



Biotech Park in Biotechnology City, Lucknow

Where Cutting Edge Science Prospers

(Promoted by Department of Biotechnology, Government of India and
Department of Science & Technology, Government of U.P.)



NS-FN ISO 9001-2008

Sector-G, Jankipuram, Kursi Road
Lucknow – 226021 (U.P.), India

No.: BP/4(1)/9/2017-18
10. July 2017

REQUEST FOR QUOTATION

To,

Date
Enquiry No.
Due date of Enquiry
Tender opening date
Tender Opening time

10.07.2017
BP/4(1)/09/2017-18
26.07.2017
26.07.2017
3.30 p.m.

Dear Sir,

Sealed quotations for the work as given below are invited from the financially sound and experienced registered security agency / firm holding license to operate security agency (Regulation Act 2005) and license as applicable under contract labour (R&A) Act 1970 and registration under shop and establishment act, who have carried out the similar work of equivalent amount and above for Govt., Semi-Govt., Public Sector undertaking and CSIR laboratories / Institutes. The quotations / tenders may please be submitted in the prescribed proforma duly filled up and signed alongwith the relevant documents to Biotech Park by 3.00 pm. or before on July 26.07.2017. The quotations / tender may please be dropped in the tender box kept in the room of F&AO, Biotech Park before due date and time. The quotations will be opened on 26.07.2017 at 3.30 p.m. Earnest Money @ 2% of the Quoted cost of the work besides Rs. 500.00 tender fee may also please be deposited alongwith the quotation / tender through DD drawing in favour of CEO, Biotech Park, Lucknow. The bidders are requested to go through the terms and conditions printed overleaf carefully before submission their bids. CEO .Biotech Park reserves the right to scrutinize the party based on such examination/enquiry as deemed necessary.

S. No	Name of work	Tender No.	Esti. cost (₹)	Earnest money deposit (₹)	Dura-tion	Last date & time of submission of tenders
1.	Security arrangement and to keep strict watch and ward of the Biotech Park campus located at Sector-G, Jankipuram, Kursi Road, Lucknow.	BP/4(1)/9/17-18	₹ 6.60 Lacs	@ 2% of the Quoted cost of the work	02 (Two) year	26.07.2017 at 3.00 p.m.

The other terms and conditions & proforma are enclosed.

Encl. As above

Yours faithfully



Administrative Officer

Biotech Park, Lucknow

Sector-G, Jankipuram Kursi Road
Lucknow-226021

GUIDELINES FOR FILLING THE QUOTATION

1. Contractor must submit quotation along with the copy of the terms & conditions duly signed and filled in all respects.
2. All form must be legible and complete in all respects. Use of correcting fluid (whitener) and overwriting (s) are not permitted. Corrections, if any, must be scored through and written afresh with the signature of the authorized person of the Firm.
3. Biotech Park reserves the right to scrutinized credentials of all tenderers and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination / enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract.
4. Firms/ their employer or owner must have a proven track record of at least **five years** as mentioned in the terms and conditions.
5. Failure to do any of the above will make the tenders liable for rejection.
6. Bidder should drop the sealed tender in the tender box which is available in the F&A.O room at Biotech Pak. Lucknow, Sector-G, Jankipuram Kursi Road, Lucknow. The envelope containing the tender should be superscripted with name of the work and due date & time of opening of tender.
7. Bidders are advised to read the guideline and the Terms & Conditions carefully and comply with same.

8. Time of contract will be 24 months and the date of commencement shall be reckoned from the 1st August 2017.
9. The bidders must have prior experience of the security / watch & ward of the Govt. building / premises for a minimum period of five years. **The tenderer should have successfully completed at least three similar works amounting to approximately of present tender cost or above in a single contract during the past 03 years. Attested copies of proof of (a) Registration (b) Experience Certificate (c) Satisfactory completion certificate of appropriate value of work (d) Contract Labour License issued by the competent authority, must be enclosed with the quotation/tender.**
10. CEO, Biotech Park reserves the right to reject any or all tenders without assigning any reasons.

BIOTECH PARK, LUCKNOW

A. GENERAL CONDITIONS

1. Tenderer should drop the sealed tender in the tender box available in the F & A.O room at Biotech Park, Sector-G, Jankipuram, Kursi Road, Lucknow. The envelope containing the tender should be superscripted with name of the work and due date & time of opening of tender.
2. Tender should be submitted in double sealed cover containing the following:
 1. Particulars of the Tenderer duly filled in the Form-I (attached to this tender)
 2. Experience Certificate as in Form-II
 3. Copy of partnership deed, in case of partnership firms.
 4. Full particulars, in case of Co-operative Society for satisfactory running of Co-operative for two years.
 5. Demand Draft for earnest money.
 6. Character Certificate issued by the District Magistrate or similar competent authority.
 7. Tender document duly signed on each page by authorized signatory.
 8. Tendered rate in enclosed Performa for schedule of Contract value in Annexure-I

3. Biotech Park reserves the right to scrutinize credentials of all tenders and to arrive at a conclusion to its satisfaction regarding the suitability of the party based on such examination / enquiry as deemed necessary. Issuing of tender form will not as such be accepted as proof of eligibility for the contract.
4. Prospective bidders will have to satisfy the authorities of the Biotech Park, Lucknow. (Hereinafter referred to as Biotech Park) of their capabilities to fulfill the terms of the contract. The bidders must have prior experience and a proven track record of **minimum five years** in security / watch & ward of Govt. properties.
5. Attested copies of performance / experience certificates given by organization that the contractor had undertaken similar works during **previous three years** and completed the work satisfactorily should be enclosed. The certificate should be signed by the Head of Office/ Administrative Officer of the institute / organization concerned. If the signatures are not legible his name may be indicated along with telephone/FAX number. The original certificate should be produced before award of the contract.
6. For partnership firms, a copy of the partnership deed may be furnished.
7. In case of Co-operative Society, a copy of each of article of association and the latest certificate from the Registrar, Co-operative Societies mentioning that the Co-operative Societies functioning satisfactory, for the last three years as per latest Audit Reports and other relevant record of the Society.
8. A Character Certificate which should not be of the date more than three months preceding the date of submission of certificate issued by District Magistrate of the District or similar competent authority to the effect that the Tenderer or in case of partnership, any of the partners and in case of Co-operative society, the Chairman or the Secretary of the Co-operative Society have no criminal record.

9. That the persons deployed by the Contractor for the service mentioned above shall be the employees of the Contractor for all intents and purpose and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall have relationship of employer and employee between the said persons and the Biotech Park shall have no liability implicitly and explicitly.
10. That in taking over the responsibility of the work assigned, the contractor shall formulate the mechanism and duly assignment of the work to its personnel in consultation with the CEO of the Biotech Park or his nominee. Subsequently the Contractor shall review the work assigned from time to time and advise the CEO of the Biotech Park for further stream lining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the CEO of the Biotech Park or the officer designated by the CEO in this respect from time to time.
11. That the CEO of the Biotech Park or any other person authorized by him shall be at liberty to carry out surprise check on the persons as deployed by the Contractor in order to ensure that persons deployed by him are doing their duties.
12. The last payment of the contract shall be paid only after receiving the satisfactory completion certificate.
13. That in case any of the persons so deployed by the Contractor does not come upto the mark or does not perform his duties properly or commits misconducts or indulges in any unlawful riot or disorderly conduct, the Contractor shall immediately withdraw and take suitable action against such persons on the report of the Biotech Park in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the CEO of the Biotech Park in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTORS OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure 'A' as deemed fit by him in consultation with the competent authority of Biotech Park.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit adult 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 person deployed by him in the premises of the Biotech Park for the purpose of proper identification of the employees of the Contractor deployed for the work. He shall give identity cards bearing their photograph, identification etc. and such employees shall display their identity cards during duty hours.
4. That the Contractor shall be liable for payment of minimum wages and all other dues which they are entitled to receive under the various 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 Biotech Park and **shall comply with the statutory provisions of Contract Labour (Regulation and 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, 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 /regulation issued from time to time and / or that may 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 Biotech Park indemnified from all acts of omission, fault, breaches and / or any claim, demand, loss, injury and expenses arising out from the non compliances of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules / regulations and / or any bye-laws or rules framed under or any of these, the Biotech Park shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Contractor's monthly payments.
7. 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 Biotech Park.
8. That the Contractor shall make the payment of wages etc. to the persons deployed by him on 7th day of following month positively.
9. That the Contractor shall submit the proof of having deposited the amount of **ESI and EPF** contributions towards the persons deployed at Biotech Park in their respective names before **submitting the bill for subsequent month**. In case Contractor fails to do so, the amount towards ESI & EPF contribution will be withheld till the submission of required documents.
10. That 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 Biotech Park.
11. 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 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 of filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay the CEO of Biotech Park a sum as may be claimed by Biotech Park.

12. That Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the Biotech Park and ensure that no such person shall create any disruption/ hindrance/problem of any nature in Biotech Park either explicitly or implicitly.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contract and / or loss / damage if any sustained by the Biotech Park 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.
14. On award of the contract, the contractor shall deposit in Biotech Park a sum equivalent to 10% of contract amount in the form of DD/ Banker's cheque drawn in favour of CEO, Biotech Park, Lucknow as security money which shall be valid for two year from the date of commencement of contract period. The security money so deposited will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and / or loss or damage if any sustained to the institute on account of failure or negligence on his part/ or the part of any of his workers. The security deposit shall be 10% of the contract offered value of work by the bidders.
15. The security money will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
16. The contractor will have to execute an agreement on Rs. 100/- non judicial stamp papers after the award of the work but before the commencement of work.

17. That the Contractor shall keep the Biotech Park indemnified all claim 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 Biotech Park is made party and is supposed to contest the case, the Biotech Park will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to Biotech Park on demand. Further, the Contractor shall ensure that no financial or any other liability comes on Biotech Park in this respect of any nature whatsoever and shall keep Biotech Park indemnified in this respect.
18. The Contractor shall further keep the Biotech Park indemnified against any loss to the Biotech Park property and assets. The Biotech Park 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. 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 awarded to another agency at contractor's risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or his services are not to the entire satisfaction of officer authorized by the CEO of the Biotech Park in this behalf, a penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.

D. COMMENCEMENT & TERMINATION

1. That this agreement shall come into force w.e.f. 1st August 2017 and shall remain in force for a period of two years. This agreement may be extended on such terms and conditions as are mutually agreed upon.

2. That this agreement may be terminated on any of the following contingencies.
 - (a) On the expiry of the contract period as stated above.

 - (b) By giving one month's notice by Biotech Park on account of:
 - (i) Committing breach by the Contractor of any of the terms and conditions of this agreement.

 - (ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Biotech Park.

 - (c) On Contractor being declared insolvent by the Competent Court of law during the Notice period for termination of the contract, in 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 by CEO.

2. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitration to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the CEO, Biotech Park shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

3. The Arbitrator may give interim award(s) and/or directions as may be required.
4. Subject to the aforesaid provisions, the Arbitration and conditions Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall deemed to apply to the arbitration proceedings under this clause.

Biotech Park, Lucknow

Sector-G, Jankipuram Kursi Road

Lucknow – 226021

CONTRACTOR MUST FILL THIS FORM BEFORE SUBMITTING THE QUOTATION

1. Name of the Contractor :

2. Name of the Firm :

3. Address with telephone number :

4. Residential Address :

5. Firm registration No. :

6. Give name and address of partner, if any,

NAME

ADDRESS

(a)

(b)

(c)

7. Partnership Deed : Please enclose with tender

8. Name of Bankers :

9. Power of Attorney : Enclose attested of Power of Attorney in case of firm

10. Name & address of the person(s) :
Holding power of attorney.

11. Specimen signature of the person :
Holding power of attorney

12. Particulars of Registration

- (a) Registered with :
- (b) Registration Number :
- (c) Financial limit upto which Registered :

13. PAN Number :

14. Income Tax clearance certificate for:

Signature of Contractor

FORM - II

Biotech Park, Lucknow

Sector-G, Jankipuram Kursi Road
Lucknow -226021.

DETAILS OF EXPERIENCE

Details of the works completed satisfactorily during the last three years and details of annual turnover for the preceding five years which must not be less than 50% of the estimated value for which tender is being given.

S. No	Name of Work	Location / site	Period of work	Value of Work/annual turnover	Name of the Deptt. & In charge of the work
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1.					
2.					
3.					

* Certificate of satisfactory completion of work signed by Head of Office / Administrative officer must be attached.

Signature of Contractor

Biotech Park, Lucknow

Sector-G, Jankipuram Kursi Road

Lucknow - 226021

WORK DETAILS

S. No.	Particular	Unit	Qty	Rate for per month	Amount (₹)
1.	24 hours gated security and security of the Biotech Park campus located in 8 Acres of land in Sector-G, Jankipuram, Kursi Road, Lucknow.				

Break-up of quoted rates

Signature of Contractor with Seal

Date:

Place:

Biotech Park, Lucknow

Sector-G, Jankipuram Kursi Road

Lucknow -226021

Declaration

I / we undertake to abide by the terms and conditions for the security / watch & ward of Biotech Park, Sector – G, Jankipuram, Kursi Road, Lucknow – 226021. I / we understand that this is a job contract and the persons to be deployed in Biotech Park for the security / watch & ward of Biotech Park campus etc. shall be the employees of the tenderer and shall have no claim implicit or explicit for absorption/appointment in Biotech Park.

I / we also undertake to execute the necessary agreement before commencement of the work, if awarded.

Signature of Contractor with Seal

Date:

Place:

