

TENDER DOCUMENT

FOR

SECURITY SERVICES

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

TEL: 0120-4177117

FAX: 0120-2776663

**Price: Rs.200.00**

(Those who download the tender document from  
Website should enclose a DD for **Rs.200.00**  
Towards cost of tender)

CENTRAL LABORATORY  
BUREAU OF INDIAN STANDARDS  
PLOT NO.20/9, SITE IV,  
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SAHIBABAD-201010.

TEL: 0120-4177117  
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Our Ref : CL/Admn/Sec-13 (08-09)

24-04-2009

TENDER NOTICE  
FOR  
SECURITY SERVICES

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 bid 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 CL by 1500 hrs on or before 18 **May, 2009**. The technical bids shall be opened on the same day at 1600 hrs at CL.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from CL on any working day between 1000 and 1730 hrs on payment of Rs.200.00 only or can be downloaded from BIS website. Those who download the tender document from website or received directly should enclose an additional DD for Rs.200.00 along with their tender bid in the Cover-I “Technical Bid”. The bid security (EMD) of Rs.20,000.00 (Rupees Twenty Thousand only) should be paid by acceptable mode of payment as prescribed in the NIT in favour of **BUREAU OF INDIAN STANDARDS** payable at Delhi/Sahibabad.

Any future clarification and /or corrigendum(s) shall be communicated through tender section on the BIS website [www.bis.org.in/other/tender/asp](http://www.bis.org.in/other/tender/asp)

**Head (CL)**

## TENDER DOCUMENT

### Sub: QUOTATION FOR PROVIDING SECURITY SERVICES AT BIS 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 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) PF Registration with PF code number.
  - b) ESI Registration
  - c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. **Govt. of NCT of Delhi**).
  - d) 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 31 March 2009 with a value not less then 1.5 times the amount quoted to BIS.
  - e) Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2009 duly certified by CA.
  - f) List of Arbitration cases (if any )**
  - g) Copies of certificates/allotment letter of Service Tax and PAN Number.
  - h) Details of managerial, supervisory and other staff
  - i) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at CL, Sahibabad (Minimum qualification high school/matriculate).
  - j) Copy of Last income tax return.
2. Certificates provided for the works detailed in 1d) 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. Number of Security personnel required are given in Annex-I

4. Tenderer/bidder shall submit details of organizations, where he has undertaken such security services as per Annex-II.
5. General Terms and 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, Corporate body legally constituted, empanelled/registered firms with DGR who possess the required licenses and registrations such as Private Security Agencies (Regulation) Act 2005) etc as per law and valid on the last date of submission of the bid.
8. The bidder should have an office in the NCT of Delhi.
9. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency). **The firm should give such an undertaking with their bid.**
10. The bidder shall pay Bid Security (EMD) of Rs.20000.00 (Rupees twenty thousand only) along with the technical bid by acceptable mode of payment as prescribed in the NIT in favour of BUREAU OF INDIAN STANDARDS drawn on any commercial bank and payable at Ghaziabad/New Delhi. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation etc at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.
11. The EMD deposited by successful agency 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 CL.
12. The bid shall be valid and open for acceptance of the Competent Authority of 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.
13. An agreement shall be signed with the successful bidder as per specimen enclosed.

**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.

- 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:

Address:

Date:

Phone No ( O):

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

**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 Superscribed "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 "Envelope 2")

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

### SECURITY SERVICES

Sl. No	Description	Required No. of personnel	Rate/Wages per month per person in Rs. *	PF *	ESI *	Service Tax	Any other wages	Contractor's profit(service charge)	Total per person
1.	Supervisor	03 (skilled)							
2.	Security Guard	10 (including one female guard)							

\* Enclose copy of govt. orders for rates of minimum wages, PF and ESI as applicable

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.

- Encls: 1. No other charges would be payable by 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:

## **APPLICATION LETTER(Specimen)**

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

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 for providing qualified staff as indicated in the Tender Document to undertake the SECURITY SERVICES strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the Government of (U.P.) 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 applicable in Distt. Gaziabad. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Bureau indemnified of any claim/damages that BIS Central Laboratory have to pay with respect to the service and the deputation of any labourers to the Bureau.

The Bureau 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 Bureau 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. 20,000/- (twenty thousand only) and tender fee Rs.200/- (Rupees TWO hundred only) in the form of Demand Draft/Pay Order drawn in favour of Bureau of Indian Standards payable at 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 to be submitted which will be  
compared with the original in case the  
tender is awarded)



## ANNEX-I

### SECURITY PERSONNEL SERVICES REQUIRED AT CENTRAL LAB, SAHIBABAD

SL.NO.	DESCRIPTION	NO. OF PERSONNEL
1.	Supervisors	03
2.	Security Guards	10 (including one female guard during office hours)
	Total	13

## **ANNEX-II**

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

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

Sl.No.	Name & Address of the organization, contact No	No. of security personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. <b><u>(pl specify)</u></b>	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

### **Annexure-III**

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

**A. SCOPE OF WORK:** Providing security services at 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 said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The Contracting Agency shall render the following Security services at the premises of BISCL:
  - a) To provide security for employees, BIS property like material/equipment, installation and buildings, other structure etc in CL Sahibabad.
  - b) To arrange/assist in opening & closing of the buildings and rooms before & after office hours as necessitated/directed by the Bureau 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 all outdoor lights are switched 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 Bureau 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 others 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 Bureau informed of all the matters of security and house keeping;

3. The Security supervisor and security guards will be given duties as under :

- a) First shift from 0600 hours to 1400 hours, Second shift from 1400 hours to 2200 hours and Third shift from 2200 hours to 0600 hours - one Security Supervisor and three Guards in each shift.
- b) In addition one female Guard is to be posted at Main Gate from 0930 hrs to 1800 hrs .

Thus there is a total requirement of three security supervisors, nine Guards and one female Guard .

However, the above arrangements of the security personnel is without prejudice to the right of BISCL to deploy the security personnel in any other manner considered to be more suitable in the interest of the Bureau.

- 4. The security personnel deployed shall be healthy, active and not more than 50 years of age. Nobody shall have any communicable diseases.
- 5. The security personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency 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 from some recognized training institute. They shall be trained to operate various fire controlled equipments installed at Central Laboratory. He shall provide necessary undertaking and proof in this regard.
- 7 . To keep the management informed of all security matters, intelligence or labour union meetings, etc.
- 8. 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 Bureau for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the State Govt. 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 CL. The security agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.

- a) The payment of wages Act 1936
- b) The Employees Provident Fund Act, 1952
- c) The Factory Act, 1948
- d) The Contract 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) The Motor Vehicle Act, 1988
- j) The Minimum Wages Act, 1948

9. The security personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to BIS. The security personnel so deployed shall preferably be ex-servicemen and/or trained in security work. Proof of their being ex-servicemen/trained in security & firefighting shall be submitted.

10. Replacement of personnel as required by the Bureau will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Bureau. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the Bureau along with testimonials before they are actually deployed for the job.

11. 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 Bureau at the time of finalization of contract or later on;

- 12. a) Equipments, such as, tell-tale clocks, torch lights, stationary, lamps, lighting arrangements will be provided by the Bureau; and
- b) Security contractor's registered office shall be within NCR Region.

13. 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, the such loss

shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any deficiencies/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.

14. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
15. In case of any thefts or pilferages, loss or other offences, the contractor 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 be fixed/pinpointed;
16. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
17.
  - a) That the contractor undertakes to 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 immovable to the entire satisfaction of the Bureau;
  - b) Contractor's authorized representative( Owner/Director/Partner/Manager) shall personally contact Head of the BIS Central laboratory or the office in charge of Administration at BISCL at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
18. In the event of security personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty five times the wages payable to the Contractor for such absence.
19.
  - (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 on requisition by the Bureau in accordance with its prevailing rates, will be undertaken by the contractor.

20. The contractor shall arrange to maintain at the security booth, the daily shift-wise attendance record of the security guards deployed by him showing their arrival and departure time. This attendance record to be submitted every week to BIS with an attested photo-copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Bureau at any other point of time.
21. If at any point of time it come to the notice of the Bureau that the security guards deployed are different from the list provided (with attested photographs) or security guards continue to be on duty more than two hours beyond their normal duty hours, Bureau will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each guard against the number of guards identified on prolonged duty.
22. The security personnel deployed by the contractor shall have at least High School passed qualification. In case of non-compliance/non-performance of the services according to 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.
23. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau. In the event, Bureau makes any payment or incurs any liability, the contractor shall indemnify the Bureau completely;
24. In case of any dispute arising out of this agreement then DG BIS shall nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration Act shall be applicable.
25. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Ghaziabad or Delhi Court will have the jurisdiction to settle and decide all the disputes.
26. 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 the instructions of Bureau verbally or in written etc), a suitable penalty shall be imposed not exceeding five times the wages payable to the contractor in respect to the concerned security personnel.
27. Security contractor will demonstrate to the Bureau the following to be able to qualify to render the contract services :
  1. Atleast three year standing in the field

2. Experience of providing security services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries etc. during last 3 years for a contract value not less than 1.5 times the rates to be quoted to the Bureau.
  3. At least three currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.
28. Income Tax TDS as per rules shall be deducted from the bills of the contractor/agency as per applicable laws.
  29. As and when the Bureau requires additional security strength 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 Bureau.
  30. **CL reserves the right to accept or reject any or all bids without assigning any reasons.** CL also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
  31. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference
  32. Incomplete quotations would be rejected. **Further, the rejection criterion is mentioned in Annexure-IV [check-list] .**
  33. The bid shall remain valid for 90 days from the date of opening of Technical bid.

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



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

Sl.No.	Description of requirement	Yes/No	Page No
1.	The firm is registered with the Regional <b>labour Commissioner( Govt. Of NCT of Delhi)</b> under provisions of contract labour Act and its validity date	Yes/No	
2.	Copies of <b>Balance Sheet and P&amp;L A/c</b> for the last 3 years in the duly certified by CA	Yes/No	
3.	Registration certificate of <b>provident fund commissioner</b> enclosed	Yes/No	
4.	Copy of Registration certificate/allotment letter of <b>service tax</b> number	Yes/No	
5.	Copy of Registration certificate/allotment letter <b>PAN</b> from Income Tax Department	Yes/No	
6.	Registration certificate of <b>ESI</b> enclosed	Yes/No	
7.	Proforma containing details of other organization where security contracts were/are undertaken (attach supportive documents)	Yes/No	
8.	DD of Rs.20000/- as EMD	Yes/No	
9.	Price bid proforma completed & sealed in separate envelop	Yes/No	
10.	List of Arbitration cases (if applicable) <b><u>Do not leave it blank. If there are no such cases, write "Not Applicable".</u></b>	Yes/No/Not applicable	
11.	<b>Undertaking of the agency</b> confirming the availability of adequate manpower of requisite qualification and experience (trained in security & fire fighting) for deployment at CL.	Yes/No	
12.	<b>Acceptance of terms and conditions</b> attached. Each page of terms and conditions to be duly signed as token of acceptance and submit as part of tender document.	Yes/No	
13.	<b>Copy of last income tax return</b>	Yes/No	
14.	<b>Undertaking by the bidder</b> to the effect that there is no police case pending against the proprietor/firm/parties relating to security service contract.	Yes/No	
15.	Office address in NCT of Delhi.	Yes/No	
16.	At least three currently valid contracts for similar work	Yes/No	

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.

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

4. Terms & conditions (each page must be signed and sealed)
5. 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 documents above will render the bid to be rejected**

(To be made on Rs.50.00 Non Judicial Stamp Paper)

### **DRAFT AGREEMENT**

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

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

1. The agency 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 security personnel deployed in CL. The CL shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at CL. The 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 reference or 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 Bureau 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 pay order/demand draft or bank guarantee shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in CL.
8. The security personnel provided by the Agency will not claim to become the employees of CL (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in CL.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the Statutory wages revised by the Govt.
10. the agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of BIS in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and CL, 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.

