

REGIONAL OCCUPATIONAL HEALTH CENTRE (EASTERN)

Block-DP -1 Sector-V, Salt Lake, Kolkata-700091

PH. 33-23674390/4955, 33-23673262

FAX. 91-33-23676683

TENDER NOTICE

Regional Occupational Health Centre (Eastern), Block-DP-1, Sector-V, Salt Lake, Kolkata-700091 requires Supervisor-1No, Security guards-5Nos, Multi Tasking Staff i.e Cook -1 No, Safaiwala- 3 Nos, Gardener-1 No & Guest House Attendant- 2 Nos, Attendant- 1 No & Data entry operator- 1 No purely on contractual basis for a period of one year.

Interested Securities Agencies/ Man Power Agencies who have registered License number issued by the Central Labour Commissioner and ready to pay all statutory payments like EPF, ESI, Bonus, Uniform Allowance, HRA and Relieving Charges etc. **(As per Central Govt. rate)** to Supervisor, Security guard, MTS- Cook, Safaiwala, Gardener, Guest House Attendant, Attendant & Data Entry Operator may obtain Tender Form @Rs 500/- from **18-04-2018 to 02-05-2018** during working hours: 10.30 AM to 05.00 PM from the above address.

Last date to deposit Tender Form is **09-05-2018** before 11.30 AM. The tenders will be opened on the same day at 02.30 PM in the Officer in Charge Chamber.

This advertisement and detailed tender documents are also available on ROHC (E) website: www.nioh.org. If the tender document is downloaded from the website, please enclose the cost of the tender document (Rs.500/-) in the form of demand draft in addition to EMD.for Rs.10000/-

Officer-in-Charge

No.: Security & CC/ROHC/ /2018-19

Date:

To
The Adv. Manager,
The Statesman Limited,
4, Chowringhee Square,
Kolkata 700 001.

Sub: Advertisement for Tender notice to be published in your
daily Newspaper latest by 18-04-2018.

Dear Sir,

We are sending herewith the matter for Tender Notice for publication in your esteemed daily in Kolkata edition latest by 18-04-2018. The matter should be published in single insertions using minimum space.

Ours is a Central Govt. Research Institute under the Ministry of Health and Family Welfare, Govt. of India. Therefore, all benefits and discounts available i.e. as per DAVP rates should be provided to us. A bill may be send along with the published matter for arranging the payment subsequently.

Thanking you,

Yours faithfully,

(Officer-in-Charge)

Encl.: As above.

Ref. No.:Security/ MTS Services/ROHC(E)/2018-19

Price: Rs.500.00

Issued To:

Date: / /2018

TENDER DOCUMENT

ANNUAL CONTRACT FOR PROVIDING SECURITY/MTS SERVICES

AT

ROHC (E) Campus, DP-1, Salt Lake, Kolkata-700091.

**OPENING DATE AND TIME FOR SALE OF
TENDER DOCUMENTS: 18/04/2018
10:30 HRS**

**CLOSING DATE AND TIME FOR SALE OF
TENDER DOCUMENTS: 02/05/2018
17:00 HRS**

**LAST DATE AND TIME FOR SUBMISSION
OF TENDER 09/05/2018
11:30 HRS**

**DATE AND TIME OF OPENING OF
TENDER (Technical Bid Only) : 09/05/2018
14:30 HRS**

REGIONAL OCCUPATIONAL HEALTH CENTRE (EASTERN)
(Indian Council of Medical Research)
Block-DP-1, Sector-V, Salt Lake, Kolkata-700091

CONTENTS OF TENDER DOCUMENT

**ANNUAL CONTRACT FOR PROVIDING
SECURITY/MTS SERVICES
IN ROHC (E) PREMISES / CAMPUS,
BLOCK-DP-1, SECTOR-V, SALT LAKE, KOLKATA-700091**

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Note:

Tenderer should confirm that they have received all the above papers/ documents.
The nature of jobs requirement can be seen personally at ROHC (E) by the tenderer.
Receipt No. of money deposited as tender fees with the office must be quoted.

Tender issued to:

M/s.....

.....

.....

(Signature of the Officer Issuing Tender)

**REGIONAL OCCUPATIONAL HEALTH CENTRE (EASTERN)
(Indian Council of Medical Research)
Block-DP-1, Sector-V, Salt Lake, Kolkata-700091**

Advt. No. 5/Security/MTS Services/ROHC(E)/2018-19

**NOTICE INVITING TENDER
ANNUAL CONTRACT FOR SECURITY/MTS SERVICES**

Sealed Tenders are invited under Two Bid systems (Part- I: Technical Bid and Part –II : Price Bid) from eligible Agencies with annual turnover of Rs. 25 Lakh and more holding valid license under Contract Labour (Regulation & Abolition) ACT, 1970, registered with EPFO, ESIC, having GST registration and successfully carried out at least three contracts of 20 or more Man Power in each contract, consisting of only properly trained security personnel and security supervisors & MTS during the last 5 years in Govt. /Semi-Govt./Central Autonomous bodies and / or for ROHC(E) or its Laboratories/Institutes.

Detailed Tender documents can be obtained against a written request quoting Advt. No.5/Security/MTS Services/ROHC(E)/2018-19 accompanied by a crossed demand draft/Cash for Rs. 500.00 from any scheduled bank drawn in favour of, ROHC(E) payable at Kolkata.

- i) Sale of Tender Documents: From 18-04-2018 to 02-05-2018 between 10:30 Hrs to 17:00 Hrs on all Working days at ROHC (E), Kolkata.
- ii) Cost of Tender Document : Rs.500.00
- iii) Last date and time for submission of Tenders: 09-5-2018 Up to 11:30 HRS.
- iv) Date & Time of Tender Opening (Only technical bid): 09-05-2018 at. 14:30 HRS
- v) Price Bid: Date and Time will be intimated at a later date.
- vi) Earnest Money Deposit (EMD) of Rs. 10,000.00 (Rupees Ten Thousand Only) to be submitted along with the Technical Bid only.
- vii) Offer by Fax/E-mail will be summarily ignored and rejected without assigning any reason.

The Officer-in-Charge, ROHC(E) reserves the right to accept/reject any or all the Tenders without assigning any reason.

Officer-in-Charge

REGIONAL OCCUPATIONAL HEALTH CENTRE (EASTERN)

Block-DP-1, Sector-V, Salt Lake, Kolkata-700091

Advt. No. 5/Security/MTS Services/ROHC(E)/2018-19

NOTICE INVITING TENDER

1. Regional Occupational Health Centre (E) invites tenders under Two Bid Systems (Part-I: Technical Bid and Part-II : Price Bid) eligible Agency with annual turnover of Rs.25 Lakhs and more only for security work, holding valid license under Contract Labor (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST registration and successfully carried out at least three security contracts of 20 or more security guards in each contract, consisting of only properly trained security guards/ supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous bodies and /or for ROHC(E) or its Laboratories/institutes.
2. The contract will be initially for a period of one Year which may be extended further with mutual consent.
3. Tender Documents along with detailed terms and conditions can be obtained by making an application for issue of tender document on payment of Rs.500/- in the form of demand draft drawn in favour of ROHC (E) payable at Kolkata on all working days from 17-04-2018 to 01-05-2018 between 10:30 Hrs. to 17:00 Hrs.; from ROHC(E), Block-DP-1, Sector-V, Kolkata-700091. The offers submitted by downloading from ROHC (E) website . www.nioh.org shall be considered valid only when accompanied by a demand draft for Rs. 500.00 drawn in favour of Regional Occupational Health Centre (E) payable at Kolkata towards the cost of tender documents indicated the NIT.
4. Security/Manpower Agency may submit their tenders with following details in Part- I (Technical Bid):-
 - i) Attested & Valid Copy of Registration Certificate of Security Agency issued by the appropriate authority.
 - ii) Attested & Valid copy of Labour License from the Regional Labour Commissioner (Central) for specific number required for the contract under contract Labour (Regulation & Abolition) Act, 1970.
 - iii) Attested & Valid copy of GST Registration Certificate.
 - iv) Attested & Valid copy of Registration under EPFO.
 - v) Attested & Valid copy of Registration under ESI.
 - vi) Status: Whether Proprietorship / Firm / Company.
 - vii) Proof at least three successfully carried out security contracts of 20 or more properly trained security guards/supervisors during the last 05 years in Govt./Semi-Govt./Central/ Private/ Autonomous Bodies and / or for ROHC (E) or its Laboratories/ Institutes. (Please enclose satisfactory completion certificate of three contacts)
 - viii) List of Clients.
 - ix) Customer's Satisfaction Proof. (Certificates from at least Three Clients)(Preferably from point No (VII)
 - x) Copy of PAN & ITR of the Last Three Years.
 - xi) Audited Copies / Certificate(s) of Annual Turnover of last three years.
 - xii) An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies/Private, ROHC (E) or any of its laboratories as on the date of submission of the bid.

NOTE : If any of the above listed documents as mentioned under Sr. No.(i) to (xii) are not submitted, the tender will be rejected without assigning any reason, and no

correspondence will be entertained.

5. The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
6. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Price Bid. The Part-I (Technical Bid) should contain the EMD of Rs. 10,000.00 and statement showing compliance with the criteria/ detailed technical specifications as per SI No. 4 above and NIT. The part-II (Price Bid) should contain only the price offered as per attached 'Rate Scheduled' format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes super scribed TECHNICAL BID and PRICE BID should again be sealed in a third bigger envelope super scribing the tender No. and '**ANNUAL CONTRACT FOR SECURITY/MTS SERVICE**'. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives on the date of tender opening and the Part-II (Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
7. The EMD of Rs.10,000.00 (Rupees Ten Thousand Only) in the form of Demand draft from any scheduled bank drawn in favor of **Regional Occupational Health Centre (E)** payable at Kolkata, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within 15 days from the date of work order.
8. Tenders received after due date / time, without EMD and incomplete shall be rejected.
9. The Officer-in-Charge, ROHC (E) reserves the right to accept or reject any or all the offers without assigning any reason.
10. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
11. Note : A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family, or (b) they are husband and wife, or (c) the one is related to the other in the following manner : father, mother (including step mother), son (including step son), Son's wife, Daughter (including step daughter), Father's father, Son's son, Son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sisters husband.
12. The tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed :
 - (i) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.

- (ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
- (iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

13. The tenderer should quote the rates after assessing the work requirement.
14. Earnest Money will be forfeited if the contractor fails to commence the work as per the award letter for the work.
15. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
16. The Tender submitted by the tenderer shall remain valid for acceptance for a period of three months from of last date of submission of tender. The tenderer shall not be entitled during the said period of three months to revoke or cancel his tender or to vary the tender or any terms thereof.
17. All notice, communications, reference and complaints made by the Security Agency or the Contractor concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
18. Bid must be received by the employer at the address specified above not later than the date and time specified date for the submission of bid being declared the holiday by the Govt. / Officer-In-Charge, ROHC(E) the bid will be received up to the appointed time on the next working day.
19. The "Eligible Agency shall indemnify the Officer-In-Charge, ROHC(E) for all losses/damages, whatsoever and shall be solely responsible for consequences of any untoward, uncalled for and unforeseen circumstances including accidents, if any.
20. The Officer-in-Charge, ROHC(E) does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.

SCOPE OF WORK:

To provide Security services for the protection of life and property against theft, pilferage, fire & specified work etc, safety of manpower, guiding visitors to the concerned officials, regulating entry of unwanted visitors/salesmen and maintenance of visitor register. To prevent entry of stray animals like dogs etc. round the clock patrolling of the campuses. Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.

To provide MTS services (Cook, Safaiwala, Gardener, Guest House Attendant, Attendant & Data Entry Operator) for smooth maintenance of Canteen, clearing & conservancy, Garden, Guesthouse & office work at ROHC (E), Kolkata premises.

TERMS AND CONDITIONS:

- 1) **Period of Contract:** The contract will be initially for a period of one year, which may be extended further with mutual consent.

- 2) **Earnest Money Deposit (EMD):** The EMD of Rs.10,000.00 (Rupees Ten Thousand Only) in the form of Demand Draft from any scheduled bank drawn in favor of The **Regional Occupational Health Centre (E)** payable at Kolkata, must accompany Part-I (Technical Bid). The EMD shall be refunded to unsuccessful tenderer, after finalization of the tender. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance within 15 days from the date of work order.
- 3) All the pages of quotations including the documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.
- 4) The requirement of security personnel will be purely need based. Therefore, the requirement may be increased or decreased as per requirement. The Officer-In-Charge, ROHC (E) will be under no obligation to hire any specific number of security personnel during the period of contract.
- 5) The Officer-In-Charge, ROHC (E) reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
- 6) The period of contract shall be initially for two years, and can be terminated by the Officer-In-Charge, ROHC (E) by giving one month notice to the agency.
- 7) The payment on account of enhancement/escalation charges on account of revision in minimum wages, statutory charges by the appropriate Govt. (i.e. Govt. of India) from time to time, shall be payable by the ROHC(E) to the contractor.
- 8) Bonus under the Bonus Act 1965 will be paid to the contractor for further payment to its employees.
- 9) The pre-receipted bill shall be submitted by the eligible Agency in duplicate duly supported by proof of attendance; payment of statutory charges/subscription payment will be made by cheque. Payment will be made against monthly bills supported by requisite documents.
- 10) The rates and prices toward the service charges quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 11) The tenderer should have the PAN number and should attach a photocopy of the same.
- 12) The tenderer shall have to execute an agreement with ROHC(E) on a non judicial stamp paper of Rs.100/-.
- 13) The Agency shall have to provide Telephone numbers for 24 hours' contact.
- 14) The draft number of the EMD of Rs. 10,000.00 should be clearly mentioned in the tender document.
- 15) In case of any breach of the terms and conditions of the contract, the Officer-In-Charge, ROHC (E) may write to the issuing bank of the bank guarantee for revocation of the same, in addition to any other action, which may be taken by the Competent Authority.
- 16) The agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
- 17) The agency shall indemnify the Officer-in-Charge, ROHC (E) against any liability due to noncompliance of statutory obligations by the agency for any reason whatsoever.
- 18) The tender form is not transferable.
- 19) The successful tenderer/agency shall not engage any sub-agency or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

- 20) Any person who is in Govt. service or an employee of ROHC (E) shall not be made partner to the contract by the tenderer/agency directly or indirectly in any manner, whatsoever.
- 21) The agency shall provide statutory benefits to its Security Guards/Supervisors/MTS.
- 22) The contract will be initially for a period of three months trial basis, which may be extended to one / two year(s) including three months of trial period on satisfactory completion of the trial period.
- 23) All pages / documents / enclosures of the tender (technical and financial bid separately) must bear page numbers and those page numbers must be indicated in the sheet provided with NIT, entitled as 'DETAILED STATUS OF THE FIRM'.
- 24) Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.

QUALIFYING CONDITIONS:

Security Agencies with annual turnover of Rs.25 Lakhs and more only for security work, holding valid licence under contract Labour (Regulation & Abolition) Act, 1970, registered with EPFO, ESIC, having GST registration and successfully carried out at least three security contracts of 20 or more security guards/supervisors during the last 5 years in Govt./Semi-Govt./Central Autonomous bodies and/or for ROHC (E) or its Laboratories/Institutes with following details in part-I (Technical Bid):-

- i) Attested copy of valid registration certificate of the Security/Manpower Agency issued by the appropriate authority. (State/Central)
- ii) Attested copy of valid labour license from the Regional Labour Commissioner (State/Central) for specific number required for the contract under Contract labour (Regulation & Abolition) At, 1970.
- iii) Attested copy of valid GST registration certificate.
- iv) Attested copy of valid registration under EPFO.
- v) Attested copy of valid registration under ESI.
- vi) Status: Whether Proprietor / Firm / Company.
- vii) Proof: At least three successfully carried out security contract of 20 or more security guards in each contract, consisting of only properly trained Security guards / supervisors during the last 05 years in Govt./Semi-Govt./Central Autonomous bodies and/or for ROHC (E) or its Laboratories/Institutes.
(Pl. enclose satisfactory completion certificate of three contracts).
- viii) List of clients.
- ix) Customers satisfaction proof for at least 03 Current Clients. (preferably from three current client)
- x) Copy of PAN & ITR of the last three years.
- xi) Audited Copies / Certificate(s) of Annual Turnover of last three years.
- xii) An undertaking that the security agency has not been blacklisted by any Government Department/Autonomous bodies, ROHC (E) or any of its laboratories as on the date of submission of the bid.

REGIONAL OCCUPATIONAL HEALTH CENTRE (EASTERN)

Block-DP-1, Sector-V, Salt Lake, Kolkata-700091

Name of the Work: ANNUAL CONTRACT FOR SECURITY/MTS SERVICE IN ROHC (E)

PREMISES / CAMPUS Located at Block-DP-1, Sector-V, Salt Lake, Kolkata-700091

DETAILED STATUS OF THE FIRM

	Particulars	Details	Annexure / Page No.
1	Name of the Firm		
2	Address of the Firm with Contact Number, Fax & Email ID		
3	Licence No. issued by Office of the Labour Commissioner (CLC)	_____ (Attach copy)	
4	EPF Account No.	_____ (Attach copy)	
5	ESI Registration No.	_____ (Attach copy)	
6	PAN	_____ (Attach copy)	
7	GST No.	_____ (Attach copy)	
8	Annual turnover	Rs.	
9	Proof of Annual turnover (FY 2016-17) (With Audited Reports / Certificates)	_____ (Attach copy)	
10	(a) Total Experience (in years) (in security services only)	Total _____ Years (Attach copy)	
	(b) Name of atleast 03 security contracts of 20 guards or more in Govt. / Semi Govt. / State Govt. / Central Govt. / Govt. Autonomous Bodies / ICMR / ROHC(E) or its Centres, during last 05 Years.	(i) _____ (Attach copy) (ii) _____ (Attach copy) (iii) _____ (Attach copy)	_____ _____ _____
11	Customer's satisfaction certificate issued by the Deptt./Institute (Current), where the contractor is rendering services presently.	(i) _____ (Attach copy) (ii) _____ (Attach copy) (iii) _____ (Attach copy)	_____ _____ _____
12	Whether agency has been blacklisted by any Govt. Dept. / Autonomous Body / ICMR / ROHC(E) or any of its laboratories as on date of submission on the bid?	_____ (Attach an Undertaking in support)	

Date:
Place:

(Signature & Stamp)

REGIONAL OCCUPATIONAL HEALTH CENTRE (EASTERN)
Block-DP-1, Sector-V, Salt Lake, Kolkata-700091
RATE SCHEDULE [to be submitted in Part-II (Price-Bid)]

(Rates per Worker per Day)

Item No	Item Description	Security Supervisor	Security Guard	Cook	Safaiwala	Gardener	Guest house Attendant	Attendant	Data Entry Operator
1.	Minimum Wage Per Day								
2.	EPF (13.61%)								
3.	ESI (4.75%)								
4.	Total								
5.	Weekly off/Leave relief in lieu of Holiday/National Holidays(Subject to change on revision of minimum wages)								
6.	Cost Per Head Per Day								
7.	Service Charge (to be quoted in % on SI No. 6 above)								
8.	Any other Charges / Bonus / Payables / Tax etc. (i) _____ (ii) _____ (iii) _____ (iv) _____								
9.	Total Per Head Per Day								
10.	CGST (%) SGST (%)								
11.	Grand Total (Per Worker Per Day)								

Date:
Place:

(Signature & Stamp)

AGREEMENT FOR SECURITY/MTS SERVICE

This AGREEMENT made on this _____ day of _____ between
"Regional Occupational Health Centre (Eastern) (ROHC(E), Block-DP-1, Sector-V, Salt Lake,
Kolkata-700091

AND

M/s _____ at _____
_____ (hereinafter referred to as Contractor) of the OTHER PART.

WHEREAS the ROHC (E) is desirous of giving a contract for providing Security /MTS Services (herein after referred to as Contractor's workers) at ROHC (E) and whereas the Contractor has offered to provide Security Guards/MTS on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the ROHC (E). The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS ROHC (E) has agreed to award the contract of work of security/ MTS service and keep a strict watch and ward of the land and properties of ROHC (E) located at Block DP-1, Sector-V, Salt Lake, Kolkata-700091

And WHEREAS the contractor has agreed to furnish to the ROHC (E) a Security deposit of Rs.10,000.00 (Rupees Ten Thousand Only) by way of Bank Guarantee.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS:

1. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the ROHC (E) shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Contractor's Worker, the contractor shall formulate the mechanism and duty assignment in consultation with the Officer-In-Charge, ROHC (E) or his nominee. Subsequently, the contractor shall review work arrangement from time to time and advise the Officer-In-Charge, ROHC (E) for further streamlining the system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Officer-In-Charge, ROHC(E) or the officer designated by the Officer-In-Charge, ROHC(E) in this respect from time to time.
3. That the Officer-In-Charge, ROHC(E) or any other person authorized by him shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or indulges in any unlawful activities or riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Officer-In-Charge, ROHC(E). Further, the contractor shall immediately replace the particular person so deployed on the demand of the Officer-In-Charge, ROHC (E), in case of any of the aforesaid acts on the part of the said person.
5. That the requirement of Security guards or posts identified is subject to change. The Officer-In-Charge, ROHC (E) shall be under no obligation to hire a particular number of guards.

B. CONTRACTOR'S OBLIGATIONS:

1. That the contractor shall provide the desired number of Contractor's worker in, ROHC(E) Campus, Block DP-1, Sector-V, Salt Lake, Kolkata-700091.

2. That for performing the duties, the contractor shall deploy persons in eight hours shifts or as per the requirement of the job. The contractor shall ensure that the persons are punctual and disciplined in performance of their duty. It is further agreed, that the Contractor shall engage medically and physically fit persons preferably below the age of 40 years.
3. That the contractor shall submit details like name, age, sex, parentage, residential address (present & permanent), etc, along with a copy of latest passport size photograph of the persons deployed by him in the premises of ROHC(E) Campus. For the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
4. That the guards so deployed shall be exclusively for duties at ROHC (E) Campus. They should not be asked to do duty beyond eight hours duty, in any other organization.
5. That the security posts in ROHC(E) Campus shall not be guarded by any other substitute guard, who has already performed eight hours duty for the day.
6. That the contractor shall ensure that the persons so deployed do not allow any property of the ROHC(E) Campus to be taken out of the premises without a valid Gate Pass signed by the designated officials of the ROHC(E). As a safeguard, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor.
7. The contractor shall report promptly to Officer-In-Charge, ROHC (E) / designated officer of the ROHC (E) Campus any theft or pilferage that takes place or where any attempt is made to that effect, and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets (moveable and immovable) of the ROHC (E) Campus and if there is any loss to the Institute, on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the ROHC (E) Campus.

8. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid service rendered to ROHC (E) and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 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' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the ROHC(E) indemnified from all acts of omission, fault breaches and /or any claim, demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these the ROHC (E) shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
9. That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI & EPF towards the persons deployed at ROHC(E) Campus in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.
10. That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.
11. That the contractor shall be required to maintain permanent attendance register/roll at the ROHC(E) Campus / Premises, which shall be open for inspection and checking by the authorized officers of ROHC(E).
12. That the contractor shall make the payment of wages, etc. by Cheque to the persons so deployed in the presence of representative of ROHC (E) and shall on demand furnish copies of wage register/muster roll etc.

13. That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include army cut, ankles, boots, web belt (with baton strap), baton beret with ceremonial heckle, whistle, loaded torches etc. the seasonal equipment such as jerseys, gray coats in winters and raincoats in monsoon shall also be provided by the contractor at his cost and ROHC (E) shall have no liability whatsoever on this account. The uniform shall be approved by the Officer-In-Charge, ROHC (E).
14. The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of ROHC (E).
15. That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provision of shops and establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Officer-In-Charge, ROHC (E) a sum as may be claimed by ROHC (E).

C. ROHC(E)'s OBLIGATIONS:

1. That in consideration of the service rendered by the contractor, he shall be paid minimum wages, EPF, ESI, Gratuity/Terminal benefits, bonus, Charges for weekly off /Holidays /National Holiday, Service charges & GST on monthly basis.
2. That payment of account of enhancement/escalation charges on account of revision in wages or statutory payments by the appropriate Govt. (i.e. Govt. of India) from time to time shall be payable by the ROHC(E) to the contractor.

3. That the Officer-In-Charge, ROHC(E) shall reimburse the amount of GST, if any, paid by the contractor to the authorities on account of the service rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by contractor.
4. The security deposit will be refunded, to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

D. INDEMNIFICATION

1. That the contractor shall keep the ROHC (E) indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primarily responsibility of the contractor to contest the same. In case ROHC (E) is made party and is supposed to contest the case, ROHC (E) will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to ROHC (E) on demand. Further, the contractor shall ensure that no financial or any other liability comes on ROHC (E) in this respect of any nature whatsoever and shall keep ROHC (E) indemnified in this respect.
2. The contractor shall further keep the ROHC (E) indemnified against any loss to the ROHC (E) Campus and assets. The ROHC (E) shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

E. PENALTIES / LIABILITIES

1. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the Contractor.
2. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Officer-In-Charge, ROHC (E), a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

3. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the ROHC(E) on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.

F. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f.....and shall remain in force initially for a period of three months, which may be extended, up to one / two year(s) including the three months of trial period.
2. That this agreement may be terminated on any of the following contingencies:
 -
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by ROHC(E) on account of :
 - i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Officer-In-Charge, ROHC (E).
 - c) The contractor being declared insolvent by Competent Court of Law.
3. During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.
4. It shall be the duty of the contractor to remove all the persons, deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption/hindrance/problem of any nature for ROHC (E).

G. ARBITRATION

1. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director, NIOH or his nominee.
2. The award of the arbitrator appointed by the Director, NIOH shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, NIOH shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
3. The expression the Officer-In-Charge, ROHC (E) shall mean and include an acting / officiating Officer-In-Charge.
4. The Arbitrator may give interim award(s) and/or directions, as may be required.
5. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

Officer-In-Charge,
ROHC (E) Block-DP1, Sector-V,
Salt Lake, Kolkata-700091
For and on behalf of Director
NIOH, Ahmedabad-380016

For and on behalf of the contractor _____

WITNESSES:

1. Name: _____ Sign. : _____
Address & Contact

2. Name: _____ Sign. : _____
Address & Contact