



**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)**

**&**

**CENTER OF INNOVATIVE AND APPLIED PROCESSING (CIAB)**

**ADDRESS: Knowledge city, Sector-81, Sahibzada Ajit Singh Nagar, Mohali (Punjab)-140306.**

**Name of work: Supply of manpower for Security Services at NABI-CIAB Campus, Mohali.**

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*Note: Tenderer should confirm that they have received all the above papers from Sr.No.02 to Sr.No.11 and seen and understood all items. All the documents are to be returned duly signed and stamped by the tenderer.*

**TENDER ISSUED TO (if taken from NABI-CIAB Office):**

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

\_\_\_\_\_

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

**(Signature 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.

**(Signature of the Contractor with seal)**

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**NOTICE INVITING TENDER (NIT)**  
**(NABI /6(41)/2016-GEN, dt. 20th April, 2017)**

SEALED TENDERS under Two Bid Systems (Technical Bid & Price Bid) are invited from:-

- 1) the ISO certified and DGR registered firms having their registered office(s) at Chandigarh/ Mohali/Panchkula
- 2) the firm who must have executed at least One work (01) of similar nature of annual value Rs.30 lakh in Central/State Govt./PSUs/Autonomous Bodies **OR** two works(02) of similar nature of annual value of Rs.15 lakhs each in Central/State Govt./PSUs/Autonomous Bodies **OR** more than two works of similar nature of annual value of Rs.12 lakhs each during the last THREE (03) years in Central/State Govt./PSUs/Autonomous Bodies
- 3) must have minimum of Two running (02) contracts of similar nature of annual value of Rs.30 lakhs and above in Central/State Govt./PSUs/Autonomous Bodies.
- 4) During the last 03 years, the firm should possess a valid Labour License, ESI, EPF registration/code, Security License (for the State of Punjab),
- 5) the firm having work experience of providing at least 25 guards/persons or more in a single security contract continuously over a period of at least three years in Central/State Govt./PSUs/Autonomous Bodies.
- 6) Tender documents can be obtained from NABI Office either by post or in person, on payment of Rs.1,000/- (Rupees One Thousand 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 during the period from 19.04.2017 to 11.05.2017 between 10.00 a.m. and 02.00 p.m. with submission of a written request.
- 7) Tender document, if downloaded from NABI website, must accompany with ‘Tender Document fee of Rs.1,000/-(Rupees One Thousand 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.
- 8) Tender documents must be enclosed with an Earnest Money Deposit (EMD) of Rs. 70,000/- (Rupees Seventy Thousand Only) in the form of Demand Draft drawn in favour of ‘Executive Director, National Agri-Food Biotechnology Institute, payable at Mohali, details whereof is also tabulated as under:

S.No.	Tender No.	Name of Work	Cost of Tender Document (Rs./- )	Earnest Money Deposit (Rs./- )
1.	NABI /6(41)/2016-Gen	Supply of Manpower to NABI-CIAB Campus for Security Services under the Minimum Wages Act.	Rs. 1,000/-	Rs. 70,000/- in the form of Demand Draft in favour of Executive Director, National Agri-Food Biotechnology Institute, payable at Mohali

- 9) Tender documents can also be downloaded from NABI website [www.nabi.res.in](http://www.nabi.res.in), under ‘Tender-Miscellaneous’ tab during the above said period.
- 10) Tender documents without Tender Document fee of Rs.1,000/- shall summarily be rejected.

- 11) Sealed Tenders along with EMD of Rs. 70,000/- (Rupees Seventy Thousand 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 and III) duly signed and stamped by the Contractor/Agency with the Technical Bid (as per Annexure-IV of the NIT) superscribing as '**Technical Bid for the Supply of Security Services at NABI-CIAB Campus, Mohali**' should reach at the Executive Director, National Agri-Food Biotechnology Institute, Knowledge City, Sector-81, SAS Nagar, Mohali -140306, (Punjab) latest by 02.00 p.m. on 11.05.2017.
- 12) The Technical Bid would be opened at 03.00 p.m. on 11.05.2017 (i.e. same day) in the presence of tenderers or their authorized representative (only one), if any present.
- 13) The Tender '**Price Bid**' should be submitted in the prescribed proforma in a sealed envelope, **superscribed as the "Price Bid"** as given in the '**Annexure-B**' of Tender Document.
- 14) **The Price bid should be sealed separately and kept separate from the envelope of the Technical Bid.**
- 15) Tenders received after the appointed time and date as above whether sent by post or delivered in person will summarily be rejected.
- 16) Tenders submitted without EMD and Tender Document fee (if downloaded from the web site) along with the Technical Bid and incomplete tenders will also be rejected.
- 17) 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. The bidders must visit the website 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.
- 18) Executive Director, NABI reserves the right to accept or reject any or all the tenders without assigning any reason thereof and his decision shall be final and binding.
- 19) **Schedule for Submission & Opening of Bids shall be as under:**

<b>Submission of Bids</b>	<b>Due Date &amp; Time</b>
<b>a) Part-I Technical Bid &amp; b) Part-II Price Bid</b>	<b>11.05.2017 - 02.00 p.m.</b>
<b>Opening of Part-I (Technical Bid)</b>	<b>11.05.2017 - 03.00 p.m.</b>
Tender Evaluation (Technical Bid only)	NABI/CIAB may decide as per schedule.
Opening of Part-II (Price Bid) (*Price Bid will be opened of technically qualified tenderer(s) only)	Separate intimation shall be sent to technically qualified tenderer(s) only for opening of Price Bid(s).

**Administrative Officer, NABI**

**Administrative Officer, CIAB**

**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE**  
**&**  
**CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING**  
**INSTRUCTION TO BIDDERS/TENDERERS:**

Tender should be submitted in double bids duly marked as the 'Technical Bid' and the 'Price Bid'. The price Bid should contain the charges payable per person for a non-armed guard by NABI/CIAB to the contractor. The tender should be superscribed as "**Tender for Providing Manpower for security services for One Year**". EMD should be kept in a separate sealed cover super-scribed as "EMD".

**1. Submission of EMD:**

Submission of EMD is a must and should be submitted along with the tender. The EMD is to be furnished only in the form of DD/Banker's cheque from any schedule bank drawn in favour of Executive Director, NABI payable at Mohali. 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 unsuccessful bidders will be returned without interest after finalization/award of the contract. Tenders received without valid EMD will be summarily rejected.

**2. Performance Security (PBG):**

For due performance of his/their obligations under the contract, during the validity, the successful tenderer shall have to deposit 10% of the annual contract value as Security Deposit valid for at least two years immediately after the conclusion of award of contract. 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 adjustments whatsoever.

**3. Agency's contract value and balance sheets submission:**

The Security agency must have carried out one/two/more than two similar works of indicated value i.e. One work of Rs.30 lakhs each or two works of Rs.15 lakhs each and more than two of Rs.12 lakhs each in the last three years in Central/State Govt./PSUs/Autonomous Bodies. Copies of the balance sheets for the last three years to be attached in the Technical Bid.

**4. Running contracts:**

The Security agency must have at least TWO running contracts of similar nature of annual value of Rs.30 Lakhs with major National Banks/Insurance Companies/Central or State Government Departments/Public Sector Undertakings/Autonomous Bodies. Copies of contract with the contact numbers, addresses and contact persons must be attached with Technical Bid. Satisfactory performance certificate from the current and past Principal Employer must be attached along with the Technical Bid.

**5. Quoting of rates as per Minimum Wage:**

The wages payable shall be the present Minimum Wages prescribed by the State Govt./Central Govt, whichever is higher. **Any changes in Government Levies/taxes shall be payable at actual.** The wages at any cost shall not be less than the prescribed Minimum Wages as defined/notified by the State Govt./Central Govt, whichever is higher.

**6. Visit to assess the work:**

The tenderer should read the 'General Terms and Conditions' & 'Notes' of the Institute 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 of these services.

**7. Legible filling in Figure and Word:**

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 person.

**8. Interpolation & blank spacing:**

The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.

**9. Withdrawing of Bid:**

If any bidder withdraws his bid within the validity period (Validity Period=90 days) or makes any modification in the terms and conditions of the bid which are not acceptable to NABI/CIAB, then NABI/CIAB shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% (hundred per cent) of the earnest money absolutely.

**10. Discrepancy b/w words and figures in price bid:**

Evaluation of Price bid- If there is a discrepancy between words and figures, whichever is the higher of the two will be taken as the bid price for comparison.

**11. Tender's rejection:**

Failure to fulfil any of the conditions given above shall render the tender liable for rejection.

**12. ED, NABI and CEO, CIAB rights for tender:**

The Executive Director, NABI and CEO, CIAB does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

**13. Signing & stamping of pages:**

All the pages of the tender should be stamped and signed by the proprietor of the firm or his authorised signatory. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

**14. Joint Venture/Consortium /Partnership:**

Memorandum of Understanding shall be provided in case the Bidder comprises of Joint Venture/ Consortium/Partnership.

**15. Nomination of member:**

Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm.

**16. Declaration by bidder:**

Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middlemen or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency

commission has been or will be paid and that the tender price will not include any such amount. If NABI/CIAB subsequently finds to the contrary, the NABI/CIAB reserves the right to declare the Bidder as non-compliant and declare any contract, if already awarded to the Bidder to be null and void.

**17. Awareness of the work at NABI-CIAB Campus:**

The bidder is required to provide securities services to NABI-CIAB campus and advised to visit and acquaint himself with the operational system at NABI-CIAB campus. The costs of visiting shall be borne by the bidder itself. It shall be deemed that the contractor has undertaken a visit to the NABI-CIAB campus and is aware of the operational conditions prior to the submission of the tender documents.

**18. Checking of pages:**

The bidder shall check the pages of all documents against page number given in index and, in the event of discovery of any discrepancy or missing pages the bidder shall inform to NABI/CIAB

**19. Clarification from NABI/CIAB for tender:**

In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the office of NABI/CIAB not later than one week before submitting his bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking such clarification. All communications between the bidder and the NABI shall be carried out in writing.

**20. Written clarification by NABI/CIAB:**

Except for any such written clarification by the NABI/CIAB, which is expressly stated to be an addendum to the tender document issued by the Office of NABI/CIAB, no written or oral communication, presentation or explanation by any other employee of the NABI shall be taken to bind or fetter the NABI/CIAB under the contract.

**21. Adoption to English language:**

Bids and all accompanying document shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

**22. Quoting of rates in INR & Exclusive of S.Tax, Swachh Bharat Cess & Krishi Kalyan Cess:**

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Security Services at NABI-CIAB Campus. This includes all the liabilities of the contractor such as cost of the uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, etc., which should be clearly stated by the contractor. **The rates and prices quoted by the Bidder shall be exclusive of Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess.** The offers/bids which are not in compliance of Minimum Wages Act and any other Labour Laws as applicable at Mohali will be treated as invalid.

**23. Liability of contractor for accident or death:**

All liabilities of security guards arising out of accident/incident or death while on duty shall be borne by the contractor.

24. **Accepting of gratitude/reward:**

The security staff shall not accept any gratitude or reward in any shape.

25. **Establishment/Training to SGs:**

The contractor should have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Policemen for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

26. **Terms of employment of SGs:**

Under the terms of their employment agreement with the contractor, the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the contractor.

27. **Recovery from contractor for loss & damage:**

That in the event of any loss occasioned to NABI/CIAB, as a result of any lapse on the part of the Security guard, contractor or damage to property or any other material which will be established after an enquiry conducted by the NABI-CIAB, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Head of the NABI and CIAB will be final and binding on the contractor.

28. **Activities of force majeure:**

The contractor will not be held responsible for the damages/sabotage caused to the property of the NABI and CIAB due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.

29. **Courteous behavior of SGs:**

The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the staff and should project an image of utmost discipline. The NABI/CIAB shall have right to have any person moved in case of staff complaints or as decided by representative of the NABI/CIAB if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.

30. **Reporting on duty before 15 minutes:**

The contractor should ensure that the personnel will have to report to the NABI/CIAB's Security office atleast 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the NABI/CIAB. Further, no SG will leave their duties until and unless the security guard of next shift joins his shift. It will be the duty of contractor to ensure such lapses on behalf of SGs.

31. **Making known/Leakage of Institutes' information:**

The contractor shall ensure that its personnel shall not at any time, without the consent of the NABI/CIAB in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NABI/CIAB and shall not disclose to any information about the affairs of NABI/CIAB. This clause does not apply to the information, which becomes public knowledge.

32. **Liability for any litigation:**

Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel/SGs shall be directly borne by the contractor including all expenses/fitness. The concerned contractor's personnel shall attend the court as and when required.

**33. Deployment of personnel after obtaining NABI/CIAB approval:**

The contractor shall deploy his personnel only after obtaining the NABI/CIAB approval duly submitting curriculum vitae (CV) of these personnel, the NABI/CIAB shall be informed at least one week in advance and contractor shall be required to obtain the NABI/CIAB approval for all such changes along with their CVs. Further, no SG shall be changed / replaced from any post without the approval of NABI/CIAB authority/representative.

**34. Ensure to correct and satisfactory performance:**

The contractor shall have his own Establishment/Set up/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

**35. Recovery for default in payment:**

In the event of default being made in the payment any money in respect of wages of any person deployed by the contractor for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of Labour Authorities, the NABI/CIAB may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the NABI/CIAB from the contractor.

**36. 50% manpower of Ex-Servicemen:**

The contracting agency shall depute atleast 50% manpower from the category of Ex-Servicemen. The contractor shall provide proof of Ex-Servicemen and NABI/CIAB shall get it verified on its own. Security staff other than Ex-Servicemen shall be provided training for a minimum of 05 days duration for providing security and fire fighting services in the training establishment of the bidder. Further, NABI/CIAB reserves the right of hiring either full manpower under Ex-men category or Civilian category on the rates quoted by the firm and the contractor shall be abide by this.

**37. Pre-screening of guards by Contractor:**

The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed.

**38. No residential accommodation:**

The NABI/CIAB shall not be responsible for providing residential accommodation to any of the employee of the contractor.

**39. No obligation for providing employment:**

The NABI/CIAB shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The NABI/CIAB does not recognize any employee-employer relationship with any of the workers of the contractor.

**40. Overpayment:**



If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by NABI/CIAB from the contractor.

41. **Underpayment:**

If any underpayment is discovered, the amount shall be duly paid to the contractor by NABI/CIAB.

42. **Furnishing of records:**

The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by NABI/CIAB etc.

43. **Deposition proofs/Challans for EPF and ESI:**

The contractor will have to deposit the proof of having deposited the employee's contribution towards EPF/ESI etc. of each employee as & when desired by NABI/CIAB to do so. If in case any discrepancy is arisen or detected by NABI/CIAB or any other authority appointed by Govt from time to time, the contractor shall be fully responsible for all dues/expenses in this regard.

44. **Deposition proof for Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess:**

The contractor will have to deposit the proof of having deposited the Service Tax, Swachh Bharat and Krishi Kalyan Cess as & when desired/required by NABI/CIAB to do so and also with the monthly bill.

45. **Payment by 7<sup>th</sup> of every month:**

The contractor shall disburse the wages to its staff deployed at NABI/CIAB by the 7<sup>th</sup> of every month through ECS or directly in the bank account of SGs or by Cheque and shall submit a proof of such transfer/deposition/payment. Further, if required it will be sole responsibility of the contractor to open bank account of their SGs deployed at NABI/CIAB so as to regulate their salary's disbursement properly and efficiently.

46. **Round the clock control room service:**

The contractor should have round the clock control room service in Tricity along with quick response teams to deal with emergent situations like strikes, fire and other etc., if any. The number of the 24x7 control room to be provided alongwith the Technical Bid.

47. **Legible filling of tender:**

All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

48. **No relation b/w SG of contractor and NABI-CIAB:**

The security guards such deployed by the Contractor at NABI/CIAB shall be the employee of the contractor only and there will not be any such relation in any case between NABI/CIAB and Security Guards deployed by the contractor.

## GENERAL TERMS & CONDITIONS

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

### A. GENERAL INSTRUCTIONS

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. **NABI/CIAB's right to cancel or reject:**

The NABI/CIAB reserves the right to cancel or reject in full or part any or all tenders received, without assigning any reasons.

3. **Canvassing:**

Any action on the part of the tenderer to influence any officer of the NABI/CIAB or canvassing in any form shall make the tender liable for rejection as canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India.

4. **Allotment of the tenderer in r/o quotes:**

The work/tender shall be allotted to the tenderer whose quotes are viable, workable & shall fulfil all the other terms & conditions of the tender document. Any bid wherein rates quoted are such that after deduction of statutory payment viz. minimum wage, TDS etc. the rates quoted become zero/negative (unviable), such a bid shall be summarily rejected without assigning any reason thereof.

5. **Non-compliance or breach of any terms & conditions of this 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. Besides terminating the contract NABI/CIAB, Mohali reserves their right to take appropriate legal action against defaulters.

6. **Initial period of contract:**

**The contract will be initially for a period of one year** which is likely to be extended for further period of one year subject to satisfactory performance of the initial period of one year of the contract on the same terms and conditions, if acceptable to both the parties.

7. **All works under direction of NABI/CIAB:**

All works shall be executed as per detailed specifications and as directed by an Officer/Official nominated by the Executive Director and Chief Executive Officer, CIAB.

8. **NABI/CIAB's rights for taking up of work at Contractor's cost, in case of failure:**

Time is the essence of this contract. In case the Contractor fails in fulfilling the obligations fully and in time, the NABI/CIAB 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 the contractor.

**9. Abide to Laws & Regulations:**

The Contractor shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the NABI/CIAB from any claims in this regard. Any discrepancy arisen out on any part, any time shall be fully recovered from contractor and the contractor shall be held responsible for all such discrepancies.

**10. Registration under ‘Contract Labour (Registration & Abolition) Act, 1970:**

The applicant/firm should be registered at Mohali/Chandigarh/Panchkula under the ‘Contract Labour (Registration & Abolition) Act, 1970 & Rules of 1971 and the Registration of Private Security Companies Act, 1993 made there under & have in their possession the EPF/EDLI & ESI code numbers. Further, it will be sole responsibility of the contractor to abide by statutory licenses which are to be obtained from Labour or other Ministries/Authorities and submitting of the same at NABI/CIAB office. If at any point of time, any default or penalty is charged from NABI/CIAB by any concerned authority, then that shall be recovered from the contractor.

**11. Postal of Letters:**

The contractor note that all letters posted at the address given by him will be considered to have been delivered in time.

**12. Termination of Contract:**

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 the NABI/CIAB.

**13. Payment of compensation to NABI/CIAB for the inferior service works, if found:**

In case it is found at a later date that the service provided is of inferior quality and proper action was not taken at the time of providing the service work, the Contractor shall remain liable to pay compensation to the Institute for the inferior service works as determined by the NABI/CIAB 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.

**14. Water and Electricity:**

Water and Electricity required for the work will be provided by NABI/CIAB.

**15. Responsibility of contractor for any accident/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 the NABI/CIAB 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/CIAB against all claims in this regard.

**16. Sole responsibility of contractor to abide by the provisions of Laws:**

It will 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:

- a. Employment of Children Act

- b. Workmen Compensation Act
- c. Employment of Labour/Contract Labour Act
- d. Industrial Employment Act
- e. Contract Labour Abolition & Regulation Act 1970.
- f. Minimum Wages Act
- g. Employee Provident Fund Act
- h. ESIC Act
- i. Bonus Act
- j. Any other act or legislation, which may govern the nature of the contract.

18. **Deduction from bill:**

Any liability arising on the NABI/CIAB attributable to this contract 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 the NABI/CIAB.

19. **Alteration in the specifications of works:**

NABI/CIAB 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.

20. **Nomination of authorized representative for NABI/CIAB:**

The Contractor is required to nominate his authorized representative at the site of the work who shall receive the instructions from the Officer/representative (to be nominated by the ED) 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.

21. **Failure in executing the services for entire One Year:**

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 the NABI/CIAB totally at the cost & risk of contractor besides any levying suitable fine/penalty.

22. **Compensation for any loss & damage to property of NABI/CIAB:**

The contractor shall be liable to pay compensation for any loss & damage caused to the property of the NABI/CIAB or its Staff Members/Students/Visitors by the contractor or his workers.

23. **Conduct of Staff:**

The contractor shall be personally responsible for the conduct of his staff and 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/CIAB. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The NABI/CIAB shall not hold any responsibility with regard to staff on the role of the contractor what so ever.

24. **Abide by Rules & Regulations of NABI/CIAB:**

The contractor & his staff shall follow the rules & regulations of the NABI/CIAB in force and instructions issued from time-to-time. The NABI/CIAB will be free to take action against the contractor for violating the same.

25. **Termination of contract by serving notice of three months:**

The NABI/CIAB reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The contractor will also have to serve a notice of 3 months, if he wishes to terminate the contract.

26. **Observance of closed 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 and Gandhi Jayanti.**

27. **Working days of staff:**

The services of employees of Contractor should be made available on all days on all six days of the week basis in a month irrespective of holidays except on Sundays/weekly off. **NO extra payment shall be made for deploying relievers during the weekly offs.**

28. **Verification report of personnel:**

A verification report in respect of all the personnel of contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to Administration of NABI/CIAB. Any changes should be informed immediately to NABI/CIAB.

29. **Responsibility for Leave benefits, Weekly offs, National & Festival holidays:**

The Contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc., 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/reliever.

## **B. NABI-CIAB'S OBLIGATIONS**

1. **No charges for Water & Electricity:**

The NABI/CIAB will not charge any amount from the contractor for water or/and electricity supplied for services.

2. **Payment for revision in Minimum wages:**

The Institute shall reimburse the contractor to the extent of the amount of variation arising out of the upward revisions in Minimum wages Act, 1948, as notified by State/Central Government, whichever is higher from time to time.

3. **Deduction of TDS:**

The Institute will deduct Income Tax at Source (TDS) under section 190-C of the Income Tax Act, 1961, from the Contractor.

## **C. CONTRACTOR'S OBLIGATIONS**

1. Area of operation for Services for “**Supply of manpower for Security Services for One Year as per Scope of Work detailed in Annexure A.**”

2. **Payment of Minimum Wages by 7<sup>th</sup>:**

The contractor shall pay his workers the minimum wages fixed by the Central Govt./State Govt. which will include Basic Pay, Special Allowance, if any, EPF, Bonus, M.L. Welfare charges, paid Holidays, ESI throughout the tenure of the contract in the presence of the representative of the Executive Director of the NABI and Chief Executive Officer of CIAB or by issuing account payee cheques to all individuals or directly into the bank account of individual. The contractor shall pay wages to workers employed by him which shall not be less than the minimum wages on or before the 7<sup>th</sup> of every month along with payment slip as per Central Labour Enforcement Authority.

3. **Resolution to local problem:**

In the event of local problems arising while discharging the functions at NABI/CIAB the contractor will deal with them appropriately and he will not bring NABI/CIAB on the scene for such matters. The Administrative Officers, NABI/CIAB should be kept informed of any such occurrence and the solution found.

4. **Training to all SGs:**

The security guards/supervisors should be trained to extinguish fire with the help of fire extinguishing cylinder and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.

5. **Fire fighting expert/operator:**

One fire fighting expert/operator shall be deputed at site in each shift round the clock to attend to all the fire fighting systems and the person so deployed should be well versed with all fire fighting equipments and extinguishers with their operation and maintenance.

6. **Night patrolling:**

To provide periodical night patrolling by supervisor atleast once in a week at no cost to NABI/CIAB.

7. **Care for flower plants, trees and grass lawns:**

It should be ensured that flower plants, trees and grass lawns are not damaged either by the staff or by the outsiders or by stray cattle.

8. **Deployment of trained SGs:**

The guards supplied by the contractor should be trained, young, smart and well dressed with proper uniform.

9. **Deployment of night duty SGs:**

The contractor shall have to provide Lathies, Torches, special boot etc. to night duty security guards to ensure him fully equipped with or as per the directions issued by NABI/CIAB in this regard.

10. **Deposition of ESI & EPF contribution:**

The contractor shall ensure the proper registration of SGs for ESI and EPF and also deposition of ESI and EPF contribution of their Security Guards deployed at various sites of NABI/CIAB. The Administrative Officer or any of its representatives of the Institute can ask the Contractor to furnish the proof of deposition of ESI and EPF of the security guard. In case of any mistake/anomaly in deposition of ESI and EPF, if found by the statutory bodies of the Central or

State Government, it will be the sole responsibility of the Contractor only to meet such expenses for the amount which become due for payment lately. Also, the contractor shall have to provide copies of EPF deducted during the period to all SGs on half yearly or yearly basis by opening their account on EPFO website.

**11. Payment of Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess:**

The contractor shall be solely liable for payment of service tax and all other taxes as levied by Govt from time to time.

**12. Non-judicial stamp paper:** The contractor at his own cost shall provide a non-judicial stamp paper of Rs.100/- for preparing a Contract agreement.

## **D. THE CONTRACTOR WILL PROVIDE**

**1. Uniforms:**

Two sets of uniforms to his workers, as and when required and also as approved by the competent authority, NABI/CIAB (both Males/Females) while on duty (where ever applicable). Sufficient number of uniforms would have to be provided so that the worker is always in neat and tidy uniform. It will be strictly monitored & severe fine imposed (@ Rs 200/- for each case of default/day) and deducted from the bill of the contractor if any worker is found without proper and tidy uniform.

**2. Identity Cards:**

The contractor will issue identity cards to his workers/supervisors after getting them verified by NABI/CIAB. Any worker found without identity card will not be permitted to enter the premises. He will post a supervisor at a specific point or designate a nodal officer to receive & manage complaints & instructions in respect of guards deployed at NABI/CIAB.

## **E. REPORT**

1. The contractor or his representative shall daily report to Officer-in-charge, NABI/CIAB 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.
2. The contractor will prepare a schedule on the works to be carried out in the areas of works allotted before commencement of actual works.
3. The contractor/his representative should approach the supervisor/in-charge, if he needs any instructions/help or has any difficulties.
4. The contractor/ his representative should be available on call at work site irrespective of the hour of the day.

## **F. SUPERVISING**

1. The contractor shall be responsible to extract the work, manage the work 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.
2. The services of the workers deployed will be required on all days in a month irrespective of holidays

and they should be prepared to work on shifts as indicated earlier. The Contractor has to ensure proper attendance of the personnel deployed and should produce Character and antecedent's verification reports of the persons engaged by the Contractor and the same shall be submitted to the department for verification.

3. The guards provided by the Contractors shall maintain personal hygiene.
4. The contract personnel should wear prescribed uniform while on duty (where applicable), which shall be supplied by the Contractor at his cost.
5. The persons deployed should be reliable, trust worthy, alert and efficient.
6. 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. Also, all claims which may arise due to the negligence of the persons deployed at NABI/CIAB (includes all types of charges/incidental charges/legal charges etc.) shall be borne by the contractor.
7. 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.
8. The contract should ensure that staff deployed should not smoke, drink, chew pan gutkha etc., within the campus. Non compliance may lead to suitable penalty/termination of contract.
9. There should be no case pending with the police against the proprietor / Firm / Partner of the firm (contractor).
10. The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
11. The contractors should make payment to the workers before 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bill by the NABI/CIAB.

## **G. MINIMUM LABOUR TO BE PROVIDED**

As per requirement of Institute for providing effective security cover to NABI-CIAB Main Campus, Guest House and any other vital installation as identified by NABI/CIAB. Present requirement is for **approximately 24 guards & one Security Officer in a Fifty-Fifty Mix (50:50 Mix) of Ex-Men and Civilian Guards** which may increase/decrease in future as per the requirement of the Institute. Further, NABI/CIAB reserves the right to hire either SGs of Ex-men category or Civilian as per the requirement of the Institute and contractor shall have to abide by this. The no. of security guards mentioned above are approximate at present. The requirement may increase or decrease according to the requirement of Institute.

## **H. PAYMENT CONDITIONS**

1. The Contractor will submit the monthly pre-receipted bills in duplicate for payment to the Officer of the Institute after rendering satisfactory service. The officer on the receipt of the bill will check the record and there after process the bill for payment. The contractor will submit the separate bills for NABI & CIAB for respective numbers of security staff deployed during the month of claim.
2. The contractor will submit wage bill as per details/table given below:
  - a) Name of the firm/company
  - b) Annual contract for Providing Manpower Services for various activities.



- c) Authority No. & date
  - d) Date of commencement of the contract.
  - e) Wage bill for the month.....
  - d) Bill No. & date
  - e) 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, agency charges, gross to NABI-CIAB, copy of the muster-roll (Registers to be provided by contractor), ECRs of EPF and ESI alongwith last month challans of EPF, ESI and Service Tax, Swachh Bharat and Krishi Kalyan Cess submission etc.
3. In case of any lapse in the work is noticed, it will result in a penal deduction from the bills/security deposit of the contractor. The penalty shall be decided by the Executive Director NABI and where the loss cannot be quantified, shall not more than 10% of the monthly bill on each occasion.
  4. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
  5. The contractor shall have to submit its monthly bill alongwith above mentioned formalities by 15<sup>th</sup> of every month and the payment thereof shall be made by NABI/CIAB within 30 days. In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7<sup>th</sup> of every month and there should be no linkage between this payment and settlement of the contractor's bill from the NABI/CIAB.
  6. The contractor shall furnish complete details of disbursement of salary to the Executive Director, NABI and Chief Executive Officer, CIAB before 10<sup>th</sup> Day of every month.

## **I. COMMENCEMENT OF WORK**

The Contractor is required to start the works of supply of manpower for the services with effect from the following day of acceptance of the contract or from such date & time as mutually agreed upon, failing which the NABI/CIAB at its sole discretion may cancel the work order and the EMD shall be forfeited without any further reference to the Contractor.

## **J. CANCELLATION OF CONTRACT**

1. Notwithstanding any other provisions made in the contract, the NABI/CIAB 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.
2. 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 the NABI/CIAB shall be invoked without any claim whatsoever on NABI/CIAB and the contractor shall be liable for action as appropriate under the extant laws.

**Date:**

**Signature of Tenderer**  
**Seal & address**

**SCOPE OF WORK**

1. The persons to be deployed as Security Guards will be a 50:50 mix of Ex-Servicemen and Civilians with good character, conduct and behaviour, competent and qualified to perform the work for which they are deployed. The security personnel deployed shall be below the age of 45 years. In case of non-availability of sufficient numbers of Ex-servicemen shortfall may be filled with Ex-paramilitary personnel. Minimum educational qualification for all civilian guards shall be 10<sup>th</sup> or 10+2 pass and age shall not be less than 21 years. Further, NABI/CIAB reserves the right to hire either SGs of Ex-men category or Civilian as per the requirement of the Institute and contractor shall have to abide by this.

The requirement is as under:

**Security Guards (non-armed): 18 Nos.**

The above number is tentative; it may increase/decrease from time to time depending upon the work requirements.

2. The security personnel have to attend duties in neat uniform for which the cost will be borne by the agency. Identity badges (Showing the name of the personnel) shall have to be provided by the agency which should be displayed on uniform of all the security personnel while on duty.
3. The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the Institute from time to time. In case there is any change in deployment of security guard, such change shall be intimated in writing by the Agency contractor in advance. The shift of the guards would be rotated weekly and a roster would be maintained for proper check.
4. The entry of the visitors will be regulated by the security personnel in the manner that will be instructed by this office from time to time and regulation of entry of authorized persons and prevention of entry of unauthorised persons into the office. They will also ensure that all the electrical equipments/instruments/light/Fans not in use must be switched off at the time of closure of the office premises.
5. The security agency will provide the security services round the clock in three shifts running from 6:00 am to 2:00 pm; 2:00 pm to 10:00 pm; 10:00 pm to 6:00 am. The security supervisors of the agency should be present to supervise the transition of the shifts.
6. The security personnel should be provided with seasonal and protective clothing, whistle, torch, lathi, rain coat and Gum boot etc. by the Agency as per their duty requirement. Also, the guards deployed should have undergone basic training of security on Observation, concealment, handling of fire fighting equipments and be able to identify the type of fire.
7. The stationery items like registers, scales, writing pads, pencils, staplers etc. will be provided by the agency as and when required in connection with any of the functional requirements related to the work assigned.

8. The security personnel should not leave the post unless and until the reliever comes for shift duties. Also, the guards of particular shift will be off from the duty only after the guards of the next shift report for duty. The shift/change will be after proper handing over/taking formalities in the register provided for this purpose.
9. The concerned security supervisor of the contractor shall maintain all the registers, which shall be kept at the main gate and other points to do the screening and recording of all incoming and outgoing persons/goods/materials at the entrance/exit points of the Institute.
10. The security personnel should not give lenient or casual impressions in the duties and they should be alert and attentive. They should observe movement of all the staff, labours and visitors etc. They should not allow any visitors with vehicles to office or inside the campus without proper entry in the visitors registers.
11. On the requirement, the agency shall have to provide extra or more ex-serviceman guards, or any gunman as and when required for which separate charges shall be paid.
12. The Agency shall organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
13. The security guards must be rotated from their deployment at an interval of three months.
14. The contractor shall submit a monthly report of compliance and happenings in the premises guarded, to this office regularly.
15. The security personnel should be properly trained and should be alert in performance of his duty. His performance if not found satisfactory, he shall be replaced by the contractor, within a period of one day.
16. The character & antecedent of the guards to be deployed are to be verified from the local police station and submitted to NABI/CIAB before deployment.
17. **For any theft, the security agencies should be responsible for safeguarding all the assets including furniture and fixtures, equipments etc installed at NABI/CIAB, Mohali.** Every aspect of security for protection of all the installations and other materials from theft and fire, pilferage, damage and encroachment etc., at NABI/CIAB and report to the management and concerned police authority wherever necessary.
18. Introduction and implementation of anti theft measures.
19. Issue of gate pass to visitors and checking 'in' and 'out' passes for goods/materials.
20. Liaison with local police authorities and local fire-brigade officials in emergency.
21. Carrying out any other related task as may be allotted by the competent authority.
22. In case of Ex-servicemen, relevant records like their discharge certificate, etc., should be produced when the contract is awarded.

23. The contractor shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the personal engaged by it for deployment at NABI/CIAB.
  
24. As and when the Institute requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Institute. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Institute shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

**Annexure-I**

*(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 Government Department or an autonomous body.

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**

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

1. Full manpower will be engaged on daily basis for providing manpower as per instructions of Officer-in-charge.
2. I/we have made the site visit in order to evaluate the level of services to be rendered and quoted accordingly.
3. I/We have specified the number of persons to be engaged daily (man-power) to execute all the works as mentioned above at NABI/CIAB.
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.
5. I/We agree for the bills payment on monthly pro-rata basis.
6. I/We agree to pay minimum wages as per the Labour Enforcement Authority or laws in force.
7. I/We agree to pay minimum wages as per above PF + ESIC + BONUS + Paid Holidays (03) and payment will be made on 7<sup>th</sup> day of every month.
8. Substitute will be made available as and when required. Extra man power if any called during conference / meetings etc. will be provided on 24 hour's notice.
9. Two sets of Uniforms + Identity Card + 1 Pair of Safety Shoes will be given to all the workers within 15 days of award of work and it will be replaced as and when required.

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

**LETTER OF ACCEPTANCE**

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

I agree to abide by the same.

**Signature of the Contractor & Seal**

Address for Correspondence: -----  
-----  
-----  
-----

**Signature of the Contractor & Seal**

### Specimen of Technical Bid

(“Technical Bid for the Supply of Security Services at NABI/CIAB, Mohali, (Punjab)”)

**(This format is to be used in your letter head/stationery.**

The order in the format must be strictly adhered to. No rates must be quoted in the Technical bid. Bidder who quotes the rate in the Technical bid will be rejected as non-responsive. Tenderers are required to number all the pages of the Technical Bid in **BLACK/BLUE INK** and indicate the TOTAL page number below and append signature at the end of this response format.)

**TOTAL PAGES OF TECHNICAL BID: \_\_\_\_\_**

S. No.	Technical Requirement (Mandatory)	Compliance details of the Contractor /Agency (Yes or No)	Please write the corresponding Page Number(s) of your Technical Bid for reference by NABI/CIAB.
1.	Tender Document fee details (Rs.1,000/-)		
2.	EMD Details (Rs. 70,000/-)		
3.	Local Office Address Proof		
4.	Registration with Registrar of Companies		
5.	Registration under Private Security Agencies (Regulation) Act, 2005		
6.	Registration details with Labour Licensing Officer / Labour Commissioner		
7.	Service Tax Registration Certificate		
8.	EPF Registration No		
9.	ESI Registration No.		
10.	Income Tax PAN Card Copy		
11.	Details of men on rolls: The men deployed should have minimum qualification of 10 <sup>th</sup> pass, and able to speak read and write in English and Hindi/Punjabi. Knowledge of Punjabi or any other language will be advantage to the Institute. The personnel deployed should have undergone basic training of security in observation, concealment, handling of fire fighting equipments and be able to identify the type of fire.		
12.	At least two running contracts of similar nature of annual value of Rs. 30 lakhs or more in Central or State Government Departments / Public Sector Undertakings / Autonomous Bodies/Institutions funded by Govt. of India/State Govt.		
13.	Not less than 25 (Twenty Five) persons		



	deployed in a single contract, in major institutions like Central or State Government Departments / Public Sector Undertakings / Autonomous Bodies/Institutions funded by Govt. of India/State Govt. (Copies of the contract with the contract numbers, addresses and contact persons must be attached in the Technical Bid. Satisfactory performance letters from these cited contract holders must be attached.)		
14.	One/Two/Three works of similar nature of annual value: (Rs. 30 lakh /Rs. 15 lakhs / Rs. 12 lakhs) in the last three years in Security Services in major institutions like Central or State Government Departments / Public Sector Undertakings / Autonomous Bodies/Institutions funded by Govt. of India/State Govt.. (Copies of the contract with the contact numbers, addresses and contact persons must be attached in the Technical bid. Satisfactory performance letters from these cited contract holders must be attached)		
15.	Well structured training facility with a qualified Training Officer. (To be submitted as self undertaking on Letter Head)		
16.	Have your firm ever been debarred by any Court of law OR penalised by any Government?		

**Desirable:**

1. Capability to provide wireless communication equipment to the security personnel.
2. Any other value addition service being offered.

**Place:****Date:**

**Signature of the Tenderer  
Name & Address of the  
of the Tenderer with  
(Office Stamp)**

**Note: Technical Bid must be supported with following documents:**

- 1) Letter head of the firm/company with address & contact details i.e. Tel/ e-mail Fax Nos. etc. and a copy of relevant registration for a security agency.
- 2) Tender document fee – Demand Draft (if downloaded from website).
- 3) Earnest Money Deposit (EMD) – Demand Draft.
- 4) Affidavit that the firm is not black listed as per the specimen at **Annexure-I**.
- 5) Copy of valid Labour License issued from Chandigarh/Mohali/Panchkula.
- 6) Copy of valid Security License for the state of Punjab.
- 7) Copies of ESI & EPF Registration.
- 8) Copy of continued experience of providing minimum 25 persons or more in a single security contract in Central/State Govt. undertaking /PSUs/ Autonomous bodies during the last three years with Satisfactory performance certificates.
- 9) Copy of certificate issued by organization(s) where such work was executed certifying that the applicant firm has executed the contract satisfactorily.
- 10) Latest copy of Income Tax Return.

- 11) Copy of Audited balance sheets for the last 03 years.
- 12) Income Tax PAN Card and Service Tax Registration Certificate.
- 13) Copy of valid ISO certificate and/or DGR Registration Certificate.
- 14) Signed copy of undertaking as per **Annexure –II** of tender.
- 15) Rate contract proof / Award letter for present running contracts.

.....X.....X.....X.....

**PRICE BID****Supply of Manpower for Security Services at NABI-CIAB,Campus Mohali****Kindly note before filling per month per guard rate that:-**

- 1) Rates for providing security manpower for the year \_\_\_\_\_.
- 2) Pro rata increase for every additional manpower deployed shall be payable on the same terms and conditions.
- 3) The rate quoted should be exclusive of Service Tax, Krishi Kalyan Cess and Swachh Bharat Cess only.
- 4) The rates quoted should be inclusive of charges for weekly off (i.e. Reliever charges).
- 5) No amount over and above the rate quoted shall be considered or paid by NABI/CIAB.
- 6) The rate quoted should be as per the Minimum Wages prescribed by State Govt. or Central Govt., whichever is higher in the current period with a proof of such notifications released by Govt.
- 7) For filling the rates of Ex-servicemen SG, the category should be considered as Semi-skilled while for Civilian Un-skilled from the Minimum Wages prescribed by State Govt. or Central Govt., whichever is higher.
- 8) The proposed rates per month per security guard (as per below mentioned detail) should be quoted in lump sum inclusive of and in accordance with the provisions of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act and other statutory provisions regarding Provident Fund, ESI, Bonus, Gratuity, Leave benefits, Uniform etc.

**The proposed rate per month per security guard should be quoted as per below tabulation:**

S.No.	Description	Security Officer (Ex-Servicemen per month) (Highly skilled Category)		Ex-servicemen SG (per month) (Semi-skilled category)		Civilian SG (per month) (Un-skilled category)	
		(Rate in figure)	(Rate in words)	(Rate in figure)	(Rate in words)	(Rate in figure)	(Rate in words)
1.	Minimum wages for 26 days						
2.	ESI (as per Govt.)						
3.	EPF (as per Govt.)						
4.	Bonus (as per Govt.)						
5.	Leave benefit						
6.	Relieving charges						
7.	Uniform/Identity cards						
8.	Agency operational and administration charges (in percentage)						
9.	<b>Total rate for 8 hrs duty (Per Month Per Security Guard/Security officer)</b>						

Certified that I/ We have read the instructions given in the tender documents. I/ We undertake to supply the required categories and number of manpower on the rates mentioned above and shall be solely responsible to discharge the liabilities/ administrative charges, if any. I/ We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place:

Signature of tenderer.....

Date:.....

Address:.....

Tel.No./Fax No./Mobile:.....

E-mail address:.....

Official Seal

**Note:**

1. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alternations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.

## TENDER AGREEMENT

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

To

The Executive Director,  
National Agri-Food Biotechnology Institute,  
Sector – 81, Knowledge City,  
SAS Nagar, Mohali – 140306, Punjab (India)

&amp;

The Chief Executive Officer,  
Center of Innovative and Applied Bioprocessing  
Sector 81, Knowledge City,  
SAS Nagar, Mohali – 140306, Punjab (India)

**Tender Ref. No. NABI/6(41)/2016-GEN,- providing manpower for security services.**

**Name of Work: Supply of manpower for Security Services at NABI-CIAB Campus.**

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 **60 (Sixty)** 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 and Chief Executive Office, CIAB will be liable for forfeiture. The rate quoted is 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 the NABI-CIAB 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-CIAB.

A sum of Rs. .... is hereby forwarded as Earnest Money in the form of Demand Draft /Bank’s Pay Order 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/CIAB
- b) I / We do not commence the work within 15 days after issue of the letter/ contract to that effect.

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 FOR PROVIDING MANPOWER FOR SERVICES AT NABI-CIAB  
CAMPUS, MOHALI**

This AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_ between the NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE and CENTER OF INNOVATIVE AND APPLIED BIOPROCESSING, MOHALI a Society registered under the Societies Registration Act and having its office at “Sector – 81, Knowledge City, SAS Nagar, Mohali – 140306, Punjab” (hereinafter referred to as NABI & CIAB) 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 the NABI & CIAB is desirous of giving a job contract for providing security manpower at NABI & CIAB’s Campus at sector 81 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 the NABI/CIAB. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

WHEREAS NABI & CIAB has agreed to award the contract for providing security guards in 50:50 mix of Ex-Men and Civilian hereinafter mentioned as “work assigned” details of which are given at Annexure ‘A’.

AND

WHEREAS the contractor has agreed to furnish to the NABI & CIAB a security 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. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that 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 the NABI/CIAB shall accrue/arise implicitly or explicitly.
2. 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 of the NABI and Chief Executive Officer of the CIAB or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise

the Executive Director of the NABI and Chief Executive Officer of the CIAB for further streamlining their system. The contractor shall further be bound by and carry out the directions/ instructions given to him by the Executive Director of the NABI and Chief Executive Officer of the CIAB or the officer designated by the Executive Director and Chief Executive Officer in this respect from time to time.

3. That the Executive Director of the NABI and Chief Executive Officer of the CIAB or any other person authorized by the Executive Director or Chief Executive Officer shall be at liberty to carry out surprise checks on the persons as deployed by the contractor in order to ensure that the persons deployed by him are doing their duties
4. That in case, any of the person 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 the NABI/CIAB 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.

## **B. CONTRACTOR'S OBLIGATIONS**

1. That the contractor shall carefully and diligently perform the work assigned to him as mentioned at **Annexure 'A'** to the utmost satisfaction of the Institute.
2. That for performing the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
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 the NABI/CIAB for the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their photographs/ identification, etc., and such employees shall display their identity cards at the time of entering or leaving or while on duty.
4. That the Contractor shall be liable for payment of wages and all other 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/CIAB and shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act, 1970; Employees State Insurance Act, 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; Employment of Children Act, 1938, maternity benefit act 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 the NABI/CIAB 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.
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, the

NABI/CIAB shall be entitled to recover any losses or expenses 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 maintain Permanent Attendance Register/ Muster-roll within the building premises which will be open for inspection and checking by the authorized officers of NABI/CIAB.
9. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NABI/CIAB or by account payee cheques into the account of the workers and shall on demand furnish copies of wages register/ muster roll, etc. to the NABI/CIAB 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/CIAB 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 deductions unauthorisedly made, maintenance of wages book, 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/CIAB 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/CIAB.
12. The contractor shall not subcontract the works.
13. 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 the 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 the Executive Director of the NABI and Chief Executive Officer of the CIAB the sum incurred by the NABI/CIAB, in this regard.
14. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the NABI/CIAB and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in NABI/CIAB either explicitly or implicitly.
15. 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.

16. The BG shall be released in favour of the Contractor within one month of the expiry of the satisfactory performance of the contract.
17. That the Contractor shall keep the NABI/CIAB 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/CIAB is made a party and is supposed to contest the case, the NABI/CIAB 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/CIAB on demand. Further, the Contractor shall ensure that no financial or any other liability comes on NABI/CIAB in this respect or of any nature whatsoever and shall keep NABI/CIAB indemnified in this respect.
18. The Contractor shall further keep the NABI/CIAB indemnified against any loss to the NABI/CIAB property and assets. The NABI/CIAB 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.

### **C. NABI-CIAB'S OBLIGATIONS**

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid a lump sum of Rs. \_\_\_\_\_/- and Rs. \_\_\_\_\_ on monthly basis for Ex-men Guard and Civilian Guard. Such payment shall be made by the 10<sup>th</sup> day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by NABI/CIAB in this regard.
2. That the aforesaid lump sum amount has been agreed to be paid by NABI/CIAB to the contractor.
3. The payment on account of enhancement/ escalation charges on account of revision in wages by the appropriate Govt. (State Govt./Govt. of India) whichever is higher, from time to time shall be payable by the NABI/CIAB to the contractor to the extent of such revision.
4. That the NABI/CIAB shall reimburse the amount of Service Tax and Swachh Bharat Cess, if any, paid by the contractor to the authorities on account of the services rendered by him on actuals. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

### **D. PENALTIES/ LIABILITIES**

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from any other agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any default or his services are not to the entire satisfaction of officer authorized by the Director of the Lab in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of the bill for a particular month will be levied for each breach.

### **E. 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 the same terms and conditions as mutually agreed upon.
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/CIAB 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 the NABI/CIAB.
  - c) On contractor being declared insolvent by 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.

#### **F. 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 and Chief Executive Officer of the CIAB 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 and Chief Executive Officer of the CIAB 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(41)/2016-GEN, dt. 20.04.2017 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  
 AND  
 Center of Innovative and Applied Bio Processing, Mohali**

**WITNESS:**

- 1).
- 2).

.....X.....X.....X.....