**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**53 UNIVERSITY ROAD, LUCKNOW- 226007**

**TENDER forM**

***FOR***

***SECURITY services***

***In the***

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**AT**

**LUCKNOW**

**2016-17**

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**53 UNIVERSITY ROAD, LUCKNOW -226 007**

(An Autonomous Institution under the Department of Science & Technology, Government of India)

**NOTICE INVITING TENDER**

Sealed tenders are hereby invited for rendering security services at the Birbal Sahni Institute of Palaeosciences, Lucknow Campus and Residences of the Director at Lucknow from Security Agencies/Registered Contractors with competent authority to work as Contractor under the provisions of Contract Labour (Regulation & Abolition) Act 1970. The Contractor should have at least 10 years working experience of rendering security contracts in Central/State Government Departments and Scientific/National/CSIR Laboratories, Public Sector Undertakings of the Government of India and Nationalized Banks having a minimum annual 75% of the estimated cost of this Tender per year for the last Five years. The estimated cost of the contract for BSIP Campus and residences of the Director at Lucknow is detailed below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Institute** | **Total Land Area**  **(Approx.)** | **Estimated cost of contract** | **Earnest Money** |
| 1- BSIP Campus,  53, University Road, Lucknow  2- Director's Residence at Lucknow | 4 Acres | Rs. 44,00,000/- | Rs. 95,000/- |

Only Ex-Servicemen /Home Guards/Trained Civilian Security Guards are required to be deployed for security work. Tenders should be submitted for all the above places The tender document can be downloaded from our website [www.bsip.res.in](http://www.bsip.res.in) from September 29, 2016 alongwith the tender fee of Rs. 2000/- (Rupees Two Thousand only)in the name of Director BSIP Lucknow which is non-refundable through bank draft only of a Nationalized Bank, which must accompany by the tender form. The tender money in the form of cheque or cash will not be accepted.

The tenderers are required to submit the proof of the following for getting the tenders :- (a) Registration with the Competent Authority. (b) Registration as Contractor under the provisions of Contract Labour (Regulation & Abolition) Act. 1970. (c) Experience of Security work of Ten years and (d) Certified copy of last 05 years Income Tax Clearance Certificate and PAN Card.

The tender should be submitted in double sealed cover mentioning on the outer envelope "Tender for Security Contract due on October 29, 2016 up to 12:00 A.M" and be addressed to the Registrar, Birbal Sahni Institute of Palaeosciences, 53 University Road, Lucknow 226 007 to be received by Registered/Speed Post only. The tender has to be submitted in Technical Bid and Commercial Bid separately. The tender should be accompanied with Earnest Money Deposit of Rs. 95,000/- through Demand Draft in favour of the Director, BSIP, Lucknow without which the tender will not be entertained. The Technical Bid will be opened on the same day at 3:00 P.M. in the Committee Room of the Institute in the presence of tenderers present (if any). The Commercial Bid of those tenderer who qualify in the Technical Bid will only be opened later. The Commercial Bid has to be as per Minimum Wages Act as applicable.

The Director, BSIP, Lucknow reserves the right to reject any or all the tenders without assigning any reason whatsoever.

REGISTRAR

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**53 UNIVERSITY ROAD, LUCKNOW -226 007**

(An Autonomous Institution under the Department of Science & Technology, Government of India)

**NOTICE INVITING TENDER**

The interested agencies are required to submit the technical and financial bids separately. The bids in Sealed Cover-I, containing “Technical Bid” and Sealed Cover-II, containing “Financial Bid” should be placed in a third sealed cover superscribed “Tender for Security Services” and reach BSIP before 1200 hrs on or before 29 October 2016 The technical bids shall be opened on the same day at 1500 hrs at BSIP.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from the Institute website [www.bsip.res.in](http://www.bsip.res.in). Those who download the tender document from website should enclose an additional DD for Rs 2000.00 along with their tender bid in the Cover-I “Technical Bid. The bid security (EMD) of Rs 95,000.00 (Rupees ninty five thousand only) should also be paid by Demand Draft in favour of the Director, BSIP Lucknow.

Any future clarification and/or corrigendum(s) shall be communicated through BSIP on the Institute website [www.bsip.res.in](http://www.bsip.res.in)

REGISTRAR

**TENDER DOCUMENT**

A. GENERAL CONDITIONS:

1. The contract will be initially for a period of one year and agreement will be signed by both the parties within 15 days from the date of issue of work order for which agency will submit non-judicial stamp paper of Rs.100/-The contract can be terminated during the operative period by giving one month’s notice in writing by either party. Contract may be extended further for one year, if services are found satisfactory.

2. The BSIP reserves the right to terminate the said contract at any time on the ground of unsatisfactory services rendered by the agency or on any other ground detrimental in the interests of the BSIP. The BSIP will be the sole judge in this regard. The decision regarding whether the security services is effective / proper / accurate etc., shall rest with BSIP. If the administration of BSIP observes that security services is not up to the satisfactory level, then the contractor has to take extra efforts to maintain the security effective.

3. On termination of the contract, the agency shall discontinue the use of the premises and handover peaceful possession of the BSIP’s premises together with its fixtures and articles therein in good condition.

4. The agency shall not transfer or assign or share benefit of this agreement with anyone else without the consent in writing from the BSIP.

5. The agency shall at all-time keep the BSIP effectually insured against all actions, suits, proceedings, losses costs, damages, claims and demands in any way arising out of any reasons.

6. Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussions between the nominated authorities of the BSIP and the authorized representatives of the agency.

The Director, BSIP, will be final authority in resolving such disputes and his decision will be binding on the Agency. In case the Director decision as refer to in clause no.2 is challenged the dispute will be referred to arbitration. Any dispute arising out of the contract agreement shall come under the jurisdiction of the Hon. Courts in Lucknow.

7. The agency should possess the requisite registration Licenses of Shop act, ESI, PF etc., from State / Central government departments as applicable from time to time. The agency will have to maintain registers / records as required under the provisions of various acts and complete the formalities prescribed there under. The BSIP shall not be responsible in any way for any breach of these rules and regulations by the agency. The contract is liable to be terminated if breach of rules & regulation is found after the award of contract.

a. The attendance muster cum wages register of persons engaged during the month should be duly signed by the individual employees and countersigned by the representative of the agency & BSIP.

b. All employees have to be paid wages, special allowance and HRA at rates, not lesser than the minimum rates prescribed by the Government under relevant rules.

c. All the employees have to be extended coverage of PF/FPF as per the eligibility under PF Act.

d. Appropriate deductions are to be made towards coverage of PF/FPF as per the eligibility under PF Act.

e. Appropriate deductions are to be made towards Professional Tax and Income Tax from the salary / wages paid and remitted to concerned authorities if any.

f. All deductions are affected from the salary / wages as per the provision of the payment of wages act.

g. The following registers are required to maintain under provisions of various acts & to be maintained up to date in the prescribed format. Registers needs to keep available in the premises of the BSIP for inspection of any statutory authority as and when required. For example, Register of Persons Employed, Muster Roll, Register of Wages, Register of Deduction, Register of OT, Register of Fines, Register of Advances etc.

h. The License under the provisions of Contract Labour (R&A) Act has to be obtained / renewed and kept operative. The half-yearly / yearly returns are to be submitted in time to the authority as per rules.

8. None of the employees of the Agency will have any right to various facilities offered by the BSIP to its staff and participants.

9. The Agency will be responsible for the safety and security of the men machines and buildings belonging to the BSIP .

13. The BSIP has a right to amend or modify any of the terms and conditions during the period of the contract.

14. The BSIP has a right to increase or decrease the security points / manpower at any time and it will be binding on the part of the Agency to do so with mutual understanding with the BSIP. The Agency will also have to follow the telephonic instructions given by the authorised BSIP representative.

15. Payment of wages and other conditions of employment of workers should not be in any way inferior to the conditions stipulated in the Contract Labour (Regulation & Abolition) Act, 1970, Employees State Insurance Act, Workman's Compensation Act, 1923, Payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, The Minimum Wages Act , 1948, Employer's Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/Regulations and/or Statutes and other related Act should be strictly adhered to BSIP’s responsibility as Principal Employer should be fully protected.

16. The Agency should have obtained the licences under The Private Security Agencies (Regulation) Act, 2005 and under UP Security Guards (Regulation of employment and welfare) Act, 1981 and should enclose attested copies of the same a proof with quotation, failing which the quotation will be rejected summarily.

17. The necessary legal registers, forms, returns etc. required as per the law are to be maintained and complied with by the Agency and should be available for inspection to BSIP at any time.

18. The Agency must be registered with the Regional Labour Commissioner , Lucknow as an Agency carrying out Security Services on Contractual basis, under the Contract Labour (Regulation & Abolition) Act, 1970 and submit a copy of the licence within a month from the date of commencement of the work, at its own cost.

19. A list of the establishments (with their addresses, name of the contact person and telephone numbers) where the agency is presently rendering its services / has rendered its services along with the performance certificate issued by such establishments must be enclosed with the quotation.

B. EMPLOYMENT OF SECURITY PERSONNEL:

1. The appropriate payment of wages and other benefits to the employees of the agency shall be the exclusive responsibility of the Agency and persons so employed by the Agency shall have no claim whatsoever on the BSIP.

2. The Agency should issue identity cards to their employees, which they should always carry with them and make available for inspection to the centre at any time.

3. The Agency shall deploy personnel who are courteous, trained, well mannered and disciplined. The security personnel should be educated and conversant in English and should be extremely courteous with the visitors visiting the BSIP and should be more alert while on duty dealing with campus residents, employees of the BSIP, workers of the other agencies etc. The security personnel so engaged should observe decency and decorum during the course of their employment in and out of the centre.

4. The security personnel should always be vigilant while on duty to prevent any unhealthy incident. They should be in a position to judge any danger and should immediately report to the Authorised officer of the BSIP and the Agency.

5. The Agency will have to follow the norms, rules and regulations, guidelines, security standing order of BSIP and instructions given by the Administration from time to time.

6. The agency shall make surprise visits to BSIP complex on a regular basis, to ensure smooth functioning and satisfactory services by their guards.

7. All security personnel to be posted at BSIP complex should be healthy and medically fit. All legal formalities required in engaging them will be the responsibility of the Agency.

8. The Agency should provide proper uniform, woollen clothes, rain coats, gum boots, lathis, torches etc. to their employees. The Agency will ensure that the persons on duty are in neat and clean uniform.

9. The Agency should ensure that no security personnel leave his duty post in unauthorised way without a replacement.

10. The Agency should see that no unauthorised persons shall be permitted to enter the premises of the BSIP or no persons shall enter the premises through the fence or no animals such as cows, buffaloes, goats, dogs etc. shall be allowed in the premises of the BSIP.

11. Any event of accidents injuries / harmful nature such as fire, short circuit, overflowing of water, leakage of water, damage caused to any property of the BSIP shall be reported immediately by the security personnel to the Administration.

12. In case of lapses on the part of the Agency the BSIP may impose appropriate penalty after joint assessment by the in-charge of the agency and BSIP authorities.

13. The BSIP will not accept any claim in the event of any of the Agency’s employees sustaining any injury, damages or loss of life of the person either inside or outside of the BSIP’s premises.

14. The workers / staff of the Agency will have nothing to do with BSIP and shall have no presumptive right of absorption in the services of BSIP. In order to give effect to this, the agency shall incorporate suitable clause in the appointment orders to be issued to its security personnel.

15. In case the workers engaged by the Agency have any grievances, they will take it up with the agency without creating any disturbance on the campus. Under no circumstances agitation means are to be resorted to by workers of the agency, on the premises of the BSIP. On the expiry of the contract the agency undertakes to leave the premises in peace with all the workers without creating any disturbances. The agency will be solely responsible if the workers engaged by it misbehave or create problems.

16. Fire protection equipment and facilities have been provided in the campus and it will be the responsibility of the agency to ensure that they are in order and got properly replenished as and when required. The security personnel should be well trained to handle such fire fighting equipment, first aid, snake bite, dog bite kits etc.

17. All employees of the Agency including Supervisors and Security Officers and their bag and baggage shall be liable for physical check both at the time of entry and exit of the Centre.

18. The security personnel of the Agency shall be only Indian nationals and their character and antecedents should be checked by the Agency without fail.

19. The security personnel of the Agency shall not involve themselves in any type of discussions or agitations, arguments, quarrel or fighting with any of the BSIP staff and shall behave politely and firmly while adhering to their duties. Any matter creating difficulties in their duties shall be brought to the notice of the Administration.

20. The Contractor shall change the security personnel on demand by the Administration within 24 hrs, if he /she commits unethical acts like while on duty Sleeping, Intoxicating, Negligence in performing duties, Disobedience, theft, Dishonesty, indulging in illegal activities, which may expose the interests of the centre, involved in the work other than the allotted one or any other misconduct.

C. SCOPE OF WORK :

1. The job of providing security services to the BSIP shall be carried out by The agency on all week days during the contract agreement period including on all working days, holidays, closed weekly off of BSIP, to ensure overall safety & security of the Men, Machine, equipment’s and premises of BSIP.

2. The Job shall include, access control to include manning, mustering, entry / exit gates, checking and verifying entries and exit of personnel, material and vehicles to and fro and assets on charges of BSIP and permit only authorised personnel entry and exit to the institute premises, round the clock, Proper Registration of visitors while entering and leaving the centre, Preserving material gate passes and handing over to admin every quarter, Timely follow up of outstanding of returnable material.

3. The present scope of work will cover in and around area of operation of the entire premises of BSIP consisting of Guest House, Residential colony, Director’s and Registrar’s residences .

4. Ensure that all security lights are in working condition and should be put on and off every day, by the Security staff on duty. Defective lights to be reported to the Maintenance in-charge immediately.

5. The Agency shall deploy required personnel (including relievers) in all the three shifts on a regular basis within the scope of operation.

6. Visitors having guest house booking in BSIP Guest House, should be led to the Guest House on their arrival, by the Security staff on duty.

7. Visitors should not be allowed to visit laboratories / Department/ Section without Gate Pass and without confirming the availability of the concerned officials of BSIP.

8. The security staff on duty should make necessary Gate Pass entries of nonreturnable items in the Non-returnable Register. Register for Returnable material Gate Pass should be shown to Authorised officer of BSIP in the first week of every month by the Security Officer / Supervisor on duty along with list of unreturned material till that date.

9. Any material / equipment / machine etc. should not be allowed to be of BSIP premises taken out by any staff member or other person without the proper material Gate pass duly signed by the authorised officer/s of the Institute.

10. The Security staff on duty should ensure parking of the vehicles at the proper parking place and see that it does not cause inconvenience to the visitors.

11. The Agency should check damage, theft and pilferage of material by manning static security posts by required number of personnel and by regular patrolling in the campus and along boundary wall / fence during day and night.

The Agency should prevent any unwanted / illegal activities and gather intelligence on unauthorised movements / activities. Further report any illegal activities / movement to BSIP authorities.

12. To restrain trespassers / intruders and immediately inform the same to the Administration.

13. Receive orders / directions from Administration on Institute security related matters and ensure implementation of proper security measures in the Institute.

14. Static posts to be manned and areas to be patrolled will be shown to the Agency by BSIP from time to time.

15. Timely deployment of the required security staff on all the points is the prime responsibility of the Agency.

16. The Agency shall ensure that the Security guards maintain proper communication system so that they can assemble quickly in case of emergent situation.

17. Agency shall render necessary and adequate assistance to BSIP Administration in case of strikes, labour unrest and take necessary steps to control the mob / unruly crowd.

18. If the guards find / notice any lights / fans / air conditioners etc. of any room(s) is not switched off, after office hours or any room left unlocked, they should take appropriate action to safeguard the interest of the BSIP.

19. The agency shall in case of any theft during tenure of contract agreement will help to lodge FIR with police, conduct their investigation and submit the report findings to the Director or Administration. The Agency shall also be responsible to pursue the theft case with police and related authorities.

20. Agency will not ask the Security Guards to watch the buildings.

D. RATES / QUOTATION:

1. Tenderer has to submit. Incomplete quotes will be rejected summarily.

2. The personnel employed by the Agency as Security Guards should be in age group of 21 – 35 years, Supervisors may be between 30 – 40 years .

3. If the agency fails to provide required security personnel on any day, then the amount for such absence; along with requisite statutory charges including service charges and any amount due will be deducted from the bill, along with penalty, as deemed fit.

4. Any other relevant information:- I have gone through the terms and conditions of the enclosed tender documents and the same are acceptable to me. I know that the Uniforms of good quality are to be provided by me at my own cost to all the Security personnel engaged in this contract and washing allowance is also to be paid by me. I have given the above quotation after visiting / confirming the area under Security Services in BSIP.

5. The Agency must have its registered own office in Lucknow.

6. Essential Certificates: (In absence of any one Certificate, the tender will stand rejected)

a. Copy of the latest & last 3 years Income Tax Return / Clearance certificate.

b. Copy of Registration Certificate

c. Copy of License from Regional Labour Commissioner under contract Labour (Registration

& Abolition) Act 1970, if any.

d. Pan Card copy

e. Proof showing P. F. code No. with 6A, 12 A Certificates.

f. Proof showing E.S.I. code No. with copy of last six monthly returns submitted to ESI.

g. Copy of Registration certificate for Service Tax.

h. Clearance certificate for Professional Tax.

i. Copy of license obtained under The Private Security Agencies (Regulation) Act, 2005.

j. List of present Clients with their latest phone numbers; with names of the contact persons and

copies of agreements if any.

k. Performance certificates & Turnover certificates of similar nature of work last 3 years carried

out in other Govt. / Private institution.

7. The successful bidders will have to deposit a (10% of the work order cost X 12 months X 10%) of performance security deposit in the form of Bank Guarantee in the name of Director BSIP having validity of 1 year. In case the contract is further extended for one year, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful bidder the corresponding EMD shall be released after the award of contract.

8. The agency may submit bills by 1st day of every month and payment will be made within 10 days from the date of receipt of the bills. Agency should make payment to its workers on or before 10th day of the month in presence of the authorised officer of the BSIP without fail, irrespective of receipt of monthly bills from the Institute. All deductions due to the BSIP shall be made from such bills.

9. The statutory payments such as Bonus, Leave with Wages, etc. will be paid as and when due and on submission of the bill by the Agency.

10. The Director, BSIP will be the sole authority to decide the payment of any other new statutory taxes, revision of basic wages if any, by the appropriate Government Authority; after commencement of the services.

11. Revised special allowance / variable DA /revised minimum basic wages, Service Tax etc. depending on the Government orders, if any, will be payable with corresponding increase in all other payable items mentioned in the quotation with permission of the competent authority.

12. Any correspondence made by the Institute in connection with this contract matter with the Agency will form the part of this agreement.

13. The tender should be valid for 120 days from the date of its opening.

14. The Service Tax is payable as per the prevailing rates and it will be revised as per Government

**TECHNICAL BID**

**(In separate sealed Cover-I super scribed as Technical Bid)**

**RATES FOR PROVIDING SECURITY SERVICES TO**

**Birbal Sahni Institute of Palaeosciences, Lucknow Campus**

**and**

**Residences of the Director at Lucknow**

|  |  |
| --- | --- |
| 1. Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile number of contact person |  |
| 2. Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out | In following format |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sl.No | Name of Organization  With complete address  and telephone numbers  to whom services provided | From | To | Contracted  Amount  (Rs per month) | Reason for Termination |

|  |  |
| --- | --- |
| 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 and attach a copy. Licence to keep armed guards and licence for guns /shots should also be enclosed.  c) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in BSIP. |  |
| 4. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc. |  |
| 5. Please give  EPF No:  ESI Code:  Gratuity Act Regn. No: |  |
| 6. Are you governed by minimum wages rules of the Govt of UP. If yes, please give details. |  |
| 7. Please attach copy of last return of Income Tax |  |
| 8. Please attach balance sheet of the company, duly certified by Chartered Accountant for last 3 years. |  |
| 9. PAN No. (Please attach copy) |  |
| 10. Vat No. (Please attach copy) |  |
| 11. Trade Licence No. (Please attach copy) |  |
| 12. Service Tax Registration No. (Please attach copy) |  |
| 13. Acceptance of terms & conditions attached  Please sign each page of terms and conditions as token of acceptance and submit as part of tender document. | Yes/No |
| 14. Power of Attorney/authorization for signing the bid documents |  |
| 15. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. |  |
| 16. Details of the DD/Pay Order of Rs 95,000.00 towards bid security (EMD) and a DD for Rs 2000/- in case tender document is downloaded from BSIP website.  DD/PO No.  Date:  Drawn on: |  |

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.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_amounting Rs 2000.00

2. DD/Pay Order No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_amounting Rs 95000.00

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

4. Financial Bid.

Date:

(Signature of Tenderer with seal)

Name:

Address :

Phone No (O) :

Seal:

**FINANCIAL BID**

**(In sealed Cover-II super scribed “Financial Bid”)**

**BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES**

**53 UNIVERSITY ROAD, LUCKNOW -226 007**

(An Autonomous Institution under the Department of Science & Technology, Government of India

**QUOTATION FOR PROVIDING SECURITY SERVICES TO**

**Birbal Sahni Institute of Palaeosciences, Lucknow Campus**

**and**

**Residences of the Director at Lucknow**

1. Name of the Contractor :

2. Address in full

(with Phone No. ) :

3. Registration Licence Number :

4. Rates for each security services

arrangement as per the minimum wages

A. Amount per month for work shown 14 :

Security Guard as detailed below

(i) Security Personnel at the Institute (4

in first shift, 4 in second shift and 3 in third shift). : Rs.

(ii) Security Personnel at the Residence of the

Director at Lucknow 03 – : Rs.

**Total for 14 Security Personnel**  : Rs.

5. a) Under C.L. (R&A) Act 1970 : Rs...............................

b) ESI Act : Rs..............................

c) EPF Act : Rs.............................

d) Bonus : Rs.............................

e) Weekly off @1/6 : Rs.............................

f) Service charges per month in : Rs.............................

percentage (%)

g) Service Tax : Rs.............................

Grand Total per month (in Figures)

(in Words)

5. Earnest Money furnished vide Demand Draft No......................................dated................................

**\*Break-up of the rate may also be provided along with the copy of the Govt Order on Minimum Wages to facilitate revision of rate whenever minimum wages are revised by the Govt.**

**DECLARATION**

I/We undertake to abide by the terms and conditions of the Security Services arrangement. The Persons to be deployed in BSIP and its Officer’s residences for Security Services shall be on the rolls of Contractor and shall be the employees of the Contractor.

I/We also under take to execute the necessary agreement before commencement of work, if awarded.

Note: i) No other charges would be payable by BSIP

ii) There would be no increase in rates during the Contract period except provision under the terms and

conditions.

Date: (Signature of Tenderer with seal)

Name:

Address :

Phone No (O) :

Seal:

(To be made on Rs 100.00 Non Judicial Stamp Paper)

**DRAFT AGREEMENT**

This AGREEMENT made on this day of between the of the ONE PART/

This agreement is made on \_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ Two thousand sixteen between Birbal Sahni Institute of Palaeosciences, Lucknow a Society registered under the Societies Registration Act and having its office at 53 University Road, Lucknow — 226007 (hereinafter referred to as BSIP)as one part, and M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called the ‘Agency’ for providing Security Services on the other part.

WHEREAS the BSIP is desirous to engage the Agency for providing Security Services for Birbal Sahni Institute of Palaeosciences, Lucknow 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 BSIP. The BSIP 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 BSIP. The BSIP 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 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 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 BSIP.

8. The security personnel provided by the Agency will not claim to become the employees of BSIP and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in BSIP.

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 BSIP 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 BSIP , BSIP shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at LUCKNOW.

THIS AGREEMENT will take effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Two thousand Sixteen and shall be valid for one year.

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

BSIP AGENCY

Witness: 1. Witness: 1.

2.

2.

ANNEX

**TERMS & CONDITIONS OF CONTRACT**

(Annexure to Agreement)

A. Scope of Work: Providing Security services at Birbal Sahni Institute of Palaeosciences, 53 University Road, Lucknow by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well disciplined security personnel who shall be exservicemen to safeguard the BSIP, buildings, moveable and immovable assets, equipments and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex.

2. The security personnel shall be deployed round the clock in 3 shifts at the office of BSIP to safeguard the premises.

3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by BSIP on working and closed days.

4. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.

5. The Agency shall maintain records of inward and outward movement of men (BSIP Employees and also regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions given from time to time by BSIP.

6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.

7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at BSIP. A mock fire drill may be organized every month.

8. The Agency shall keep the BSIP informed of all the matters of security and co-operate in the investigation of any incident relating to security.

B. Eligibility Criteria

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/ registered with DGR who possess the required licenses, registrations (such as Private Security Agencies(Regulation) Act 2005) etc as per law valid at least for 12 months from the date of the opening of tender.

2. The tenderer shall have at least 3 years experience of providing Security services.

3. Having successfully completed works of similar magnitude and duration (worth Rs 5 lacs or more per year) in last three years.

4. Proof of financial turnover with a minimum of Rs 10 lacs per year achieved, duly attested by CA.

5. The bidder should have an office in proximity of LUCKNOW.

6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency).

7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

a) PF Registration b) ESI Registration c) Service Tax Registration d) Valid License, issued by Regional Labour Commissioner, Govt of India

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months may be extended by two years, one year at a time depending on performance of the Agency and at discretion of BSIP.

2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft can be downloaded from BSIP Website. Those who download the tender document from Website should enclose a DD for Rs 2000/- (non refundable) along with their bid in the Cover-I containing Technical Bid.

3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. 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” should reach BSIP before 1200 h on or before 21 October 2016. The technical bids shall be opened on the same day at 1500 h at BSIP in presence of the bidders or their authorized representatives who choose to remain present.

4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.

5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.

6. The bidder shall pay Bid Security (EMD) of Rs 95,000.00 (Rupees ninty five thousand only) along with the technical bid by Demand Draft in favour of “Birbal Sahni Institute of Palaeosciences,” drawn on any Nationalized Bank/Scheduled Bank and payable at Lucknow. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.

7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalisation of contract.

8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of “Birbal Sahni Institute of Palaeosciences,” drawn on any Nationalized Bank/Scheduled Bank and payable at Lucknow.

9. 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 (EMD) shall be forfeited unless time extension has been granted by BSIP.

10. The bid shall be valid and open for acceptance of the Competent Authority of BSIP 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.

11. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by BSIP shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.

13. The quoted rates shall not be less than the minimum wages of Govt of Uttar Pradesh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary etc.

14. BSIP shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of UP above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.

15. BSIP reserves the right to accept or reject any or all bids without assigning any reasons. BSIP 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.

D. Terms and Conditions

1. The security services and provision for the required manpower shall be as under:

a) 11 security personnel at the Institute (4 in first shift, 4 in second shift and 3 in third shift).

b) 3 security personnel at the Director's Residence (one each in first, second and third shifts).

c) 3 security personnel at the Registrar's Residence (one each in first, second and third shifts).

However, the above number and arrangement of deployment of the Security personnel is without prejudice to the right of BSIP to deploy the security personnel in any other number or manner considered to be more suitable by BSIP in the interest of the Institute.

2. The agency shall ensure that the security personnel deputed are Ex-serviceman, healthy and not more than 45 years of age. The agency will get their antecedents, character and conduct verified. 3. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to BSIP along with testimonials before they are actually deployed for the job.

4. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the BSIP at any time without assigning any reason whatsoever.

5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. While working at the premises of BSIP, they shall work under directives and guidance of Head, BSIP and will be answerable to BSIP. This will, however, not diminish in any way, the agency’s responsibility under contract to the BSIP.

6. 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.

7. The visitors shall be regulated as per BSIP procedure and records thereof maintained as stipulated. Further, the visitors shall be attended with due courtesy.

8. A senior level representative of the Agency shall visit BSIP 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 BSIP 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.

9. The Agency shall ensure that any replacement of the personnel, as required by BSIP for any reason specified or otherwise, shall be effected promptly without any additional cost to the BSIP. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the BSIP at Agency’s own cost.

10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at BSIP at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall be borne/supplied by the Agency at its cost.

11. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BSIP /Govt. of India/any State/or any Union Territory.

12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the BSIP. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of BSIP.

13. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at BSIP or for any accident caused to them and the BSIP 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 any delay in settlement of its bill by the BSIP for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications

1. The Payment of Wages Act 1936
2. The Employees Provident Fund Act, 1952
3. The Factory Act, 1948
4. The Contract Labour (Regulation) Act, 1970
5. The Payment of Bonus Act, 1965
6. The Payment of Grautity Act, 1972
7. The Employees State Insurance Act, 1948
8. The Employment of Children Act, 1938
9. The Motor Vehicle Act, 1988
10. Minimum Wages Act, 1948

14. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to BSIP and maintain liaison with the police. FIR will be lodged by BSIP, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.

15. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the BSIP 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 BSIP.

16. In case of any loss that might be caused to the BSIP due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, BSIP shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to BSIP besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, BSIP shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

17. 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.

18. As and when BSIP requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the BSIP. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the BSIP shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

19. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to BSIP an attested photocopy of the attendance record and enclose the same with the monthly bill.

20. The BSIP shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

21. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.

22. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

23. 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.

24. In case of non compliance/non-performance of the services according the terms of the contract, the BSIP shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

25. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify BSIP against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in BSIP premises/facility.

26. The decision of BSIP in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

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

28. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Head, BSIP. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

29. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

30. 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 BSIP and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

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