 1700 hrs to assess the nature and quantum of work before tendering and ascertain details from the Nodal Officers/representative of these services.
- 5) **Legible filling of tender:** The tender should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.
- 6) **Interpolation:** The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- 7) **Rejection of tender:** Failure to fulfil any of the conditions given above shall render the tender liable for rejection.
- 8) **Rights of ED, NABI:** The Executive Director, NABI does not bind himself to accept the lowest or any tender and reserves to himself the full right of accepting or rejecting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. ED, NABI reserves the full right for above without mentioning any reasons to tenderers and tenderers shall to accept this.
- 9) **Attachment of Valid & Appropriate documents only:** All tenderers are requested to kindly attach only valid and appropriate documents as asked in the Technical bid/eligible conditions.

**(Signature of the contractor & seal)**

## GENERAL TERMS & CONDITIONS

(Please read the following carefully and give acceptance for the same at the end)

### A. GENERAL INSTRUCTIONS TO CONTRCATOR

- 1) **Inspection of premises:** The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 2) **Quoting of rates & TDS Zero/negative:** Any bid wherein service charges quoted are such that after deduction of statutory payment vis TDS etc. the service charges become zero/negative, such a bid shall be summarily rejected without assigning any reason thereof and offer will be given to next L-1 tenderers.
- 3) **Canvassing:** Any action on the part of the tenderer to influence any officer of NABI or canvassing in any form shall make the tender liable for rejection.
- 4) **Awarding of tender:** The work shall be allotted to the tenderer whose quotes are viable, workable & shall fulfil all the other terms & conditions of the tender document and have adequate justification against quoted rates.
- 5) **Allotment of Full or a part of contract:** The competent authority may allot the contract in full or a part of such contract to the next firm out of the panel available with it any time in the event of non-compliance or breach of any terms & conditions of this contract by the working contractor/firm or otherwise, if it is deemed fit to do so in the public interest or in case of furnishing any wrong information/documents or concealing any material or vital fact.
- 6) **Legal action towards defaulters:** Besides terminating the contract NABI, Mohali reserves its right to take appropriate legal course of action against defaulters.
- 7) **Initial period of contract & Extension:** The contract will be for a period of one year initially, which can be extended further on satisfactory performance of the initial period of the contract on the same terms and conditions, if acceptable to both the parties.
- 8) **Execution of work:** All works shall be executed as per detailed specifications and as directed by an officer/official nominated by the Executive Director.
- 9) **Failing in fulfilling the obligations:** Time is the essence of this contract. In case the Contractor fails in fulfilling the obligations fully and in time, NABI shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the Contractor including Security Deposit. The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, which shall be recovered from the bill of contractor.
- 10) **Abide to Contract Labour (R&A) Act and Other Labour Laws:** The Contractor and their deployed staff will abide by the provisions mentioned in Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971 and all other laws & statutory obligations in force by Central/State Govt. from time to time including labour laws and shall indemnify NABI from any claims in this regard. If during the work tenure and even after that, any type of breach of provisions of above said & other Acts is found alongwith agitation in any form like strike, actual work done by number of days by remaining off from duties etc. is done by contractor staff and damage or claim/recovery occurs; loss of all such shall be totally paid and recovered by/from the contractor or paid to concerned Govt. agency from Contractor monthly bill/security deposited etc.
- 11) **Registration under Contract Labour Act:** The applicant/firm should be registered under the 'Contract Labour (Regulation & Abolition) Act, 1970 & Rules of 1971 made there under & have in their possession the EPF/EDLI & ESI code numbers and also keep validation on their own.
- 12) **Postal of letters:** All letters posted to Contractor at the address given in Letter Head will be considered to have been delivered on time.
- 13) **Forfeiture of Performance security:** If it is observed at any stage that the quality of the work is not satisfactory, the contract/work order as a whole may be terminated and Security deposit forfeited. The Contractor will have no claims what so ever on NABI.
- 14) **Compensation to the Institute:** In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by NABI and in case all payments have been made to the Contractor for this work, this amount may be

deducted from any sum due to the Contractor on any other work within the Institute.

- 15) **Water and Electricity:** Water and Electricity required for the work may be used free of cost from NABI and NABI shall not charge anything from contractor in this context.
- 16) **Accident or mishaps:** Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made by these victims. The Contractor shall indemnify NABI from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor. The contractor will fully indemnify NABI against all such claims in this regard and this institute will not have any responsibility towards such loss/accident/mishap etc.
- 17) **Abide by provisions of Labour Laws:** The persons so deployed shall be under the overall control and supervision of the Contractor and the contractor shall be liable for payment of their wages, wage slip, UAN/EPF/ESI Numbers & cards and all other dues within the stipulated time which the Contractor is liable to pay under various Labour Regulations and other statutory provisions. NABI shall be absolved from any such liability at its own level. It will also be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract. Whenever any liability is arisen to the institute on account of violation of any provision of the said acts by contractor, it will be compensated from the contractor/monthly bill.
- a) Contract Labour Regulation & Abolition Act, 1970 and rules made therein as amended
  - b) Workmen Compensation Act
  - c) Minimum Wages Act
  - d) Payment of Wages Act
  - e) Payment of Bonus Act
  - f) Employee Provident Fund Act
  - g) ESI Act
  - h) Industrial Dispute Act
  - i) Trade Union Act
  - j) Maternity Benefit Act
  - k) Prohibition of Employment of Children Act
  - l) Employment of Labour/Contract Labour Act
  - m) Industrial Employment Act
  - n) Any other act or legislation, which may govern the nature of the above contract.
20. **Deduction from bill:** Any liability arising on NABI in any context shall be deducted from the bills of the contractor and if the full amount is not recovered then the same shall be recovered from the security money of the contractor. There would be no liabilities towards the workers of the contractor on NABI. If contractor is not doing any work; that can be done by NABI and expenditure involved will be deducted from Contractor's monthly bill.
21. **Right to alter specifications of works:** NABI through its officers reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out in the Institute by others and such alterations and variations shall not violate this contract.
22. **Representative of the contractor:** The Contractor is required to nominate his authorized representative at the site of work at their own cost who shall receive regular instructions from the Officer (to be nominated by the Executive Director) from time to time. All such instructions received by the authorized representative on behalf of the Contractor shall be deemed to have been received by the Contractor within the scope of this work order. If the representative doesn't come to office for taking instructions for proper resolution of work/issues, NABI shall be at full liberty to impose any kind of minor or major penalty at its own discretion which will be deducted from monthly bill of contractor.
23. **Failing to execute the Services:** In the event of the contractor failing to execute the Services for the entire One Year under the contract either in whole or in part an alternative arrangement will be made by NABI totally at the cost & risk of contractor besides any levying suitable fine /penalty even if the services are temporarily terminated by NABI.

24. **Loss & damage:** The contractor shall be liable to pay compensation for any loss & damage caused to the property of NABI or its Staff Members/Students/Visitors by the contractor or his workers deployed at site.
25. **Conduct of staff:** The contractor shall be personally responsible for the conduct of his staff. In case of any complaint against any of his staff, the contractor will be under an obligation to change the worker concerned when instructed by NABI authority and shall provide immediate replacement against him/her for the smooth functioning of work. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. NABI shall not and cannot hold any responsibility with regard to staff on the role of the contractor what so ever.
26. **Staff to abide by rules of the Institute:** The contractor & his staff shall follow the rules & regulations of NABI in force and instructions issued from time-to-time. NABI will be free to take action against the contractor for violating the same.
27. **Notice for termination of contract:** NABI reserves the right to terminate the contract without assigning any reason by giving a notice of ONE month. The contractor will also have to serve a notice of 03 months, if he wishes to terminate the contract.
28. **Observance of holidays:** The personnel of Contractor should observe only three closed holidays in a Calendar Year irrespective of number of the holidays observed by the Institute as per the list given by the Institute from time to time. The **Three closed holidays** would cover **Republic Day, Independence Day, Gandhi Jayanti**. In addition to this, the staff will observe **05 more holidays** on **Holi, Eid-ul Fitr, Diwali, Guru Nanak Birthday and Christmas Day**. On all other days except weekly off, the staff will have to come to NABI without asking for any extra amount.
29. **Six days working:** The services of employees of Contractor should be made available on all six days of a week as per institute's requirement. The staff must ensure their presence atleast 10 minutes in advance before actual in-time. It would be sole responsibility of the contractor to ensure proper weekly off to all the staff deployed at NABI without suffering the work at NABI.
30. **Verification report:** A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas and certificate of medical fitness of the employee at contractor's own cost should be submitted before deployment and also list of employees with bio-data of each employee posted to the Institute along with photo and signature/thumb impression should be handed over to Administration of NABI and also a copy thereof should be with contractor for review any time by NABI. Any changes should be informed immediately. All the staff deployed should be medically fit as well.
31. **Responsibility towards leave benefits, weekly offs, National & Festival holidays:** The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc. other than mentioned above to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the sole responsibility of the contractor to provide a suitable substitute for smooth functioning of work. Whenever, any substitute is provided by the Contractor against any personnel, NABI will make payment for that substitute only.
32. **Not Charging Consultation fee from Staff for deployment:** The contractor will not deduct anything in the form of consultation fee from the person so deployed at NABI. All such terms & conditions should primarily be settled well in advance between person and contractor. At any stage, this institute shall not be held responsible for any such issues/disputes. If anything is arisen out, such disputes shall be handled by contractor with utmost care without harming image of this institute. Further, if at any stage, it is found that the contractor has deducted amount from the monthly salary of staff, same will have to be returned to staff forthwith by the contractor without much discussion with NABI.
33. **Failure to provide manpower:** The contractor will have to provide all types of manpower i.e. Clerical, Technical, Housekeeping, Attendants, Driver, Farm Skilled & Unskilled Labourer, Mali etc. as and when asked to provide by this institute. If the contract is failed to deploy any type of above

mentioned manpower, NABI shall be at full liberty to hire such manpower from outside at the prevailed market rates to finish the work and cost towards such hiring of manpower alongwith transportation shall be deducted from the monthly bills of contractor without any notice to contractor.

34. **Signing of Agreement:** The successful tenderer shall be required to execute an Agreement Deed on the format approved by this Institute on stamp papers of appropriate value.

35. **Recovery from Contractor towards quality of work:** The decision of the Executive Director, NABI, Mohali with regard to the determining quality of Work/services done by the contractor or his employees shall be final and acceptable to the contractor. The contractor shall, thereafter, rectify the defects so pointed out without any extra payment. The ED, NABI reserves the right to get the Work/Services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he/she may think appropriate.

36. **Pro-rata payment of Administration Charges:** Administration charges will only be payable to contractor on account of deployment of any person and his/her working for whole month only. Pro-rata payment for number of days worked by staff shall be made to contractor if the contractor's staff has worked less than a month.

37. **Surprise checks by NABI:** The Executive Director, NABI or any other officer(s) so authorized by him shall be at liberty to carry out surprise checks on the working of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties satisfactorily. Also, the persons deployed by the Contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Institute either implicitly or explicitly.

38. **Wage slips & EPF/ESI detailed sheet:** The contractor shall provide salary slips, Employment card, ESI card and EPF deductions detailed slips/sheet to employees with full information in respect of the wages paid by him to his employees so deployed at NABI in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under and as per EPF & ESI Acts. NABI shall be at its full liberty to impose any kind of penalty if the wage slips are not issued to worker/staff after disbursement of salary.

38. **Penalizing the contractor for any default:** NABI, Mohali reserves the full right in penalizing the contractor from minimum 1% to 10% for any default committed for any types of lapses like not supplying manpower on time, not making payment/salary disbursement on time, non addressing of manpower issues and any other etc., without giving any prior notice to contractor for such deduction of amount from his monthly bill.

39. **Maintenance of Attendance register:** Although the institute has started biometric attendance system but, the contractor will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment and NABI may ask the contractor any time to provide such data. Also, the stationery items like registers, scales, writing pads, pencils, staplers etc. will be provided by the contractor only as and when required in connection with any of the functional requirements related to the work assigned.

40. **Adherence to Central/State rules:** The Contractor shall fully adhere to provisions of various Central/State Act(s) or the regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS at the rates specified on the total monthly bill as per provision of the Income Tax Act, or as applicable, at the rates as applicable from time to time.

41. **Unlawful Act by staff:** In case any of the persons so deployed by the Contractor does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the contractor shall take suitable action against such employee on the direction of the ED, NABI or any officer deputed by ED, NABI in this regard. In case of any complaint/defect pointed out by the Institute authorities, the Contractor shall immediately replace the person so deployed.

42. **Payment of Minimum wages:** The contractor shall pay his workers the minimum wages as fixed/notified from time to time by the '**Central Government**' throughout the tenure of contract in the presence of the representative of the Executive Director of NABI or by issuing account payee cheques/NEFT to all individuals. It will be the sole responsibility of the Contractor to disburse the wages/salaries of its deployed personnel on or before 7<sup>th</sup> of every month alongwith the Pay slip as per



Central Labour Enforcement Authority and to address all the issues related to disbursement of wages/salaries. Any amendments in the wages by Govt. shall be notified to institute's authority first by the contractor and then will be paid to staff accordingly.

**43. Handling of local problem:** In the event of local problems arising while discharging the functions at NABI due to deployed staff of the contractor, the contractor will deal with them appropriately and he will not bring NABI on the scene for such matters. The Administrative Officer, NABI should be kept informed of any such occurrence and the solution found.

**44. Uniforms and Identity Cards:** The contractor at his own cost will provide two Sets of Uniforms annually and one Identity Card to his workers deployed at NABI to both Males/Females while on duty where ever applicable and as approved by the competent authority, NABI. Sufficient number of uniforms would have to be provided as per the season (Summer/Winter) so that the worker is always in neat and tidy uniform. The price bid shall be filled accordingly by the contractor.

It will be strictly monitored & severe fine will be imposed (@ Rs 200 for each case of default/day/person) and deducted from the monthly bill of the contractor without any notice, if any worker is found without uniform. It will be sole responsibility of the contractor to monitor and if any worker is found without uniform/identity card will not be permitted to enter into the premises.

**45. Reporting at NABI by contractor:**

- a) The contractor or his representative shall daily report to Officer-in-charge, NABI to supervise the work under the contract and take instructions every day from him for the work on a Book/Register to be maintained by the contractor exclusively for the purpose. He shall preserve the said book and produce the same as and when required.
- b) The contractor will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
- c) The contractor/his representative should approach the supervisor/in-charge, if he needs any instructions/help or has any difficulties.
- d) The contractor/ his representative should all the time be available at work site during the course of his work.
- e) NABI reserves the right to call on the representative/supervisor of the contractor at any time during the working/off hours.
- f) The contractor shall take a review session of the staff deployed at NABI after disbursement of their salaries so as to ensure that the wages are paid appropriately to each staff.

**46. Supervising:**

- a) The contractor shall be responsible to extract the work, manage the work, maintenance of gardens etc. as the case may be and for interaction with office-in-charge for the upkeep. He should maintain account of materials taken outside the premises and brought back. These materials can be taken outside only with the approval of Officer In-charge or higher authorities.
- b) The services of the workers/personnel deployed by contractor will be required on all days in a month irrespective of holidays and they should be prepared to work on shifts whenever and wherever it is required by NABI. The Contractor has to ensure proper attendance of the personnel deployed and should produce Character and Antecedent's verification reports of the persons engaged at NABI and the same shall be submitted to the department for verification.
- c) The labourers provided by the Contractors shall maintain personal hygiene at NABI.
- d) The persons deployed should be reliable, trust worthy, alert and efficient.
- e) The contract personnel should be disciplined, polite with good behaviour. In case of any complaint or any unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
- f) The contract personnel shall undergo medical examinations at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Institute at the cost of the contractor.
- g) The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
- h) The contractor should make payment to the workers on or before 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bill from NABI.

**47. Minimum Labour to be provided:**

As per any number of requirement of NABI, the contractor will have to provide manpower as and when asked for various services like Security Guards, Office Assistant, Driver, Office Attendant/Peon, Lab Attendant, Canteen & Guest House m/p, Cook, Cook Helper, Housekeeping & cleaning, Shifting of goods, Mali, other horticulture, Farm Labourers etc. within 24 hrs time. Such manpower shall be provided after being identified by NABI from the talent pool of the contractor based on the suitability of the candidates for the job/work to be assigned and NABI shall fix the remuneration payable to each according to the job responsibilities, experience and qualification possessed.

**48. Payment Conditions:**

- a. The Contractor will submit the monthly **pre-receipted bills in duplicate** after satisfactory completion of the work to the Officer of the Institute for certification for pro-rata payment alongwith monthly challans of EPF alongwith ECRs, ESI alongwith detailed list of contribution made and GST submission duly certified, stamped and signed. The officer on receipt of bill shall check the work record and there after process the bill for payment.
- b. All bills should be submitted on printed forms, duly signed, stamped and pre-receipted before 12<sup>th</sup>. NABI shall try to make payment by the end of that month after all adjustments if the bill is received on or before 12<sup>th</sup>. The contractor will not keep any linkage between payment and disbursement of salary to staff and shall also not force NABI for payment if not adhered to time schedule.
- c. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act, EPF Act, ESI Act, Equal remuneration Act, Payment and all other relevant Act and will be responsible for the deposit of Employees' and Employer's share of statutory contributions with the EPF/ESI authorities at his own level and maintenance of such records as per rules. He will also arrange for opening such EPF/UAN//ESI accounts etc. of all the employees deployed by him in this Institute and provide all relevant information to NABI Administration. Payment will be made by the Institute to the contractor on monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned officer of NABI. A certificate to the effect that all labour laws including EPF, ESIC payments, Bonus etc., are being followed has to be furnished with proof along with the bill for payment.
  - i. The contractor will submit wage bill as per details/table given below:
  - ii. Name of the firm/company
  - iii. Annual contract for Providing Manpower Services for various activities.
  - iv. Authority No. & date
  - v. Date of commencement of the contract
  - vi. Wage bill for the month.....
  - vii. Bill No. & date
- d) Bill mentioning complete details vis. Name of the worker, Employee Code No. EPF No., ESI No., Minimum Wage, Days, Wages, Employees contributions towards ESI, EPF, Carry Home wages, Employers share towards EPF, EDLI, ESI etc.
- e) Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
- f) The contractor has to attach EPF/ESI/GST challans alongwith the bills.
- g) In case of any delay in processing the bills, the contractor would be required to ensure the payment of its workers on or before 7<sup>th</sup> of every month and in any case there should be no linkage between this payment and settlement of the contractor's bill from NABI.
- h) The contractor shall furnish complete details of disbursement of salary to the Executive Director, NABI before 10<sup>th</sup> Day of every month and submit his monthly bill last by 12<sup>th</sup> of every month so as to make payment on time by the end of month.

**49. Commencement of Work:** The Contractor is required to start the work of supply of manpower for the services with effect from the date of award and submission of Agreement and Performance Security, failing which NABI at its sole discretion may cancel the work order and the EMD shall be forfeited without any further reference to the Contractor.

**50. Termination / Cancellation of Contract:**

- a. Notwithstanding any other provisions made in the contract, NABI reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public Interest. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- b. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and BG towards Performance Security submitted to NABI shall be invoked without any claim whatsoever on NABI and the contractor shall be liable for action as appropriate under the extant laws.
- c. Also, the terms under the penalty clause of the NIT shall be levied alongwith the forfeiture of performance security.

**Date:**

**(Signature of the Tenderer)**  
**Seal & address**

*(To be furnished on non-judicial paper duly attested by a Magistrate/Notary Public)*

**AFFIDAVIT**

I/We (name)\_\_\_\_\_ contractor/partner/sole proprietor  
 (strike out which is not applicable of (firm)\_\_\_\_\_ do hereby  
 solemnly affirm and declare that the individual/firm/companies are not blacklisted by any  
 Central/State/Government Department or an autonomous body in past and have also fully deposited  
 the EPF and ESI contributions of the manpower deployed by us in any said institutions and also have  
 met all the statutory requirements as well.

**Date:**\_\_\_\_\_

**(DEPONENT)**

**Verification:**

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and  
 belief. No part of it is false and nothing has been kept concealed therefrom.

**Date:**\_\_\_\_\_

**(DEPONENT)**

**(Stamp and Signature of tenderer)**

**UNDERTAKING BY CONTRACTOR****I/We hereby certify that:**

1. I/we have gone through tender's conditions and made site visit in order to evaluate level of services to be rendered and quoted accordingly for rates.
2. Full manpower will be engaged on daily basis for providing manpower as per instructions of Officer-in-charge and if failed to provide, institute may penalize us as felt appropriate.
3. I/We have specified the number of persons to be engaged daily (manpower) to execute all the works as mentioned above at NABI.
4. We agree that the payment will not be made for the work not carried out by the contractor in any of the above areas and the institute may pay us administration charges on pro rata basis as mentioned above in clauses.
5. I/We fully undertake that waste material will be collected in polyethylene bags/substitute as approved by Govt. & disposed off in a proper manner.
6. I/We will provide staff for shifting of furniture, equipments and Daily Labourers as & when required by NABI.
7. I/We agree for the bills payment on monthly pro-rata basis and will not keep any linkage between salary disbursement and monthly payment of bill.
8. I/We agree to pay minimum wages as per Labour Enforcement Authority and take responsibility for any claim on account of breach of any Labour Laws/Contract Labour Act provisions/EPF/ESI/less payment of wages to manpower/GST etc.. I/We shall provide UAN/EPF/ESI cards within 25 days from the award of contract or deployment of worker at any time in NABI.
9. Torch for night patrolling will be provided by us on own cost to each shift's security guard.
10. I/We hereby undertake that we will bear all charges as needed for taking/renewing of Labour License from the concerned authority from time to time.
11. I/We agree to pay minimum wages as per the Labour Enforcement Authority + PF + ESIC + BONUS etc. and payment of such wages/salaries to the deployed staff on or before 7<sup>th</sup> day of every month. If Sunday or any type of holiday is falling on 7<sup>th</sup> day of the month, I/We will make payment to manpower before 7<sup>th</sup> without keeping any linkage with payment of monthly bill made by NABI.
12. We shall issue detailed wage slips every month with payment to each worker along with their ESI and EPF (UAN) code and maintain all formalities as stipulated in Contract Labour & other Acts.
13. Substitute will be made available as & when required. Extra man power if called during the conference/meetings will be provided as soon as possible.
14. Based on the seasons, 02 sets of Uniform and 01 Identity card as per below detail will be given by contractor in a year to specific staff deployed at sites:

<b>Uniform to staff other than Security Staff (Appx.: 25 Nos.)</b>	<b>Uniform of the Security Staff (Appx. Nos.: 15)</b>
Pent	Pent
Shirt	Shirt
Sweater (1) during winter	01 pair of shoes
-	Cap/Turban
-	Belt
-	Batten
-	Sweater during winter

15. We full undertake and agree that NABI is at full liberty to impose penalty as defined in NIT and out services charges are inclusive of Uniform, ID card and regular visit of our representative to sites.
16. One season set of uniform should be provided in October and one another season set should be provided in March. However, the first season set should be provided within 60 days of award of work/tender.

**Place:****Date:****(Contractor's Seal & Signature)**

**LETTER OF ACCEPTANCE**

I/We have read all the tender conditions including General Terms and Conditions of the contract given in the tender document.

I/We fully agree to abide by the same.

**(Signature of the Contractor & Seal)**

**Address for Correspondence:** -----  
-----  
-----  
-----.

**(Signature of the Contractor & Seal)**

## Scope of Work

### 1. For Horticulture/Agricultural Experiment Farm Services:

- a) Maintenance of all the fields/lawns/plants/trees of NABI including Guest House and the Research Farm at Sector 81, main campus.
- b) The maintenance shall be provided by proper soil, landscapes, bed management, watering, weeding, manuring, moving, cutting of grass, shrubs maintenance of hedges, edges creepers etc., pruning, spraying pesticides, replacing dead plants, re-developing or improvising landscapes wherever required. The maintenance shall mean and include watering, preparation of beds, weeding, mulching, forking the soil, trimming, pruning, supporting, mowing lawns/grass, sweeping, disposal of materials, application of manures like cake dung, insecticides, pesticides etc. The interval for spraying insecticides, applying fertilizer/manure etc., will be as per site conditions and requirements. It also means and includes, replacement of plants and shrubs, to fill in the gaps during the operational period.
- c) Plantation of sapling, trees, flower plants, their maintenance and trimming from time to time, changing pots etc.
- d) Watering plants and grass in the lawns to ensure that greenery is maintained.
- e) Pest control use and spray of pesticides.
- f) Arrangement of flower vases as per the requirement of NABI.
- g) Maintain and enhance beauty of the premises at all times.
- h) The total area of the experimental farm is about 30 acres.

**\*Approximately 05 Mali, 14 Farm Labourers and 05 Skilled Labourers (\*Farm Labourer's number is variable as it fluctuates as per season's requirement) shall be required. The Contractor has to keep buffer stock of Farm Labourer as the requirement gets fluctuated from time to time.**

### 2. For Housekeeping/Cleaning/Canteen and Guest House:

“Providing cleanliness/housekeeping services which include cleaning work of complete NABI area i.e. GF, FF, 2<sup>nd</sup> Floor & 3<sup>rd</sup> Floor, glass panes, mopping and general cleaning in a covered area as suggested by the institute from time to time.

- a) In brief the job function is to maintain the aesthetic looks in the Institute and Guest House premises by maintaining pleasant odour and cleanliness, keeping the building & the surrounding area neat, clean & tidy every day keeping them in hygienic & sanitary conditions of high standard as per contract.
- b) Effective cleaning of rooms and bathrooms has to be ensured during the morning shift taking into account the convenience of the occupant.
- c) The Housekeeping staff will be present in the premises and carry out duty for entire eight hours excluding meals/tea hrs./ staggered duties as assigned by competent authorities.
- d) The workers should maintain highest discipline and behave politely and proper manner with the students and guests. They should not argue with the students and guests.
- e) The guidelines of cleaning process are as under:

#### **(i) DAILY- House Keeping:**

- a) Proper sweeping & mopping of all floors in the building twice daily. Cleaning of walls, Glasses, railings, corridors & lifts, entry roads of various buildings etc. covering the entire constructed areas, no betel stains or cob webs etc. should be visible anywhere.
- b) Cleaning entrance lobby area frequently.
- c) Cleaning of Waste Paper Baskets, Sanitation Bin & Spittoon set & disposing of garbage/refuse as directed.

- d) Dusting Guest House furniture, almirahs, cupboards, phones, partition walls, doors, windows, Notice Boards, Flower Vases & pieces of decoration and other materials available in NABI.
- e) Porcelain fixtures to be cleaned with Vim.
- f) To spray with room fresheners/ perfume to maintain pleasant odour as & when required especially at Guest House when occupied..
- g) Spray of Gammexine, bleaching powder & Finit /Hit or good insecticide on regular basis to prevent breeding of flies/ mosquitoes, cockroaches, lizards and big ants and other pests.
- h) To attend & clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes & sewer lines, whenever required for smooth functioning and as directed by Officer-in-charge.
- i) Thorough cleaning of rooms with, Odorex, dettol/ carbolic acid / disinfectant etc. as required and as directed by Supervisor/ Officer-in-charge.
- j) To fill up chart of duties as maintained by institute's representative and ensure complete compliance to that.

**(ii) WEEKLY – House Keeping:**

- a) Cleaning of Carpets, Curtains, Venetian/vertical blinds Phones and Electrical fittings on walls in rooms, passage and corridors in the building.
- b) Cleaning of fans, tube-lights, false ceiling, ceiling, walls, and other pipes as suggested.
- c) Cleaning false ceiling sheets, polishing of steel body.
- d) Cleaning of terraces in all buildings.
- e) Cob-webs in all the walls and ceilings to be removed as often as necessary and at least once a week.
- f) Mosquito repellent, chemical spray to be done in all the rooms.

**(iii) FORTNIGHTLY – House Keeping:**

- a) Cleaning of ceiling with electrical fitting & roofs.
- b) Washing & Scrubbing of floor with automatic (as described earlier) machines with required cleaning material.
- c) Cleaning storm water drains, water pipes & over head tanks.

**(iv) MONTHLY – House Keeping:**

- a) Wax Polishing of floor & polishing the furniture, if required, as per agreed extra cost.
- b) Sweeping & cleaning of service ducts, Service Rooms, Service Shafts & all drainage pipes including those of toilets.
- c) Cleaning of drains and manhole lines connected from all type of building to the main drains and sewer line.
- d) Washing of building from outside with prior permission from Supervisor/ Officer –in-charge.
- e) Carpet shampooing on quarterly basis.

**\*Approximately 12 persons shall be required.**

**3. For Guest House/Canteen:**

The contractor shall have to provide manpower for cooking of food/tea in guest house and as per the requirement of Institute.

**\* Approximately 03 persons shall be required.**



**4. For Office/Lab Management:**

The Contractor shall provide such manpower as per requirement of NABI for efficient office and laboratory management like that of Office Asstt (Highly Skilled with 5 to 10 yrs experience in Store/Accounts/General), Highly Skilled Professionals, Security Officer, Office Assistant, Receptionist, Data Entry Operator, Office Attendants/ Peon and Lab Attendant, Unskilled, Semi-skilled, Skilled and Highly Skilled persons for different types of works etc.

**\* Approximately 25 persons shall be required.**

**5. For Staff Car Driver:**

The Contractor shall provide such manpower holding valid driving licence and having vast experience of driving as may be required for driving the Staff Car as per requirement of NABI.

**\* Approximately 01 person shall be required.**

**6. For Security Services:**

The Contractor shall provide 24x7 security service at NABI holding valid Ex-men proof and police verification for guard as per the requirement of Institute.

**\* Approximately 15 persons shall be required.**

**TOTAL APPX. MANPOWER: 80 (Eighty only)**

**Please note:**

**\*No. and category of manpower may vary as per the requirement of institute and contractor will have to provide the same from time to time.**

**(Signature of the Contractor & Seal)**

**Technical Bid** (Check List to be attached and page numbers should also be written)

Sr. No.	Particular	Document Attached (Yes/No)	Page No.	Remarks (If any)
<b><u>Eligibility Criteria:</u></b>				
1.	Tender Document Fee details (Rs.1,180/-) (*mention DD No. & date, if attached)			
2.	Earnest Money Deposit (EMD) Details (Rs.3,00,000/-) (*mention DD Nos. & date if attached)			
3.	The firm must have ISO registration with their registered office at Chandigarh/Mohali/Panchkula (Tricity)			
4.	Valid License under Private Security Agency Act			
5.	Valid Labour License under 'Contract Labour (Regulation & Abolition) Act with Central Labour authority & subsequent rules made there under and registration from Chandigarh/Mohali/Panchkula (Tricity)			
6.	The firm must have valid EPF & ESI registration/code			
7.	Attach Letter head of the firm/company clearly mentioning postal address & contact details i.e. Tel / e-mail/Fax Nos. etc. of the respective person.			
8.	Work experience of engaging atleast 80 persons as outsourced manpower or more in a single contract during the last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution.			
9.	Executed atleast One work of similar nature of annual value Rs.1.5 Crore or Two works of similar nature of annual value of Rs.75 Lakh each or more than two of similar nature of annual value of Rs.50 Lakhs each during the last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution.			
10.	Copy of certificate(s) issued by such Organization(s) where such work was executed and certifying that the applicant firm has executed the contract satisfactorily.			
11.	Valid copy of Goods & Service Tax (GST) registration certificate.			
12.	Latest copy of Income Tax Return for the last 02 years (i.e. FY 2015-16 & 2016-17).			

13.	Copy of Audited Balance Sheets for the last 02 years (i.e. FY 2015-16 & 2016-17).			
14.	Solvency certificate of an amount not less than Rs. 30.00 Lakh issued by a Nationalized/Schedules bank with in the last six months (* from the last date of tender)			
15.	Attested copy of the Firm's PAN Card.			
16.	Affidavit that the firm is not black listed as per the specimen of Tender at Annexure-I.			
17.	Stamped & Signed copy of the undertaking as per Annexure-II.			
18.	Letter of acceptance as per Annexure-III.			

**(Signature of the Contractor & Seal)**

**(To be sealed in separate envelope marked as 'Price Bid' for outsourced manpower and security services at NABI, Mohali)**

**“PRICE BID”**

(The contractor should quote the Administration charges only which include the charges to provide uniform as per tender, Identity card and regular visit of their representative to NABI)

**A). Wages: - As per Central Government Notification (Not to be quoted here)**

**B). Administration/Service Charge:\_\_\_\_\_ (Only in INR value)**

**C). GST: - Extra on (A+B)**

**Kindly note:**

- 'L1' will be decided on the basis of (B) above i.e. Administration/Service charges filled up in (B) above.
- Administration/service charges quoted at (B) above other than INR value will not be accepted and such bids will be straightway rejected. Firms are therefore requested to kindly fill the administration charge in INR value only and not in percentage.
- The administration charges quoted must be inclusive of the cost towards Uniform, Identity Card and regular visit of the contractor's representative to handle various issues at site as mentioned in above NIT and exclusive of GST only.
- Price Bid should be sealed and stamped in a separate cover.
- No change shall be accepted in the Price Bid after its submission at NABI.

**(Signature of the Contractor & Seal)**

**TENDER AGREEMENT**

(To be printed on Company/Firm's Letter Head)

Date: \_\_\_\_\_

To

The Executive Director,  
National Agri-Food Biotechnology Institute,  
Sector – 81, Knowledge City, Mohali – 140306, Punjab

**Tender Ref. No:- NABI/6(5)/2018-Gen dt. 22<sup>nd</sup> Feb, 2018****Name of Work: Tender for outsourced manpower & security services at NABI, Mohali**

Sir,

I/We understand the nature and quantum of work to be carried out and read the various conditions to tender including general conditions and hereby agree to abide by the said terms and conditions. I/We also agree to keep this tender open for acceptance for a period of **90 (Ninety) days** from the date fixed for opening the Part-I and in case the tender is withdrawn within the validity period or the contract if awarded is not accepted, I/We understand that my/our "Earnest Money Deposit" submitted along with the tender to Executive Director, NABI will be liable for forfeiture. The rate quoted is by firm and I/we will execute the work as per the rates quoted in the attached schedule and hereby bind myself/ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract. I/We also hereby agree to abide by the rules and regulations of NABI general conditions of the contract as amended from time to time and to carry out the work according to the drawings, specifications and special conditions of the contract laid down by NABI.

Further, a sum of Rs.3,00,000/- is hereby forwarded as Earnest Money in the form of Demand Draft drawn in favour of NABI from a Scheduled bank. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- a) I/We do not execute the contract documents immediately after getting information from NABI
- b) I / We do not commence the work within **15 days** after issue of the letter/contract to that effect.

Also, until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work.

**(Signature of Tenderer(s) with Stamp)****Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between **NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE**, a Society registered under the Societies Registration Act and having its office at "Sector-81 (Knowledge City), PO Manauli, SAS Nagar, Mohali (Punjab)- 140306 (hereinafter referred to as NABI) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

**AND**

\_\_\_\_\_ (hereinafter referred to as **Contractor**) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS NABI is desirous of giving a job contract for providing manpower at NABI, Sector-81, Mohali (Punjab) and whereas the Contractor has offered to provide skilled and unskilled workers on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar on him in this respect. Any obligations and/ or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/ or execution of this Contract shall be carried out by the contractor at his own expenses, etc and the contractor shall report the compliance thereof to NABI. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS NABI has agreed to award the contract for providing manpower of any type and kind, hereinafter mentioned as work assigned details of which are given at Annexure 'A'.

AND WHEREAS the contractor has agreed to furnish to NABI a Security/Performance deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by way of a **Bank Guarantee**.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

**A. GENERAL CONDITIONS:**

1. It is understood that the Contractor has read all the conditions written in the NIT No. \_\_\_\_\_ and fully undertake to abide by them on time. This referred NIT will be an integral part of this agreement and all the terms & conditions as mentioned in the NIT will be applicable as such on contractor without any prejudice.
2. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned in NIT shall be the employees of the contractor only for all intents & purposes. The persons so deployed shall remain under the control and supervision of the contractor and in no case, a relationship of employer and employee between the said persons and NABI shall accrue/ arise implicitly or explicitly.
3. That on taking over the responsibility of the work assigned the Contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Executive Director, NABI or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the ED, NABI for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by ED, NABI or the officer designated by the ED in this respect from time to time.

4. That the Executive Director, NABI or any other person authorized by the Executive Director shall be at liberty to carry out surprise checks on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties
5. That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful activity or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of NABI in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the Institute in case of any of the aforesaid misconduct on the part of the said person.

#### **A. CONTRACTOR'S OBLIGATIONS:**

1. That the contractor shall carefully and diligently perform the work assigned to him as mentioned in NIT to the utmost satisfaction of the Institute.
2. That for performing the assigned work, the contractor shall deploy medically, physically fit persons along with their police verification and shall keep a complete record of their staff at his office. The contractor shall ensure that the persons are punctual, disciplined and remain vigilant in performance of their duty. If found sleepy, doing misconduct with any staff, refusal to do assigned task or non vigilant; NABI will be in full liberty to remove/dismiss without giving any notice.
3. That the contractor shall submit details such as names, parentage, residential address, age, etc., of the persons deployed by him in the premises of NABI for the purpose of proper identification of the employees of the contractor deployed for the work. He shall also issue identity cards on own cost bearing their photographs/ identification etc. within 10 days of their deployment and such employees shall display their identity cards at the time of entering or leaving or while on duty at NABI. If anything happens or issue arisen up at site, the contractor shall take full responsibility to handle that issue without keeping NABI in picture.
4. That the Contractor shall be liable for payment of wages, payment of minimum wages, maintenance of all necessary statutory registers and forms as per Contract Labour (R&A) Act, 1970 and rules made therein from time to time, issuance of EPF & ESI code, deposition of EPF & ESI contribution and all other related dues which they are entitled to receive under applicable labour laws and other statutory provisions.
5. That the contractor shall at his own cost if required take necessary insurance cover in respect of the aforesaid services rendered to NABI and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act, 1970; Employees State Insurance Act, 1948; Workman's Compensation Act, 1923; Payment of Wages Act 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Prohibition of Employment of Children Act, 1938, Maternity Benefit Act, 1961 and/ or any other Rules/ regulations and/ or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep NABI indemnified from all acts of omission, fault, breaches and/ or any claim, demand; loss; injury and expense arising out from the non compliance of the aforesaid statutory provisions. Whenever any statutory charges shall be levied by any of the Govt agencies towards breach of any provisions, the contractor shall have to pay that directly without maligning the image of NABI.
7. Contractor's failure to fulfill any of the obligations hereunder and/ or under the said Acts, rules/regulations and/ or any by-laws or rules framed under or any of these, conditions mentioned in the said NIT; NABI shall be entitled to recover any losses or expenses from monthly bills which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
8. That the contractor shall be required to issue and maintain permanent attendance registers/muster roll within the building premises which will be opened for inspection and checking by the authorized officers of NABI any time as and when deemed suitable/appropriate.
9. That the contractor shall make the payment of wages etc. to the persons so deployed in the presence of representative of NABI or by account payee cheques into the account of the workers, directly bank transfer in employee's account and shall on demand furnish copies of wages register/ muster roll etc. to NABI having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the contractor to ensure that he is fulfilling his commitments towards his employees so deployed under various Labour Laws, having regard to the duties of NABI in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and unauthorized deductions made, maintenance of wages book, issuance of

salary/wages slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

10. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at NABI in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till submission of required documents.
11. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of NABI.
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability reimburse to NABI the sum incurred by NABI, in this regard.
13. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of NABI and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in NABI either explicitly or implicitly. The charges towards loss or damage made in such case by his deployed staff, shall only be recovered from contractor only.
14. The BG deposited as performance security shall be liable to be invoked or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor. While making payment of BG to contractor, NABI shall be at full liberty to deduct any percentage of amount from the submitted BG towards any loss/damage made by contractor's deployed staff, failed to fulfill any of the conditions as specified in NIT and failed to fulfill the requirement as directed by NABI as well from time to time which may be of any kind of nature related to the deployment of staff at NABI.
15. The BG shall be released in favour of the Contractor within 02 months of the expiry of the satisfactory performance of the contract after adjusting any dues if any.
16. That the Contractor shall keep NABI indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case NABI is made a party and is supposed to contest the case, NABI will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to NABI on demand. Further, the Contractor shall ensure that no financial or any other liability comes on NABI in this respect or of any nature whatsoever and shall keep NABI indemnified in this respect.
17. The Contractor shall further keep NABI indemnified against any loss to NABI property and assets. NABI shall have further right to adjust and/ or deduct any of the amounts as aforesaid from the payments due to the Contractor under this contract.

## **B. NABI'S OBLIGATIONS:**

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a lump sum service charge in percentage as quoted in 'Price Bid' on pro-rata monthly basis as mentioned in NIT. Such payment shall be made by NABI as per tender conditions on the basis of the bills raised & submitted timely by the contractor and duly certified by the officer designated by NABI in this regard.
2. That the aforesaid lump sum amount in pro-rata percentage has been agreed to be paid by NABI to the contractor.
3. The payment on account of enhancement/ escalation charges on account of revision in minimum wages by the appropriate Govt. (Govt. of India) from time to time shall be payable by NABI to the contractor.
4. That NABI shall reimburse the amount of EPF/ESI and Goods & Services Tax, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.
5. NABI shall not charge anything towards the Electricity and Water used by employees of the contractor.



**C. PENALTIES/ LIABILITIES:**

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement and NIT as well. In the event of any breach of the agreement, the same may be terminated and the security deposit/Bank Guarantee will be forfeited either in full or as mentioned above and further the work may be got done from any other agency at contractor’s risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement/NIT or commits any default or his services are not to the entire satisfaction of officer authorized by the Executive Director in this behalf, a penalty as stated in NIT or leading to a deduction maximum upto a range between 1% to 10% (on the basis of default made by contractor in fulfilling its obligations on time as per requirement of NABI) of the total amount of the bill for a particular month will be levied without any prior notice to contractor.

**D. COMMENCEMENT AND TERMINATION:**

1. That this agreement shall come into force w.e.f. \_\_\_\_\_ and shall remain in force for a period of one year. This agreement may be extended on same terms and conditions as mutually agreed upon by two parties.
2. That this agreement may be terminated on any of the following contingencies:
  - a) On the expiry of the contract period as stated above.
  - b) By giving one month’s notice by NABI on account of:
    - i. Committing breach by the contractor of any of the terms and conditions of this agreement.
    - ii. Assigning by the contractor any part thereof to any sub-contractor by the contractor without written permission of NABI.
  - c) On contractor being declared insolvent by the competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

**E. ARBITRATION:**

1. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Executive Director, NABI or his nominee.
2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred unable to act for any reason whatsoever, the Executive Director, NABI shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage which it was left by his predecessor or afresh as the case may be.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
5. Further, the terms & conditions of the NIT No. NABI/6(5)/2018-GEN, dt. 22.02.2018 form the integral part of this agreement and all the terms and conditions mentioned therein will also bind on the Contractor.

In witness whereof the parties hereto have signed these present on the date, month and year first above written.

\_\_\_\_\_  
**For and on behalf of the Contractor**

\_\_\_\_\_  
**For and on behalf of  
National Agri-Food Biotechnology Institute, Mohali**

**Witness:**

1). \_\_\_\_\_

1). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_