

# भारतीय मानक ब्यूरो BUREAU OF INDIAN STANDARDS

(Eastern Regional Office) 1/14 C.I.T.Scheme VIIM, V.I.P. Road Kankurgachi, Kolkata – 700 054 Tel: 2320 8499, e-mail: ero@bis.org.in

Web: www.bis.org.in; Telefax.-033-2320 7459

#### **TENDER NOTICE**

Sealed Tenders are under TWO BID system, i.e. Technical Bid and Financial (Price) Bid for the following three services separately.

- 1. Supply of Contract Workers
- 2. House Keeping
- 3. Security Services

Both Technical and Price Bids should be submitted in the prescribed format in separate envelopes duly sealed and both these envelopes should be put in a third envelope which should also be sealed and submitted to the Deputy Director, A & F at the above address latest by 24 November 2008, 1500 h. Clear indication may be given on the Envelopes about Technical Bid and Price Bid. The third envelope (Outer) should also mention the name of the service for which bid is made.

The Technical Bids shall be opened in the presence of such interested parties or their duly authorized representatives as may like to be present at 1630 h on the same day at the above address. The date and time of opening of Price Bid, in case of agencies found eligible, shall be intimated in due course.

The Tender Document containing details of terms and condition and format for applying for technical and Price bids can be downloaded from the website of BIS <a href="www.bis.org.in">www.bis.org.in</a> or can be obtained on payment of Rs 300/- from the office of **DD**, **A&F** at the above address on any working day between 1000 h to 1700 h

## TENDER DOCUMENT

## **BUREAU OF INDIAN STANDARDS**

QUOTATION FOR ENGAGEMENT OF AGENCY FOR SUPPLY OF CONTRACT WORKERS FOR BUREAU OF INDIAN STANDARDS (EASTERN REGIONAL OFFICE), ITS LABORATORY & SALES OFFICE.

## (A) TECHNICAL BID

(In separate cover superscribed as- Technical Bid for Contract workers)

1.	Name & Address of the Ter Organization/Agency with number, e-mail and name & /mobile number of contract	phone & telephone			
2.	Experience in the work of p contract workers. Particular experience (Attach certifica testimonials)	s of			
No. a Te	Name of Organization with complete address nd telephone numbers ermination o whom services provided	From	to	Contracted Amount ( Rs. P. M.)	Reasons for
3.	Set-up of your Organization indicating details of manage	erial,			
		erial, also ter roll staff s service:			

Legislations, such as ESI,EPF, Gratuity Act etc.	
5. Please give EPF Number ESI Code Gratuity Act Regn. No.	
6. Are you governed by minimum wages rules of the Govt of West Bengal. If yes, please give details.	
7. Please attach Copy of last return of Income tax	
8. PAN No. (Please attach Copy)	
9. Vat No. (Please attach Copy)	
10. Trade licence No. (Please attach Copy)	
11. Service Tax Registration No.(Please attach copy)	
12. Acceptance of terms & Conditions attached.( Yes/No) Please sign each page of terms & Conditions as token of aceptance and submit as part of tender document.	
13. Details of the DD / Pay order of Rs. 2500.00 towards bid Security. DD/PO. No: Date: Drawn on:	

Encls: 1. DD/pay order No. ----2. Terms & Conditions ( each page must be signed and sealed ).

3. Financial Bid.

	Signature :
Date:	Name:
	Seal ·

## (B) <u>FINANCIAL BID</u> (In separate cover superscribed- Financial Bid for Contract workers)

1. Consolidated monthly rate for <b>one worker</b> . (excluding se (Present requirement appx. 3/4 workers).	rvice tax) :	
2. Service Tax.(As per Govt. Rate, if applicable)		
Note: i) No other charges would be payable. ii) There would be no increase in rates during the Con	stract period.	
	TOTAL	= Rs
Date :	Signature : Name Seal	

#### ( To be made on Rs. 50/- Non Judicial Stamp Paper)

#### DRAFT AGREEMENT

THIS AGREEMENT is made on day of Two thousand eight between BUREAU OF
INDIAN STANDARDS, Eastern Regional Office at 1/14 C.I.T. Scheme-VIIM, VIP Road,
Kankurgachi, Kolkata-700 054, as one part, hereinafter called 'BIS' and M/s
, having its registered office at
hereinafter called the 'Agency' for supply of Contract workers on the other part.

WHEREAS the BIS is desirous to engage the Agency for supply of contract workers for Bureau of Indian Standards (Eastern Regional Office) Main Building at 1/14, CIT Scheme VIIM, VIP Road, Kankurgachi Kolkata- 54 and Laboratory Building at P-230, CIT Scheme VII-M, Kankurgachi, Kolkata-700 054 & Sales office at 5 Chowringhee Approach Kol-72 on the terms and conditions stated below:-

- The Agency shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as wages, allowances, compensations, PF, Bonus, gratuity, ESI, etc relating to workers provided to BIS. The Bureau shall have no liability in this regard.
- 2. The Agency shall be solely responsible for any accident/medical/Health related liability/compensation. The Bureau shall have no liability in this regard.
- 3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 4. The Contract can be terminated by giving one month notice on either side.
- 5. In case of non-compliance with the contract, the Bureau reserves its right to :
  - a) Cancel/revoke the Contract; and/or
  - b) Impose penalty upto 10% of the total value of contract.
- 6. Security deposit of one month of billing amount (Refundable after termination of contract) in the form of pay order/Demand draft shall be payable at the time of signing of the Agreement.
- 7. The Agency shall be fully responsible for monthly payment of wages to the personnel deployed in BIS.
- 8. The workers provided by the Contractor will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
- 9. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
- 10. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

THIS AGREEMENT will take effect from day of Two thousand eight and shall be valid for one year which may be extended by three years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the 'BIS'.
IN WITNESS WHERE OF both the parties have set and subscribed their respective hands with their Seal in Kolkata in the presence of the witness:-
BUREAU OF INDIAN STANDARDS
Witness: 1.
2.
Agency
Witness: 1.
2.

In case of any dispute between the Agency and BIS , BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.

#### JOB SCHEDULE & TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

Engagement of an Agency for Supply of Contract workers for Bureau of Indian standards (ERO) Main Building at 1/14, CIT Scheme VII-M, VIP Road, Kolkata-54, Laboratory Building at P-230, CIT Scheme VII M, Kakurgachi, Kolkata-54, and Sales office at 5 Chowringhee Approach Kolkata-700 072.

- 1. The Contract workers shall be engaged for different miscellaneous jobs as helper/attendant. The timing shall be 0900 hrs. to 1730 hrs from Monday to Friday.
- 2. Arrival and Departure time of Contract workers shall be recorded in Agency's Attendance Register and the same shall be submitted along with monthly bill.
- 3. The contract workers shall work under instructions of BIS Admn. Deptt.
- 4. Contract workers provided shall be medically fit and between 18 years and 40 years of age.
- 5. The Agency will provide required number of Contract workers as required for by BIS. Any individual contract worker shall be withdrawn/replaced promptly, if so instructed by BIS.
- 6. The Agency shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as wages, allowances, compensations, PF, Bonus, gratuity, ESI, etc relating to workers provided to BIS. The Bureau shall have no liability in this regard.
- 7. The Agency shall be solely responsible for any accident / medical / Health related liability / compensation. The Bureau shall have no liability in this regard.
- 8. Bureau reserves the right to accept/reject any or all quotations without assigning any reasons.
- 9. The Agency shall follow the instructions given by BIS from time to time.
- 10. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 11. The Contract can be terminated by giving one month notice on either side.
- 12. The tenderer shall have at least 3 years experience of providing contract workers.
- 13. Security deposit of Rs 5000/- (Refundable after termination of contract), in the form of pay order/Demand draft shall be payable at the time of signing of the Agreement.
- 14. The Agency shall ensure that contract workers provided bear good moral character and do not indulge in theft or pilferage. In the event of any theft or pilferage by the contract worker coming to the notice of the Bureau, such worker will be handed over to the police and Agency informed.

- 15. The Agency shall be fully responsible for monthly payment of wages to the personnel deployed in BIS.
- 16. The workers provided by the Contractor will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
- 17. The Contractor shall ensure that a substitute is provided if a person is absent.
- 18. The Contract workers will be subjected to a thorough physical checking while leaving the office.
- 19. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 20. In case of any dispute between the Agency and BIS, BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.
- 21. An agreement shall be signed with the successful bidder as per specimen enclosed.

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

#### TENDER DOCUMENT

## **BUREAU OF INDIAN STANDARDS**

QUOTATION FOR ENGAGEMENT OF AGENCY FOR HOUSE KEEPING OF BUREAU OF INDIAN STANDARDS (EASTERN REGIONAL OFFICE) AND ITS LABORATORY AND ITS SALES OFFICE

## (A) TECHNICAL BID

(In separate cover superscribed as-Technical Bid for House Keeping)

2.	Name & Address of the Tenderer Organization/Agency with phone number, e-mail and name & telephone /mobile number of contract person.  Experience in the work of House keeping. Particulars of experience (Attach certificates, testimonials)			
No.	Name of Organization From with complete address and telephone numbers bermination to whom services provided	to	Contracted Amount ( Rs. P. M.)	Reasons for
	. <b>-</b>			
3.	Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:  a) Is the establishment registered with the Government; Please give details with document/evidence.			

Gratuity Act etc.	
6. Please give EPF Number	
ESI Code	
Gratuity Act Regn. No.	
6. Are you governed by minimum wages	
rules of the Govt of West Bengal. If	
yes, please give details.	
7. Please attach Copy of last return of	
Income tax	
11. PAN No. (Please attach Copy)	
12. Vat No. (Please attach Copy)	
13. Trade licence No. (Please attach	
Copy)	
11. Service Tax Registration No.(Please	
attach copy)	
12. Acceptance of terms & Conditions	
attached.( Yes/No) Please sign each	
page of terms & Conditions as token of	
aceptance and submit as part of tender	
document.	
13. Details of the DD / Pay order of Rs.	
2500.00 towards bid Security.	
DD/PO. No:	
Date:	
Drawn on:	

Encls: 1. DD/pay order No. -----2. Terms & Conditions ( each page must be signed and sealed ).3. Financial Bid.

	Signature :
Date :	Name:
	Seal:

#### **QUOTATION FOR HOUSEKEEPING**

#### **B. FINANCIAL BID**

(In separate cover superscribed-Financial Bid for Housekeeping)

1. Consolidated rate per month (excluding service tax) with following minimum manpower deployed :

(please indicate the Minimum wage of West Bengal Govt on which above quotation is based, Also enclose a copy of the order)

- i) 9 Sweeping Persons (Part time)
- ii) 2 sweeping persons (Full time)
- iii) 2 Sweeping/Cleaning Supervisor per month (Part Time)
- Note 1. Soaps/detergent/cleaning agents/phenyl etc. will be supplied by BIS
  - 2. Sweeping/mopping/dusting aids like broom, mop, dusting cloth etc and uniform /personal protection gear like gloves etc shall be provided by the Agency.
- **2. Service Tax** (As per Govt. Rate, if applicable)

TOTAL =

Note: i) No other charges would be payable.

ii) There would be no increase in rates during the Contract period.

	Signature :	
Date:	Name:	
	Seal:	

#### ( To be made on Rs. 50/- Non Judicial Stamp Paper)

#### **DRAFT AGREEMENT**

THIS AGREEMENT is made on day of Two thousand eight between BUREAU OF
INDIAN STANDARDS, Eastern Regional Office at 1/14 C.I.T. Scheme-VIIM, VIP Road,
Kankurgachi, Kolkata-700 054, as one part, hereinafter called 'BIS' and M/s
, having its registered office at
hereinafter called the 'Agency' for Housekeeping on the other part.

WHEREAS the BIS is desirous to engage the Agency for housekeeping for Bureau of Indian Standards (Eastern Regional Office) Main Building at 1/14, CIT Scheme VIIM, VIP Road, Kankurgachi Kolkata- 54 and Laboratory Building at P-230, CIT Scheme VII-M, Kankurgachi, Kolkata-700 054 & Sales office at 5 Chowringhee Approach Kol-72 on the terms and conditions stated below:-

- 12. The Agency shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as wages, allowances, compensations, PF, Bonus, gratuity, ESI, etc relating to personnel deployed in BIS. The Bureau shall have no liability in this regard.
- 13. The Agency shall be solely responsible for any accident/medical/Health related liability/compensation. The Bureau shall have no liability in this regard.
- 14. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 15. The Contract can be terminated by giving one month notice on either side.
- 16. In case of non-compliance with the contract, the Bureau reserves its right to :
  - a) Cancel/revoke the Contract; and/or
  - b) Impose penalty upto 10% of the total value of contract.
- 17. Security deposit of one month of billing amount (Refundable after termination of contract) in the form of pay order/Demand draft shall be payable at the time of signing of the Agreement.
- 18. The Agency shall be fully responsible for monthly payment of wages to the personnel deployed in BIS.
- 19. The workers provided by the Contractor will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
- 20. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
- 21. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

eight and s the service	S AGREEMENT will take effect from day of Two thousand shall be valid for one year which may be extended by three years, one year at a time, if its are found to be satisfactory on the same terms and conditions and at the discretion of of the 'BIS'.
	WITNESS WHERE OF both the parties have set and subscribed their respective hands Seal in Kolkata in the presence of the witness:-
	BUREAU OF INDIAN STANDARDS
Witness:	1.
	2.
	Agency
Witness:	1.
	2.

In case of any dispute between the Agency and BIS , BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.

22.

#### **ANNEX**

#### JOB SCHEDULE & TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

Engagement of an Agency for Housekeeping at Bureau of Indian standards (ERO) Main Building at 1/14, CIT Scheme VII-M, VIP Road, Kolkata-54, Laboratory Building at P-230, CIT Scheme VII M, Kakurgachi, Kolkata-54, and Sales office at 5 Chowringhee Approach Kolkata-700 072.

Total Covered Area in Main Building: 2330 square metre Total Covered Area in Lab Building: 2798 square metre Total Covered Area in Sales office: 128 square metre

- 22. All parts of the buildings and surroundings within the boundary walls shall be cleaned by sweeping and mopping/washing etc. The work shall also include daily dusting of office furniture and equipment and carrying of garbage the nearest Corporation vat.
- 23. The work shall be completed by 0900 h i.e. start time of the office, every working day from Monday to Friday. If necessary, the house keeping persons may be called for housekeeping jobs on closed days. However, one sweeper shall always be available during working hours in main building and Lab building.
- 24. In case cleaning work including sweeping, mopping and dusting is not completed by 0900 hrs on any day, a penalty of upto 25% of the total daily charges may be imposed..
- 25. Toilet and common areas like corridors, reception, entry, stair-cases, lift-cabin etc shall be cleaned at least twice a day or more as per requirement. Scrubbing/soap cleaning of all floors shall be done at least once in a month or more if required. The canteen floors shall be soap cleaned once a week.
- 26. The housekeeping work shall be supervised by a Supervisor engaged by the Agency and he shall report to and work under instructions of the Administration department.
- 27. Arrival and Departure time of the housekeeping personnel shall be recorded in Agency's Attendance Register to be maintained by the Supervisor and the same shall be submitted along with monthly bill.
- **28.** A senior representative of the agency shall visit BIS once in a week and meet the officer incharge of Administration for feedback regarding the work performed by his personnel and removal of deficiencies, if any.
- 29. If so advised by BIS, the specific housekeeping person shall be promptly replaced by the Agency.
- 30. The housekeeping personnel deployed shall be medically fit and between 18 years and 40 years of age.
- 31. The Agency will provide required number of housekeeping personnel subject to a minimum of those mentioned in the Agreement.

- 32. The agency shall provide at its own cost reasonably good uniform and personal protection gear and good quality of cleaning aids necessary.
- 33. The Agency shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as wages, allowances, compensations, PF, Bonus, gratuity, ESI, etc relating to workers provided to BIS. The Bureau shall have no liability in this regard.
- 34. The Agency shall be solely responsible for any accident / medical / Health related liability / compensation. The Bureau shall have no liability in this regard.
- 35. Bureau reserves the right to accept/reject any or all quotations without assigning any reasons.
- 36. The Agency shall follow the instructions given by BIS from time to time.
- 37. Income-tax applicable shall be deducted from the bill every month.
- 38. The agency shall be solely liable for all payments/dues including wages to the persons deputed in BIS. In the event Bureau makes any payment or incurs any liability the agency shall indemnify Bureau completely.
- 39. The tenderer shall have at least 3 years experience of providing housekeeping services.
- 40. Intending tenderers should possess personnel at least having experience of three years in the field.
- 41. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 42. The Contract can be terminated by giving one month notice on either side.
- 43. The Agency shall ensure that housekeeping personnel deputed bear good moral character and do not indulge in theft or pilferage. In the event of any theft or pilferage by housekeeping personnel coming to the notice of the Bureau, such person will be handed over to the police and Agency informed.
- 44. The housekeeping persons provided by the Contractor will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
- 45. The Agency shall ensure that a substitute is provided if a person is absent.
- 46. The housekeeping personnel will be subjected to a thorough physical checking while leaving the office.
- 47. A security deposit of Rs 5000/- (Refundable after termination of contract), in the form of pay order/Demand draft shall be payable at the time of signing of the Agreement.
- 48. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

- 49. In case of any dispute between the Agency and BIS, BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.
- 50. An agreement shall be signed with the successful bidder as per specimen enclosed.

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

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#### TENDER DOCUMENT

#### **BUREAU OF INDIAN STANDARDS**

QUOTATION FOR PROVIDING SECURITY SERVICES TO BUREAU OF INDIAN STANDARDS (EASTERN REGIONAL OFFICE) AND ITS OTHER OFFICES AT KOLKATA

#### (A) TECHNICAL BID

(In separate cover superscribed as-Technical Bid for Security Services)

No. To	Name of Organization with complete address and telephone numbers ermination to whom services provided	From	to	Contracted Amount ( Rs. P. M.)	Reasons for
2.	Experience in the work Security Services. Par experience (Attach testimonials)	ticulars of			
1.	Name & Address of the Ter Organization/Agency w number, e-mail and name /mobile number of contract	ith phone & telephone			

- 3. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:
  - a) Is the establishment registered with the Government; Please give details with document/evidence.
  - b) Do you have labour licence. Please provide details & attach a copy.

4. Are you covered by the labour	
Legislations, such as ESI, EPF,	
Gratuity Act etc.	
7. Please give EPF Number:	
ESI Code:	
Gratuity Act Regn. No.:	
6. Are you governed by minimum wages	
rules of the Govt of West Bengal. If	
yes, please give details.	
7. Please attach Copy of last return of	
Income tax	
14. PAN No. (Please attach Copy)	
15. Vat No. (Please attach Copy)	
16. Trade licence No. (Please attach	
Copy)	
11. Service Tax Registration No.(Please	
attach copy)	
12. Acceptance of terms & Conditions	
attached.( Yes/No) Please sign each	
page of terms & Conditions as token of	
aceptance and submit as part of tender	
document.	
13. Details of the DD / Pay order of Rs.	
2500.00 towards bid Security.	
DD/PO. No:	
Date:	
Drawn on:	

Encls: 1. DD/pay order No. -----

2. Terms & Conditions ( each page must be signed and sealed ).

3. Financial Bid.

	Signature :	
Date:		Name:
		Seal .

#### **QUOTATION FOR SECURITY SERVICES**

#### C. FINANCIAL BID

(]	In se	parate co	ver supe	rscribed-	<b>Financial</b>	Bid for	Security	Services )

	1.	Consolidated rate	per month	(excluding	service tax	) for one	Security	Guard
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(please indicate the Minimum wage of West Bengal Govt on which above quotation is based, Also enclose a copy of the order)

#### 2. Consolidated rate per month (excluding service tax) for one Security Supervisor:

(please indicate the Minimum wage of West Bengal Govt on which above quotation is based, Also enclose a copy of the order)

## 3. Service Tax (As per Govt. Rate, if applicable)

Note: i) No other charges would be payable.

ii) There would be no increase in rates during the Contract period.

	Signature :
Date:	Name:
	Seal •

( To be made on Rs. 50/- Non Judicial Stamp Paper)

#### **DRAFT AGREEMENT**

THIS AGREEMENT is made on day of Two thousand eight between BUREAU OF
INDIAN STANDARDS, Eastern Regional Office at 1/14 C.I.T. Scheme-VIIM, VIP Road
Kankurgachi, Kolkata-700 054, as one part, hereinafter called 'BIS' and M/s
, having its registered office at
hereinafter called the 'Agency' for providing Security Services on the other part.

WHEREAS the BIS is desirous to engage the Agency for providing Security Services for Bureau of Indian Standards (Eastern Regional Office) Main Building at 1/14, CIT Scheme VIIM, VIP Road, Kankurgachi Kolkata- 54 and Laboratory Building at P-230, CIT Scheme VII-M, Kankurgachi, Kolkata-700 054 & Sales office at 5 Chowringhee Approach Kol-72 on the terms and conditions stated below:-

- 23. The Agency shall be solely responsible for compliance to provisions of various labour and industrial laws and all statutory obligations such as wages, allowances, compensations, PF, Bonus, gratuity, ESI, etc relating to security personnel deployed in BIS. The Bureau shall have no liability in this regard.
- 24. The Agency shall be solely responsible for any accident/medical/Health related liability/compensation. The Bureau shall have no liability in this regard.
- 25. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 26. The Contract can be terminated by giving one month notice on either side.
- 27. In case of non-compliance with the contract, the Bureau reserves its right to :
  - a) Cancel/revoke the Contract; and/or
  - b) Impose penalty upto 10% of the total annual value of contract.
- 28. Security deposit of one month of billing amount (Refundable after termination of contract) in the form of pay order/Demand draft shall be payable at the time of signing of the Agreement.
- 29. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in BIS.
- 30. The security personnel provided by the Agency will not claim to become the Employees of the BIS and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BIS.
- 31. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
- 32. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

	In case of any dispute between the Agency and BIS, BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.
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	IN WITNESS WHERE OF both the parties have set and subscribed their respective hands neir Seal in Kolkata in the presence of the witness:-
	BUREAU OF INDIAN STANDARDS
Witnes	ss: 1.
	2.
	Agency
Witnes	ss: 1.
	2.

#### **ANNEX**

#### JOB SCHEDULE & TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

Engagement of an Agency for Security Services for Bureau of Indian standards (ERO) Main Building at 1/14, CIT Scheme VII-M, VIP Road, Kolkata-54, Laboratory Building at P-230, CIT Scheme VII M, Kakurgachi, Kolkata-54, and Sales office at 5 Chowringhee Approach Kolkata-700 072.

- 1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel who shall be ex-servicemen to safeguard the BIS buildings, equipments and other items at the above addresses from any thefts, pilferage or damage.
- 2. That the agency shall render the following security service at BIS offices:
  - a. To arrange/assist in opening/closing of the building and rooms as necessitated/directed by the Bureau on working and closed days;
  - b. Providing security of material/equipment, installations, building and other structures in BIS, Eastern Regional Office(ERO), Main Building and Laboratory Building, Kolkata and its sales office at Chowringhee Approach Kolkata.
  - c. To ensure that water taps/lights/ACs etc. are not left open/on after close of working hours on normal working days as well as on off day, as the case may be;
  - d. Arranging maintenance and records of inflow and outflow of men and material and having proper check on the same as per instructions given by the Bureau from time to time;
  - e. Keep the BIS informed of all the matters of security;
  - f. Checking of all incoming/outgoing vehicles thoroughly to check movement of unauthorized items inside and outside BIS, ERO;
  - g. To regulate visitors and ensure the entrance of only authorized persons (BIS employees and others engaged for providing services). Visitors shall be regulated as per approved procedure and records maintained as stipulated. Further, visitors shall be attended with due courtesy.
- 3. The Security Services at the three premises shall be provided as under:
  - a. At Bureau of Indian standards (ERO) Main Building at 1/14, CIT Scheme VII-M, VIP Road, Kolkata-54 -Round the clock all through the year

- At Bureau of Indian standards, Laboratory Building at P-230, CIT Scheme VII
   M, Kakurgachi, Kolkata-54 Round the clock all through the year
- c. At At Bureau of Indian standards Sales office at 5, Chowringhee Approach Kolkata- 700 072. General shift only 0900 to 1730hrs
- 4. The security services and provision for the required manpower (2 security guards) for a and b above shall be for all the days of the year round the clock in three shifts as follows:
  - a. First shift 0600 hrs. to 1430 hrs;
  - b. Second shift- 1400 hrs. to 2230 hrs.
  - c. Third shift 2200 hrs. to 0630 hrs.

In addition a Supervisor each shall be provided at each of the above two locations in general shift from 0900 hrs to 1730 hrs.

For location at 3 c) above one Security Guard shall be provided in general shift from 0900 hrs to 1730 hrs.

All security guards shall perform duty for six days a week. However, the above arrangement of deployment of the Security personnel is without prejudice to the right of BIS to deploy the security personnel in any other manner considered to be more suitable by BIS in the interest of the Bureau.

- 5. The agency shall ensure that the security personnel deputed are Ex-serviceman and not more than 45 years of age. The agency will get their antecedents, character and conduct verified.
- 6. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to the Bureau along with testimonials before they are actually deployed for the job.
- 7. The agency shall not deploy or shall discontinue to deploy the person(s), if so desired by the Bureau at any time without assigning any reason whatsoever.
- 8. A local representative of Agency shall be the in charge of the security system and shall be responsible of the efficient rendering of the service under contract. While working at the premises of BIS, ERO, they shall work under directives and guidance of Administration Deptt and will be answerable to the Bureau. This will, however, not diminish in any way, the agency's responsibility under contract to the Bureau.
- 9. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
- 10. A senior level representative of the Agency shall visit BIS premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the BIS officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any observed in their working.
- 11. The Agency shall ensure that any replacement of the personnel, as required by the Bureau for any reason specified or otherwise, shall be effected promptly without any additional cost to the Bureau. If the agency wishes to replace any of the

- personnel, the same shall be done with prior concurrence of the Bureau at Agency's own cost.
- 12. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at BIS at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
- 13. The agency shall ensure that the personnel deployed by him are disciplined and do not participate in any activity prejudicial to the interest of the Bureau/Govt. of India/any State/or any Union Territory.
- 14. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Bureau. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of BIS.
- 15. The equipments such as torch light, stationery, lamp, lighting arrangements inside premises of the Bureau and so on may be provided by the Bureau.
- 16. That the agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, PF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at BIS or for any accident caused to them and the Bureau shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of delay in settlement of its bill by the Bureau for whatever reason.
- 17. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Bureau and maintain liaison with the police. FIR will be lodged by the Bureau, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
- 18. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the Bureau during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the Bureau.
- 19. In case of any loss that might be caused to the Bureau due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the Bureau besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 20. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 21. Any special security services such as investigation of cases, special intelligence screening and verification, on requisition by the Bureau in accordance with its prevailing rates, will be undertaken by the agency.
- 22. As and when the Bureau requires additional security strength on temporary or emergence basis, the agency will depute such security personnel in accordance with pro-rata rates as per shift for such security guard. For the same, a notice of two days will be given by the Bureau. Similarly, if the security personnel deployed by the agency any time are found absent from duty, the Bureau shall deduct the

- requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of this terms of contract.
- 23. That the agency shall arrange to maintain at the security desk/booth, the daily shiftwise attendance record of the security personnel deployed by it showing their arrival and departure time. Copy of the attendance record shall be enclosed with the monthly bill.
- 24. The Bureau shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
- 25. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Deptt.
- 26. The agency shall maintain the daily attendance record of the security guards deployed and shall submit every week to BIS an attested photo-copy of the same.
- 27. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register. In case of non compliance/non-performance of the services according the terms of the contract, the Bureau shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
- 28. That the agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. In the event, Bureau makes any payment or incurs any liability, the agency shall indemnify the Bureau completely.
- 29. Decision of BIS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 30. In case of any dispute between the Agency and BIS, BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kolkata.
- 31. Bureau reserves the right to accept/reject any or all quotations without assigning any reasons.
- 32. The tenderer shall have at least 3 years experience of providing Security Services.
- 33. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 34. An agreement shall be signed with the successful bidder as per specimen enclosed.

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

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