

Cost of document: Rs.500/-  
Cash Receipt No.\_\_\_\_\_  
Date of purchase\_\_\_\_\_

**TENDER DOCUMENT**

**FOR**

**INVITING BIDS FOR PROVIDING**

**HOUSEKEEPING AND SECURITY**

**SERVICES & OTHER MANPOWER**

**TO**

**STATE INFORMATION COMMISSION,**

**HARYANA**

SCO No. 70-71, Sector 8-C,  
Madhya Marg, Chandigarh-160009.  
Tele No. 0172-2726568  
Fax No. 0172-2783834.  
website : [www.cicharyana.gov.in](http://www.cicharyana.gov.in)  
e-mail [ussichry@yahoo.co.in](mailto:ussichry@yahoo.co.in)

<b><u>NOTICE INVITING TENDERS</u></b>	
NAME OF WORK	PROVIDING HOUSE KEEPING AND SECURITY SERVICES & OTHER MAN POWER i.e. LAW OFFICER, RESEARCH OFFICER, PERSONAL ASSISTANTS, OFFICE ASSISTANTS/READERS, STENO TYPISTS (ENGLISH) /JUNIOR SCALE STENO (BOTH LANGUAGES), CLERK-CUM-COMPUTER & PEONS/DRIVERS/ PROFESSIONALS TO THE STATE INFORMATION COMMISSION, HARYANA, SCO NO. 70-71, SECTOR 8-C, CHANDIGARH.
TIME LIMIT	ONE YEAR
EARNEST MONEY	Rs.25000/-
LAST DATE OF SALE OF TENDER	
LAST DATE OF RECEIPT OF TENDER	
DATE OF OPENING OF TENDER	
PLACE OF OPENING THE TENDERS	O/O THE CHIEF INFORMATION COMMISSIONER, STATE INFORMATION COMMISSION, HARYANA, SCO NO. 70-71, SECTOR 8-C, CHANDIGARH

**STATE INFORMATION COMMISSION, HARYANA,  
SCO NO. 70-71, SECTOR 8-C, CHANDIGARH  
PHONE NO. 0172-2726568.  
([www.cicharyana.gov.in](http://www.cicharyana.gov.in))**

**SHORT TENDER NOTICE**

Sealed tenders on behalf of the State Information Commission, Haryana are invited under two bid system i.e. **“Technical Bid” and “Financial Bid”** from registered, reputed and financially sound Companies, Firms and Cooperative Societies having their offices in **Chandigarh/Panchkula/Mohali**, for providing services of House Keeping, Security, and other manpower including Peons, Drivers, Computer Professionals, Steno Typists (English), Junior Scale Steno (English and Hindi), Office Assistants/Readers and Personal Assistants for a period of one year from 1<sup>st</sup> May, 2015 to 30<sup>th</sup> April, 2016 which can be extended further on the same terms and conditions with the mutual consent of both the parties. Service Provider agencies having at least three years experience in the field and valid licence from Labour and / or the concerned departments of the State/Union Territory and also having ESI/ EPF, Service Tax and PAN/GIR Nos. from the concerned departments of the Government for providing manpower as mentioned above shall be eligible.

The interested parties should send their offers in the specified proforma, which can be obtained from the Commission's office at a cost of Rs. 500/- or by downloading it from the website **www.cicharyana.gov.in**, alongwith Earnest Money of Rs. 25,000/- in the shape of Pay Order or Demand Draft in favour of the State Information Commission, Haryana payable at Chandigarh so as to reach the State Information Commission, Haryana SCO No. 70-71, Sector 8-C, Chandigarh latest by 02.07.2015 **at 3.00 PM**, duly super scribed on envelopes **“Technical Bid” and “Financial Bid” - Tender for providing Manpower**. The Technical Bids will be opened on the same day **at 3.30 PM** in the office of the Commission in the presence of bidders who may like to be present.

The State Chief Information Commissioner, Haryana has the right to accept or reject any/ all tender (s) without assigning any reason.

**Secretary,  
State Information Commission,  
Haryana**

## **TENDER DOCUMENT**

### **1. SCOPE OF WORK**

The scope of work is as under:-

- (i) House Keeping services in the office of the Commission presently on four floors in SCO No. 70-71 and 114-115, Sector 8-C, Chandigarh will be required to be provided on all working days, including the following:-
  - (a) Sweeping of entire area of four floors including stairs.
  - (b) Cleaning and washing of toilets/urinals using deodorants, detergents and disinfectants once in the morning and again in the afternoon. However, toilets and urinals being used by the staff and the general public should be cleaned after every two hours.
  - (c) Acid cleaning of sanitary wares without damaging their shine, Spray of mosquito repellent, disinfectant etc., whenever required.
  - (d) Any other miscellaneous type of work assigned by the officer-in-charge.
- (ii) In case of Chowkidar, the duty hours will be 5.00 PM to 9.00 AM during working days whereas 24 hours watch and ward staff is needed on the Saturday, Sunday and other Gazetted holidays as declared by the Government of Haryana from time to time.
- (iii) In case of Peon, services will be needed from 8.30 AM to 5.30 PM (with normal lunch break) during working days except Saturday, Sunday and other Gazetted Holidays as applicable in Haryana. However, in case officers sit late in the office to dispose of official work the services of engaged persons will be needed till the officers remain in the office. Also in case of emergency, the engaged person will have to attend office on Saturday, Sunday and during Gazetted holidays for which he will be given advance intimation.
- (iv) The Drivers will remain at the disposal of officers and can be called at any time i.e. on Saturday, Sunday and other Gazetted holidays also.
- (v) In case of Clerk-cum-Computer Professionals, Steno typists, Junior Scale Stenographer, Assistants/Readers and Personal Assistants, services will be needed from 9.00 AM to 5.00 PM (with normal lunch break) during working days except Saturday, Sunday and other Gazetted Holidays as applicable in Haryana. However, in case officers sit late in the office to dispose of official work the services of engaged persons should be needed till the officers remain in the office. Also in case of emergency, the engaged person will have to attend office

on Saturday, Sunday and during Gazetted holidays for which he will be given advance intimation.

- (vi) Leave reserve for weekly rest and other holidays/National holidays will be provided by the Service Provider. No extra charges will be paid by the Commission for the above.

## **2. Eligibility criteria:-**

The eligibility criteria will be as under :-

- a) The bidder should have a minimum experience of three years of providing similar services in Central / State Government Departments/Organizations.
- b) The financial turnover of the bidder should be atleast Rs. 100 lac during financial year 2014-2015.
- c) The bidder should not have been blacklisted by any Central / State Government Department / Public Sector Undertaking / Board / Corporation etc.

## **3. Instructions to the bidders**

- (i) Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand Only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Pay Order/Demand Draft of any Scheduled Bank drawn in favour of State Information Commission, Haryana. Bids from the Registered Cooperative Societies will also be accepted alongwith EMD of Rs. 25,000/- as mention above. Tenders not accompanied by EMD of the requisite amount will be summarily rejected.
- (ii) The successful Bidder will be required to deposit performance security of Rs. 5.00 lac within a period of 15 days from the date of issue of letter of offer by the Commission. If the selected bidder, after award of contract, fails to perform the assigned work, his security with the Commission, will be forfeited. The Performance Security Deposit of the service provider will be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and violation of any terms and conditions of the contract as stipulated in the Bid document. Refund of Performance Security Deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract. No interest will be paid to the service provider on the Performance Security Deposit.

- (iii) The Technical Bid and Financial Bid should be submitted in separate envelopes, duly sealed and adequately super scribed.
- (iv) The Bidder will submit the Technical Bids and Financial Bids strictly as per the format enclosed at Annexure 1 and 2 respectively.
- (v) The conditional bids will not be considered and will out rightly be rejected.
- (vi) The service provider should quote the service/administrative charges in percent, to be charged by him over and above the minimum wages fixed from time to time by Deputy Commissioner, Chandigarh under the Minimum Wages Act or such higher wages as deputed to be paid to retired Government employees, taking everything into account including uniforms , TDS and other statutory liabilities and benefits available to the employees under labor welfare laws as applicable in Chandigarh. However, the amount of EPF, ESI and Service Tax shall be paid by the Commission as applicable from time to time, which will be deposited by the service provider in the concerned offices.
- (vii) Each page of the tender form and its enclosures should be given the page No. and signed by the tender as a token of acceptance of terms and conditions of the tender, in the absence of which the tender will be treated as invalid.
- (viii) The bidders are required to enclose photocopies of the following documents duly self attested, alongwith the Technical Bid failing which the Technical Bid will be summarily/out rightly rejected:-
  - (a) Certificate of satisfactory performance from departments/organizations where similar services have been provided by the bidder during last three years.
  - (b) Certificate of Chartered Accountant about turnover of the bidder during 2014-15.
  - (c) Copy of Registration Certificate with appropriate Registration Authority.
  - (d) Copy of Certificate of Registration under the Contract Labour (Regulation and Abolition) Act.
  - (e) Copy of PAN/GIR Card.
  - (f) Copy of EPF Certificate.
  - (g) Copy of ESI Certificate.
  - (i) Copy of Service Tax Registration Certificate.

- (ix) All entries in the Tender Form should be legible and filed clearly, neatly and accurately. Any alteration, erasing or over-writing would make the tender invalid unless the same are neatly carried out and attested.
- (x) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- (xi) The envelope containing the Technical Bid will be opened first on the scheduled date 02.07.2015 **at 3.30 PM** in the office of Commission SCO NO. 70-71, Sector 8-C, Chandigarh in the presence of the representatives of the bidders, who wish to be present on the spot at that time. Necessary clarifications, if any, required by the Commission will be furnished by the Tenderer within the time given by the Commission for the same.
- (xii) Financial Bids of the technically qualified/eligible Bidders only will be opened on the same day or a date and time to be notified later, in the presence of shortlisted bidders or their authorized representatives.
- (xiii) In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working day at the same time and venue.
- (xiv) The Chief Information Commissioner, Haryana reserves the right to accept or reject any/all bids without assigning any reason.
- (xv) The selected bidder will have to execute an agreement on stamp paper of appropriate value.

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

- (i) The contract is likely to commence from 1<sup>st</sup> July, 2015 or such date as may be decided by the Commission and would continue till the expiry of one year from such date. The period of the contract may be extended after the completion of aforesaid period on the same terms and conditions with the mutual consent of both the parties.
- (ii) The qualifications and other requirements of the manpower are as under:-

##### **A. House Keeping**

Detail of Man Power	No. of persons required	Requirements
Law Officer	1	Law Graduate (Professional):, One year's

		practice at Bar, Knowledge of Hindi/Sanskrit upto Matric or higher education. Three years experience on any class III (Group 'C') post in the Haryana Vidhan Sabha Secretariat in case of retired person
Research Officer	1	M.A. (with atleast 50% marks) from a recognized university in Economics or Agriculture Economics or Mathematics or Commerce with Statistics as one of the papers either at the master degree level or at the B.A Honors. School level in case the candidate has also graduate in the Honors School in Mathematics or Four years experience as Superintendent/Private Secretary/ Information and Coordination Officer Relations Officer/Committee Officer/System Analyst in the Haryana Vidhan Sabha Secretariat in case of retired person.
Personal Assistant	As per requirement	i. Graduate of a recognized University or its equivalent. ii. Knowledge of Hindi/Sanskrit upto Metric Standard. iii. English shorthand at a speed of 100 w.p.m. and transcription thereof at a speed of 40 w.p.m. iv. Knowledge of computer – MS office is essential. PREFRENTIAL QUALIFCATION : Knowledge of Hindi shorthand at a speed of 80 w.p.m. and transcription thereof at a speed of 20 w.p.m.
Assistants/Readers	(As per requirement)	i. Graduation of a recognized university or its equivalent. ii. Knowledge of Hindi/Sanskrit upto Matric standard. iii. Knowledge of Computer- Ms Office with typing speed 40 w.p.m
Junior Scale Steno	1	i. 10+2 (vocational) 2 <sup>nd</sup> Division or Graduate of a recognized University or its equivalent. ii. Knowledge of Hindi/Sanskrit upto Matric Standard. iii. English Shorthand and Hindi Shorthand at a speed of 100 & 80 w.p.m respectively and transcription thereof 40 & 20 w.p.m respectively.
Steno Typist (English)	(As per requirement)	i. 10+2 (vocational) 2 <sup>nd</sup> Division or Graduate of a recognized University or its equivalent. ii. Knowledge of Hindi/Sanskrit upto Matric Standard.



		iii. English shorthand at a speed of 80 w.p.m. and transcription thereof at a speed of 35 w.p.m. iv. Knowledge of computer-MS office is essential. <u>PREFERENTIAL QUALIFICATION :</u> Knowledge of Hindi shorthand at a speed of 64 w.p.m. and transcription thereof at a speed of 20 w.p.m.
Clerk-cum-Computer Professionals	(As per requirement)	i. 10+2 (vocational) 2 <sup>nd</sup> Division or Graduate of a recognized University or its equivalent. ii. One year course in computer application/NCVT Certificate or 3 years Diploma in Modern Office Practices/Office Management & Computer Applications or one year ITI course/NCVT in Stenography with Data Punching speed of 8000 key depressions per hour. iii. Speed of typing 40 w.p.m on computer. <u>PREFERENTIAL QUALIFICATION :</u> The Graduate candidate with knowledge of English and Hindi typing on computer will be preferred.
Drivers	10	Ex-Serviceman will be preferred. Should be at least Matriculate. He should have a valid License to drive car/jeep having minimum two years experience of driving and able to do minor repair and maintenance of vehicle.
Peon	25	Should be at least Middle Pass and below the age of 40 years. He should be able to read and write Hindi and English.
Watch and Ward Staff	4	Should be at least Middle Pass and below the age of 45 years. He should be able to read and write Hindi and English. The duty hours will be 5.00 PM to 9.00 AM during working days whereas 24 hours watch and ward staff is needed on the Saturday, Sunday and other Gazetted holidays as declared by the Government of Haryana from time to time. Note : Ex-servicemen will be preferred.
Cleaning Staff	3	Providing cleaning services in SCO No. 70-71 (1 <sup>st</sup> Floor & 2 <sup>nd</sup> Floor) and 114-115 (Ground, 1 <sup>st</sup> Floor & 2 <sup>nd</sup> Floor), Sector 8-C, Chandigarh.

(iii) Based on the requirement of the Commission, the number of manpower may be reduced/increased from time to time.

- (iv) The Service provider will not employ any person below the age of 18 years.
- (v) The service provider will obtain an affidavit from the persons so provided to the Commission that he/she will have no right to get regularize his/her services in the Commission or any other claim before providing the service of the workers to the Commission.
- (vi) All the staff deputed in the Commission should always be in neat and clean uniform provided by the service provider. In case an employee of the service provider is not found in proper uniform, the Commission reserves the right not to allow such person within the premises. The service provider will supply the complete uniforms to the staff in consultation with the Commission within 7 days from the date of entering into contract.
- (vii) All the persons engaged by the service provider should be healthy, physically fit and free from communicable diseases.
- (viii) The antecedents of the personnel deployed by the service provider will be above board.
- (ix) The staff deployed will be issued identity cards by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the service provider will be responsible. The Chief Information Commissioner, Haryana will be at liberty to deduct the amount of such loss from the service provider after holding an enquiry. The decision of the Chief Information Commissioner, Haryana to this effect will be final and binding.
- (x) The staff so deployed will not be changed by the service provider without the approval of the Commission. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the Commission.
- (xi) The Service provider will depute a coordinator, who would be responsible for interaction with the Commission so that optimal services of the persons deployed by the service provider could be availed without any disruption.
- (xii) The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Commission will, in no way, be responsible for settlement of such issues whatsoever. The Commission will not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the service

- provider in the course of their performing the functions/duties, or for payment towards any compensation.
- (xiii) The persons provided to the Commission by the service provider will always remain employees of the service provider for all intents and purposes, and the service provider alone will be liable for any dispute which may have any sort of legal repercussions in a court of law.
  - (xiv) The service provider will communicate the name, parentage, residential address, date of birth, academic qualifications, previous experience etc. along with a photograph of the persons deputed, to the Commission.
  - (xv) In case work or conduct of the deployed manpower is found unsatisfactory he/she will be sent back without assigning any reason. The service provider will be liable to provide his/her replacement on demand within 24 hours.
  - (xvi) The service provider will be responsible for the attendance of his staff in the Commission. In case any staff of the service provider remains absent or granted leave by the service provider he will send/arrange his/her substitute; otherwise a penalty @ Rs.50/- per person per day will be imposed on him, in addition to marking of absence of the person. The penalty so imposed will be deducted from the bill of the service provider for the absence period.
  - (xvii) In case of inability of the service provider to depute manpower in the Commission, the same will be got done from the market at the cost of service provider and the expenditure so incurred will be deducted from the bill of the service provider.
  - (xviii) The Chief Information Commissioner, Haryana or his nominee will be at liberty to check, any time, deployment of staff by the service provider.
  - (xix) The service provider will be responsible for obtaining a licence/renewing the licence, as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act and the Commission will not be responsible for any damages/losses on this account.
  - (xx) The service provider should have been registered with PF authorities and have his own PF code No. under the PP Act and MP Act, 1962.
  - (xxi) The service provider shall be responsible to get the EPF and ESI accounts of all his employees opened and deposit the contributions timely. In case an employees already holds an account, it will be linked/used by the service provide.

- (xxii) The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, Employees State Insurance, Maternity Benefit and other labour laws in respect of the persons deployed by it in the Commission. The service provider will be liable to pay the staff minimum wages as fixed under the Minimum Wages Act by Deputy Commissioner, Chandigarh or at the rate fix by the Commission, as the case may be.
- (xxiii) The service provider will be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Commission to the concerned authorities from time to time as per extant rules and regulations in the matter, except the service tax which shall be paid by the Commission
- (xxiv) In case the service provider fails to comply with any statutory duty/liability under appropriate law, and as a result thereof, the Commission is put to any loss/obligation, monetary or otherwise, the Commission will be entitled to get itself reimbursed out of the outstanding bills and the Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. If any amount is still required to be recovered, the same will recovered through process of Law.
- (xxv) The service provider will maintain all statutory registers under the applicable Laws. The service provider will produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- (xxvi) The service provider will raise invoice/bill per month and submit the same to the Commission by 5<sup>th</sup> of the following month. The service provider will submit, with his monthly bill, a detailed wages sheet showing list of workmen with their names, no. of days worked during the month, wages admissible, EPF/ESI deductions, net amount payable to each employee, evidence of EPS having been made in favor of workmen concerned/cheque having been delivered to him/her and a copy of challan showing deposit of EPF, ESI and service tax in respect of previous month.
- (xxvii) The service provider will be responsible for the payment of statutory liabilities such as EPF/ESI in respect of the manpower deputed by him and service tax as per the prescribed schedule, every month, irrespective of the date of payment by the Commission.
- (xxviii) The payment for successive month will be released on receipt of the evidence of deposition of EPF/ ESI in the workers' accounts for the previous month. If

the service provider does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the Commission will withhold payment or will recover the interest loss to the manpower with the consultation of the authority competent.

- (xxix) The service provider will disburse the wages to the persons deputed by him through EPS mode or by cheque in the Commission's premises in the presence of a person authorized by the Commission on or before the 7<sup>th</sup> of the successive month failing which penalty @ Rs. 1000/- per day will be imposed up to 15<sup>th</sup> of the month and the contract may also be liable to be terminated.
- (xxx) The Tax Deduction at Source (TDS) will be deducted as per the provisions of Income Tax Laws, as applicable from time to time and a certificate to this effect will be provided to the service provider by the Commission.
- (xxxi) No payment will be made in advance by the Commission nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.
- (xxxii) The service provider's responsibilities under this contract will commence from the date of issue of the letter of offer accepting the tender.
- (xxxiii) The service provider would be required to commence the work immediately after receipt of letter of offer.
- (xxxiv) The successful tender will be required to sign the agreement within 10 days from the date of letter of offer.
- (xxxv) The service provider will not be allowed to transfer, assign, pledge or sub contract his rights and liabilities under this contract to any other agency/person without the prior written consent of the Commission.
- (xxxvi) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.
- (xxxvii) The Commission reserves the right to terminate the contract at any time after giving one month's notice to the service provider.
- (xxxviii) The contract can be terminated at any time by the Commission due to deficiency in service by the service provider.

(xxxix) In case any dispute arises during the currency of the agreement, the same will be subject to the arbitration by the Chief Information Commissioner, Haryana whose decision will be final and binding on both the parties.

**Tender for Housekeeping Services & Supply of Man Power in the  
O/o State Information Commission, Haryana, Chandigarh.**

**TECHNICAL BID**

(To be submitted in a separate sealed envelope)

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

9. EPF Registration No. \_\_\_\_\_  
(Attach attested copy)
10. ESI Registration No. \_\_\_\_\_  
(Attach attested copy)
11. Turnover of the bidder during 2014-15 Rs. \_\_\_\_\_ lakhs.  
(Attach attested copy of certificate of CA)
12. Certificates of satisfactory work of similar nature from departments/organizations, during last three years are attached.

13. I/We certify that I/We have read the terms and conditions as given in the tender document. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed by D.C. Chandigarh from time to time under the minimum wages Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance etc to his employees. I/We further undertake that I/We will observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State /UT Contract Labour/(R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or Rules framed thereunder from time to time by the Central or State Government(s) and or any authority constituted by or under any law, for the category of persons deployed by me/us.

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

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

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

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

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

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

Address \_\_\_\_\_

Note: All copies of documents should be self-attested. The original documents should be produced at the time of opening of the Technical Bids.



**ANNEXURE-2**

**Tender for Housekeeping, Security Services & Supply of other Man Power  
to the State Information Commission, Haryana.**

**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

Name and Address of Bidder: \_\_\_\_\_

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

Service / administrative charges (in percentage) to be \_\_\_\_\_ percent charged over and above the minimum wages fixed from time to time by Deputy Commissioner, Chandigarh for various categories of manpower, under the Minimum Wages Act or such higher wages as decided to be paid to retired Government employees.

Note: The EPF, ESI and Service Tax will be paid by the Commission over and above the rates quoted above as per law applicable from time to time.

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

Signature & Seal of the Tenderer

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

Name: \_\_\_\_\_

## SERVICE AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2015, between the Governor of Haryana acting through the Secretary, State Information Commission, Government of Haryana (hereinafter referred to as the "Commission", which expression shall, unless exclude by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and \_\_\_\_\_, a company registered under the Companies Act, 1956/a partnership firm constituted between...../a Society registered under the ..... Act, having its place of business or registered office at Chandigarh (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

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

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

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

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

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

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

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

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

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

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

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

- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement.

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

- (a) All payments made by the Commission shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (b) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this Agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the wages fixed under the Minimum Wages Act, 1948 (Act XI of 1948) by Deputy Commissioner, Chandigarh for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe compliance of all relevant labour laws.
- (c) The Service Provider shall have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the ..... day of every calendar month for verification to the nominated official of department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

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

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

### **5. DISCIPLINE**

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Commission's option, would be subject to verification at any time. The Commission may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Commission shall always have the right and liberty to do surprise inspection at its sites.

- (c) The services rendered by the Service Provider under this Agreement will be under close supervision, co-ordination and guidance of the Commission. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Commission from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/ or claim whatsoever against the Commission. Commission shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Service Provider for any purpose, whatsoever nor would Commission be liable for any claim(s) whatsoever, of any such person(s).

## **6. NATURE OF AGREEMENT**

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

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

## **7. STATUTORY COMPLIANCES**

- (a) Service Provider shall obtain all registration(s)/ permission(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.

- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Commission indemnified against all losses, damages, claims actions taken against Commission by any authority/ office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, it applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

## **8. ACCOUNTS AND RECORDS**

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Commission.
- (b) The Service Provider shall forthwith upon being required by the Commission, allow Commission or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Commission to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Commission. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Commission for such discrepancies or overcharge.

## **9. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Commission as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Commission or otherwise.

- (b) The Service Provider shall at all times indemnify and keep indemnified that Commission against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Commission which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Commission shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Commission against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Commission's premises or before and after that.
- (d) That, if at any time, during the operation of this Agreement or thereafter the Commission is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the Commission all such amounts and costs also and in all such cases/events the decision of the Commission shall be final and binding upon the Service Provider. The Commission shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

## **10. LIABILITIES AND REMEDIES**

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

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

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

## **12. TERM**

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

## **13. TERMINATION**

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



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

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

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

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

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

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

#### **17. SERVICE OF NOTICES**

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

<b>Commission</b>	<b>Service Provider</b>
State Information Commission, Haryana, SCO No. 70-71, Sector 8-C, Chandigarh.	

#### **18. CONFIDENTIALITY**

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

## **19. ENTIRE AGREEMENT**

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

## **20. AMENDMENT/MODIFICATION**

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

## **21. SEVERABILITY**

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

## **22. CAPTIONS**

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

## **23. WAIVER**

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

## **24. FORCE MAJEURE**

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

## **25. DISPUTE RESOLUTION**

This Agreement shall be deemed to have been made/executed at Chandigarh for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Chief Information Commissioner, Haryana. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be.....

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

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

## **27. TWO COUNTERPARTS**

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

## **28. LIST OF ANNEXURE**

Scope of Work

Fees & Charges for the Service

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

**SIGNED, SEALED AND DELIVERED**

WITNESSES

- |    |  |  |
|----|--|--|
| 1. | Signature:<br>Name:<br>Date:<br>Designation: | Signature:<br>Name:<br>Date:<br>Designation      |
| 2. | Signature:<br>Name:<br>Date:<br>Designation: | For and on behalf of this Governor<br>of Haryana |

**SIGNED SEALED AND DELIVERED WITNESSES**

- |    |  |  |
|----|--|--|
| 1. | Signature:<br>Name:<br>Date:<br>Address: | Signature:<br>Name:<br>Date:<br>Address.     |
| 2. | Signature:<br>Name:<br>Date:<br>Address: | For and on behalf of the Service<br>Provider |

## SERVICE AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 2015, between the Governor of Haryana acting through the Secretary, State Information Commission, Government of Haryana (hereinafter referred to as the "Commission", which expression shall, unless exclude by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and \_\_\_\_\_, a company registered under the Companies Act, 1956/a partnership firm constituted between...../a Society registered under the ..... Act, having its place of business or registered office at Chandigarh (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

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

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

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

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

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

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

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

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

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

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

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

- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement.

#### **14. TERMS OF PAYMENT**

- (d) All payments made by the Commission shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (e) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this Agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) or fixed by Deputy Commissioner, Chandigarh for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe compliance of all relevant labour laws.
- (f) The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the ..... day of every calendar month for verification to the nominated official of department. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

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

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

#### **16. DISCIPLINE**

- (e) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Commission's option, would be subject to verification at any time. The Commission may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (f) The Commission shall always have the right and liberty to do surprise inspection at its sites.

- (g) The services rendered by the Service Provider under this Agreement will be under close supervision, co-ordination and guidance of the Commission. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Commission from time to time.
- (h) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/ or claim whatsoever against the Commission. Commission shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Service Provider for any purpose, whatsoever nor would Commission be liable for any claim(s) whatsoever, of any such person(s).

#### **17.NATURE OF AGREEMENT**

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

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

#### **18.STATUTORY COMPLIANCES**

- (d) Service Provider shall obtain all registration(s)/ permission(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.



- (e) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Commission indemnified against all losses, damages, claims actions taken against Commission by any authority/ office in this regard.
- (f) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, it applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

## **19. ACCOUNTS AND RECORDS**

- (c) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Commission.
- (d) The Service Provider shall forthwith upon being required by the Commission, allow Commission or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Commission to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Commission. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Commission for such discrepancies or overcharge.

## **20. INDEMNIFICATION**

- (e) The Service Provider shall at its own expenses make good any loss or damage suffered by the Commission as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Commission or otherwise.

- (f) The Service Provider shall at all times Indemnify and keep indemnified that Commission against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Commission which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Commission shall be as provided hereinbefore.
- (g) The Service Provider shall at all times indemnify and keep indemnified the Commission against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Commission's premises or before and after that.
- (h) That, if at any time, during the operation of this Agreement or thereafter the Commission is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the Commission all such amounts and costs also and in all such cases/events the decision of the Commission shall be final and binding upon the Service Provider. The Commission shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

## **21. LIABILITIES AND REMEDIES**

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

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

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

## **23. TERM**

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

## **24. TERMINATION**

- (i) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited. The Commission reserves the right to terminate the contract at any time after giving one month's notice to the service provider. The contract can be terminated at any time by the Commission due to deficiency in service by the service provider. In case any dispute arises during the currency of the agreement, the same will be subject to the arbitration by the Chief Information Commissioner, Haryana whose decision will be final and binding on both the parties.
- (a) If Service Provider commits breach of any covenant or any clause of this Agreement, Commission may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to Commission for losses or damages on account of such breach.
- (b) The Commission shall have the right to immediately terminate this Agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

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

The terms and conditions mentioned in the tender document, shall in addition be deemed to be part of this Agreement.

#### **18. ASSIGNMENT OF AGREEMENT**

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

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

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

#### **20. SERVICE OF NOTICES**

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

<b>Commission</b>	<b>Service Provider</b>
State Information Commission, Haryana, SCO No. 70-71, Sector 8-C, Chandigarh.	

#### **18. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Commission and it undertakes that it shall not, without Commission's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or

make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

#### **19. ENTIRE AGREEMENT**

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

#### **20. AMENDMENT/MODIFICATION**

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

#### **21. SEVERABILITY**

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

#### **22. CAPTIONS**

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

#### **23. WAIVER**

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

## **24. FORCE MAJEURE**

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

## **25. DISPUTE RESOLUTION**

This Agreement shall be deemed to have been made/executed at Chandigarh for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Chief Information Commissioner, Haryana. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be.....

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

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

## **27. TWO COUNTERPARTS**

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

## **28. LIST OF ANNEXURE**

Scope of Work

Fees & Charges for the Service

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

**SIGNED, SEALED AND DELIVERED**

WITNESSES

- |    |  |  |
|----|--|--|
| 1. | Signature:<br>Name:<br>Date:<br>Designation: | Signature:<br>Name:<br>Date:<br>Designation      |
| 2. | Signature:<br>Name:<br>Date:<br>Designation: | For and on behalf of this Governor<br>of Haryana |

**SIGNED SEALED AND DELIVERED WITNESSES**

- |    |  |  |
|----|--|--|
| 1. | Signature:<br>Name:<br>Date:<br>Address: | Signature:<br>Name:<br>Date:<br>Address.     |
| 2. | Signature:<br>Name:<br>Date:<br>Address: | For and on behalf of the Service<br>Provider |