



INSTITUTE OF NANO SCIENCE & TECHNOLOGY

(An Autonomous Research Institute of the Department of Science and Technology, Government of India)

Knowledge City, Sector-81, SAS Nagar, Mohali-140306, Punjab

GST No. 03AAAAI4829E1Z3

F.No. 5(2)/2016-INST

Dated: 28.05.2021

1. Notice Inviting Tender

Tender Notice (THROUGH GEM PORTAL) for Engagement of Agency for supplying Manpower on outsourcing basis for security and other services to Institute of Nano Science and Technology (INST), Mohali

E-tender (through GeM Portal) under two-bid system from eligible Manpower Service providers supplying Manpower on outsourcing basis for security and other services to Institute of Nano Science and Technology, Mohali for an initial period of one year (extendable for further period of one year) with mutual consent of both parties is invited.

Requirement/eligibility criteria Terms and Conditions of the contract have been clarified in the additional documents.

Tender document (including additional documents) is available online at GeM Portal as well as on the website of Institute of Nano Science and Technology i.e. www.inst.ac.in.

However, for any clarification, bidders may contact on purchase@inst.ac.in. Bidders are advised to read tender document (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

GEM Bid No.: GEM/2021/B/1247130 dated 28/05/2021

2. Tender Schedule

Name of the Work	E-tender (through GeM Portal) under two-bid system from eligible Manpower Service providers supplying Manpower on outsourcing basis for security and other services to Institute of Nano Science and Technology, Mohali
Estimated Cost for one year contract	Rs. 2,20,00,000 (Approx.)
Last Date & submission of E-Tender	18/06/2021 till 2:00PM
Date & Time of opening of online Tender	18/06/2021 at 3:00PM
Earnest Money Deposit (EMD)	Declaration to be submitted as per Department of Expenditure Procurement Policy Division OM No. F.9/4/2020-PPD dated 12.11.2020
Performance Security Deposit / Security Deposit (PSD / SD) to be deposited by successful bidder	Rs. 7,00,000/- (valid for a period of 60 days beyond the contract period)

3. Instructions to bidders for submission of Bids

- I. The e-tenders are being invited for Security & Housekeeping Manpower Service through GeM. All the instructions of GeM bidding is applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all. Detailed information regarding the items, application / tender forms, EMD details, specifications, terms and conditions can be downloaded from the following websites www.inst.ac.in or www.gem.gov.in
- II. The interested bidders shall submit their tender(s) both Technical bid and financial bid through online mode in www.gem.gov.in. The bidders shall upload all the documents as per Eligibility criteria for Bidders.
- III. Any corrigendum to this tender will be notified through the aforesaid websites only. INST reserves the right to accept or reject any or all the bids without assigning any reason at any stage.
- IV. The Bidder is expected to examine all instructions, eligibility criteria, forms, terms and conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

V. Schedule of Manpower Requirement (as sanctioned currently):

Category	Nature of Work	Posts	Approximate No. of Persons	Remuneration
A	Professional, Office Staff, Highly Skilled and Skilled Services	Security Supervisor, System Administrator, Office Assistant, Hindi Translator, Store Assistant, Assistant Engineer, Junior Engineer Etc.	22	As per Qualification and Experience.
B	Security Services	Uniformed Security Guards	14	
C	Attendants	Housekeeping Attendants, Mali, Electrician, HVAC Operator, Lift Operator, Pump Operator, Plumber, Peon Etc.	Semi-Skilled 16	Minimum Wage Rate of the Central Govt.
			Unskilled 38	
Total Manpower (Requirements may vary from time to time in any/all categories)			90	

- VI. Bidders have to submit a valid EMD declaration (Annexure-6) in the Technical bid in place of EMD. Bids received without EMD declaration will not be considered and summarily rejected.
- VII. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result his tender excluded from consideration.
- VIII. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing required documents will be summarily rejected.
- IX. This office reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for this Office's action.

- X. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all necessary information for preparing the bid and entering into a contract for the services.
- XI. Clarification regarding any ambiguity in eligibility criteria may be sought through e-mail at purchase@inst.ac.in
- XII. It requires that this office as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this office will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.
- XIII. Tenderers are requested that, before quoting their rates or filling tender, the tender form may please be read out thoroughly (line by line), otherwise the Competent Authority of this office will not be held responsible for any error/oversight of his own.
- XIV. Manpower Service Agencies intending to participate in the rate contract should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected. Tenderer should quote only for the rate Percentage (%) of administrative charges/ service charges in the Financial Bid (Annexure - 3).

4.

5. Eligibility Criteria:

- I. Company must have valid ISO registration.
- II. Company must have valid License under Private Security Agencies (Regulation) Act.
- III. Company must sign "Bid Security Declaration" As per Annexure - 6 attached.
- IV. Company must have Valid Labour License under 'Contract Labour (Regulation & Abolition) Act with Labour authority & subsequent rules made there under and registration from Chandigarh/Mohali/Panchkula.
- V. Company must have ESI & EPF registration from Chandigarh/Mohali/Panchkula Authorities.
- VI. Company must provide postal address & contact details i.e. Tel/ e-mail/ Fax Nos. etc of the and must also mention branch address in Chandigarh/Mohali/Panchkula on its Letter head as per Annexure – 7.
- VII. Company must have work experience of engaging at least 100 persons as outsourced manpower or more in a single contract during the last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution.
- VIII. Company must have work experience of at least One work of similar nature of annual value Rs. 2 Crore or Two works of similar nature of annual value of Rs. 1 Crore each last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution. Copy of certificate(s) issued by such Organization(s) where such work was executed and certifying that the applicant firm has executed the contract satisfactorily need to be provided.
- IX. Company must provide self-attested copy of Goods & Service Tax (GST) registration certificate issued at Punjab.
- X. Company must provide self-attested copy of IT Return for the last 03 years (i.e. FY 2017-18, 2018-19 & 2019-20)
- XI. Company must provide Solvency certificate of an amount not less than Rs. 50 Lakh issued by a Nationalized/Schedules bank with in the last 06 months from the date of tender.
- XII. Company must provide Self-attested copy of the Firm's PAN Card.
- XIII. Company must provide certificate on Letter Head that the firm is not blacklisted as per the specimen of Tender at Annexure – 9
- XIV. Company must provide Stamped & signed copy of the undertaking and Letter of acceptance as per Annexure – 2.

Note: If agency does not fulfill the eligibility criteria the bid shall be considered as non-responsive and not consider for further processing.

6. Terms and Conditions of the Contract

- 1) **Inspection of premises:** The tenderer submitting tender would be deemed to have inspected the premises, considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- 2) **Canvassing:** Any action on the part of the tenderer to influence any officer of INST or canvassing in any form shall make the tender liable for rejection.
- 3) **Bid Evaluation:**
 - I. Bids, in respect of which EMD declaration has been furnished, will only be considered for technical evaluation.
 - II. Financial bids of technically qualified bidders will be considered for financial evaluation.
 - III. The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules.
 - IV. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GEM portal the buyer shall have two options for placement of Contract: a) Placement of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system or (b) Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approval.
- 4) **Technical Evaluation:** Technical Evaluation shall be done as specified in the check list of eligibility conditions at Annexure -1.
- 5) **Awarding of tender:** The work shall be allotted to the tenderer whose quotes are viable, workable & shall fulfil all the other terms & conditions of the tender document and have adequate justification against quoted rates.
- 6) **Allotment of Full or a part of contract:** The competent authority may allot the contract in full or a part of such contract to the next firm out of the panel available with it any time in the event of non-compliance or breach of any terms & conditions of this contract by the working contractor/firm or otherwise, if it is deemed fit to do so in the public interest or in case of furnishing any wrong information/documents or concealing any material or vital fact.
- 7) **Legal action towards defaulters:** Besides terminating the contract, INST, Mohali reserves its right to take appropriate legal course of action against defaulters. All legal action shall be under the jurisdiction of courts ta Mohali.
- 8) **Initial period of contract & Extension:** The contract will be for a period of one year initially, which can be extended further on satisfactory performance of the initial period of the contract on the same terms and conditions, if acceptable to both the parties.
- 9) **Execution of work:** All works shall be executed as directed by an officers of INST.
- 10) **Failing in fulfilling the obligations:** Time is the essence of this contract. In case the Contractor fails in fulfilling the obligations fully and in time, INST shall have the absolute right to take up the work at the Contractor's cost and risk and recover any and all such expenses from the amounts due to the contractor including Security Deposit.

The Institute shall have right to impose penalty commensurate with the fault and amount towards damages if any, which shall be recovered from the bill of contractor. Any recovery in EPF and ESI of any employee, if penalised/charged during or later the contract by any Govt. authority for non-compliance, shall be sole responsibility of the contractor.

- 11) **Abide by Contract Labour (R&A) Act and Other Labour Laws:** The Contractor and their deployed staff will abide by the provisions mentioned in Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 and all other laws & statutory obligations in force by Central/State Govt. from time to time including labour laws and shall indemnify INST from any claims in this regard. If during the work tenure and even after that, any type of breach of provisions of above said & other Acts is found alongwith agitation in any form like strike, actual work done by number of days by remaining off from duties etc. is done by contractor staff and damage or claim/recovery occurs; loss of all such shall be totally paid and recovered by/from the contractor or paid to concerned Govt. agency from contractor monthly bill/security deposited etc. Any recovery if penalised/charged during or later the contract by any Govt. authority for non-compliance, shall be sole responsibility of the contractor.
- 12) **Registration under Contract Labour Act:** The applicant/firm should be registered under the 'Contract Labour (Regulation & Abolition) Act, 1970 & Rules of 1971 made there under & have in their possession the EPF/EDLI & ESI code numbers and also keep validation on their own.
- 13) **Postal letters:** All letters posted to Contractor at the address given in Letter Head will be considered to have been delivered on time. INST will not be responsible for any postal delays.
- 14) **Forfeiture of Performance security:** If it is observed at any stage that the quality of the work is not satisfactory, the contract/work order as a whole may be terminated and Security deposit can be forfeited fully or partially. The contractor will have no claims what so ever on INST.
- 15) **Compensation to the Institute:** In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the contractor shall remain liable to pay compensation to the Institute for the inferior works as determined by INST 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.
- 16) **Water and Electricity:** Water and Electricity required for the institute work may be used free of cost from INST and INST shall not charge anything from contractor in this context.
- 17) **Accident or mishaps:** Contractor will be fully responsible for any accident or mishaps involving workers engaged by the contractor and the Contractor would pay claims made by these victims. The contractor shall indemnify INST 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 INST against all such claims in this regard and this institute will not have any responsibility towards such loss/accident/mishap etc.
- 18) **Abide by provisions of Labour Laws:** The persons so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages, wage slip, UAN/EPF/ESI Numbers & cards and all other dues within the stipulated time which the Contractor is liable to pay under various Labour Regulations and other statutory provisions. INST shall be absolved from any such liability. It will also be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract. Whenever any liability is arisen to the institute on account of violation of any provision of the said acts by contractor, it will be compensated from the contractor/monthly bill.
 - a) Contract Labour Regulation & Abolition Act, 1970 and rules made therein as amended
 - b) Workmen Compensation Act
 - c) Minimum Wages Act

- d) Payment of Wages Act
- e) Payment of Bonus Act
- f) Employee Provident Fund Act
- g) ESI Act
- h) Industrial Dispute Act
- i) Trade Union Act
- j) Maternity Benefit Act
- k) Prohibition of Employment of Children Act
- l) Employment of Labour/Contract Labour Act
- m) Industrial Employment Act
- n) Any other act or legislation, which may govern the nature of the above contract.

18. **Deduction from bill:** Any liability arising on INST in any context irrespective of nature 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.

19. **Right to alter specifications of works:** INST 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. **Representative of the contractor:** The contractor is required to nominate his authorized representative at the site of work at their own cost who shall receive regular instructions from the officer (to be nominated by the Director) from time to time. All such instructions received by the authorized representative on behalf of the contractor shall be deemed to have been received by the contractor within the scope of this work order. If the representative doesn't come to office for taking instructions for proper resolution of work/issues, INST shall be at full liberty to impose any kind of minor or major penalty at its own discretion which will be deducted from monthly bill of contractor.

21. **Failing to execute:** In the event of the contractor failing to execute the services for any time during the period under the contract either in whole or in part an alternative arrangement will be made by INST totally at the cost & risk of contractor besides levying suitable fine/penalty as per the terms and conditions of the contract by INST. If contractor is not doing any work; that can be done by INST and expenditure involved will be deducted from contractor's monthly bill.

22. **Loss & damage:** The contractor shall be liable to pay compensation for any loss & damage caused to the property of INST or its Staff Members/Students/Visitors by the contractor or his workers deployed at site.

23. **Conduct of staff:** The contractor shall be personally responsible for the conduct of his staff. In case of any complaint against any of his staff, the contractor will be under an obligation to change the worker concerned when instructed by INST authority and shall provide immediate replacement against him/her for the smooth functioning of work. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. INST shall not and cannot hold any responsibility with regard to staff on the role of the contractor what so ever.

24. **Staff to abide by rules of the Institute:** The contractor & his staff shall follow the rules & regulations of INST in force and instructions issued from time-to-time. INST will be free to take action against the contractor for violating the same.

25. **Notice for termination of contract:** INST reserves the right to terminate the contract without assigning any reason by giving a notice of ONE month. The contractor will also have to serve a notice of 03 months, if he wishes to terminate the contract. The contractor cannot serve notice during the last 02 months of contract. If it is realized by the contractor during the last 02 months of the contract to stop these services due to any unavoidable circumstances, the contractor

shall have to continue at least minimum for 03 months or till the completion of new tendering process of INST whichever is earlier.

26. **Observance of holidays:** The personnel of contractor should observe only three closed holidays in a Calendar Year irrespective of number of the holidays observed by the Institute as per the list given by the Institute from time to time. The **03 closed holidays** would cover **Republic Day, Independence Day, Gandhi Jayanti**. **In addition to this**, the staff will observe **06 more holidays on Holi, Eid-ul Fitr, Dussehra, Good Friday/Diwali, Guru Nanak Birthday and Christmas Day**. On all other days except weekly off, the staff will have to come to INST without asking for any extra amount. **The competent authority of INST may decide at any point of time for adding or deleting of any type of holiday/leave except 03 National Holidays.**

27. **06 days working:** The services of employees of contractor should be made available on all six days of a week, 8 hours a day minimum as per institute's requirement. The staff must ensure their presence at least 10 minutes in advance before actual in-time. It would be sole responsibility of the contractor to ensure proper weekly off to all the staff deployed at INST without suffering the work at INST. Roaster of the security staff and reliever shall be shared by contractor with INST well before starting of the next month.

28. **Verification report:** Contractor will submit the **verification report** and **certificate of medical fitness** of all the employees **at his own cost** before deployment and also list of employees with bio-data of each employee posted to the Institute along with photo and signature/thumb impression should be handed over to Administration of INST and also a copy thereof should be with contractor for review any time by INST. Any changes should be informed immediately. All the staff deployed should be medically fit.

29. **Responsibility towards leave benefits, weekly offs, National & Festival holidays:** The contractor shall be fully responsible for providing leave benefits, weekly offs, National & Festival holidays etc. as per tender's conditions other than mentioned above to the personnel deployed and as and when any of personnel comes late or proceeds on leave or absents himself/herself, it will be the sole responsibility of the contractor to provide a suitable substitute for smooth functioning of work at INST. Whenever, any substitute is provided by the contractor against any personnel, INST will make payment for that substitute only.

30. **Not Charging Consultation fee from Staff for deployment:** The contractor will not deduct anything in the form of consultation fee from the person so deployed at INST. All such terms & conditions should primarily be settled well in advance between person and contractor. At any stage, this institute shall not be held responsible for any such issues/disputes. If anything is arisen out, such disputes shall be handled by contractor with utmost care without harming image of this institute. Further, if at any stage, it is found that the contractor has deducted amount from the monthly salary of staff, same will have to be returned to staff forthwith by the contractor.

31. **Failure to provide manpower:** The contractor will have to provide all types of manpower i.e. Clerical, Technical, Housekeeping, Attendants, Driver, Mali. Security guards etc. as and when asked to provide by this institute. If the contract is failed to deploy any said type of manpower, INST shall be at full liberty to hire such manpower from open market at the risk and cost of the contractor.

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

33. **Recovery from Contractor towards quality of work:** The decision of the Director, INST, Mohali with regard to the determining quality of Work/services done by the contractor or his employees shall be final and acceptable to the contractor. The contractor shall rectify the defects so pointed out without any extra payment. INST reserves the right to get the Work/Services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing.

34. **Pro-rata payment of Administration Charges:** Administration charges will only be payable to contractor on account of deployment of any person and his/her working for whole month only. Pro-rata payment for the number of

days worked by staff shall be made to contractor if the contractor's staff has worked less than 30/31 days in a particular month.

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

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

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

38. **Maintenance of Attendance register:** Although the institute has started biometric attendance system, the contractor will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment and INST may ask the contractor any time to provide such data.

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

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

41. **Payment of Minimum wages:** The contractor shall pay his workers the minimum wages as fixed/notified from time to time by the '**Central Government for Area B**' throughout the tenure of contract by issuing account payee cheques or through NEFT to all individuals. It will be the sole responsibility of the contractor to disburse the wages/salaries of its deployed personnel on or before 7th of the following month along with the Pay slip as per Central Labour Enforcement Authority and to address all the issues related to disbursement of wages/salaries before claiming reimbursement of wages/salaries from INST. There should be no linkage between this payment and settlement of the contractor's bill from INST. Any amendments in the wages by Govt. shall be notified to institute's authority first by the contractor and then will be paid to staff accordingly.

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

43. **Uniforms and Identity Cards:** 02 sets of Uniform (good quality) annually and 01 Identity card as per below detail will be given by contractor in a year to specific staff (Category B and Category C) deployed at sites and one Identity Card to all his workers deployed at INST to be worn while on duty.

Category B Staff	Category C Staff
-------------------------	-------------------------

Pant	Pant
Shirt	Shirt
01 pair of shoes	01 pair of shoes
Cap/Turban	Sweater (01) during winter
Belt	-
Batten	-
Jacket (01) during winter	-
Sweater (01) during winter	

The contractor will be paid one-time amount of Rs. 4000/- per year and Rs. 3500/- for uniform of each eligible employee in Category B and Category C respectively one month after the first deployment on assessment of satisfactory quality of uniform by INST. However, in case any of the employees leaves the job in between the tenure of contract/is found unfit to perform his duties by INST / replaced by the contractor with another person, the contractor will have to provide the uniform to the replacement at his own cost.

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

44. Reporting at INST by contractor:

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

45. Supervising:

- a) The contractor shall be responsible to extract the work, manage the work, maintenance of gardens etc. as the case may be and for interaction with office-in-charge for the upkeep.
- b) The services of the workers/personnel deployed by contractor will be required on all days in a month irrespective of holidays and they should be prepared to work on shifts whenever and wherever it is required by INST. The contractor has to ensure proper attendance of the personnel deployed and should produce Character and Antecedent's verification reports of the persons engaged at INST and the same shall be submitted to the department for verification.
- c) The labourers provided by the contractors shall maintain personal hygiene at INST.
- d) The persons deployed should be reliable, trust worthy, alert and efficient.
- e) The contract personnel should be disciplined, polite with good behaviour. In case of any complaint or any unusual behaviour of the worker, he/she should be replaced within 24 hours after receipt of intimation from the Institute.
- f) The contract personnel shall undergo medical examinations at the expense of the contractor to ensure that they are free from any communicable diseases and medical examination certificate to be furnished as and when called for as and when required by the Institute at the cost of the contractor.
- g) The contractor shall not lease or sub-contract the whole or any part of the contract to anybody.

46. Minimum Labour to be provided:

The contractor will have to provide manpower as and when asked for various services like Supervisors, Security Guards, Highly skilled & Skilled category Office Assistants, Drivers, Office Attendant/Peon, Lab Attendant, Canteen & Guest House m/p, Housekeeping & cleaning, Mali, Farm Labourers etc. within three days from the requisition. Such manpower shall be provided after being identified by INST from the talent pool of the contractor based on the suitability of the candidates for the job/work to be assigned and INST shall fix the remuneration payable to each according to the job responsibilities, experience and qualification possessed.

47. Payment Conditions:

- a. The Institute will furnish the information with regard to the attendance of workers to the Contractor on the last working day of the month.
- b. The contractor will make the payment to the workers on or before 5th of the following month and submit the monthly **pre-receipted bills in duplicate** after satisfactory completion of the work to the Officer of the Institute for certification for pro-rata payment alongwith monthly challans of EPF alongwith ECRs, ESI alongwith detailed list of contribution made and GST submission duly certified, stamped and signed. The officer on receipt of bill shall check the work record and there after process the bill for payment.
- c. **The Institute does not recommend the overtime by workers as a matter of policy. However, performance of overtime by Security Guards or maintenance workers employed at the minimum wage will be paid separately during the following month and should not be included in the monthly wages of the same month after obtaining specific prior approval of the competent authority in INST.**
- d. All bills should be submitted on printed forms, duly signed, stamped and pre-receipted. INST shall normally make payment within 7 days of receipt of the bill complete in all respect after all adjustments and remittances of EPF, ESI etc. However, the contractor will not keep any linkage between payment by INST and disbursement of salary to staff.
- e. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act, EPF Act, ESI Act, Equal remuneration Act, Payment and all other relevant Act and will be responsible for the deposit of Employees' and Employer's share of statutory contributions with the EPF/ESI authorities at his own level and maintenance of such records as per rules. He will also arrange for opening such EPF/UAN//ESI accounts etc. of all the employees deployed by him in this Institute and provide all relevant information to INST. Payment will be made by INST to the contractor on monthly basis on submission of bills in duplicate along with the certificate of satisfactory performance of work from the concerned officer of INST. A certificate to the effect that all labour laws including EPF, ESIC payments, Bonus etc., are being followed has to be furnished with proof along with the bill for payment.
 - i. The contractor will submit wage bill as per details/table given below:
 - ii. Name of the company
 - iii. Annual contract for Providing Manpower Services for various activities.
 - iv. Authority No. & date
 - v. Date of commencement of the contract
 - vi. Wage bill for the month.....
 - vii. Bill No. & date
- d) Bill mentioning complete details vis. Name of the worker, Employee Code No. EPF No., ESI No., Minimum Wage, Days, Wages, Employees contributions towards ESI, EPF, Carry Home wages, Employers share towards EPF, EDLI, ESI etc.
- e) Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
- f) The contractor has to attach EPF/ESI/GST challans alongwith the bills.
- g) In case of any delay in processing the bills, the contractor would be required to ensure the payment of its workers on or before 5th of following month and in any case, there should be no linkage between this payment and settlement of the contractor's bill from INST.
- h) The contractor shall furnish complete details of disbursement of salary to the INST on or before 8th Day of following month and submit his monthly bill of previous month so as to make payment.

48. Commencement of Work: The Contractor is required to start the work of supply of manpower for the services with effect from the date of award and submission of Agreement and Performance Security.

49. Termination / Cancellation of Contract:

- a. Notwithstanding any other provisions made in the contract, INST reserves the absolute right to terminate the contract forthwith if it is found that continuation of the contract is not in Public Interest and not going as per terms of contract agreement. The contractor is not eligible for any compensation or claim in the event of such cancellation.
- b. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and BG towards Performance Security submitted to INST shall be invoked without any claim whatsoever on INST and the contractor shall be liable for action as appropriate under the extant laws.
- c. The terms under the penalty clause of the NIT shall be levied alongwith the forfeiture of performance security.
- d. If the contractor desires to leave this contract at any stage due to any administrative or technical reasons, the contractor shall have to serve a notice period of atleast 03 months before leaving or till finalisation of new tender's process whichever is earlier.
- e. There would be no liabilities towards the workers of the contractor on INST as they will be purely on the roll of contractor.

50. Blacklisting a bidder:

INST reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.

51. Court Cases:

The Successful Bidder shall have the full responsibility to attend all the Court / Labour Court's cases concerned to the outsourced staff during the contract period and even after the completion of the contract period for the cases started during the contract period, if any, without putting any cost to INST. In case of any fine/recovery/penalty imposed by the court, INST shall not be held responsible for the same. However, if the recovery is considered justified to INST, then the decision taken by the competent authority is final and binding. The contractor shall maintain proper file of all such cases/documents and shall produce to INST/Court as and when asked for without delay. INST shall not be held responsible for non-maintenance of such file record. In addition, the contractor shall also maintain proper address/communication record of all staff as to produce to INST any time as asked for.

52. Jurisdiction for settlement of disputes, if any: Mohali

Scope of Work:

Category A: Professional, Office Staff, Highly Skilled and Skilled Services

The contractor shall provide such manpower as per requirement of INST for efficient office and laboratory management like that of Security Supervisor, System Administrator, Office Assistant (Highly Skilled with 5 to 10 yrs experience in Store/Accounts/General Administration), Hindi Translator, Store Assistant, Assistant Engineer, Junior Engineer, Receptionist Etc.

Category B: Uniformed Security Guards

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

Category C: Attendants (Housekeeping Attendants, Mali, Electrician, HVAC Operator, Lift Operator, Pump Operator, Plumber, Peon Etc.

Horticulture Services:

- a) Maintenance of all the fields/plants of INST at Sector 81, main campus.
- b) Pest control use and spray of pesticides.

General Maintenance:

Providing manpower for Electrical and Civil Maintenance services viz trained and experienced Electricians Electrician, HVAC Operator, Lift Operator, Pump Operator, Plumber etc. for INST Campus i.e. total area of including Lab building, office space, Incubation Centre, Guest House, Hostels, Residential houses/apartments etc.

Housekeeping:

- a) Providing cleanliness/housekeeping services which include cleaning work of complete INST Campus i.e. total area of all Lab building, office space, Incubation Centre, Guest House, Hostels, Residential houses/apartments (corridors, stairs, lifts, common space, parking area), glass panes, mopping and general cleaning in a covered area as suggested by the institute from time to time.
In brief the job function is to maintain the aesthetic looks in the Institute associated premises by maintaining pleasant odour and cleanliness, keeping the building & the surrounding area neat, clean & tidy every day keeping them in hygienic & sanitary conditions of high standard as per contract.
 - i. Effective cleaning of rooms and bathrooms has to be ensured during the morning shift taking into account the convenience of the occupant.
 - ii. The Housekeeping staff will be present in the premises and carry out duty for entire eight hours excluding meals/tea hrs./ staggered duties as assigned by competent authorities.
 - iii. The workers should maintain highest discipline and behave politely and proper manner with the students and guests. They should not argue with the students and guests.
 - iv. The guidelines of cleaning process are as under:
- b) Daily House Keeping:
 - i. Proper sweeping & mopping of all floors in the building twice daily. Cleaning of walls, Glasses, railings, corridors & lifts, entry roads of various buildings etc. covering the entire constructed areas, no betel stains or cob webs etc. should be visible anywhere.
 - ii. Cleaning entrance lobby area frequently.
 - iii. Cleaning of Waste Paper Baskets, Sanitation Bin & Spittoon set & disposing of garbage/refuse as directed.
 - iv. Dusting Guest House furniture, almirahs, cupboards, phones, partition walls, doors, windows, Notice Boards, Flower Vases & pieces of decoration and other materials available in INST.
 - v. Toilets to be cleaned twice a day or more as may be required to maintain thorough cleanliness and hygiene. Porcelain fixtures to be cleaned with Vim.
 - vi. To spray with room fresheners/ perfume to maintain pleasant odour as & when required especially at Guest House.

- vii. Spray of Gammexine, bleaching powder & Finit /Hit or good insecticide on regular basis to prevent breeding of flies/ mosquitoes, cockroaches, lizards and big ants and other pests.
- viii. To attend & clean and remove chocking of drains including CI pipes, sanitary fixtures, manholes & sewer lines, whenever required for smooth functioning and as directed by Officer-in-charge.
- ix. Thorough cleaning of rooms with, Odorex, dettol/ carbolic acid / disinfectant etc. as required and as directed by Supervisor/ Officer-in-charge.
- x. Cleaning of all roads and passages.
- xi. To fill up chart of duties as maintained by institute's representative and ensure complete compliance to that.

c) Weekly – House Keeping:

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

d) Fortnightly – House Keeping:

- i. Cleaning of ceiling with electrical fitting & roofs.
- ii. Washing & Scrubbing of floor with automatic (as described earlier) machines with required cleaning material.
- iii. Cleaning storm water drains, water pipes & overhead tanks.

e) Monthly– House Keeping:

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

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

Sl. No.	Particular	Document Attached (Yes/No)	Page No.	Remarks (If any)
<u>Eligibility Criteria:</u>				
1	Self-certified copy of valid ISO registration certificate			
2	"Bid Security Declaration" As per Annexure - 6 attached			
3	Valid License under Private Security Agencies (Regulation) Act			
4	Valid Labour License under 'Contract Labour (Regulation & Abolition) Act with Labour authority & subsequent rules made there under and registration from Chandigarh/Mohali/Panchkula.			
5	Copies of ESI & EPF registration from Chandigarh/Mohali/Panchkula Authorities			
6	Letter head of the firm/company clearly mentioning postal address & contact details i.e. Tel/ e-mail/ Fax Nos. etc and must also mention local branch address in Chandigarh/Mohali/Panchkula as per Annexure – 7.			
7	Work experience of engaging at least 100 persons as outsourced manpower or more in a single contract during the last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution (highlight Nos. properly). As per annexure - 8			
8	Statement of works executed : At least One work of similar nature of annual value Rs. 2 Crore or Two works of similar nature of annual value of Rs. 1 Crore each last 03 years since the date of publishing this tender in any Central Govt./State Govt./PSUs/Autonomous Institution as per Annexure- 8			
9	Copy of certificate(s) issued by such Organization(s) where such work was executed and certifying that the applicant firm has executed the contract satisfactorily.			
10	Self-attested copy of Goods & Service Tax (GST) registration certificate issued at Punjab.			
11	Copy of IT Return for the last 03 years (i.e. FY 2017-18, 2018-19 & 2019-20)			
12	Solvency certificate of an amount not less than Rs. 50 Lakh issued by a Nationalized/Scheduled bank with in the last 06 months from the date of tender.			
13	Self-attested copy of the Firm's PAN Card			
14	Certificate on Letter Head that the firm is not blacklisted as per the specimen of Tender at Annexure - 9			
15	Stamped & signed copy of the undertaking and Letter of acceptance as per Annexure - 2			

(Signature of the Contractor & Seal)

**PRICE BID FORM / LETTER OF ACCEPTANCE
(To be submitted along with Technical Bid)**

Tender No: _____

Dated: _____

To

The Director,
Institute of Nano Science and Technology (INST),
Sector-81 (Knowledge City), S.A.S. Nagar,
Mohali-160071(Punjab).

Subject: -E-tender of Supplying of manpower on outsourcing basis for security & other services at INST, Mohali.

Dear Sir

- 1) Having the conditions of contract to be provided under this tender contract, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide manpower in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2) We undertake to enter into agreement within 10 days of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
- 3) If our Bid is accepted, we will obtain the **Bank Guarantee** of a Nationalised/Scheduled Bank for a sum of **Rs. 10,00,000/- (Rupees Ten Lakh Only)** for the due performance of the Contract as per Chapter-XII and which will remain valid for 02 years 06 months from date of ward of work even if the contract is extended further.
- 4) We agree to abide by this **Bid for a period of 90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- 5) Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
- 7) We understand that you are not bound to accept the lowest or any bid, you may receive.
- 8) We hereby inform you that we have never been blacklisted by any Government organization/ department/Central Government/State Government funded autonomous bodies/Central/State Universities.

Dated this _____

Signature : _____

In capacity of: _____

Duly authorized to sign the bid for & on behalf of _____

Witness: _____

Address: _____

Signature: _____

Annexue-3

No.....

Dated.....

To
The Director
Institute of Nano Science & Technology,
Knowledge City, Sector-81,
SAS Nagar,
Mohali – 140306.

Subject: Quotation (Price Bid) for Supplying of manpower on outsourcing basis for security & other services at INST, Mohali.

Ref: INST NIT No. _____ dated _____

Sir,

On the subject mentioned above, I/we quote the rate (%) of Administrative/Service Charges (on monthly wage bill exclusive of GST) for supply of manpower (Category A B and C as specified in tender document) as given below: -

Administrative/ Service charges to be quoted in percentage (in numbers and words)

(Signature of the Tenderer or Authorized signatory Of the Tenderer with seal of the Firm/Agency)

Note 1. The percentage of service charges shall not be less than the applicable TDS Rate as per income tax rules.

Note. 2. Statutory liabilities as per applicable rates.

Note. 3: Please refer to point no. 43 of part 4 of terms and conditions of the contract for provision of uniform.

PERFORMANCE SECURITY BOND FORM

In consideration of Institute of Nano Science and Technology, Mohali (hereinafter called the INST) having agreed to exempt _____ (hereinafter called the said contractors) from the demand of security deposit/earnest money of Rs. _____ /- on production of Bank Guarantee for Rs. _____ /- for the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for providing supply of _____. We _____ (name of the bank) (hereinafter referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the INST an amount of not exceeding _____ valid upto _____ against any loss or damage caused to or suffered or would be caused to or suffered to the INST by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2). We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the INST stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the INST reason of breach by the said contractor's of any of the terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the INST in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ /- .

3). We undertake to pay to INST any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

4). We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of One and half year from the date herein, so that it shall continue to be enforceable till all the dues of the INST under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till INST certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5). We (name of the bank) _____ further agree with the INST against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the INST or any indulgence by the INST to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6). This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s)

7). This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by INST, Mohali.

Dated: _____

For _____

Address: _____

(Indicating the name of the bank)

N.B.:- This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.

(Signature of Bidder with date & seal)

AGREEMENT

This AGREEMENT made on this _____ day of _____ between INSTITUTE OF NANO SCIENCE AND TECHNOLOGY, a Society registered under the Societies Registration Act and having its office at "Sector-81 (Knowledge City), SAS Nagar, Mohali (Punjab)- 140306 (hereinafter referred to as INST) 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 INST is desirous of giving a job contract for providing manpower at INST 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 INST. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act/provisions.

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

AND WHEREAS the contractor has agreed to furnish to INST a Security/Performance deposit of Rs. _____/- (Rupees _____ only) by way of a **Bank Guarantee** and is valid upto _____.

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

A. GENERAL CONDITIONS:

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

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

A. CONTRACTOR'S OBLIGATIONS:

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

10. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at INST 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 INST.
12. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability reimburse to INST the sum incurred by INST, 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 INST and ensure that no such person shall create any disruption/ hindrance/ problem of any nature in INST either explicitly or implicitly. The charges towards loss or damage made in such case by his deployed staff shall only be recovered from contractor only.
14. The BG deposited as performance security shall be liable to be invoked or appropriated in the event of unsatisfactory performance of the Contractor and/ or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor. While making payment of BG to contractor, INST shall be at full liberty to deduct any percentage of amount from the submitted BG towards any loss/damage made by contractor's deployed staff, failed to fulfill any of the conditions as specified in NIT and failed to fulfill the requirement as directed by INST as well from time to time which may be of any kind of nature related to the deployment of staff at INST.
15. The BG shall be released in favour of the Contractor within 02 months of the expiry of the satisfactory performance of the contract after adjusting any dues if any.
16. That the Contractor shall keep INST 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 INST is made a party and is supposed to contest the case, INST will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to INST on demand. Further, the Contractor shall ensure that no financial or any other liability comes on INST in this respect or of any nature whatsoever and shall keep INST indemnified in this respect.
17. The Contractor shall further keep INST indemnified against any loss to INST property and assets. INST 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.
18. The Contractor shall have the responsibility to attend the court cases relevant to the outsourced staff during the contract and after the completion of the contract period if any. In case of any fine/recovery imposed by the court, INST shall not be held responsible for the same. However, if the recovery is justified to INST Authorities, then the decision taken by the competent authority is final and binding.

A. INST'S OBLIGATIONS:

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

B. PENALTIES/ LIABILITIES:

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

C. COMMENCEMENT AND TERMINATION:

1. That this agreement shall come into force w.e.f. _____ and shall remain in force for a period of one year. This agreement may be extended on same terms and conditions as mutually agreed upon by two parties.
2. That this agreement may be terminated on any of the following contingencies:
 - a) On the expiry of the contract period as stated above.
 - b) By giving one month's notice by INST 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 INST.
 - c) On contractor being declared insolvent by the competent Court of Law.

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

E. ARBITRATION:

1. In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration of Director, INST 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 Director, INST shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement. The arbitrator so appointed shall be entitled to proceed with the reference from the stage which it was left by his predecessor or afresh as the case may be.
3. The Arbitrator may give interim award(s) and/or directions, as may be required.
4. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

5. Further, the terms & conditions of the NIT No_____ Dated _____ form the integral part of this agreement and all the terms and conditions mentioned therein will also bind on the Contractor.

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

For and on behalf of the Contractor

**For and on behalf of
Institute of Nano Science and Technology, Mohali**

Witness:

1). _____

1). _____

BID SECURITY DECLARATION

To
The Director,
INST Mohali

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of **3 years**, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Bank during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with tender terms and condition.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

For: Name of Company

Authorised Signatory

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Annexure - 7

DETAILS OF BIDDER

1. Name of the Firm : _____

2. Office Address: _____

3. Phone Number : _____

4. Mobile Number : _____

5. Fax Number : _____

6. Email ID : _____

7. PAN No./TAN No. : _____

8. Service Tax Regn. No. : _____

9. Labour License No. : _____

10. EPF Regn. No. : _____

11. ESI Regn. No. : _____

12. GST No.: _____

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.

Place : _____

Signature: _____

Date : _____

Seal

Work Experience

Sr. No.	Name of Work	Name of Office where these services provided at any Central Govt./State Govt./PSUs/Autonomous Institution	Number of employees engaging as outsourced manpower	Annual Value of Work Executed
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note: Copies of contracts are also submit alongwith satisfactory certificate issued by the concerned office without satisfactory certificate the work experience shall not be considered.

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO
BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING /
NON – DEBARMENT**

To
The Director,
INST Mohali

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorised Signatory

Date