

Cost of document:
Cash receipt No.
Date of purchase

TENDER DOCUMENT

FOR

INVITING BIDS FOR PROVIDING

HOUSEKEEPING & OTHER

MANPOWER

TO

HARYANA RAJ BHAVAN

Sector-6, Sarovar Path, Chandigarh-160019
Tele No. 0172-2740581 and 0172-2740583
Website: www.haryanarajbhavan.gov.in

NOTICE INVITING TENDERS	
NAME OF WORK	PROVIDING HOUSE KEEPING AND OTHER MAN POWER
TIME LIMIT	ONE YEAR
EARNEST MONEY	Rs.50,000/-
LAST DATE OF SALE OF TENDER	25.06.2018
LAST DATE OF RECEIPT OF TENDER	25.06.2018 (upto 2.00 P.M.)
DATE OF OPENING OF TENDER	25.06.2018 (4.00 P.M.)
PLACE OF OPENING THE TENDERS	O/o THE SECRETARY TO GOVERNOR, HARYANA

Contract for manpower. Skilled, skilled-I, skilled-II and unskilled.

TENDER DOCUMENT

1. SCOPE OF WORK

The scope of work is as under:-

- (i) House Keeping services in the office of the Secretary to Governor, Haryana presently Haryana Raj Bhavan, Sarovar Path, Sector-6, Chandigarh will be required to be provided on all days, including the following:-
 - (a) The tender should be for the manpower of skilled staff, skilled staff-I, skilled staff-II and un-skilled staff, housekeeping and other allied services of Governor's Household including Housemen (Sweepers), Khidmatgars, Room Attendant, House Bearers, Khalasi, Front Desk Associates and Supervisors. Sweeping of entire areas of Haryana Raj Bhavan.
 - (b) Cleaning and washing of toilets/urinals using deodorants, detergents and disinfectants once in the morning and again 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) The House-Keeping staff would be with equipments & without material.
 - (e) Any other miscellaneous type of work assigned by the officer-in-charge.
- (ii) The duty timings will be shift wise as per the requirement (morning, evening & night).
- (iii) 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 Haryana Raj Bhavan 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. Certificate of satisfactory performance from departments /organizations where similar services have been provided by the bidder during last three years.
- (b) The financial turnover of the bidder should be atleast Rs. One Crore during financial year 2015-16, 2016-17 & 2017-18.
- (c) The bidder should not have been convicted, involved in any case of corruption, no criminal case is pending, no FIR is registered against him and never blacklisted by any Central/ State Government Departments/ Organizations.

3. Instructions to the bidders

- (i) Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees fifty thousand), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft of any Scheduled Bank drawn in favour of Secretary to Governor, Haryana. Bids from the Registered Cooperative Societies will also be accepted alongwith EMD of Rs.50,000/- 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.5,00,000/- within a period of 15 days from the date of issue of letter of offer by the Secretary to Governor. If the selected bidder, after award of contract, fails to perform the assigned work, his security with the Secretary to

Governor, 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 taking everything into account including uniforms, TDS and other statutory liabilities and benefits available to the employees under labour welfare laws as applicable in Chandigarh. However, the amount of EPF, ESI and Service Tax shall be paid by the Haryana Raj Bhavan 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. The bidder should have a minimum experience of three years of providing similar services in Central/ State Government Departments/ Organizations.
 - (b) Certificate of Chartered Accountant about turnover of the bidder during 2015-16, 2016-17 & 2017-18.
 - (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.
 - (h) Copy of Service Tax Registration certificate.
- (ix) All entries in the Tender Form should be legible and filled 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 25.6.2018 at 4.00 P.M. in the office of Secretary to Governor, Haryana Raj Bhavan, Sector 6 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 Raj Bhavan will be furnished by the Tenderer within the time given by the Raj Bhavan 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 Secretary to Governor, 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 1st July, 2018 or such date as may be decided by Haryana Raj Bhavan 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	Qualification
Housekeeping un-skilled	30	Middle Pass
Housekeeping skilled-II	2	10+2, One Year experience in House Keeping
Skilled.	6	B.A. Computer knowledge, typing speed 40 WPM

- (iii) Based on the requirement of the Haryana Raj Bhavan, 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 Haryana Raj Bhavan that he/she will have no right to get regularize his/her services in Haryana Raj Bhavan or any other claim before providing the service of the workers to Haryana Raj Bhavan.
- (vi) All the staff deputed in Haryana Raj Bhavan 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 Raj Bhavan reserves the right not to allow such person within the premises. The service provider will supply the complete uniform to the staff in consultation with the Raj Bhavan 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 Secretary to Governor, Haryana will be at liberty to deduct the amount of such loss from the service

provider after holding an enquiry. The decision of the Secretary to Governor 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 Raj Bhavan. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the Haryana Raj Bhavan.
- (xi) The service provider will depute a coordinator, who would be responsible for interaction with the Raj Bhavan 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 persons deployed in Haryana Raj Bhavan will no way be responsible for settlement of such issues whatsoever. The Raj Bhavan 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 Raj Bhavan 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 Raj Bhavan.
- (xv) In case work or conduct of the deployed manpower is found unsatisfactory he will be sent back without assigning any reason. The service provider will be liable to provide his replacement on demand within 24 hours.
- (xvi) The service provider will be responsible for the attendance of his staff in the Raj Bhavan. 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 Raj Bhavan, 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 Secretary to Governor, 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 license, as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act and the Raj Bhavan 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 under intimation to the Haryana Raj Bhavan Authority. In case an employee already holds an account, it will be linked/ used by the service provider.
- (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 in the Haryana Raj Bhavan. 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 fixed by the Haryana Raj Bhavan, 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan.
- (xxiv) In case the service provider fails to comply with any statutory duty/ liability under appropriate law, and as a result thereof, Haryana Raj Bhavan 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 be 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 Haryana Raj Bhavan by 5th 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 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 worker's accounts for the previous month. If the service provider does not produce satisfactory evidence regarding deposition of EPF and ESI dues, Haryana Raj Bhavan 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 Raj Bhavan's premises in the presence of a person authorized by Haryana Raj Bhavan on or before the 7th of the successive month failing which penalty @ Rs. 1,000/- per day will be imposed up to 15th 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 provisions of the Income Tax Laws, as applicable from time to time and a certificate to this effect will be provided to the service provider by Haryana Raj Bhavan.
- (xxxi) No payment will be made in advance by Haryana Raj Bhavan 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 successful tender will be required to sign the agreement within 10 days from the date of letter of offer.
- (xxxiv) 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 Haryana Raj Bhavan.

- (xxxv) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.
- (xxxvi) Haryana Raj Bhavan reserves the right to terminate the contract at any time after giving one month's notice to the service provider.
- (xxxvii) The contract can be terminated at any time by Haryana Raj Bhavan due to deficiency in service by the service provider.
- (xxxviii) In case any dispute arises during the currency of the agreement, the same will be subject to the arbitration by the Secretary to Governor, Haryana whose decision will be final and binding on both the parties.

Tender for Housekeeping Service & Supply of Man Power in the O/o Secretary to
Governor, Haryana Raj Bhavan, Chandigarh

TECHNICAL BID
(To be submitted in 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 contracted:-

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 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,2015-16, 2016-17 & 2017-18
(Attach attested copy of certificate of CA) Rs. _____ Lakhs.
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/activated 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 Employee Provident Fund, Employees State Insurance, Employee 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 category of persons deployed by me/us.

It is further certified that I/We have read over the tender documents and have understood to 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 Technical Bids.

**Tender for Housekeeping & other Manpower services in the office of
Secretary to Governor, Haryana Raj Bhavan**

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.

Dated:-----

Signature & Seal of the Tenderer

Place:-----

Name:-----

DRAFT SERVICE AGREEMENT

THIS AGREEMENT is made on this --- day of ----- of 2018, between the Secretary to Governor, Haryana (hereinafter referred to as the "Haryana Raj Bhavan", 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/Panchkula/Mohali (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 Raj Bhavan under this Agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the Raj Bhavan, 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 satisfactory of the Raj Bhavan;
- c) Shall, on the execution of this agreement and providing services to the Haryana Raj Bhavan, 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 permission/ 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 service shall be final and acceptable by binding upon the Service Provider.

- d) If the Haryana Raj Bhavan 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 Haryana Raj Bhavan.
- 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax, 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 minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act IX of 1948) or fixed by Deputy Commissioner, Chandigarh for the category of workers employed by it from time to time or by the State Govt. and/ or any authority constituted by or under any law. He will observe compliance of all relevant labour laws.
- c) 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 representatives 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan's option, would be subject to verification at any time. The Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Haryana Raj Bhavan 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 Haryana Raj Bhavan. Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan and the Service Provider. The Service Provider shall not any acts, deeds or otherwise represents any person that the Service Provider is representing or acting as agent of Haryana Raj Bhavan, 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 Haryana Raj Bhavan. 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 Haryana Raj Bhavan.
- c) Haryana Raj Bhavan 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 Govt. Rules and regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Haryana Raj Bhavan indemnified against all losses, damages, claims, actions taken against Haryana Raj Bhavan by any authority/ office in this regard.

- c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations a 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 Govt. 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 Haryana Raj Bhavan.
- b) The Service Provider shall forthwith upon being required by the Haryana Raj Bhavan, allow Raj Bhavan 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 Raj Bhavan 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 Raj Bhavan. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan or otherwise.

- b) The Service Provider shall at all times indemnify and keep indemnified that Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 there under 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 Haryana Raj Bhavan shall be as provided hereinbefore.
- c) The Service Provider shall at all times indemnify and keep indemnified the Haryana Raj Bhavan 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 Haryana Raj Bhavan's premises or before and after that.
- d) That, if at any time, during the operation of this agreement or thereafter the Haryana Raj Bhavan 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 Haryana Raj Bhavan all such amounts and costs also and in all such cases/ events the decision of the Haryana Raj Bhavan shall be final and binding upon the Service Provider. The Haryana Raj Bhavan 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 Haryana Raj Bhavan shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Haryana Raj Bhavan 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 year with effect from -----upto ---- and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Haryana Raj Bhavan.

13. TERMINATION

i) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited. The Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 Secretary to Governor, 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, Haryana Raj Bhavan 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 Haryana Raj Bhavan for losses or damages on account of such breach.
- b) The Haryana Raj Bhavan 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.

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 Raj Bhavan 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 Haryana Raj Bhavan 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 Govt. authorities required for running such a business of Service Provider.

b) The Service Provider shall always inform the Haryana Raj Bhavan in writing 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 Raj Bhavan.

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.

HARYANA RAJ BHAVAN	Service Provider
Secretary to Governor, Haryana, Raj Bhavan, Haryana, Sector-6, 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 Haryana Raj Bhavan and it undertakes that it shall not, without Haryana Raj Bhavan'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 modification 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 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 Haryana Raj Bhavan 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 the Secretary to Governor, 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 of 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 RAJ BHAVAN AND THE SERVICE PROVIDER ABOVE SAID HAVE
HEREUNTO SUBSCRIBER 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 | Signature |
| Name: | Name: |
| Date: | Date: |
| Designation | Designation |
| 2. Signature | |
| Name: | For and on behalf of Secretary to Governor, |
| Date: | Haryana |
| Designation | |

SIGNED SEALED AND DELIVERED WITNESSES

- | | |
|--------------|---|
| 1. Signature | Signature |
| Name: | Name: |
| Date: | Date: |
| Designation | Designation |
| 2. Signature | |
| Name: | For and on behalf of the Service Provider |
| Date: | |
| Designation | |