



**GOVERNMENT OF HARYANA**

**HARYANA STATE CHILD PROTECTION  
SOCIETY**

**BAYS NO.15-20, SECTOR-4,  
PANCHKULA**

**WEBSITE: [www.wcdhry.gov.in](http://www.wcdhry.gov.in)**

**Email: [cncp.icps@gmail.com](mailto:cncp.icps@gmail.com)**

**TENDER FOR HR SERVICES**

**Haryana State Child Protection Society**  
**Bays No.15-20, Sector-4, Panchkula**

**Short Term Tender Notice for Outsourcing of Consultancy/HR Services to be engaged in the Haryana State Child Protection Society**

Tender No ...../HSCPS/2017-18,dated \_\_\_\_\_ (Tender No. \_\_\_\_\_ )

Offline bids are hereby invited from eligible and reputed firms, Agencies, Companies, Cooperative Societies and Other Organizations for Outsourcing of Consultancy/HR Services to be engaged in the Haryana State Child Protection Society at Headquarter i.e., Bays No.15-20,Sector-4, Panchkula and Field offices in all districts of Haryana.

Detailed notice indicating instructions, terms and conditions and critical schedule of tender can be downloaded from website [www.wcdhry.gov.in](http://www.wcdhry.gov.in) from 30.07.2018 am on 04.08.2018 onwards

The bids will be opened at 6.08.2018 in the Committee Room, Member Secretary (HSCPS), Sector- 4, Panchkula in the presence of bidders who may wish to be present. The Member Secretary (HSCPS) reserves the right to accept or reject any/all offers without assigning any reason thereof.

Member Secretary,  
Haryana State Child Protection Society  
Panchkula, Haryana

**Note: Haryana State Child Protection Society (HSCPS)**

**RFP for Outsourcing of Consultancy/HR Services to be Engaged in the Society of Child Protection, Panchkula, Haryana through Open Competitive E-Bidding.**

Reference No spl no. 1/CNCP/ICPS/2018

Dated: 28.08.2018

Name and Address of Procuring Entity	Member Secretary, Haryana State Child Protection Society Bays no.15-20,Sector-4, Panchkula-134110
Last Date and Time of Submission of Bid	04.08.2018 till 5:00 pm
Date and Time of Opening of Bids	06.08.2018
Bidding Document Fee	Rs.5000/- (Rupees Five Thousand only)
Bid Validity	120 days from the date of opening of bids.
Name of Bidding Firm/Agency/Company/Co-operative Society	
Contract Person (Authorized Bid Signatory)	
Correspondence Address	
Mobile/Telephone & Fax Nos.	
E-mail Address	

**MEMBER SECRETARY( HARYANA STATE CHILD PROTECTION SOCIETY )BAYS  
NO.15-20,SECTOR-4,PANCHKULA**

**1) Invitation for Notice Inviting Tender (NIT)**

**1.1 Invitation for bids**

Bids are hereby invited from eligible and reputed Firms, Agencies, Companies, Cooperative Societies and Other Organization for Outsourcing of Consultancy/HR Services to be engaged in the Haryana State Child Protection Society, at Headquarter, Bays No. 15-20, Sector-4, Panchkula and Field offices in all districts of Haryana. Details are as under:

<b>Description of work/items</b>	<b>EMD to be deposited by Bidder(Rs. )</b>	<b>Tender Document fee</b>	<b>Last date and time for submission of Earnest Money Deposit(EMD)</b>	<b>Time period of downloading and submission of tender</b>
Out sourcing of Consultancy / HR Services	50,000/- (Rs. Fifty thousand)	5000/- (Five Thousand)	Up to 04.08.2018 till 5:00 PM	From 30.07.2018 at 12 noon to 04.08.2018 till 5:00 pm

**Important Note:**

- i) Applicants/tenderers have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any, Applicant/tenderer fail to complete his/her aforesaid stage in the stipulated time schedule for this stage, his/her Application/tender status will be considered as 'Application/bids not submitted'.
- ii) Applicant/tenderer must confirm & check his/her application/tender status after completion of his/her all activities for bid submission.
- iii) Applicant/tenderer can not re work on his/her tender after completion of preparation & submission.

**1.2 Notice Inviting Bid**

- 1.2.1 The Payment for Tender Document Fee and EMD shall be made by eligible bidder via DD/Cheque drawn on the name Member Secretary, Haryana State Child Protection Society
- 1.2.2 The interested bidders must remit the EMD at least T+1 working day (Transaction+ One working day) in advance i.e. on or before on 03.08.2018

## **2) SCOPE OF WORK**

The work involves providing experienced manpower of various natures at Headquarter of Department and at Haryana State Child Protection Society, Panchkula and all the field offices at various districts of the State of Haryana .The scope may also include additional supply of man power as required by the department. The manpower to be engaged should possess there quisite qualifications, experience in the respective field as per requirement. The Outsourcing Policy of the Government of Haryana will be the guiding policy reservation policy on contractual and out sourcing man power.

### **Note:**

- (i) The number of posts in each category will be as per requirement of the Haryana State Child Protection Society, Panchkula from time to time and for department.
- (ii) All the posts to be engaged will be as per policy engaging/outsourcing of services/activities policy dated 16.02.2009 (as amended) and highly technical and professional posts as required under various schemes of the Department.
- (iii) The Service Provider/Agency shall provide manpower services accordingly as per the demand of the Society.
- (iv) Service Tax /GST, if applicable shall be reimbursed on production of proof by the Service Provider.
- (v) All manpower to be engaged by the Agency must be efficient, skilled (wherever required), honest and conversant with the nature of work. In case of poor performance, the Agency is bound to replace the manpower as per the direction of the Member Secretary (HSCPS), Panchkula Haryana and the officer concerned.
- (vi) In case of one time hiring source the agency may provide a list of one selected candidate and one candidate on waiting.
- (vii) Office Associates/Data Entry Operators must have required competence in computer applications which includes MS-Word, Excel, PowerPoint, Internet etc.

## **3) MINIMUM QUALIFYING/ELIGIBILITY CRITERIA**

1. The tenderers/ Bidders should have a minimum experience of 3 years in Consultancy/HR.
2. The Tenderer should have a good track record with a minimum turnover of Rs. 1.00 Crore in each of the last three financial years. I.e. 2014-15, 2015-16 and 2016-17.
3. The offer should be accompanied by an Earnest Money of Rs. 50,000/-as per e-tendering process.
4. The tenderer should be registered with the Police Department of Haryana under the Private Security Agencies (Regulation) Act. 2005 notified in Haryana on and registration to operate in entire state of Haryana, duly self-

attested, must be submitted with the offer failing which the offer will be summarily rejected.

5. The tenderer must be registered with Income Tax Deptt. Provident Fund Deptt. Labour Deptt. ESI and Service Tax authority and must submit self-attested copies of the following valid documents:-
  - i. Copy of PAN Card issued by the Income Tax Department.
  - ii. Copy of Goods & Service Tax Registration number.
  - iii. Copy of Valid Registration Certificate.
  - iv. Copy of Valid Provident Fund Registration Number.
  - v. Copy of the Valid ESI Registration Number.
  - vi. Valid Labour License(s) for employing manpower of more than 300 Nos.
  - vii. Copies of ITRs of the last three years.
  - viii. Compliance certificate of the last three years regarding EPF, ESI, Labour welfare fund & Service Tax, duly certificate by a Chartered Accountant.
  - ix. Certificate by Chartered Accountant regarding turnover of last 3 years related to Manpower Service only.
6. The tenderer must submit a notarized Affidavit on a Stamp Paper of Rs. 100/- to the effect that it has never been blacklisted any Central or State Organization/PSU/institutions/corporation/establishment.
7. Experience for least 3 years in providing DEO's

#### **Check List at Annexure-‘B’.**

#### **4) Earnest Money Deposit (EMD)**

- a) Every bidder participating in the procurement process will be required to furnish the EMD as specified in the NIT. The EMD shall necessarily accompany the bid.
- b) The EMD of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The EMD originally deposited may, however, be taken in to consideration in case bids are re-invited.
- c) The EMD may be deposited via DD/ Cheque drawn on Member Secretary, Haryana State Child Protection Society.

The EMD must remain valid 60days beyond the original or extended validity period of the bid.
- d) The EMD of unsuccessful bidders shall be refunded soon after final acceptance of successful bid.
- e) The EMD of a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
  - i) When the bidder with draws or modifies its bid after opening of bids;
  - ii) When the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
  - ii) When the bidder fails to commence the supply of the service or execute work as work order with in the time specified;

- iv) When the bidder does not deposit the PSD within the specified period after the work order is placed; and
- v) If the bidder breaches any provision of the code of integrity prescribed for bidders in the bidding document.
- f) Notice will be given to the bidder with reasonable time before EMD is forfeited.
- g) No interest shall be payable on the EMD.
- h) In case of the successful bidder, the amount of EMD will be adjusted in arriving at the amount of the PSD, or refunded if the successful bidder furnishes the full amount of PSD.
- i) The procuring entity shall promptly return the EMD after the earliest of the following events, namely:-
  - i) The expiry of validity of bid security;
  - ii) The execution of agreement for procurement and performance security is furnished by the successful bidder;
  - iii) The cancellation of the procurement process; or
  - iv) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

**5) Downloading of Bidding/Tender Documents**

The downloading of bidding documents shall be commenced from the date of publication and shall be stopped on the date mentioned in the Notice Inviting tender. The complete bidding document shall be placed on the [www.wcdhry.gov.in](http://www.wcdhry.gov.in). The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the bid to the procuring entity.

**6) Withdrawal, Substitution, and Modification of Bids**

- (a) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.
- (b) Bids withdrawn shall not be opened and processed further.

**7) Opening of Bids**

- a) The Bids shall be opened by a Committee of Officers on the date and time mentioned in the NIT in the presence of the bidders or their authorized representatives who wish to be present.
- b) All the documents comprising of Bid shall be opened & downloaded from the website
- c) The Committee shall conduct a preliminary scrutiny of the opened Bids for verification of required documents.

**8) Clarification of Bids**

- (a) To assist in the examination, evaluation, comparison and qualification of the bids, the Committee may, at its discretion, ask any bidder for a

clarification regarding its bid.

- (b) Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the Committee shall not be considered.
- (c) No change in the substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the bids.
- (d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

**9) Selection Criteria**

**9.1 Determination of Responsiveness**

- (a) The Committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.
- (b) The Committee shall examine the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- (c) The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or it contains errors or oversights that can be corrected without touching on the substance of the Bid.

**9.2 Non-material Non-conformities in Bids**

- (a) The Committee may waive any non conformity in the Bid that do not constitute a material deviation, reservation or omission.
- (b) The Committee may rectify non- material non conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

**9.3** The bids will be evaluated on the basis of criteria given in Annexure-C for selection of Service Provider.

**9.4 Service Charge to be given by the Department:**

The department shall pay one-time service charges for recruitment of the personnel to the service provider. The service provider will quote one time charges in percentage to one month salary. **(Financial Format at Annexure G)**

**10) Acceptance of the successful Bid and award of work**

- (a) The procuring entity after considering the recommendations of the Committee shall accept or reject the successful Bid.
- (b) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.



- (c) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder(s) by registered post or email and the bidder(s) will be asked to execute service agreement (Annexure-D) on a non-judicial stamp paper of requisite value and to deposit the amount of PSD within ten days from the date on which the Letter of Acceptance is dispatched to the bidder(s).
- (d) The Work Order will be sent by registered post/email to the address of the bidder(s) given in the bidding document.
- (e) The EMD of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder(s) is signed and his PSD is obtained.

**11) Procuring entity's right to accept or reject any or all Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without there by incurring any liability to the bidders.

**12) Performance Security Deposit(PSD)**

- (a) Prior to execution of an agreement, PSD of Rs.10.00 lakh shall be furnished by the successful bidder(s) in favour of the Member Secretary (HSCPS) payable at par at Panchkula. The PSD shall be in the form of a Bank Guarantee of a scheduled commercial bank as per Annexure-E.
- (b) The PSD shall remain valid for a period of 3 months beyond the date of completion of all contractual obligations of the bidder(s).
- (c) The PSD, in full or part, may be forfeited, including interest, if any, in the following cases:-
  - i) When any of the terms and conditions of the tender document is breached.
  - ii) When the bidder(s) fails to complete the work satisfactorily.
  - iii) When the bidder(s) breaches any provision of the code of integrity prescribed in the tender document.
- (d) Notice will be given to the bidder(s) with reasonable time before PSD Deposited is forfeited.
- (e) No interest shall be payable on the PSD.

**13) Execution of agreement**

- (a) A contract shall come into force from the date on which the work order is dispatched to the bidder(s).
- (b) The successful bidder(s) shall sign a service agreement, within 10 days from the date on which the work order is dispatched to the successful bidder(s), on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Haryana only **as per Annexure-D**.
- (c) If the bidder(s), whose Bid has been accepted, fails to sign the contract or fails to furnish the required PSD within the specified period, the procuring

entity shall take action against the successful bidder as per the provisions of the tender document.

**14) Code of Integrity for Bidders**

(a) The bidders shall observe and follow the code of integrity:-

**A. Prohibiting:**

- i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- ii) Any omission, including any misrepresentation that misleads or attempts to mislead so as to obtain financial or other benefit or avoid an obligation;
- iii) Any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv) Improper use of information shared between the procuring entity and the bidders with an intent to gain an unfair advantage in the procurement process or for personal gain;
- v) Any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- vi) Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vii) Any obstruction of any investigation or audit of a procurement process;

**B. Disclosure of conflict of interest;**

C. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

(b) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:

- i) Exclusion of the bidder from the procurement process;
- ii) calling-off of pre contract negotiations and for forfeiture or encashment of bid security;
- iii) Forfeiture or encashment of any other security or bond relating to the procurement;
- iv) Recovery of payments made by the procuring entity along with interest there on at bank rate;
- v) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- vi) Exclusion of the bidder from participation in future procurements.

**15) GENERAL TERMS AND CONDITIONS OF THE TENDER**

- i. All the instructions contained in the Tender document are important and required to be complied with.
- ii. Please ensure that the Bid Document and Earnest money Deposit (EMD) are to be submitted within time at the concerned authority/ Department.
- iii. The bidders shall submit the hard copy of Bid documents in sealed envelopes. Separate envelopes should be used for Technical bid and Financial bid.
- iv. The Earnest Money Deposit (EMD) Rs .50,000/- (Rs. Fifty thousand Only) Will be accepted in the form of DD/Cheque.
- v. The terms and conditions as laid down in the Service Agreement for the award of contract for outsourcing of services/activities at Annexure-'D'.
- vi. A copy of the terms of payment is at Annexure-'F'.
- vii. A copy of undertaking regarding compliance of statutory obligations is at Annexure-'G'.
- viii. An affidavit regarding non- black listing/non-prosecution is at Annexure-'H'.
- ix. The Service Provider(s), being the employer in relation of persons engaged/employed by him to provide the Service under the Service agreement shall alone be responsible to make the payment of monthly wages/salaries to the persons deployed by him which in any case shall not be less than the minimum wages as fixed or prescribed under the wages Act 1936, minimum wages Act 1948 (Act XI of 1948), contract labour (Regulation & Abolition) Act, 1970 and rules framed there under from time to time or by the state Government and/or any authority constituted any or under any law and observe compliance of all the relevant labour laws. Besides this the Service Provider shall also make the payment of all other statutory dues like employees provident fund, employees state insurance, employees deposit link insurance, bonus, gratuity, maternity leave etc. to his employees.
- x. This tender documents along with Annexure-'A' to 'H' and forwarding letter should be returned intact, along with earnest money deposit (EMD). Each page of the tender document and Annexure 'A' to 'H' should be signed in full by the tenderer (s) and should bear the rubber stamp/seal of the firm affixed on each page any cutting(s)/overwriting(s) etc.. Any infringement of these conditions, the tender shall be rejected.
- xi. The work shall be awarded to the firms/agencies finalized as per selection criteria clause 9.4 HSCPC.
- xii. The tender without earnest money submitted or short of it tender shall not be entertained and rejected straightway.
- xiii. The bid document is not transferable in any case.
- xiv. To comply with the provision of the Income Tax Act, 1961 GST etc. As

applicable or as amended from time to time any other expenses to be incurred in compliance with the provision of the Service agreement such as uniform, identity card, name plates etc.

- xv. The bidder (s) may inspect the Areas/Location, where the Services are to be provided for assessing the work involved on any working day during office hours.
- xvi. This is non transferable contract. Subletting of contract is not allowed under any circumstances.
- xvii. Any attempt direct or indirect to cast influence negotiation on the part of the bidder(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
- xviii. Conditional tenders will not be entertained & are liable to be rejected.
- xix. The jurisdiction of court in case of any dispute in between the procuring entity and the service provider(s) will be at Panchkula, Haryana.
- xx. A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which is or her spouse's near Relative (defined as first blood relations, and their spouses) is posted an officer in any capacity.
- xxi. Any corrigendum and addendum will be displayed only on website.
- xxii. Any amount spent by the department in payment of dues to anybody on behalf of the service provider, will be deducted from the unpaid Bills and the PSD of the service provider. If the service provider or his worker causes any financial loss to the Society due to the negligence or irresponsibility of the service provider or if the Member Secretary of HSCPS will have to pay any rightful amount other workers, such as wages, compensation for any injury or death due to any accident, or any other compensation or penalty, then, the loss, payment of right full amount to workers etc will be deducted from the unpaid Bills and the PSD of the service provider. If the paid amount is more than the unpaid Bills amount and the PSD of the Service provider, the difference will be collected from the service provider by taking a legal action against the service provider.
- xxiii. Under no circumstances, the service provider will employ children on job work. The service provider should take care that no person without permission will be allowed in to the STL at any time.
- xxiv. The workers of the service provider will be treated as neither the permanent or temporary employees of the **HSCPS**. Neither the worker nor the service provider is allowed to stay within the premises of Society after the completion of working hours. Neither the worker nor the service provider can build any hut, she or camp, even on temporary basis to make a residential place for the workers at any premises of the Society.
- xxv. All prevailing rules, regulations, guidelines, instructions etc, pertaining to job work contract, issued by Government of Haryana through its various

resolutions/circulars/letters, shall also be applicable to this tender.

- xxvi. The Member Secretary (HSCPS), Haryana reserves the right to reject any tender or all the tenders without assigning any reason.

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**Instructions to bidder on Electronic Tendering System**

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

**1.1 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the website [www.wcdhry.gov.in](http://www.wcdhry.gov.in)

**1.2 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time shall be binding on all bidders. All activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

**1.8. Assistance to the Bidders: contact through Email i.e**  
[www.wcdhry.gov.in](http://www.wcdhry.gov.in)

## **Annexure-B**

### **CHECKLIST**

#### **DULY FILLED IN / SIGNED TO BE ATTACHED WITH THE TENDER**

Sr. No.	Particulars	Status	
1	Name of the Person/Organization/Firm ,Location of its office with complete address both residential and permanent and Telephone /Fax No.		
2	Status of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/Partnership/Cooperative Society etc.?)		
3	Whether documentary proof, in support of 1 & 2 above be attached?	Yes	No
4	Whether a copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender has been attached?	Yes	No
5	Whether the Tender Fee amounting to Rs.5000/- (Rupees Five thousand only)(Non refundable)	Yes	No
6	Whether the Earnest Money Deposit(EMD)of Rs.50,000/- (Rs. Fifty thousand only) included in the documents?	Yes	No
7	Whether the Technical and Financial Bid has been submitted?	Yes	No
8	Whether an affidavit on the Non-judicial stamp paper Duly Attested by the Executive Magistrate, regarding Non-blacklisting/non-prosecution (Annexure-'H') of firm has been submitted?	Yes	No
9	Whether each page of the tender documents at Annexure 'A' to 'E' and other enclosures as well as cutting(s)/overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter by authorized signatory?	Yes	No
10	Whether last 3 years valid Income tax return along with PAN/TAN/GSTN have been submitted?	Yes	No

11	Whether the self attested copy of Service Tax no. issued by the competent authority has been submitted?	Yes	No
12	Whether a self attested copy of all registration(s), Permission(s), license (s) etc. such as valid Labour License/EPF, ESI &E DLI License/Code Number which is required under any Labour Law and other legislation for providing the Services under the Service agreement have submitted?	Yes	No
13	Whether the list of experience certificates as per Eligibility Criteria mentioned in the tender document have been submitted or not?	Yes	No
14	Whether a copy of the constitution/partnership deed /proprietorship of your firm duly registered with the Registrar of Firms/Companies have been submitted?	Yes	No
15	Whether a copy of audited balance sheet for the last 03 years has been submitted?	Yes	No
16	Copy of valid labour license issued by Government of Haryana.	Yes	No

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

Signature of Tenderer \_\_\_\_\_  
Full Name of the Tenderer \_\_\_\_\_  
Address \_\_\_\_\_

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**Annexure-C**

**SELECTION CRITERIA ON THE BASIS OF TOTAL MARKS(TM) SCORED AS  
PER THE TABLE GIVEN BELOW**

<b>1. Number of years in operations ( Experience)</b>	<b>Max. 10 Marks</b>
a) Upto 3 years	01 marks
b) More than 3 years and upto 10 years	02 marks
c) More than 10 years and upto 14 years	03 marks
d) More than 14 years	04 marks
<b>2. Average turnover of last 3 years</b>	<b>Max. 08 Marks</b>
a) Upto 8 Crores	01 marks
b) More than 8 Crores and upto 25 Crores	02 marks
c) More than 25 Crores and upto 50 Crores	05 marks
<b>3. Average net profile (after tax) for the last 3 years</b>	<b>Max. 16 Marks</b>
a) upto 10 Lakhs	01 marks
b) More than 10 lakhs and upto 25 lakhs	05 marks
c) More than 25 lakhs and upto 50 lakhs	10 marks
<b>4. Number of manpower on rolls</b>	<b>Max. 11 Marks</b>
a) Upto 1000	01 marks
b) More than 1000 and upto 2000	02 marks
c) More than 2000 and upto 3500	03 marks
d) more than 4000	05 marks
<b>5. Quality Related Marks</b>	<b>Max. 16 Marks</b>
a) ISO 9001:2008 or ISO 9001:2015 (Quality Management System)	01 marks
b) ISO 14001:2007 ( Environmental Management System)	02 marks
c) OHSAS 18001:2007 (Occupational Health & Safety Management System)	03 marks
d) DGR Registration (Director General Resettlement)	10 marks
<b>6. Solvency Certificate</b>	<b>Max. 08 Marks</b>
a) Upto 1 Crore	01 marks
b) More than 1 Crore and upto 1.5 Crore	02 marks
c) More than 1.5 Crore and upto 2 Crore	05 marks
<b>7. EPF filed for no. of employees in last 3 months ( Maximum employees of 1 Month will be considered)</b>	<b>Max. 08 Marks</b>
a) 3000 to 4000	01 marks
b) 4000 to 5000	02 marks
c) 5000 and above	05 marks

<b>8. No. of offices in Haryana</b>	<b>Max. 04 Marks</b>
a) 1 Office	01 marks
b) 2 Office	03 marks
<b>9. Valid Contract Labour License under 1970 Act</b>	<b>Max. 09 Marks</b>
a) 0 to 200	01 marks
b) 201 to 500	03 marks
c) 501 or Above	05 marks

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**SERVICE AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Govt. of Haryana, acting through Member Secretary (HSCPS) Haryana, Panchkula (Here in after referred to as the 'MS (HSCPS)'. excluded by or repugnant to the context, be deemed to included its success or sin office and assignees) of the first part and M/s \_\_\_\_\_ accompany registered under the companies Act, 1956 a partnership firm constituted between \_\_\_\_\_ having its place of business Or registered office at \_\_\_\_\_ acting through \_\_\_\_\_ Its Member Secretary/Partner (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning there of 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 on the second part.

WHEREAS the Service Provider is engaged in the business of providing "Outsourcing of Manpower Services".

ANDWHERE AS the Service Provider has expressed his keen desire to provide the said Services to the Member Secretary (HSCPS) Haryana, Panchkula under this agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the' Member Secretary(HSCPS),Haryana, Panchkula the parties hereby enter in to this agreement on the terms and conditions appearing hereinafter.

NOWTHEREFORETHIS AGREEMENT WITNESSEDANDITIS 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:-

- 1.1 Has full capacity, power and authority to enter in to this agreement and during the continuance of this agreement shall continue to have full capacity power and authority to carryout and perform all its duties and obligations as contemplated here in and has already taken and shall and continue to take all necessary and further action(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.
- 1.2Has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this agreement and to the entire satisfaction of the Member Secretary (HSCPS) Haryana, Panchkula Shall on the execution of this agreement and providing Services to the Member Secretary (HSCPS), Haryana, Panchkula not violate, breach and contravene any conditions of any agreement entered with any third parties.
- 1.3Has complied with and obtained necessary permissions / licenses /authorizations under the central state and local authorities and obtained all required permissions/licencesfor carrying out its obligations under this Agreement.

**2. OBLIGATIONS OF THE SERVICE PROVIDER**

- (a) The regularity of the performance of Services 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 Member Secretary (HSCPS) Haryana, Panchkula from time to time.

- (b) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required provide/give the required quality of Services shall be final and acceptable by and binding upon the Service Provider.
- (c) If the Member Secretary(HSCPS), Haryana, Panchkula notice that the personnel of the Service Provider has/have been negligent, careless in rendering the said Service the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(S) and reports of the Member Secretary (HSCPS), Haryana, Panchkula If any of the personnel of the Service Provider indulges in the negligence or any illegal/irregular activity, misconduct etc. the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Member Secretary (HSCPS), Haryana, Panchkula or itself can take action in accordance with law.
- (d) The Service Provider shall furnish a personal guarantee of its Member Secretary/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

### **3. ASSIGNMENTS OF AGREEMENT:-**

The agreement is executed on the basis of the current management structure of the Service Provider there for any assignment of this agreement in part or whole to any third party shall be a ground for termination of this agreement forthwith.

### **4. TERMS**

- (a) This agreement shall be effective initially for a period of 01 year with effect from \_\_\_\_\_to\_\_\_\_\_which is further extendable annually up to a maximum period of 02 years on the same rate term sand condition accepted by the Service Provider subject of satisfactory performance of the Service and statutory compliance of all the terms and condition of this agreement. This will; however be further subject to the approval of the competent authority.
- (b) The Fee payable to service provider will be one time charges paid after the successful recruitment of required manpower.

### **5. SECURITY DEPOSIT:-**

The Service Provider shall be required to deposit 10 lac security deposit in the form of fixed deposit receipt/TDR/CDR from any of the commercial banks in an acceptable form drawn in the name of Member Secretary (HSCPS), Haryana, Panchkula, which shall remain valid for 01 years i.e. covering the total period of contract including 01 years up to which this Service contract may be extended.

### **6. REFUND OF EARNEST MONEY:-**

The earnest money of Rs.50,000/-(Rs. Fifty thousand Only)be deposited at the time of tender and will be refunded to the successful bidder after allotment of work and submission of security deposit 10 lacs.

### **7. FORFEITURE OF SECURITY DEPOSIT:-**

The Member Secretary (HSCPS), Haryana, Panchkula shall have absolute rights and powers for forfeiture of said security deposit/bank guarantee, in case of breach of any clause of this agreement without any prior notice and no claim

what so ever on this count shall be entertained.

**8.COMMENCEMENT OF SERVICES/ACTIVITIES:-**

The Service Provider is required to commence the Services/Activities within 15(fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure a penalty @1%(one percent)per day of the total monthly value of contract shall be imposed from that date of issue of letter of intent for non commencement of the Services/Activities subject of the condition that in no case it shall exceed 5% of the total annual value of the contractor in the case the Service Provider fails to commence the Services/activities within 30 days from the date of issue of letter of intent it will be presumed that he is no more interested in taking over this Service contract and the letter of intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposit including earnest money deposit (EMD) shall stand forfeited. The letter of intent will be issued to L2.

**9. FORMULATION OF MECHANISM AND MONTHLY DUTY / ASSIGNMENT:**

On taking over the responsibility of providing the aforesaid services, the service Provider as well as the persons deployed by him on duty shall be duty bound to carryout the directions/instructions given to him by the Member Secretary (HSCPS), Haryana, Panchkula or any other officer authorized to do so by the Member Secretary (HSCPS), Haryana, Panchkula in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this agreement. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

**10. DETERMINATION OF QUALITY OF SERVICES / ACTIVITIES:-**

The decision of the Member Secretary (HSCPS), Haryana, Panchkula with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The service Provider shall therefore, promptly rectify the defects/deficiencies If any, so pointed out without any extra payment. Member Secretary (HSCPS), Haryana, Panchkula shall also reserves the right to get the Services/Activities or Rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any of all parts of the security deposit/Bank Guarantee as he may think proper. The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the Member Secretary (HSCPS), Haryana, Panchkula

**11. Relationship of Persons deployed by Service provider with Director:-**

The persons deployed by the Service Provider for the executing of this agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the Member Secretary(HSCPS), Haryana, Panchkula either implicitly or explicitly.

**12. Medical Examination and Verification of Character and Antecedents:-**

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and the Service Provider will submit certificate in this regard.

**13. Terms of payment/submission and verification of bills:-**

The terms of payment/submission and verification of bills/fees and charges for the services/activities to be rendered by the Service Provider are at Annexure-‘D’ as agreed to between the parties.

**14. Discipline and Conduct:-**

- a) The Service Provider shall issue Identity Cards indicating his Trading Style(Insignia)at his own cost, to its persons deployed for rendering the services in Member Secretary (HSCPS), Haryana, Panchkula and may be inspected at any time by the officers so authorized by Member Secretary (HSCPS), Haryana, Panchkula. The Member Secretary (HSCPS), Haryana, Panchkula may refuse the entry in to its premises to any personnel of the Service Provider not bearing such Identity Cards.
- b) In case of any of the persons so deployed by the Service Provider does not come in to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Director or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.
- c) The Service Provider shall deploy his employees in such a way that they get weekly rest and other Holidays/National Holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities wit in the Scope of Work at Annexure-‘C’.
- d) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of the Member Secretary (HSCPS), Haryana, Panchkula. The Service provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/deficiencies as pointed out by the authorities time to time.
- e) It is understood between the parties here to that the Service Provider alone shall have the right to take disciplinary action against any person(s)to raise any dispute and or claim what so ever against Member Secretary(HSCPS),Haryana, Panchkula and under no circumstances Member Secretary(HSCPS), Haryana, Panchkula be deemed or treated as the employer in respect of any person(s)engaged/employed by the Service Provider for any purpose, what so ever or would the Member Secretary (HSCPS), Haryana, Panchkula be liable for any claim(s) whatsoever, of any such person(s).
- f) The Service Provider should ensure that the persons so deployed by him in Member Secretary(HSCPS),Haryana, Panchkula and field offices shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Haryana State Child Protection Society, Panchkula from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the Member Secretary (HSCPS), Haryana shall be at liberty to impose a penalty uptoRs.2,00,000/-(Rs. Two Lacs only) for each lapse after

giving him an opportunity of being heard in person. The decision of the Member Secretary (HSCPS) shall be final and binding on the Service Provider. The Member Secretary (HSCPS), Haryana, Panchkula shall have further right to adjust, readjust, or to deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider.

15. Nature of Agreement:-

The parties here to have considered and 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 employee-employer relationship between Member Secretary (HSCPS), Haryana, Panchkula 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 Member Secretary (HSCPS), Haryana, Panchkula except to 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 person employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of Member Secretary(HSCPS), Haryana, Panchkula. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like minimum wages, Employees Provident Fund, Employees deposit link insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.
- c) The Member Secretary (HSCPS), Haryana, Panchkula shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and /or indirectly, in any manner, whatsoever.

16. **Statutory Compliance (s):-**

- a) The Service Provider shall obtain all Registration(s)/permission(s)/License(s) etc. which are/may be required under any labour laws 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 against all losses, damages, claims, actions against Member Secretary (HSCPS), Haryana, Panchkula by any authority/office in this regard.
- c) The Service Provider under takes to comply with the applicable provisions of all welfare legislation and more particularly with the Central Labour (Regulations and Abolition) Act, 1970 and rules framed there under, as applicable for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons 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 laws.

**17. Liabilities and Remedies:-**

- (a) In the event of failure of the Service Provider to provide the services or part there of as mentioned in this Agreement for any reasons what so ever, the Member Secretary(HSCPS) , Haryana, Panchkula shall be entitled to procure services from other sources at the risk and cost of the Service Provider and he shall be liable to pay forthwith to Member Secretary(HSCPS), Haryana, Panchkula the difference of payments made to such other sources besides damages at double the rates of payment made by Member Secretary (HSCPS),Haryana, Panchkula to other sources within a period of 15days from the date of service to notice to this effect. In the event of failure of the Service Provider to deposit damages charges with the Member Secretary(HSCPS), Haryana, Panchkula within the stipulated period of 15 days, the same will be recovered by Member Secretary(HSCPS), Haryana, Panchkula from the pending dues, if any, bank guarantee etc. of the service provider. In addition, the amount of security deposited shall and forfeited in full. The service provider shall also be blacklisted due to nonperformance of the Service Agreement faithfully.
- (b) In the event of exigencies arising due to the death, infirmity, insolvency etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Member Secretary (HSCPS), Haryana, Panchkula may think in public interest.
- (i) Legal heirs in case of sole proprietor.
- (ii) The next partners, in the case of partnership firms, Directors & other persons responsible or managing day to day affairs of company.
- (iii) Otherwise the Member Secretary (HSCPS),Haryana,
- (iv) Panchkula shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

**18. Losses suffered by Service Provider:-**

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

**19. TERMINATION:-**

The contract may be terminated in any of the following contingencies:-A. On the expiry of the contract period, without any notice

B. By giving 01 month notice in case:-

- i) The Service Provider consistently provides unsatisfactory services.
- ii) The Service Provider assigns the services/activities or any part thereof to any other person for sub-letting the whole or a part of the services/activities.
- iii) The Service Provider is declared in solvent by any court of law.
- iv) The Service Provider is not interested to complete/continue the services/activities.
- v) If Service Provider commits breach of any covenant or any clause of this agreement, Member Secretary (HSCPS), Haryana, Panchkula may send a written notice to Service Provider to rectify such breach within the time limit as 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 pay the losses or damages on account of such breach to Member Secretary (HSCPS), Haryana, Panchkula shall have the right to



immediately terminate this agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy protection, appoints receivers, or enters Member Secretary(HSCPS), Haryana, Panchkula vi)The Member Secretary(HSCPS), Haryana, Panchkula shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding 05 years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the competent authority may resort to blacklisting for a period exceeding 05 years or in perpetually if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-

- (a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
- (b) Misappropriation of Government money.
- (c) Advancing a claim on the basis of forged documents.
- (d) Material concealment/suppression off acts or grossm is representation off acts.
- (e) Conviction for an offence involving corruption or any other serious act or conduct etc.

(f)Any other case or situation involving National Security.vii) In the event of termination of this Service Contract, as explained in Para 20(B)(i)to(vi) above, the Member Secretary (HSCPS),Haryana, Panchkula shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall liable to pay for with the Member Secretary (HSCPS),Haryana, Panchkula the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the service provider does not deposit the damages charges with Member Secretary (HSCPS), Haryana, Panchkula within the stipulated period of 15 days, the same will be recovered from his pending dues, If any, Bank Guarantee etc. In addition the amount of security deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Provider. Provided that during the notice for termination of contract, the service provider shall continue to provide the services/activities smoothly as before till the expiry of notice period.

**20. Removal of personnel on termination of Service:-**

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground what so ever and ensure that no person shall create any disruption/hindrance/problem of any nature to the Member Secretary(HSCPS),Haryana, Panchkula and he should immediately handover the vacant possession of his camp office located in Member Secretary(HSCPS),Haryana, Panchkula (both at Headquarter and Field offices)to the authorized officer under his proper receipt.

**21. Composition and address of Service Provider:-**

a) The Service Provider shall furnish to Member Secretary (HSCPS), Haryana, Panchkula, 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 the Service Provider.

b) The Service Provider shall always in form the Member Secretary (HSCPS), Haryana, Panchkula in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with Member Secretary (HSCPS), Haryana, Panchkula.

**22. 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 (es) or such other address(s) as may be intimated from time to time in writing-

Complete address of Department

Complete address of the  
Service Provider.....

Member Secretary (HSCPS)  
Bays no.15-20, Sector-4, Panchkula

**23. Confidentiality:-**

It is understood between the parties here to that during the course of this Service Agreement, The Service Provider may have access to confidential information of Member Secretary (HSCPS), Haryana, Panchkula and he undertakes that he shall not, without Member Secretary (HSCPS), Haryana, Panchkula 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 05 years from the date of expiry of this agreement or earlier termination thereof.

**24. 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.

**25. Amendment/Modification:-**

The parties can amend this Service Agreement or any part thereof 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.

**26. Severability:-**

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

**27. Captions:-**

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

**28. WAIVER:-**

At any time any indulgence or concession granted by Member Secretary (HSCPS), Haryana, Panchkula shall not alter or invalidate this agreement or constitute the waiver of any of the provisions here of after such time, indulgence or concession shall have been granted. Further, the failure of Member Secretary (HSCPS), Haryana, Panchkula 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 of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of Member Secretary (HSCPS), Haryana, Panchkula to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**29. Dispute Resolution:-**

This agreement shall be deemed to have been made/executed at Member Secretary (HSCPS), Haryana, Panchkula 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 arbitrator will be appointed by the Member Secretary (HSCPS), Haryana, Panchkula. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be Member Secretary (HSCPS) Haryana, Panchkula.

**30. Force Majure:-**

- i. Any failure of)omission or commission to carry out the provision of this agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockout sand strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war(whether declare or not)civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force major conditions.
- ii. The Service Provider(s) shall be liable to transfer/deploy their persons to any other Block/Unit of this Institute for providing the similar type of service on their existing terms & conditions of their service agreement, as and when desired by the Member Secretary(HSCPS),Haryana, Panchkula on Administrative Grounds.
- iii. All the Service Provider(s) shall have to co-operate with each other/their counter parts in other module of this institute for providing the similar type of service to deal collectively with any natural calamity, un toward incidences disaster, Law and Order problem etc. as and when such situations o warrants during their contract period without any additional cost of this institute.

**31. Governing Law/Jurisdiction**

The applicable law governing this Service Agreement shall be the law of India. The courts of Panchkula alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Panchkula court shall have jurisdiction in the matter.

**32. Two Counter Parts**

This Agreement is made induplicate. 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 services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider. This Agreement should be got registered by the Service

Provider with the Sub Registrar, Distt. Panchkula on the stamp paper of appropriate value at his own cost.

**IN WITNESS WHERE OF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HEREUN TO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:-**

**SIGNED, SEALED AND DELIVERED**

WITNESSES

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____
2. Signature _____	
Name _____	For and on Behalf of the
Designation _____	Govt. of Haryana
Date _____	

SIGNED, SEALED AND DELIVERED  
WITNESSES

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____
2. Signature _____	
Name _____	For and on Behalf of the
Designation _____	Service Provider
Date _____	

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**PERFORMANCE SECURITY DEPOSIT (PSD) IN THE FORM OF BANK GUARANTEE**

**BANK GUARANTEE FORMAT:**

( To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Haryana State only and to be issued by a Scheduled commercial bank having its branch at Panchkula and payable at par at Panchkula, Haryana)

To,

The Member Secretary (HSCPS)  
Bays no.15-20  
Sector4, Panchkula (Haryana)

1. In consideration of the Haryana State Child Protection Society which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having awarded in favour of M/s.....having registered office at.....herein after referred to as the Service Provider, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, and the same having been unequivocally accepted by the Service Provider and the Service Provider having agreed to provide a Performance Security Deposit in the form of Bank Guarantee for the faithful performance of the entire "Contract" to the **HSCPS** amounting to Rupees ..... (In words) as Performance Security Deposit in the form of Bank Guarantee.
2. We..... (Indicate the name of Bank), do here by undertake to pay Rs.....(Rupees.....only), the amount due and payable under this guarantee without any demur or delay, merely on a demand from the **HSCPS**. Any such demand made on the bank by the **HSCPS** shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the **HSCPS** and We..... (Indicate the name of Bank), bound ourselves with all directions given by **HSCPS** regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We.....(indicate the name of Bank) ,under take to pay to the **HSCPS** any money so demanded not with standing any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating there to, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank)further agree that the performance guarantee herein contained shall remain in full force and effective up to<DATE> and that it shall continue to be in force for above specified period till all the dues of **HSCPS** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

the **HSCPS** certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s)and accordingly discharges this guarantee.

5. We.....(indicate the name of Bank)further agree with the **HSCPS** that the **HSCPS** shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s)from time to time or to postpone for any time or from time to time any of the powers exercisable by the **HSCPS** against the said Contractor(s)and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)or for any forbearance, act or omission on the part of the **HSCPS** or any indulgence by the **HSCPS** to the said Contractor(s)or by any such matter or thing what so ever which would but for this provision, have effect of so relieving us.
6. The liability of us.....(Indicate the name of Bank),under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We.....(indicate the name of Bank),lastly under take not or evoke this guarantee except with the previous consent of the **HSCPS** in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the **HSCPS**. Not with standing anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the **HSCPS** to proceed against the contract or before proceeding against the Bank and the guarantee herein contained shall been force able against the Bank not with standing any security which the **HSCPS** may have obtained or obtain from the contractor.
10. We.....(indicate the name of Bank)verify that we have a branch at Panchkula. We undertake that this Bank Guarantee shall be pay able at any of its branch in Haryana. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. Wehere by confirm that we have the power(s)to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s)and has/have full power(s)to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of  
the<Bank>(indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

Name & address of Bank:.....

Name of contact person of Bank:.....

Contact number: .....

.The above performance Guarantee is accepted by the **HSCPS**

For and on behalf of the  
**HSCPS**

Signature: .....

(Name & Designation) .....

.....

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

Bank Guarantee shall be executed on Rs. 100/- non-judicial Stamp Paper of applicable value in favour of the Member Secretary (HSCPS), Haryana, Panchkula purchased from Haryana State. The Bank Guarantee shall be executed by a Scheduled commercial Bank having branch at Panchkula and payable at par at Panchkula, Haryana only. The instructions are as under:

1. Non Judicial Stamp Paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as non-valid.
2. The contents of Bank Guarantee shall be strictly as per for prescribed by **HSCPS**.
3. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
4. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

**Note: HSCPS: Haryana State Child Protection Society**

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**TERMS OF PAYMENT**

1. The Service Provider, being the employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the D.C. rate Panchkula/concerned districts along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees. The Service Provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act,1936,Contract Labour (Regulation & Abolition) Act,1970, Employees Provident Fund (EPF )Act,1952, Employees State Insurance Act(1948), Payment of Bonus Act,1965, Employees Deposit Link Insurance(EDLI), Payment of Gratuity Act,1972, Maternity Leave Act, 1961,as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central or State Government and/or any other authority constituted by or under any Law, for the category of persons deployed by him.
2. All the payments shall be made by the Member Secretary (HSCPS), Haryana, Panchkula after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

**3. Raising of Bills and Payment there of**

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum-Muster Rolls of the preceding month along with the bill to be submitted by 2<sup>nd</sup> day of every calendar month to the concerned Branch of office of Member Secretary (HSCPS), Panchkula and concerned offices in the State for verification and pre-audit/drawl of payment from the Central Treasury/SBI/since, it is a time consuming process, therefore, the Service Provide shall ensure that payment to his employees is made by him from his owner sources by 7<sup>th</sup> of the month in the presence of authorized representative(s)of the Member Secretary (HSCPS) , Haryana Panchkula and concerned field offices without waiting for the payment of his Wage bills from Member Secretary (HSCPS),Panchkula. However, before disbursing the payment the service provider should get the Acquaintance Roll along with details of cheques /RTGS verified by the concerned Branch/offices. All the payments will be done through Bank like RTGS, no cash transaction will be done.

**4. Format for Raising of Bill:**

The Service Provider shall submit bill for the services/activities rendered as per details/table given below:-

- a)Name of the Services/Activities \_\_\_\_\_
- b) Name & address of the Service Provider \_\_\_\_\_
- c) Award of service Contract No.& Date \_\_\_\_\_
- d) Date of Commencement of the Services/Activities \_\_\_\_\_
- e) Period of Services Contract \_\_\_\_\_
- f) Administrative Charges (in percentage) of \_\_\_\_\_  
Service Contract per month \_\_\_\_\_
- g) Wage bill for the month of \_\_\_\_\_
- h) Bill no. \_\_\_\_\_ &Date \_\_\_\_\_, indicating the following breakup:-



**ANNEXURE-G**

From  
Financial Proposal  
(on Applicant's letter head)  
To  
The Director,  
(Address )

**Re. : Financial Quote in terms of Percentage of the One month's Salary of the employee**

In % .....  
In Words  
.....

- Note :-
- 1. No conditional proposals will be accepted.
  - 2. In case of discrepancy in figures & words, rate quoted in words will be accepted.
  - 3. This cost is inclusive of professional fee, travel, taxes, and boarding and lodging, communication and all other out of pocket expenses.
  - 4. The Financial Proposal excludes the Tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be excluded in the costs shown under Financial Proposal.

Date Signature of Bidder/ Authorized representative  
Seal/ Stamp of the Firm



