

**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.10 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.

(Signature of the Contractor with seal)

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

## NOTICE INVITING TENDERS (NABI/6(41)/2012-GEN)

SEALED TENDERS under **Two Bid System (Technical Bid and Price Bid)** are invited from ISO certified and/or DGR registered firms having registered office at Chandigarh, Mohali, Panchkula. The firm must have executed at least One work of similar nature of annual value Rs.30 lakh or Two works of similar nature of annual value of Rs.15 lakhs each or more than two of similar nature of annual value of Rs.12 lakhs each during the last 03 years and must have minimum of Two running contracts of similar nature of annual value of Rs.30 lakhs and above. During the last 03 years, the firm should possess a valid labour license, ESI, EPF code, security license (for the state of Punjab) 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:-

S.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. 500/-	Rs. 50,000/- in the form of Demand Draft in favour of Executive Director, NABI payable at Mohali

Tender documents can be obtained from NABI Office either by post or in person, on payment of Rs. 500/- (Non-Refundable) by way of cash or by Demand Draft drawn in favour of the Executive Director, NABI payable at Mohali on any working day during the period from **12.04.2013 to 25.04.2013 between 10.00 a.m. and 02.00 pm** with submission of written request.

Tender documents can also be downloaded from NABI website [www.nabi.res.in](http://www.nabi.res.in) during the above period. Tender document, if downloaded, must accompany Tender Document fee of Rs.500/-(Non-Refundable) along with the Technical Bid in the form of Demand Draft drawn in favour of the Executive Director, NABI payable at Mohali. Tender documents without Tender Document fee shall summarily be rejected.

Sealed Tenders along with EMD of **Rs. 50,000/- (Rupees Fifty Thousand only)** by way of **Demand Draft** from a nationalized / scheduled bank drawn in **favour of the Executive Director, NABI, payable at Mohali**, and documents (as shown in Annexure I, II and III) duly signed and stamped by the contractor/agency with Technical Bid (as per Annexure-IV of the NIT) superscribing as 'Technical Bid for the Supply of Security Services at NABI, Mohali' should reach at the Executive Director, National Agri Food Biotechnology Institute, C-127, Industrial Area, Phase-VIII, SAS Nagar, Mohali-1600071, (Punjab) **latest by 02.00 p.m. on 25.04.2013**. The Technical Bid would be opened at **02.30 p.m. on 25.04.2013** (i.e. same day) in the presence of tenderers or their authorized representative, if any present. 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.

Tenders received after the appointed time and date whether sent by post or delivered in person will be summarily rejected. 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.

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 atleast three days in advance of date fixed for opening of tender. 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.

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.

**Schedule for Submission & Opening of Bids:**

<b>Submission of Bids</b>	<b>Due Date &amp; Time</b>
<b>a) Part – I Technical Bid and b) Part – II Price Bid</b>	<b>25.04.2013 - 02.00 p.m.</b>
<b>Opening of Part I (Technical Bid)</b>	<b>25.04.2013 - 02.30 p.m.</b>
<b>Tender Evaluation</b>	<b>25.04.2013 – 03:00 p.m.</b>
<b>Opening of Part II (Price Bid):</b>	<b>Immediately after technical evaluation of the technically qualifying tenderers on the same day (25.04.2013)</b>

**Associate Director (A&F)**

## **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".

1. 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 of the contract. Tenders received without valid EMD will be summarily rejected.
2. For due performance of his/their obligations under the contract, during the validity, the successful tenderer 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.
3. 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. Copies of the balance sheet for the last three years to be attached in the Technical Bid.
4. 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/ Organisation of repute. Copies of rate 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. The rates quoted should not be less than the minimum wages prescribed by the State Govt./Central Govt, whichever is higher. Any changes in government levies / taxes shall be payable at actuals.
6. 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.

7. 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. 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. 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, then NABI shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% (hundred per cent) of the earnest money absolutely.
10. 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. Failure to fulfill any of the conditions given above shall render the tender liable for rejection.
12. 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.
13. All the pages of the tender should be 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. Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.
15. 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. 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 subsequently finds to the contrary, the NABI 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. The bidder is required to provide securities services to NABI and advised to visit and acquaint himself with the operational system at NABI. 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 and is aware of the operational conditions prior to the submission of the tender documents.

18. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform NABI.
19. 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 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. Except for any such written clarification by the NABI, which is expressly stated to be an addendum to the tender document issued by the Office of NABI, no written or oral communication, presentation or explanation by any other employee of the NABI shall be taken to bind or fetter the NABI under the contract.
21. 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. 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. 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. 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. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
24. The security staff shall not accept any gratitude or reward in any shape.
25. 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. 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. That in the event of any loss occasioned to NABI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the NABI, the said loss can be claimed from the contractor up to the value of the loss. The decision of the Head of the NABI will be final and binding on the contractor.

28. The contractor will not be held responsible for the damages/sabotage caused to the property of the NABI due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
29. 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 shall have right to have any person moved in case of staff complaints or as decided by representative of the NABI 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. The contractor should ensure that the personnel will have to report to the NABI'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.
31. The contractor shall ensure that its personnel shall not at any time, without the consent of the NABI in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NABI and shall not disclose to any information about the affairs of NABI. This clause does not apply to the information, which becomes public knowledge.
32. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel 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. The contractor shall deploy his personnel only after obtaining the NABI approval duly submitting curriculum vitae (CV) of these personnel, the NABI shall be informed at least one week in advance and contractor shall be required to obtain the NABI approval for all such changes along with their CVs.
34. 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. 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 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 from the contractor.
36. The contracting agency shall depute atleast 50% manpower from the category of Ex-Servicemen. The contractor shall provide proof of Ex-Servicemen and NABI shall get it verified on its own. Security staff other than Ex-Servicemen shall be provided training for a minimum of five days duration for providing security and fire fighting services in the training establishment of the bidder.

37. 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. The NABI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
39. The NABI 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 does not recognize any employee-employer relationship with any of the workers of the contractor.
40. 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 from the contractor.
41. If any underpayment is discovered, the amount shall be duly paid to the contractor by NABI.
42. 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 etc.
43. The contractor will have to deposit the proof of having deposited the employee's contribution towards PF/ESI etc. of each employee as & when desired by NABI to do so.
44. The contractor shall disburse the wages to its staff deployed at NABI by the 7<sup>th</sup> of every month through ECS or by Cheque in the presence of representative of NABI.
45. The contractor should have round the clock control room service in Tricity along with quick response teams to deal with emergent situations, if any. The number of the 24x7 control room to be provided alongwith the Technical Bid.
46. 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.



## **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 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. 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. 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 action against defaulters.
6. The contract will be initially for a period of THREE MONTHS which is likely to be extended for further period of NINE MONTHS subject to satisfactory performance of the work at the same tendered rate. The contract after above said NINE MONTHS can be extended for one more year on 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 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 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.
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. 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 a six day 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. 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 to NABI.
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.
2. 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.

## **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 throughout 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.

3. 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.
4. 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. 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 the fighting equipments and extinguishers with their operation and maintenance.
6. To provide periodical night patrolling by supervise atleast once in a week at no cost to NABI.
7. 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. The guards supplied by the contractor should be trained, young, smart and well dressed with proper uniform.
9. The night duty guards to be equipped with lathies, torches etc. or as directed.

#### **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 in respect of guards deployed at NABI.

## **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. Also, all claims which may arise due to the negligence of the persons deployed at NABI (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.

#### **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.
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
  - 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. 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.

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 or from such date & time as mutually agreed upon, 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. Minimum educational qualification for all civilian guards shall be 10+2 pass and age shall not be less than 21 years. Also, all guards should have writing skills of Hindi & Punjabi both. The requirement is as under:

**Security Guards (non-armed): 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. 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.
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, he 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 and submitted to NABI before deployment.
18. Every aspect of security for protection of all the installations and other materials from theft and fire, pilferage, damage and encroachment etc., at NABI and report to the management and concerned police authority wherever necessary.
19. Introduction and implementation of anti theft measures.
20. Issue of gate pass to visitors and checking 'in' and 'out' passes for goods/materials.
21. Liaison with local police authorities and local fire-brigade officials in emergency.
22. Carrying out any other related task as may be allotted by the competent authority.
23. In case of Ex-servicemen, relevant records like their discharge certificate, etc., should be produced when the contract is awarded.
24. 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-BPU.
25. 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 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 (03). 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**

**Annexure-III****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: -----

-----  
-----  
-----

### Specimen of Technical Bid

#### (“Technical Bid for the Supply of Security Services at NABI, 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.
1.	Tender Document fee details (Rs.500/-)		
2.	EMD Details (Rs. 50,000/-)		
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.	Clientele, background and reputation		
12.	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. 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.		
13.	At least five years experience in the field (Copies of the balance sheet for the last three years must be attached in the Technical bid) with an annual turnover of Rs. 5 crore during the FY – 2011-12.		
14.	At least two running contracts of similar nature of annual value of Rs. 30 lakhs or more		
15.	Not less than 25 (twenty five) persons deployed in a single contract, in major institutions like Scheduled Banks / Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs / Large Industrial / Educational campuses/Reputed Corporate Bodies. (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.)		
16.	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 Scheduled Banks / Insurance Companies / Central or State Government Departments / Public Sector Undertakings / CSIR Labs / Large Industrial / Educational campuses/Reputed Corporate Bodies. (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)		
17.	Well structured training facility with a qualified training officer.		
18.	Have your firm ever been debarred by any Court of law OR penalised by any Government/CSIR/Private organization?		

**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)**

**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.
1. Tender document fee – Demand Draft (if downloaded from website).
2. EMD – Demand Draft.
3. Affidavit that the firm is not black listed as per the specimen at Annexure-I
4. Copy of valid Labour License issued from Chandigarh/Mohali/Panchkula.
5. Copy of valid security license for the state of Punjab.
6. Copies of ESI & EPF registration.
7. 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 with Satisfactory performance certificates.
8. Copy of certificate issued by organization(s) where such work was executed certifying that the applicant firm has executed the contract satisfactorily.
9. Latest copy of Income Tax Return.
10. Copy of Audited balance sheets for the last 03 years
11. Income Tax PAN Card and Service tax registration certificate.
12. Copy of valid ISO certificate and/or DGR registration certificate.
13. Signed copy of undertaking as per Annexure –II of tender.
14. Rate contract proof / Award letter for present running contracts.

**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.

**X-Man****Civilian Guard****Total**

In Figures.

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. 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 the sum incurred by the NABI, 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 and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in NABI 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 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.

18. 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 to the extent of such revision.
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 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**

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.