

**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE  
C-127, INDUSTRIAL AREA, PHASE VIII, MOHALI.**

**NAME OF WORK:** Supply of manpower for Security Services at NABI, 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 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 TENDERS

### NABI/6(5)/2010-Gen

Sealed Tenders are invited under two bid system from ISO certified and/or DGR registered firms having a registered office at Chandigarh, Mohali, Panchkula with valid labour license, ESI, EPF code, security license with work experience of providing at least 25 persons or more in a single security contract continuously over a period of at least three years in central/ state Govt./ PSUs Autonomous Bodies/reputed private companies for the following works :-

Sl No	Tender No	Name of work	Cost of tender document (Rs )	Earnest Money Deposit (Rs )
1.	NABI/6(5)/2010-Gen	Supply of Manpower to Nabi for Security Services under the minimum wages act	Rs. 550/-	Rs. 25000/- in the form of Demand draft in favour of Executive Director, NABI, Mohali

Application for issue of tender forms along with attested copies of the following documents may be submitted by 1500 hours on or before 25.10.2012.

1. Letter head of the firm/company with address & contact details i.e. Tel/ e-mail Fax Nos. etc.
2. Affidavit that the firm is not black listed as per the specimen at Annexure-I
3. Copy of valid Labour License issued from Chandigarh/Mohali/Panchkula.
4. Copy of valid security license for the state of Punjab.
5. Copies of ESI & EPF registration from Chandigarh/Mohali/Panchkula.
6. Copy of continued experience of providing minimum 25 persons or more in a single security contract in central/state Govt./ undertaking /Autonomous bodies /Reputed Private Firm during the last three years.
7. Copy of certificate issued by organization(s) where such work was executed certifying that the applicant firm has executed the contract satisfactorily.
8. Latest copy of Income Tax Return.
9. Copy of Audited balance sheets for the last 02 years.
10. Copy of valid ISO certificate and/or DGR registration certificate.
11. Signed copy of undertaking as per Annexure –II of tender

After scrutiny of the above documents, the tender shall be issued only to eligible firms on payment of Rs 550/- (Rupees Five Hundred fifty only) towards the cost of tender document(s) between timing 10.00 a.m. to 5.00 p.m. (on working days only). The tenders downloaded from the website shall be accompanied by the attested copies of all the above documents in a separate envelope superscribed as the “Technical Bid” at the time of submission of bids. The last date of submission of tender is upto 1500 hours on 25.10.2012. The tenders will be opened on the same date at 1500 hours in the presence of tenderers, if any.

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. The Price bid should be separately sealed and kept separate from the envelope of the technical bid. The EMD is to be submitted in the form of Demand Draft/Bankers cheque payable at Chandigarh drawn in favour of Executive Director, NABI from any one of the scheduled bank. EMD in any other form is not acceptable. Late and delayed tenders will not be opened and summarily rejected. Offer by Fax/E-mail will be summarily ignored.

Incomplete tender or tenders received without EMD shall be summarily rejected. Canvassing in connection with tender/quotation is strictly prohibited. The Executive Director, NABI reserves the right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason whatsoever.

**ADMINISTRATIVE OFFICER**

## **NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE**

### **INSTRUCTION TO 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 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”

- a. 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 bidders will be returned after finalization of the contract. Tenders received without valid EMD will be summarily rejected.
- b. For due performance of his/their obligations under the contract, during the validity, the successful tenderers shall have to deposit 10% of the contract value as Security Deposit immediately after conclusion of the 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.
- c. 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 1600 hrs** to assess the nature and quantum of work before tendering and ascertain details from the Nodal Officers of these services. They can also attend the pre bid meeting as scheduled.
- d. 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.
- e. The tenderer should ensure that the amounts are written in such a way that interpolation is not possible. No blank space should be left.
- f. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
- g. The Executive Director, NABI 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.

**GENERAL TERMS & CONDITIONS**

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

**A. GENERAL INSTRUCTIONS**

1. 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. The NABI reserves the right to cancel or reject in full or part any or all tenders received, without assigning any reasons.
3. Any action on the part of the tenderer to influence any officer of the NABI or canvassing in any form shall make the tender liable for rejection.
4. 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 service charges quoted are such that after deduction of statutory payment vis minimum wage, TDS etc. the service charges become zero/negative (unviable) such a bid shall be summarily rejected without assigning any reason thereof.
5. 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, Mohali reserves its right to take appropriate legal course of action against defaulters.
6. The contract will be for a period of one year initially, which can be extended for one more year on satisfactory performance of the initial period of the contract on the same terms and conditions, if acceptable to both the parties.
7. All works shall be executed as per detailed specifications and as directed by an officer/official nominated by the Executive Director.
8. Time is the essence of this contract. In case the Contractor fails in fulfilling the obligations fully and in time, the 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 the contractor.

9. 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 from any claims in this regard.
10. The applicant/firm should be registered under the 'Contract Labour (Registration & Abolition) Act, 1970 & Rules of 1971 made there under & have in their possession the EPF/EDLI & ESI code numbers allotted from the tri city of Chandigarh/Mohali/Panchkula only.
11. All letters posted to Contractor at the address given by him will be considered to have been delivered in time.
12. 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.
13. 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 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 required for the work may be used free of cost from the NABI.
15. 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 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 claims in this regard.
16. 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. Any liability arising on the NABI 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.
  19. The 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.
  20. The Contractor is required to nominate his authorized representative at the site of the work who shall receive the 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.
  21. 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 totally at the cost & risk of contractor besides any levying suitable fine /penalty.
  22. The contractor shall be liable to pay compensation for any loss & damage caused to the property of the NABI or its Staff Members/Students/Visitors by the contractor or his workers.
  23. 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 authority. 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 shall not hold any responsibility with regard to staff on the role of the contractor what so ever.
  24. The contractor & his staff shall follow the rules & regulations of the NABI in force and instructions issued from time-to-time. The NABI will be free to take action against the contractor for violating the same.
  25. The NABI 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. **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**
27. The services of employees of Contractor should be made available on all days on six day week basis in a month irrespective of holidays except on Sundays/weekly off.
28. 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. Any changes should be informed immediately.
29. 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.

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

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

## **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. 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 through out the tenure of the contract in the presence of the representative of the Executive Director of the NABI or by issuing account payee cheques to all individuals. 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.

In the event of local problems arising while discharging the functions at NABI 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.



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

### **1) Uniforms-**

Sets of Uniforms to his workers as approved by the competent authority (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 the NABI. 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.

## **E. REPORT**

1. 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.
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.
5. 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.
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 contractor shall not lease or sub-contract the whole or any part of the contract to anybody.
9. 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 from the NABI.

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

As per requirement of Institute for providing effective security cover to NABI Interim facility, Guest House, Main Campus and any other vital installation as identified by NABI. Present requirement is for approximately 25 guards.

#### **H. PAYMENT CONDITIONS:**

1. The Contractor will submit the monthly pre-receipted bills in triplicate, after rendering satisfactory service to the Officer of the Institute for certification for pro-rata payment. The officer on the receipt of the bill will check the record and there after process the bill for payment.
4. 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

- f) 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.
5. Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
6. 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..
7. The contractor shall furnish complete details of disbursement of salary to the Executive Director, NABI 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, failing which the NABI 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 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 shall be invoked without any claim whatsoever on NABI 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 55 years. In case of non-availability of sufficient numbers of Ex-servicemen shortfall may be filled with Ex-para military personnel. Minimal educational qualification for all civilian guards shall be 10+2 pass. The requirement of is as under:

**Security Guards (without arms) : 25**

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.
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. 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 the whistle, Torch and lathi by the Agency as per their requirement in the duty.
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 point unless and until the reliever comes for shift duties.
9. The concerned security supervisor shall maintain all the registers, which shall be kept at the main gate and other points.
11. 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.

12. 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.
13. The Agency shall organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.
14. The security guards must be rotated from their deployment at an interval of three months.
15. The contractor shall submit a monthly report of compliance and happenings in the premises guarded, to this office regularly.
16. The security personnel should be properly trained and should be alert in performance of his duty. His performance, if not found satisfactory, shall be replaced by the contractor, within a period of one day.
17. The character & antecedent of the guards to be deployed are to be verified from the local police station.

*(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 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.
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 (5). 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: -----  
-----  
-----  
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**PRICE BID****Supply of manpower**

Rates for providing security manpower for the year\_\_\_\_\_ per guard/ per month. Pro rata increase for every additional manpower deployed shall be payable. The rates should be quoted lumpsum and not in percentage.

In words

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,  
C-127, Industrial Area Phase VIII, Mohali.

Tender Ref. No. NABI /providing manpower for services

Name of Work: Supply of manpower for Security Services at NABI.

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 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 general conditions of the contract as amended from time to time and to carryout the work according to the drawings, specifications and special conditions of the contract laid down by NABI.

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
- 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,  
MOHALI**

This AGREEMENT made on this----- day of ----- between the NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, a Society registered under the Societies Registration Act and having its office at “C-127, Industrial Area Phase VIII, Mohali (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 the NABI is desirous of giving a job contract for providing security manpower at NABI’s Interim Facility, Guest House, other vital installations and its main 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. 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 security guards hereinafter mentioned as “work assigned” details of which are given at Annexure ‘A’.

AND WHEREAS the contractor has agreed to furnish to the NABI 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 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 or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Executive Director of the NABI 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 or the officer designated by the Executive Director in this respect from time to time.
3. That the Executive Director of the 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 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 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 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 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 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 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/ roll within the building premises which will be open for inspection and checking by the authorized officers of NABI .
9. That the contractor shall make the payment of wages, etc. to the persons so deployed in the presence of representative of the NABI 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 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 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 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 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 the sum incurred by the 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 the NABI and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in NABI either explicitly or implicitly.
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.
15. The BG shall be released in favour of the Contractor within one month of the expiry of the satisfactory performance of the contract.
16. That the Contractor shall keep the 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, the 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 the NABI indemnified against any loss to the NABI property and assets. The 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.

### **C. NABI'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 \_\_\_\_\_/- on monthly basis. 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 in this regard.
2. That the aforesaid lump sum amount 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 wages by the appropriate Govt. (Govt. of India) from time to time shall be payable by the NABI to the contractor.
4. That the NABI shall reimburse the amount of service 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.

#### **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**

2. 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.**
3. 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 the NABI.
  - 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 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.

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.

2.

**NOTICE INVITING TENDERS: SECURITY SERVICES**

No. NABI/6(5)/2010-Gen

Sealed Tenders are invited under two bid system for supply of security manpower for **security services** at NABI for the year 2012-13 from ISO certified and/or DGR registered firms with a minimum turnover of ₹ 5 crore during the financial year 2011-12 and having a registered office in the tri city of Chandigarh, Mohali, Panchkula and holding valid labour license, security license, ESI, EPF code from Tri city with work experience of 25 persons or more in a single security contract in central/ state Govt./ PSUs, Reputable Private Companies continuously over a period of at least Three years.

The full details of advertisement of NIT and the scope of work are available on NABI website “[www.nabi.res.in](http://www.nabi.res.in)”. Last date of receipt of bid is 25<sup>th</sup> October, 2012 by 1500 hrs.

**(Administrative Officer)**