

**TENDER DOCUMENT**  
**FOR**  
**HIRING OF HOUSEKEEPING SERVICES**  
**AT BIS, NRO LAB, MOHALI**

**BUREAU OF INDIAN STANDARDS,**  
**NORTHERN REGIONAL OFFICE (NRO),**  
**S.C.O. 335-336, SECTOR 34 – A,**  
**CHANDIGARH – 160 022**

**TEL NO. 0172-2604552/2662576/2609285**

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**website : <http://www.bis.org.in>.**

**e-mail : [nro@bis.org.in](mailto:nro@bis.org.in)**

**NOTICE INVITING TENDERS**

NAME OF WORK	PROVIDING HOUSE KEEPING SERVICES TO BUREAU OF INDIAN STANDARDS, NORTHERN REGIONAL OFFICE (LABORATORY) at the following locations: i) B-69, Phase VII, Industrial Focal Point, S.A.S. Nagar, Mohali.
TIME LIMIT	ONE YEAR
EARNEST MONEY	Rs.15,000/-
LAST DATE OF RECEIPT OF TENDER	8 Nov.2013 (upto 1100 hrs.)
DATE OF OPENING OF TENDER	8 Nov. 2013 at 1500 hrs.
PLACE OF OPENING THE TENDERS	BUREAU OF INDIAN STANDARDS, NORTHERN REGIONAL OFFICE (NRO), S.CO. 335-336, SECTOR 34-A, CHANDIGARH

## **SHORT TENDER NOTICE**

Bureau of Indian Standards, Northern Regional Office (NRO), Chandigarh, S.C.O. 335-336, Sector 34-A, Chandigarh – 160 022 hereinafter called the Client, invites sealed bids from eligible registered, reputed and financially sound Companies, Firms and Cooperative Societies for "Hiring of House-keeping Services", for a period of one year from 1 December, 2013 to 30 November, 2014 which can be extended further on the same terms and conditions with the mutual consent of both the parties. Service Provider agencies having at least three years experience in the field and valid licence from Labour and / or the concerned departments of the State/Union Territory and also having ESI/ EPF, Service Tax and PAN/GIR Nos. from the concerned departments of the Government for providing manpower as mentioned above shall be eligible. The house-keeping services are required to be provided at the following location :

- 1) Northern Regional Office (Laboratory), at B-69, Phase VII, Industrial Focal Point, S.A.S. Nagar, Mohali.

The interested parties should send their offers in the specified proforma enclosed or by downloading it from the website [www.bis.org.in](http://www.bis.org.in), alongwith Earnest Money of Rs.15,000/- in the shape of Pay Order or Demand Draft in favour of the Bureau of Indian Standards payable at Chandigarh so as to reach latest by 08 Nov. 2013 by 1100 hrs., duly superscribed on envelopes **Tender for providing Housekeeping services – NRO Lab, Mohali**. The Bids will be opened on the same day **at 3.00 PM** in the office of the Bureau in the presence of bidders who may like to be present.

Bureau of Indian Standards, Chandigarh, has the right to accept or reject any/ all tender (s) without assigning any reason.

**Scientist–E & Incharge (Administration)  
Bureau of Indian Standards,  
Northern Regional Office (NRO),  
S.C.O. 335-336, Sec – 34-A,  
Chandigarh – 160 022.**

## **TENDER DOCUMENT**

### **1. SCOPE OF HOUSEKEEPING WORK AT NRO LABORATORY**

- a) The NRO Laboratory premises at B-69, Phase-VII, Industrial Focal Point, Mohali (Punjab) comprises of the following areas:-
- (i) Total **Built up Area** of approximately 27000 sq.ft. Comprising of 3 floors in front block (Ground Floor, 1<sup>st</sup> Floor & 2<sup>nd</sup> Floor) and 1 floor in the rear block, pump house, canteen block, corridors, roof top and having 9 (Nine) toilets.
  - (ii) Total **Open area** of approximately 89000 sq.ft. Comprising of roads, cycle/scooter shed, Generator room, lawns, security room at the gate, space for future expansion and other open areas.
- b) The purpose of housekeeping work is that the whole Laboratory premises of BIS must look neat and clean at every time and the contractor has to undertake all such jobs/activities required to maintain the Laboratory premises neat and clean whether such activities are elaborated hereunder or not. The work of Sweeping, cleaning and mopping all the area of BIS premises including rooms, toilets, corridors, staircase, booming all open area around the Laboratory premises, roof top and any other structure like reception counter, etc. and the area around them forms the part of housekeeping work.
- c) The contractor has to deploy adequate manpower and **supervise** their activities to ensure that the house keeping is of very good standard, performed timely to the entire satisfaction of the client.
- d) Materials and equipments required for providing the housekeeping services shall be provided by BIS in consultation with the contractor from time to time.**
- e) The frequency of cleaning and details of work are given below:-

**Daily Basis (To be done primarily before 9 AM from Monday-Friday & as per need during the day – Minimum one person to be available throughout the day).**

#### **Housekeeping Services on Build up area :**

- (i) Brooming, Sweeping of floors, mopping twice a day and **washing as and when instructed by BIS**, of floors including corridors and staircase **[first before 9 AM and the second as per need]**.
- (ii) Dusting and cleaning of office furniture, office equipments including tables, chairs, side tables, racks and doors, files and file racks, paper trays and other installations **before 9 AM.**

- (iii) Sweeping and mopping and cleaning of toilets, bathrooms, urinals, cleaning of wash-basins and mirrors – Thorough cleaning of toilets with suitable cleaning agents – **twice a day and as per need.**
- (iv) Replenishment of soap, urinal cubes, naphthalene balls/air purifiers **[As and when required]**.
- (v) Emptying of dustbins of all rooms/sections.
- (vi) Removal of sweeping and discarded/ unwanted, waste materials to the designated places.

**Housekeeping Service on open area :**

- (i) Brooming and removal of garbage there from.
- (ii) Sprinkling in open areas including roads, Porsche etc.
- (iii) Cleaning of drains as per need
- (iv) Removal the foliage of tree leaves from lawns, parks and other open areas

**Fortnightly Basis – On Saturdays**

- i) Dusting and cleaning of doors, wall ceilings and window panes.
- ii) Carpet cleaning with vacuum cleaner.

**Monthly Basis – On Saturdays**

- i) Cleaning of Roof top.
- ii) Dusting of room coolers, air conditioners.
- iii) Dusting of ceilings fans, tube lights, fixtures, furniture and steel almirahs.
- iv) Cleaning of Drainages as per need.

**The areas mentioned above are just indicative and the contractor before quoting should visit the site and satisfy himself of the housekeeping work to be undertaken by him. The essence of this contract is of lump-sum nature and hence no claim on account of any variation shall be entertained.**

**2. Eligibility criteria:-**

The eligibility criteria will be as under :-

- a) The bidder should have a minimum experience of three years of providing similar services in Central / State Government Departments/Organizations.

- b) The financial turnover of the bidder should be atleast Rs.20.0 lacs during financial year 2012-2013.
- c) The bidder should not have been blacklisted by any Central / State Government Department / Public Sector Undertaking / Board / Corporation etc.

### 3. Instructions to the bidders

- (i) Earnest Money Deposit (EMD) of Rs.15,000/-, refundable (without interest), should be necessarily **accompanied with the Technical Bid of the service provider** in the form of Pay Order/Demand Draft of any Scheduled Bank drawn in favour of Bureau of Indian Standards, Chandigarh. Bids from the Registered Cooperative Societies will also be accepted alongwith EMD as per State Government instructions. Tenders not accompanied by EMD of the requisite amount will be summarily rejected.
- (ii) The bids shall be prepared in two parts, namely, Technical bid and the Financial bid. **Technical Bid** shall be prepared in the prescribed format given at **Annexure 1**, alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount. The Technical Bid should then be kept in a separate sealed envelope, superscribed as **"Technical Bid for Housekeeping – NRO Lab, Mohali"** with the Name and address of the Bidder.
- (iii) Financial Bid shall be prepared in the prescribed format given at **Annexure 2**. Then the financial bid should be kept in a separate sealed envelope, superscribed as **"Financial Bid for Housekeeping – NRO Lab, Mohali"** with the Name and address of the Bidder. Both the envelopes shall be enclosed in another envelope superscribed as **Tender for providing Housekeeping services – NRO Lab, Mohali** with the name and address of the Bidder.
- (iv) The successful Bidder will be required to deposit performance security of 10% (valid for a period of 18 months) within a period of 15 days from the date of issue of letter of offer by the Bureau. If the selected bidder, after award of contract, fails to perform the assigned work, his security with the Bureau, will be forfeited. The Performance Security Deposit of the service provider will be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and violation of any terms and conditions of the contract as stipulated in the Bid

document. Refund of Performance Security Deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract. No interest will be paid to the service provider on the Performance Security Deposit.

- (v) The conditional bids will not be considered and will out rightly be rejected.
- (vi) Since the services are to be provided at Mohali, therefore, the service provider should quote the total amount per month including service/administrative charges fixed for contract period. The service provided shall be responsible for providing minimum wages fixed from time to time by O/o The Labour Commissioner, Punjab under the Minimum Wages Act, taking everything into account including uniforms , TDS and other statutory liabilities and benefits available to the employees under labour welfare laws as applicable in Punjab. However, Service Tax shall be paid by the Bureau of Indian Standards, Chandigarh, as applicable from time to time, which will be deposited by the service provider in the concerned offices.
- (vii) Each page of the tender form and its enclosures should be given the page No. and signed by the tenderer as a token of acceptance of terms and conditions of the tender, in the absence of which the tender will be treated as invalid.
- (viii) The bidders are required to enclose photocopies of the following documents duly self attested, alongwith Bid failing which the Bid will be summarily/out rightly rejected:-
  - (a) Certificate of satisfactory performance from departments/organizations where similar services have been provided by the bidder during last three years.
  - (b) Certificate of Chartered Accountant about turnover of the bidder during 2012-13.
  - (c) Copy of Registration Certificate with appropriate Registration Authority.
  - (d) Copy of Certificate of Registration under the Contract Labour (Regulation and Abolition) Act.
  - (e) Copy of PAN/GIR Card.
  - (f) Copy of EPF Certificate.
  - (g) Copy of ESI Certificate.
  - (i) Copy of Service Tax Registration Certificate.
  - (j) Details of pending litigation, if any.

- (ix) All entries in the Tender Form should be legible and filed clearly, neatly and accurately. Any alteration, erasing or over-writing would make the tender invalid unless the same are neatly carried out and attested.
- (x) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- (xi) The envelope containing the Bid will be opened on the scheduled date **at 3.00 PM** in the office of Bureau SCO NO. 335-336, Sector 34-A, Chandigarh in the presence of the representatives of the bidders, who wish to be present on the spot at that time. Necessary clarifications, if any, required by the Bureau will be furnished by the Tenderer within the time given by the Bureau for the same.
- (xii) In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working day at the same time and venue.
- (xiii) The Bureau of Indian Standards reserves the right to accept or reject any/all bids without assigning any reason.
- (xiv) The selected bidder will have to execute an agreement on stamp paper of appropriate value.

#### **4. Terms and conditions**

- (i) The contract is likely to commence from 01 December 2013 or such date as may be decided by the Bureau and would continue till the expiry of one year from such date. The period of the contract may be extended after the completion of aforesaid period on the same terms and conditions with the mutual consent of both the parties.
- (ii) The Service provider will not employ any person below the age of 18 years.
- (iii) The service provider will obtain an affidavit from the persons so provided to the Bureau that he/she will have no right to get regularize his/her services in the Bureau or any other claim before providing the service of the workers to the Bureau.
- (iv) All the staff deputed in the Bureau should always be in neat and clean uniform provided by the service provider. In case an employee of the service provider is not found in proper uniform, the Bureau reserves the right not to allow such person within the premises. The service provider will supply the complete



uniforms to the staff in consultation with the Bureau within 7 days from the date of entering into contract.

- (v) All the persons engaged by the service provider should be healthy, physically fit and free from communicable diseases.
- (vi) The antecedents of the personnel deployed by the service provider will be above board.
- (vii) The staff deployed will be issued identity cards by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the service provider will be responsible. Bureau of Indian Standards, Chandigarh, will be at liberty to deduct the amount of such loss from the service provider after holding an enquiry. The decision of the Bureau to this effect will be final and binding.
- (viii) The staff so deployed will not be changed by the service provider without the approval of the Bureau. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the Bureau.
- (ix) The Service provider will depute a coordinator, who would be responsible for interaction with the Bureau so that optimal services of the persons deployed by the service provider could be availed without any disruption.
- (x) The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Bureau will, in no way, be responsible for settlement of such issues whatsoever. The Bureau of Indian Standards, will not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
- (xi) The persons provided to the Bureau by the service provider will always remain employees of the service provider for all intents and purposes, and the service provider alone will be liable for any dispute which may have any sought of legal repercussions in a court of law.
- (xii) The service provider will communicate the name, parentage, residential address, date of birth, etc. along with a photograph of the persons deputed, to the Bureau.
- (xiii) In case work or conduct of the deployed manpower is found unsatisfactory he/she will be sent back without assigning any reason. The service provider will

be liable to provide his/her replacement on demand within 24 hours.

- (xiv) The service provider will be responsible for the attendance of his staff in the Bureau. In case any staff of the service provider remains absent or granted leave by the service provider he will send/arrange his/her substitute; otherwise a penalty @ Rs.50/- per person per day will be imposed on him, in addition to marking of absence of the person. The penalty so imposed will be deducted from the bill of the service provider for the absence period.
- (xv) In case of inability of the service provider to depute manpower in the Bureau, the same will be got done from the market at the cost of service provider and the expenditure so incurred will be deducted from the bill of the service provider.
- (xvi) In case of emergency, the service provider will be required to depute extra hands without any extra charges.
- (xvii) The Bureau of Indian Standards, Chandigarh or his nominee will be at liberty to check, any time, deployment of staff by the service provider.
- (xviii) The service provider will be responsible for obtaining a licence/renewing the licence, as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act and the Bureau will not be responsible for any damages/losses on this account.
- (xix) The service provider should have been registered with PF authorities and have his own PF code No. under the PP Act and MP Act, 1962.
- (xx) The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, Employees State Insurance, Maternity Benefit and other labour laws in respect of the persons deployed by it in the Bureau. The service provider will be liable to pay the staff at least the minimum wages as per wages fixed under the Minimum Wages Act by O/o The Labour Commissioner, Punjab by 7<sup>th</sup> day of every month. .
- (xxi) The service provider will be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Bureau to the concerned authorities from time to time as per extant rules and regulations in the matter, except the service tax which shall be paid by the Bureau of Indian Standards.
- (xxii) In case the service provider fails to comply with any statutory duty/liability

under appropriate law, and as a result thereof, the Bureau is put to any loss/obligation, monetary or otherwise, the Bureau will be entitled to get itself reimbursed out of the outstanding bills and the Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. If any amount is still required to be recovered, the same will be recovered through process of Law.

- (xxiii) The service provider will maintain all statutory registers under the applicable Laws. The service provider will produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- (xxiv) The service provider will raise invoice/bill per month and submit the same to the Bureau of Indian Standards by 5<sup>th</sup> of the following month which shall be processed for payment within 15-20 days.
- (xxv) The Tax Deduction at Source (TDS) will be deducted as per the provisions of Services Tax Laws/Income Tax Laws, as applicable from time to time and a certificate to this effect will be provided to the service provider by the Bureau.
- (xxvi) No payment will be made in advance by the Client nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.
- (xxvii) The service provider's responsibilities under this contract will commence from the date of issue of the letter of offer accepting the tender.
- (xxviii) The service provider would be required to commence the work within 15 days after receipt of letter of offer.
- (xxix) The successful tenderer will be required to sign the agreement within 15 days from the date of letter of offer.
- (xxx) The service provider will not be allowed to transfer, assign, pledge or sub contract his rights and liabilities under this contract to any other agency/person without the prior written consent of the Client.
- (xxxi) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.
- (xxxii) The Bureau of Indian Standards reserves the right to terminate the contract at any time after giving one month's notice to the service provider.
- (xxxiii) The contract can be terminated at any time by the Bureau due to deficiency in service by the service provider.

(xxxiv) In case any dispute arises during the currency of the agreement, the same will be subject to the arbitration by an arbitrator appointed by the Bureau of Indian Standards, Chandigarh whose decision will be final and binding on both the parties.

## ANNEXURE-1

### **Tender for Housekeeping Services in Bureau of Indian Standards, Northern Regional Office (Laboratory), Mohali.**

#### TECHNICAL BID

(To be submitted in a separate sealed envelop subscribing)

Technical Bid for Housekeeping Services for NRO Lab, Mohali

1. Name of Tendering Company/Firm/Coop Society \_\_\_\_\_  
\_\_\_\_\_  
  
(Attach attested copy of certificate of registration)
2. Full address of Reg. Office  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No. \_\_\_\_\_ Mobile \_\_\_\_\_  
FAX No. \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
3. Full Address of Operating/Branch Office:  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No. : \_\_\_\_\_ FAX No. \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. Name and details of the person to be contacted:-  
Name-  
Designation-  
Tel No. –  
E-mail-  
Fax No-
5. Details of Earnest Money Deposit : Rs. \_\_\_\_\_  
Pay Order/D.D. No. & Date: \_\_\_\_\_  
Drawn on Bank: \_\_\_\_\_
6. PAN/GIR No. \_\_\_\_\_  
(Attach attested copy)
7. Date of issue of certificate of registration under the Contract Labour (Regulation and Abolition) \_\_\_\_\_  
(Attach attested copy)
8. Service Tax Registration No. \_\_\_\_\_  
(Attach attested copy)

9. EPF Registration No. \_\_\_\_\_  
(Attach attested copy)
10. ESI Registration No. \_\_\_\_\_  
(Attach attested copy)
11. Turnover of the bidder during 2012-13 Rs. \_\_\_\_\_ lakhs.  
(Attach attested copy of certificate of CA)
12. Certificates of satisfactory work of similar nature from departments/organizations, during last three years are attached.
13. Details of pending litigation, if any.
14. I/We certify that I/We have read the terms and conditions as given in the tender document. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance etc to his employees. I/We further undertake that I/We will observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State /UT Contract Labour/ (R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or Rules framed thereunder from time to time by the Central or State Government(s) and or any authority constituted by or under any law, for the category of persons deployed by me/us.

It is further certified that I/We have read over the tender documents and have understood the contents. I/We undertake to abide by the terms and conditions as laid down in the tender document in case the contract is awarded to me/us.

It is further certified that the bidder or any of its partners has not been black listed/prosecuted by any Central/State/UT Department/Statutory Body or by any Court of Law.

Place: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

Note: All copies of documents should be self-attested and will be subject to verification by BIS.

**ANNEXURE-2**

**Tender for Housekeeping Services in Bureau of Indian Standards,  
Northern Regional Office (Laboratory), Mohali.**

FINANCIAL BID

(To be submitted in a separate sealed envelop subscribing)  
Financial Bid for Housekeeping Services for NRO Lab, Mohali

Name and address of Bidder : \_\_\_\_\_

After having read and understood the terms and conditions of the tender, I/We,  
hereby, submit our financial bid as under :-

QUOTATION FOR	Total Amount per month (Rs.)	Tax (s) applicable, if any	Total Amount per month (Rs.)
HOUSEKEEPING SERVICES AT NROL, MOHALI			

Place : \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Date : \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

Address

**SERVICE AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2013, between Bureau of Indian Standards, Northern Regional Office (Laboratory), Mohali (hereinafter referred to as "Client" which expression unless exclude or repugnant to the context, be deemed to his successors and assignees), and whose principal place of office is at Bureau of Indian Standards, Northern Regional Office, S.C.O. 335-336, Sector 34-A, Chandigarh – 160 022 of the one part and \_\_\_\_\_, a company registered under the Companies Act, 1956/a partnership firm constituted between...../a Society registered under the ..... Act, having its place of business or registered office at Chandigarh (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business of providing of Housekeeping Services;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Bureau under this Agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the Client, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

**1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES**

The Service Provider hereby represents warrants and confirms that the Service Provider:-

- (a) has full capacity, power and authority to enter into this Agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary



approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;

- (b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this Agreement and to the satisfaction of the Bureau;
- (c) shall, on the execution of this Agreement and providing services to the Bureau, not violate, breach and contravene any conditions of any Agreement entered with any third parties;
- (d) has complied with and has complied with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.

## **2. OBLIGATIONS OF THE SERVICE PROVIDER**

- (a) The Service Provider shall operate and provide services to the Bureau as per its requirements elaborated in the **Scope of Work**.
- (b) The regularity of the performance of the service will be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Bureau from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide /give the required quality of services shall be final and acceptable by binding upon the Service Provider.
- (d) If the Bureau notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid reoccurrence of such incidents and reports to the Bureau.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Bureau or itself can take action in accordance with law.

### **3. TERMS OF PAYMENT**

- (a) All payments made by the Bureau of Indian Standards shall be after deduction of tax at source after deduction of statutory taxes wherever applicable as per the provisions of the Income Tax Act, 1961.
- (b) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this Agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe compliance of all relevant labour laws.

### **4. SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the Bureau to verify and process the same.

### **5. DISCIPLINE**

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Bureau's option, would be subject to verification at any time. The Bureau may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Bureau of Indian Standards shall always have the right and liberty to do surprise inspection at its sites.
- (c) The services rendered by the Service Provider under this Agreement will be under close supervision, co-ordination and guidance of the Bureau. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Bureau from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/ or claim whatsoever against the Bureau. Bureau shall under no circumstances be deemed or treated as the employer in respect of any person(s)

engaged/ employed by the Service Provider for any purpose, whatsoever nor would Bureau be liable for any claim(s) whatsoever, of any such person(s).

## **6. NATURE OF AGREEMENT**

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This Agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the Bureau of Indian Standards and the Service Provider. The Service Provider shall not any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Bureau of Indian Standards, except to the extent and purpose permitted herein.
- (b) This Agreement is for providing the aforementioned services and is not an Agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Bureau. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. till he works in the Bureau.
- (c) Bureau of Indian Standards shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/ agents directly and/ or indirectly, in any manner whatsoever.

## **7. STATUTORY COMPLIANCES**

- (a) Service Provider shall obtain all registration(s)/ permission(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Bureau indemnified against all losses, damages, claims actions taken against Bureau by any authority/ office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of

all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, it applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

## **8. ACCOUNTS AND RECORDS**

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Bureau.

## **9. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Bureau as a result of the acts of Bureau or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Bureau or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that Bureau against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Bureau which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Bureau shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Bureau against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of Bureau or omission of its employees or personnel during the hours of providing the services at

the Bureau's premises or before and after that.

- (d) That, if at any time, during the operation of this Agreement or thereafter the Bureau is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the Bureau all such amounts and costs also and in all such cases/events the decision of the Bureau shall be final and binding upon the Service Provider. The Bureau shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

## **10. LIABILITIES AND REMEDIES**

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Bureau shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Bureau the difference of payments made to such other sources, besides damages at double the rate of payment.

## **11. LOSSES SUFFERED BY SERVICE PROVIDER**

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/ or its personnel in rendering or non-rendering the services under this Agreement.

## **12. TERM**

This Agreement shall be effective for a period of one year with effect from.....up to.....and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Bureau.

### **13. TERMINATION**

- (a) Either party can terminate this Agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Bureau shall give only a 24 hours notice of termination of this Agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this Agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of this Agreement, Bureau may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to Bureau for losses or damages on account of such breach.
- (c) The Bureau shall have the right to immediately terminate this Agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

### **14. TERMS AND CONDITIONS OF TENDER DOCUMENT**

The terms and conditions mentioned in the tender document, not specifically mentioned in this Agreement, shall also be deemed to be part of this Agreement.

### **15. ASSIGNMENT OF AGREEMENT**

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this Agreement, in part or whole, to any third party without the prior written consent of the Bureau shall be a ground for termination of this Agreement forthwith.

## **16. COMPOSITION AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to the Bureau all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of
- (b) the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (c) The Service Provider shall always inform the Bureau in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Bureau.

## **17. SERVICE OF NOTICES**

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

<b>Bureau</b>	<b>Service Provider</b>
Bureau of Indian Standards, Northern Regional Office (Laboratory), B-69, Phase VII, Industrial Focal Point, S.A.S. Nagar, Mohali.	

## **18. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of the Bureau and it undertakes that it shall not, without Bureau's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

## **19. ENTIRE AGREEMENT**

This Agreement represents the entire Agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this Agreement, if required shall only be made in writing.

## **20. AMENDMENT/MODIFICATION**

The parties can amend this Agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

## **21. SEVERABILITY**

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provisions of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

## **22. CAPTIONS**

The various captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

## **23. WAIVER**

At any time any indulgence or concession granted by the Bureau shall not alter or invalidate this arrangement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Bureau to enforce at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of the Bureau to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

## **24. FORCE MAJEURE**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

## **25. DISPUTE RESOLUTION**

This Agreement shall be deemed to have been made/executed at Chandigarh for all



purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Bureau of Indian Standards, Chandigarh. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be BIS, Chandigarh office.

## **26. GOVERNING LAW/JURISDICTION**

The applicable law governing this Agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

## **27. TWO COUNTERPARTS**

This Agreement is made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE BUREAU AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES

### **SIGNED, SEALED AND DELIVERED**

#### **WITNESSES**

- |    |  |   |
|----|--|---|
| 1. | Signature:<br>Name:<br>Date:<br>Designation: | Signature:<br>Name:<br>Date:<br>Designation                       |
| 2. | Signature:<br>Name:<br>Date:<br>Designation: | For and on behalf of Bureau of<br>Indian Standards, NROL, Mohali. |

### **SIGNED SEALED AND DELIVERED**

#### **WITNESSES**

- |    |  |  |
|----|--|--|
| 1. | Signature:<br>Name:<br>Date:<br>Address: | Signature:<br>Name:<br>Date:<br>Address. |
|----|--|--|

2. Signature:  
Name:  
Date:  
Address:

For and on behalf of the Service  
Provider