

TENDER DOCUMENT
FOR
SECURITY SERVICES

BUREAU OF INDIAN STANDARDS,
CENTRAL LABORATORY,
PLOT NO. 20/9, SITE IV,
SAHIBABAD INDUSTRIAL AREA,
SAHIBABAD-201010 (U.P.)
TEL: 0120-4177117/4177118
FAX: 0120-4177103

**BUREAU OF INDIAN STANDARDS
CENTRAL LABORATORY
PLOT NO. 20/9, SITE-IV,
SAHIBABAD INDUSTRIAL AREA
SAHIBABAD-201010 (U.P.)**

TEL: 0120-4177150/117/118
FAX: 0120-4177103

Our Ref: CL/Admn/Sec-13

Dated: 18.12.2012

TENDER NOTICE FOR SUPPLY OF SECURITY PERSONNEL ON CONTRACT BASIS

BUREAU OF INDIAN STANDARDS CENTRAL LABORATORY invites sealed tenders under two-bid system from reputed and experienced agencies for providing Security Services at the above address.

The interested agencies are required to submit the Technical and Financial bids separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "**Tender for Security Services**" and should reach BIS CL by 1500 hrs on or before **11.01.2013**. Pre-bid meeting will be held one week before opening the Technical bids with firm's representatives. The technical bids shall be opened on the same day at 16:00 hrs at BIS CL. After technical evaluation of bids, the financial bids shall be opened of only those bidders who qualify in technical evaluation for which check-list is given in Annexure-IV. The intimation of opening of financial bids shall be given over phone to technically qualified bidders. They are advised to write their current phone number in the technical bids.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from BIS website www.bis.org.in in tender section free of cost. **The bid security (EMD) of Rs. 50,000.00 (Rupees Fifty Thousand only) should be paid by acceptable mode of payment in favour of BUREAU OF INDIAN STANDARDS payable at Sahibabad/ Ghaziabad.**

The bid shall remain valid for 90 days from the date of opening of Technical bid. Any future clarification and /or corrigendum (s) shall be communicated through tender section on the BIS Website www.bis.org.in.

Note: This notice is a part of Tender Document.

Head (CL)

APPLICATION LETTER (Specimen)

The Head (CL)
Bureau of Indian Standards,
Central Laboratory,
20/9 , Site-IV, Industrial Area,
Sahibabad-201010
Distt. Ghaziabad (UP)

Subject: Tender for Security Services to BIS CL Sahibabad.

Dear Sir,

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Bureau of Indian Standards Central Laboratory, Sahibabad I /We, the undersigned hereby offer to undertake the contract of Security Services strictly in accordance with the terms & conditions as indicated by you in the said documents.

We also agree to submit the bills on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Government of state of Uttar Pradesh from time to time. I/we also agree for the compliance of applicable labour and other laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act as applicable vide Government of state of Uttar Pradesh's orders from time to time. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/we will always keep the BIS CL indemnified of any claim/damages that BIS CL have to pay with respect to the service and the deputation of any labourers to the BIS CL.

The BIS CL reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The BIS CL further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We/ further pay and have enclosed Earnest Money amounting to Rs. 50,000.00 (Rupees Fifty Thousand only) in the form of Demand Draft/Pay Order drawn in favour of BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY payable at Sahibabad/Ghaziabad along with the Technical Bid which will remain with BIS upto final award of contract. However, no interest shall be payable on Earnest Money. Earnest Money of successful bidder shall be adjusted against the security deposit.

Thanking You,

Yours faithfully,

Name of the partner with Seal of the Firm

Or

Name of person having power of Attorney to sign the contract.

(Copy of the power of attorney ot be submitted which will be compared with the original in case the tender is awarded)

TENDER DOCUMENT

**Sub: TENDER FOR SUPPLY OF SECURITY PERSONNEL ON CONTRACT BASIS AT
BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY
20/9, Site-IV, Industrial Area, Sahibabad-201010, Distt. Ghaziabad.**

ENVELOPE -1: TECHNICAL BID (In separate sealed Cover-I superscribed as Technical Bid)

Name of the work: Contract for providing of Security Services in BIS CL, Sahibabad.

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

1. The Tenderer/Bidder shall have at least 03 years experience in these fields and shall submit the **self attested copies** of the following documents along with the tender documents:
 - (a) License under the Private Security Agencies (Regulation) Act, 2005 and the Rules framed there under by the respective state govt. If not applicable, reasons thereof may be submitted along with documentary evidence as per the checklist provided at Annexure IV.
 - (b) PF Registration with PF Code Number.
 - (c) ESI Registration
 - (d) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. UP Govt.) and submitted within one month of award of contract for providing manpower in BIS CL (Annex-IV)
 - (e) Details of works of similar nature carried out in Central/State Govt. bodies/ Department/PSUs/Autonomous bodies/industries/factories/or other similar organization. In the last 3 years ending on 31st March 2012.
 - (f) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31st March 2012 duly certified by CA.
 - (g) List of Arbitration cases (if any)
 - (h) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
 - (i) Details of managerial, supervisory and other staff.
 - (j) Undertaking of the Firm confirming the availability of the adequate manpower of requisite qualification and experience for deployment at BIS CL, Sahibabad.
 - (k) Copy of Last 03 years income tax return.
 - (l) Other documents as mentioned in the check-list (annexure-IV).
 - (m) Undertaking as per Annexure-V.
2. Certificates provided for the works detailed in 1(d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, in order to confirm conformity to the defined similar works.
3. ***Approximate number of Security Personnel is given in Annex-I. The actual number may vary as per the requirement of the BIS CL. It is mandatory that the supervisor for first shift be an ex-service man.***
4. Tenderer/bidder shall submit details of organizations, where he has undertaken such similar services as per **Annex-II**.
5. General Terms & Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in **Annex-III** and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.**
6. Tenderer/bidder shall submit details as per **Annex-IV** along with Technical Bid.
7. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporation body legally constituted, as per law with valid registration on the last date of submission of the bid.
8. The bidder should have an office in the NCT of Delhi/or in Ghaziabad.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Firm). **The firm should give such an undertaking with their bid.**
10. The criteria of selection as well as rejection are given in Annexure VI.

11. The bidder shall pay Bid Security(EMD) of Rs. 50,000.00(Rupees fifty thousand only) along with the technical bid by acceptable mode of payment in favour of BUREAU OF INDIAN STANDARDS, CENTRAL LABORATORY drawn on any commercial bank and payable at Sahibabad/Ghaziabad. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
12. The EMD deposited by successful firm will be adjusted towards Security Deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15(fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by BIS CL.
13. The bid shall be valid and open for acceptance of the Competent Authority of BIS CL for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
14. An agreement shall be signed with the successful bidder as per specimen enclosed.
15. Counter Terms & Conditions will not be accepted. Also if any additions/deletions or change in our format will not be allowed.
16. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
17. Tenders received late (including postal delay) /in open conditions /without EMD /not meeting the tender conditions/incomplete in any respect are liable to be rejected.
18. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a taken of acceptance.
19. The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
20. No party shall be permitted to tender for work in the BIS CL in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the BIS or in the state or central government. Any violation of this condition which comes to the Notice of the BIS CL after the contract is awarded will entitle the BIS to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the BIS on account thereof.
21. The Earnest Money is liable for forfeiture in the event of : (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer., (d) any unilateral revision made by the bidder during the validity period of the offer.
22. The contractor should maintain shall maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the BIS CL at all times. Indicative list of such records is given for example: (a) Register for Workmen, (B) Employment card9to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.
23. The above records and the following returns filed by the contractor have to be produced to the Admn Department of BIS CL on demand and original/photocopies of these records should be handed over after completion of the contract.
 - (a) Return in form 5,10 & 12 A which is submitted monthly under the provision of the Employees Provident Funds & MP Act, 1952.
 - (b) Summary of contribution (form 5) under sec 44 Regulation 25 of the ESI Act, 1948, also the return filed under sec 44, Regulation 26 of the said act along with the monthly return.
 - (c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
 - (d) Annual Return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.
 - (e) Annual Return in form III Rule 21(4A) of the Minimum Wages Act, 1948.
 - (f) Any other applicable return.
24. The contractor should obtain a License from Central Labour Commissioner to engage the Contract labour/personnel at BIS, CL as per Contract Labour, Act within a period of one month from the date of award of contract by the BIS CL.

25. The contractor shall ensure that the payment of wages to his workmen deployed for caring out his contractual obligation shall not be less than the minimum wages prescribe by Government of state of Uttar Pradesh from time to time, as applicable during the contract period. As and when the wages are revised by the Government of state Uttar Pradesh, the revised wages shall be paid by this office.
26. The Contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of BIS CL at a place and times notify the purpose.
27. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum Wages Act.
28. The Contractor should ensure that his workmen granted holidays/leave with wages as per applicable Act/Rule.
29. The BIS CL reserved its rights to withhold bills, if the contractors fail to produce proof for having remitted the ESI/PF dues. **The payment of successive month s will be released on receipt of the evidence of deposition of ESI/PF in the worker's accounts for previous month.**
30. The contractor has to submit the attested photocopies of his voter ID, PAN, Residential Address, Educational qualification etc. He also gives the list of his son sand relative who is working in this office as subcontractors or the labourers. If there is no such thing, the contractor has to give an undertaking to this effect.
31. If any of the personnel of the contractor indulges in theft or any illegal, irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be an FIR should be lodged against the erring personnel. Such Personnel who indulges in such type of activities should not be further employed in this office by the contractor in any case.
32. Whenever there is a duplication of clause either in the term and condition or in the agreement, the clause which is beneficial to the BIS CL will be considered applicable at the time of any dispute/following any statutory rules.
33. Contract agreement should be executed within 21 day of the issue of the letter of acceptance. Non-fulfilment of this condition of executing a contract by the contractor would constitute sufficient ground for enablement of the award and forfeiture of EMD.
34. Late bids i.e. received after the specified date and time of receipt, shall not be considered
35. The resultant contract will be interpreted under Indian Laws.

Declaration by the tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained here in and undertake myself/ourself to avoid by them.

Encl: 1. DD/ Pay Order No.....

2. Terms and conditions **(each page must be signed and stamped with the seal)**

3. Financial Bid

(Signature of tenderer with seal)

Name:

Seal:

Add:

Date:

Phone No. (O):

NOTE: Submission of all the document mentioned above alongwith declaration is mandatory. Non-submission of any of the documents above will render the bid to be rejected.

SECURITY PERSONNEL SERVICES REQUIRED AT BIS CL, SAHIABABD

SL NO.	DESCRIPTION	NUMBER OF PERSONNEL
1	<i>Security Supervisor (Semi-Skilled, Minimum High School Passed) one for each shift.</i> The Security Supervisor for the first shift (06:00 A.M. to 02:00 P.M.) shall be an ex-serviceman.	03
2	Security Guards (Unskilled) 3 Guards in each shift. One male & one Lady Guard for General Shift i.e. 09:00 A.M. to 05:30 P.M.	11
Total		14

Note: Guard means 'male' guard. unless otherwise specified as Lady Guard.

ANNEX-II

Details of other organizations where security contract undertaken during last three years (enclose supporting documents)

Proforma containing details of other organizations where security contracts were undertaken.

Si. No.	Name & Address of the Organizations contact No.	No. of Security Personnel supplied	Period of contract	Whether Govt./Semi-Govt./ Autonomous bodies/PSUs/Industries/ NGOs etc. (Pl. Specify)	Total Amount of contract	Reason for termination (If currently not valid)
1.						
2.						
3.						

This information to be given In “Envelope No. 1 Technical Bid for Annual Contract for providing of Security Services.

TERMS AND CONDITIONS OF CONTRACT FOR SECURITY SERVICES
(Annexure to Agreement)

A. **SCOPE OF WORK:** SUPPLY OF Security Personnel ON CONTRACT BASIS at BIS Central Laboratory, Plot No. 20/9, Site IV, Sahibabad Industrial Area, Sahibabad, Distt. Ghaziabad by deploying required number of Security personnel.

B. **TERMS & CONDITIONS**

1. The contract shall be for a period of one year commencing from the date of signing of the contract and would be extendable for a maximum period of two years. However, the extension shall not be for a period of more than one year at a time. Further such extension shall be subject to mutual consent of both parties and for the same terms & conditions and also based on satisfactory performance of the firm under the contract.
2. The Contracting Firm shall render the following Security Services at the premises of BIS-CL.
 - (a) To provide security for employees, BIS CL properties like material/equipment, installation and buildings, other structure etc in BIS CL Sahibabad.
 - (b) To arrange /assist the regular staff of BIS CL in opening & closing of the buildings and rooms before & after office hours as necessitated/directed by the BIS CL on working and closed days;
 - (c) To ensure that doors/windows, electric bulbs, fans, ACs , water taps etc are not left open after the working hours on working days as well as on off days, as the case may be; Also to ensure that ll outdoor lights are switched lights on in the evening and switch off on sunrise;
 - (d) Arrangement regarding maintenance and record of inward and outward movement of men and material and having proper check on the same as per the instructions given by the BIS CL from time to time.
 - (e) Checking of all incoming/outgoing vehicles thoroughly to check and track movement of unauthorized items inside and outside BIS;
 - (f) Ensure the entrance of only authorized persons (BIS employees and other personnel engaged for providing services). Visitors may enter only through visitor slip as per approved procedure with proper entry at the gate and to meet concerned officials only. It should also be ensured that this duty is discharged sincerely with firm but decent behaviour.
 - (g) The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
 - (h) Keeping the BIS CL informed of all the matters of security and housekeeping;
 - (i) To keep the management informed of all security matters, intelligence or labour union meetings, etc.
3. The Security supervisor and security guards shall be given duties as under:
There is need for the overlap of time of duties of security personnel to ensure that no post is without any guard during the period of change of shift of the security personnel.

Name of Shift	Shift Timing	Duty Point		Boundary Wall (On the move)
		Booth at Main Gate	Admn Block	
Morning Shift	0600 hrs-1430 hrs	Supervisor+1 Guard		2 Guards
Afternoon Shift	1400 hrs-2230 hrs	Supervisor+1 Guard		2 Guards
Night Shift	2200 hrs-0630 hrs	Supervisor+1 Guard		2 Guards
General Shift	0900 hrs-1730 hrs	1 Lady Guard on Monday to Friday 1 Guard on Saturday & Sunday	1 Guard	

- (a) **Duty timings for First, Second and Third shifts shall be from 0600 hrs to 1400 hrs, 1400 hrs to 2200 hrs and 2200 hrs to 0600 hrs respectively with additional half hour of overlapping time for change-over of duty to the next shift.**
- (b) **The Supervisors & guards of any shift shall leave their respective duty posts only after the Supervisor & guards of next shift takes charge .**

- (c) However, the above arrangements of the security personnel is without prejudice to the right of BIS CL to deploy the security personnel in any other manner as deemed necessary.
4. The security personnel deployed shall be healthy and active. Nobody shall have any communicable diseases.
 5. The security personnel deployed shall be smartly dressed in Agency's proper uniform and always with Identity Card. The Firm shall provide fully trained and disciplined personnel.
 6. The Supervisor as well as security guards shall preferably be Ex-serviceman or properly trained in Security related work including fire fighting. They should be trained to operate various fire controlled equipments installed at Central Laboratory.
 7. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to security personnel engaged by him and abide by the provisions of various labour legislation including weekly off and working hours. The contractor shall pay the wages to the security personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the BIS CL for whatever reason. **Wages payable shall not be less than the minimum wages payment as declared by the Government of state of Uttar Pradesh from time to time; The Contractor shall also quote his rate of service charges in addition to the wages to be paid to his workers. Contractor shall submit workers EPF number and proof of submission of EPF ,ESI etc as applicable every month for the last month with respect to all employees deployed by him at BIS CL, and inc ase of any difference in the amount for which documentary evidence ahs not been provided, BIS has the right to deduct the amount accordingly from the bills. While depositing the applicable ESI and EPF amount in the account of respective worker, it shall be the sole responsibility of the contractor to comply with all the prescribed provisions of Labour Rules/Laws and Act. Further , the security Firm shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactment/amendments/modifications.** The BIS CL reserves it rights to withhold payment for successive months will be released on receipt of the envelope of deposition of ESI/PF in the worker's account for previous month.
 - (a) The payment of wages Act 1936
 - (b) The Employees Provident Fund Act-1952
 - (c) The factory Act 1948
 - (d) The Contractor Labour (Regulation) Act, 1970
 - (e) The Payment of Bonus Act, 1965
 - (f) The payment of Gratuity Act, 1972
 - (g) The Employees State Insurance Act, 1948
 - (h) The employment of Children Act, 1938
 - (i) Motor Vehicle Act, 1988
 - (j) The minimum Wages Act, 1948
 8. Replacement of personnel as required by the BIS CL will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after consultation/approval of with the BIS CL. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the BIS CL along with testimonials before they are actually deployed for the job. **However with respect to substituted personnel, payment of their ESI & EPF will be considered by the BIS CL subject to documentary evidence provided by the contractor in this substitute worker, and the contractor shall have to submit the complete details including EPF and ESI account of such worker.**

9. Security personnel shall take instruction from authorized person from time to time and for any other details of work that may be decided and indicated by the BIS CL at the time of finalization of contract or later on:
10. (a) Equipments, such as, tell-tale clocks, torch lights, stationary, lamps lighting arrangements will be provided by the BIS CL; and
(b) Security contractor's registered office shall be within NCR Region.
11. In case of any loss that might caused to the BIS CL due to lapse on the part of the Security personnel discharging security responsibilities, the such loss shall be compensated by the contracting Firm and in this connection, the BIS CL shall have the right to deduct appropriate amount form the bill etc, to make good of such loss to the BIS CL besides imposition of penalty. In case of any deficiencies/lapes on the part of the security personnel deployed by the contractor the BIS CL shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
12. In case of death or mishap occurred during discharging the duty; the compensation liability will solely rest with the contractor.
13. In case any thefts or pilferages, loss or other offences, the contractor will investigate and submit a report to the BIS CL and maintain liaison with the Police. FIR will be lodged by the BIS CL. Wherever necessary, If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed/pinpointed.
14. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001 in case of same rates.
15. a) that the contractor under that security staff appointed by them is fully loyal to and assist the BIS CL during normal period as well as during strike and other emergencies for the protection of and security bath moveable and immoveable to the entire satisfaction of the BIS CL.
(b) Contractor's authorized representative own shall personally contact Head of the BIS central Laboratory of the administration at BISCIL. Once a month to get a feedback on the service rendered by the contractor viz-a-viz contractive action required to make the services more efficient of any other related issue.
16. In the event of security personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence.
17. (a) the successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through demand draft/pay order/FDR in favour of BIS which would remain with BIS during the contract period and no interest shall be payable on the security amount.
(b) Any special security services such as investigation of cases, special intelligence, screening and verification requisition by the BIS CL in accordance with its prevailing rates, will be undertaken by the contractor.
18. The contractor shall arrange to maintain at the security both, the daily shift-wise attendance record of the security guards deployed by him showing their arrival and departure time. The attendance record shall be produced for verification on demand by the BIS CL at any other point of time.
19. If at any point of time it come to he notice of the BIS CL that the security guards deployed are different from **the list provided (with attested photographs)**, and for which no permission has been take, BIS CL will be well within its right to impost penalty not exceeding 10% of monthly wages for each guard against the number of guards identified on duty.

20. **The security Supervisor deployed by the contractor shall have atleast High School passed qualification.** In case of non-compliance/non-performance of the services according to the terms of the contract, the BIS CL shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
21. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by with reliable evidence provided to the BIS CL. In the event, BIS CL make any payment or incurs any liability, the contractor shall indemnify the BIS CL completely;
22. In case of any dispute arising out of this agreement then Head (CL) BIS CL shall nominate any officer of the BIS CL a Sole Arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration act shall be applicable.
23. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement **Ghaziabad court** will have the jurisdiction to settle and decide all the disputes.
24. *If at any point of time security personnel are found lacking on performing duty (e.g. sleeping during duty hours, not present on duty place, non-compliance of the instructions of BIS CL verbally or in written etc), penalty should be imposed on the contractor by BIS CL for the laxity of guards deployed by the contractor as per the Payment of Wages Act, 1936. Quantum of penalty on the contractor for laxity of the guards may be determined by the BIS CL, as deemed fit.*
25. In addition to penalty clauses as mentioned at earlier clauses, the BIS CL is at the liberty to levy liquidated damages.
26. Income Tax TDS as per rules shall be deducted from the bills of the contractor Firm as per applicable laws.
27. As and when the BIS CL required additional security personnel on temporary or emergency basis, the contractor will depute such security personnel in accordance with pro-rata rates. For the same a notice of two days will be given by the BIS CL.
28. **For forfeiture of EMD (Bid Security):** - EMD may be forfeited in the following cases (a) Bidder's withdrawing or altering its bid during the bid validity period, (b) withdrawal of offer during the validity period of the offer, (c) Non-acceptance of orders when placed, or (d) Non-confirmation of acceptance of orders within the stipulated time after placement of offer. (e) Any unilateral revision made by the bidder during the validity period of the offer.
29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

Note: - These terms and conditions are part of the contract/Agreement as indicated in the Agreement between BIS CL and the Firm and any non-compliance shall be deemed as breach of the contract/Agreement.

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand twelve between Central Laboratory, Bureau of Indian Standards, Sahibabad, as one part, hereinafter called BIS CL and M/s _____ Firm for providing Security Services on the other part.

WHEREAS the BIS CL is desirous to engage the Firm for providing Security Services for Central Laboratory at Sahibabad on the terms and conditions stated below:

1. The Firm shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in BIS CL. The BIS CL shall have no liability in this regard.
2. The Firm shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at BIS CL. The BIS CL shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any notice period.
4. The contract can be terminated by giving two month's notice on either side.
5. In case of non-compliance with the contract, the BIS CL reserves its right to:
 - a) Cancel/revoke the contract, and/or
 - b) Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual Contract Value (refundable without interest after two months of termination of contract) in the form of Demand Draft in favour of "Bureau of Indian Standards, Central Laboratory payable at Sahibabad from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Firm shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in BIS CL by 7th of every month in the presence of official of BIS CL, deputed for this purpose. Further, the Firm while submitting their bill for payment shall also be responsible to submit documentary evidence of having submitted ESI and EPF amount(both employers and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's ESI account card/Certificate.
8. The Security personnel provided by the Firm will not claim to become the employees of BIS CL and there will be no Employee and Employer relationship between the personnel engaged by the Firm for deployment in BIS CL.
9. There would be no increase in rates payable to the Firm during the contract period except reimbursement of the statutory wages revised by the Govt. Of UP from time to time, as applicable during the contract period. As and when the wages are revised by Govt. of UP, the revised wages shall be paid by this office.
10. The Firm also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of BIS CL in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. The Firm shall be responsible for providing uniform and identity cards to their workers.
13. In case of any dispute between the Firm and BIS CL, BIS CL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Ghaziabad.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Sahibabad in the presence of the witness:

Central Laboratory, Bureau of Indian Standards

Witness:

- 1.
- 2.

AGENCY

Witness:

- 1.
- 2.

CHECK-LIST (TECHNIAL BID)
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

Sl. No.	Description of requirement	Yes/No	Page No.
1.	Registration of the establishment of the firm with the appropriate government for running the business.	Yes/No	
2A	Copies of Balance sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
2B	Proof of financial turnover with a minimum of Rs.15 lakh per annum during last three years duly attested by CA.	Yes/No	
3	Registration certificate of provident fund commissioner enclosed.	Yes/No	
4.	Copy of Registration certificate/allotment letter of service tax under	Yes/No	
5.	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6	Register certificate of ESI enclosed	Yes/No	
7	Proforma (Annexure-II) containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8	DD of Rs.50,000/- as EMD	Yes/No	
9	Price bid Proforma completed & sealed in separate envelope	Yes/No	
10	Undertaking as per Annexure-V	Yes/No	
11	Copy of last 03 years income tax return	Yes/No	
12	At least one currently valid contracts for similar work	Yes/No	
13	License under the Private security Agencies (regulation) act, 2005 and the Rules framed there under by the respective state govt.	Yes/No/Applied for*/Not Applicable*	

*In case the license is applied for, the document tray evidence thereof may be submitted along with the reasons for not getting the licence. In case the requirement is not applicable in respective state, documentary evidence in this regard to be submitted.

Declaration by the Tenderer:

- This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.
- It is further declared that license from labour commissioner shall be obtained and submitted within one month of award of contract for providing the manpower to BIS, CL.

Encls:

1. DD/Pay Order No. _____
2. Terms & conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name

Seal:

Office Address:

Phone No. (O)

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the information above may render the bid to be rejected.

UNDERTAKING

It is hereby undertaken that:

1. There is no arbitration cases' pending against our firm.
Or
Following arbitration cases are pending (give details).
Please strike off whichever is not applicable.
2. It is confirmed that the availability of adequate manpower of requisite qualification and experience shall be deployed at BIS CL. We further undertake that we shall submit, within 10 days of award of contract, the attested photocopies of qualifications/experience, wherever applicable, of all the required personnel whom we shall deploy at BIS, CL. Failing which the EMD and Security Deposit may be forfeited by BIS, CL.
3. We accept all the terms and conditions of the agreement. We have signed each page of terms and conditions as token of acceptance and submitted as part of tender document.
4. We undertake that there is no police case pending against the proprietor of the firm/firm/parties relating to previous service contracts.
5. We also undertake that the personnel to be deployed at BIS, CL shall be deployed after due police screening/verification.
6. We also undertake the sufficient "Leave Reserve" shall be maintained.
7. We undertake that we are having an office address in NCT of Delhi/adjoining are of Ghaziabad.
8. It is also undertaken that the supervisor(s) and security guards to be deputed in BIS CL shall be trained in security related work including fire fighting.

Signature of the authorized signatory of the firm

With seal of the firm

Date: -----

Sub: ANNUAL CONTRACT FOR PROVIDING OF SECURITY SERVICES.

ENVELOPE-2: PRICE BID

CONTENTS

1. Envelope No. 2 shall contain only Price Bid of Tender Document, i.e. the copy, of schedule of rates duly filled in and signed by the tenderer/bidder. Any commercial or technical condition or qualification of any sort shall not be indicated by the tenderer/bidder in this envelope, otherwise the tender shall be summarily rejected.
2. The format for providing Schedule of Rates to be filled by the tenderer/bidder is enclosed. This envelope shall be Super scribed “Envelope-2 Price bid-“ANNUAL CONTRACT FOR PROVIDING OF SECURITY SERVICES”

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelop 2”)

Name of the work: Contract for Providing of Security Services in BIS CL, Sahibabad.

Sl No.	Description	Required No. of personnel	Rate/Wages per month per person in Rs. *	EPF* (Rs)	ESI* (Rs)	Service Tax*(Rs)	Contractor's Profit (Rs)	Total per person (Rs)
1.	Supervisor	03(Semi-skilled)						
2.	Security Guard	11(Un-skilled)						

***Quoted rates should not be less than the latest rates of minimum wages as prescribed by Government of state of Uttar Pradesh's orders and as applicable in Ghaziabad distt. Bidders are advised to take into account all other factors of payments (like weekly off, national holidays, bonus, over time etc.) while quoting their rates.**

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions herein and undertakes myself/ourselves to abide by them.

Encls:

1. No other charges would be payable by BIS CL.
2. There would be no increase in rates during the contract period except provision under the terms & conditions.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No.(O):

Date: