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**TENDER DOCUMENT INVITING BIDS  
FOR PROVIDING HOUSEKEEPING,  
SECURITY AND OTHER MANPOWER TO**



**State Information Commission, Haryana**

SCO No. 70-71, Sector 8-C, Madhya Marg, Chandigarh-  
160009.

Tele No. 0172-2726568

Fax No. 0172-2783834.

website : [www.cicharyana.gov.in](http://www.cicharyana.gov.in)

e-mail [ussichry@yahoo.co.in](mailto:ussichry@yahoo.co.in)

**DETAILED NOTICE INVITING TENDERS**

NAME OF WORK	PROVIDING HOUSE KEEPING SERVICES, SECURITY AND OTHER MAN POWER i.e. PEONS/DRIVERS/CLERK-CUM-COMPUTER PROFESSIONALS/STENO TYPISTS/PERSONAL ASSISTANTS TO THE STATE INFORMATION COMMISSION, HARYANA, SCO NO. 70-71, SECTOR 8-C, CHANDIGARH.
TIME LIMIT	ONE YEAR
EARNEST MONEY	Rs.25000/-
LAST DATE OF SALE OF TENDER	
LAST DATE OF RECEIPT OF TENDER	
DATE OF OPENING OF TENDER	
PLACE OF OPENING THE TENDERS	O/O THE CHIEF INFORMATION COMMISSIONER, STATE INFORMATION COMMISSION, HARYANA, SCO NO. 70-71, SECTOR 8-C, CHANDIGARH

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

**SHORT TENDER NOTICE**

Sealed tenders on behalf of the State Information Commission, Haryana are invited under two bid system i.e. **“Technical Bid” and “Financial Bid”** from registered, reputed and financially sound Manpower Companies, Firms, Agencies and Cooperative Societies for providing services of House Keeping, Security, and other man power requirements including Peons, Drivers, Computer Professionals, Steno Typists (English) and Personal Assistants for a period of one year from 1<sup>st</sup> April, 2010 to 31<sup>st</sup> March, 2011 which can be extended for another one year on the same terms and conditions with the mutual consent of both the parties. Service Provider agencies having at least three years experience in the field and valid license from Labour/Home Departments of the State/Union Territory and also having ESI/ EPF/ PPF, Service Tax and PAN/GIR Nos. from the concerned department of the Government for providing various Manpowers as mentioned above shall be eligible.

The interested agencies should send their offers in tender documents to be obtained from the Commission's office with a cost of Rs. 500/- or by downloading it from the website [www.cicharyana.gov.in](http://www.cicharyana.gov.in) and deposit it alongwith Earnest Money of Rs. 25,000/- in the shape of Pay Order or Demand Draft in favour of the State Information Commission, Haryana payable at Chandigarh so as to reach the State Information Commission, Haryana SCO No. 70-71, Sector 8-C, Chandigarh latest by **22.3.2010 at 11.00 AM** duly super scribed on envelope **“Technical Bid” and “Financial Bid” separately- Tender for Housekeeping, Security Services and Other Manpower etc.** The Technical Bids will be opened on the same day **at 11.30 AM** in the office of the Commission in the presence of bidders who may like to be present.

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

**State Information Commission,  
Haryana**

**Format of Vital Information about the Service Provider to the State  
Information Commission, Haryana.**

Name of the Organization/Firm applying for providing outsourcing services	
Postal Address	
Telephone/FAX/Mobile No. of the Organization/Firm.	
Status of the Organization/Firm (Whether Private or Public Sector undertaking or Sole Proprietor or Partnership or Cooperative Society etc) ? The bidder should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
Name and mobile number of the person to be contacted	
Whether the bidder possessed the requisite experience, if yes, give details Separate sheet be attached, if needed.	
Particulars of Licence obtained from Labour/Home Department of the State /UT (With proof)	
Details of PAN/TAN No. obtained (With proof)	
The details of Service Tax No. allotted to organization/firm.	
Details of Registration with the authorities of ESI/EPF/PPF	
Financial resources, assets in terms of tenderer's property (Movable and Immovable) held on the date of submission of tender (Latest audited balance sheet is also be to attached)	
Details of earnest money.	
Declaration in the form of Affidavit that the individual/Firm/Organization was not black listed/prosecuted by any Central/State/UT/Departments/Statutory Bodies or by any Court of Law or any partner or share holder thereof, not directly and indirectly connected with is to be attached.	

**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL  
BID**

1. Application-Technical Bid and declaration.
2. Attested copy of registration of agency.
3. Attested copy of PAN/GIR Card.
4. Attested copy of the latest IT return filed by agency.
5. Attested copy of Service Tax registration certificate.
6. Attested copy of the PF registration letter/certificate.
7. Attested copy of the ESI registration letter/certificate.
8. Certified copy of the statement of bank account of agency for the last six months.
9. Certified documents in support of entries in column of Technical Bid application.
10. Copy of the terms and conditions mentioned in the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**NB- All copies must be attested.**

## 1. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS: -

- (i) The State Information Commission, Haryana (herein after referred to as Commission) SCO No. 70-71 and 114-115, Sector 8-C, Chandigarh requires the services of Registered, reputed, well established and financially sound manpower Companies/Firms/Agencies to provide services of unskilled/skilled manpower in the office of the Commission.
- (ii) The contract is likely to commence from 1<sup>st</sup> April, 2010 and would continue till 31<sup>st</sup> March, 2011. The period of the contract may further be extended for a period of 1 year after the completion of aforesaid period on the same terms and conditions with the mutual consent of both the parties and based on the requirement of this office for the above manpower at that time or may be curtailed/terminated before the contract period owing to deficiency in service or sub standard quality of the material/manpower deployed by the selected Company/Firm/Agency. The Commission, however reserves the right to terminate the contract at any time after giving one month's notice to the selected Company/Firm/Agency.
- (iii) Wages means the rates of wages fixed by the Deputy Commissioner, Chandigarh Administration, Chandigarh (UT) for the trade and employment which covered under the Minimum Wages Act 1948 ( Act No. 11 of 1948).
- (iv) The quoted lump sum (Consolidated amount) per month for this service contract shall remain valid during the entire contract period. However, in case the Deputy Commissioner, Chandigarh Administration, Chandigarh decides to enhance the rates of Wages, the contractor can put his claim by supplying a copy of the decision of the authority for enhancement of wages in respect of manpower deployed.
- (v) House Keeping services including material as indicated in Annexure 3 on three floors in SCO No. 70-71 and 114-115, Sector 8-C, Chandigarh will be required to be provided on all the working days (except Saturday, Sunday and other Gazetted holidays). The nature of service will require the following abilities:-
  - (a) Sweeping of entire area of three floors including stairs.
  - (b) Cleaning and washing of toilets/urinals using deodorants, detergents and disinfectants once in the morning and again in the afternoon. However, toilets and urinals being used by the staff and the general public should be cleaned after every two hours.
  - (c) Acid cleaning of sanitary wares without damaging their shine. Spray of flit etc in the rooms for keeping the rooms free from rats, mosquitoes, cockroaches, flies etc. whenever required.

- (d) Supply of soap and liquid soaps, change of towels daily in the toilets and placing sufficient quantity of naphthalene balls/cakes and odonil in the toilets/urinals. The contractor will ensure that the toiletries mentioned above are available near each wash basin in the buildings.
  - (e) List of items of cleaning materials required is attached herewith as Annexure-3 which is to be arranged by the contractor.
  - (f) Any other miscellaneous type of work assigned by the officer-in-charge.
- (vi) In case of Chowkidar the duty hours will be 5.00 PM to 9.00 AM during working days whereas 24 hours watch and ward staff is needed on the Saturday, Sunday and other Gazetted holidays as declared by the Government of Haryana from time to time.
  - (vii) In case of Peon, services will be needed from 8.30 AM to 5.30 PM (with normal lunch break) during working days except Saturday, Sunday and other Gazetted Holidays as applicable in Haryana. However, in case officers sit late in the office to dispose of official work the services of engaged persons will be needed till the officers remain in the office. Also in case of emergency, the engaged person will have to attend office on Saturday, Sunday and during Gazetted holidays for which he will be given advance intimation.
  - (viii) The Drivers will remain at the disposal of officers and can be called at any time i.e. on Saturday, Sunday and other Gazetted holidays also.
  - (ix) In case of Clerk-cum-Computer Professionals, Steno typists and Personal Assistants services will be needed from 9.00 AM to 5.00 PM (with normal lunch break) during working days except Saturday, Sunday and other Gazetted Holidays as applicable in Haryana. However, in case officers sit late in the office to dispose of official work the services of engaged persons should be needed till the officers remain in the office. Also in case of emergency, the engaged person will have to attend office on Saturday, Sunday and during Gazetted holidays for which he will be given advance intimation.
  - (x) Leave reserver for weekly rest and other holidays/National holidays shall be provided by the Service Provider and no extra charges will be paid by this Commission.
2. The bids have been invited under **two bid system i.e. Technical bid and Financial bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“Technical Bids for Tender for Housekeeping Services and Supply of Manpower for Other Services”** and **“Financial Bids for Tender for the Housekeeping Services and Supply of Manpower for Other Services”** for the Commission’s office SCO NO. 70-71 and 114-115, Sector 8-C, Chandigarh.

3. The Bidder shall have to make available a list of atleast 10 qualified candidates of each category in respect of Drivers, Clerk-cum-Computer Professionals, Steno typists and Personal Assistants alongwith their "**Technical Bid**". All the candidates made available shall be tested/interviewed on a day fixed by the Commission later on and the "**Financial Bid**" shall only be opened of the Company/Firm/Agency whose candidates will be found suitable to the Commission.
4. The earnest money deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand Only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft of any of the Scheduled Bank drawn in favour of State Information Commission, Haryana. Bids from the Registered Cooperative Societies will also be accepted alongwith EMD as per State Government instructions. Tenders not accompanied by earnest money of the requisite amount will be summarily rejected.
5. If the contractor after award of contract fails to perform the assigned work, his full security amount with the Commission, will be forfeited.
6. The Security Deposit of the contractor shall be refunded after successful competition 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. A fund of 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 contractor on the Security Deposit.
7. The Tendering Companies/Firms/Agencies are required to enclose photocopies of the following documents duly attested, alongwith the Technical Bid failing which their Bid shall be summarily/out rightly rejected and will not be considered any further:-
  - (a) Registration Certificate with appropriate Registration Authority.
  - (b) Copy of PAN/GIR Card.
  - (c) Copy of the IT Return filed for the last three Financial years.
  - (d) Copies of EPF and ESI Certificates.
  - (e) Copy of Service Tax Registration Certificate.
  - (f) Certified extracts of Bank Account containing transactions during last six months.
  - (g) Work experience of similar work during the past few years.
8. The conditional Bid shall must not be considered and will out rightly be rejected in the very first instance.
9. All entries in the Tender Form should be legible and filed clearly, neatly and accurately. Any alteration, erasing or over-writing would make tender invalid unless the same are neatly carried out and attested over the signatures of Tenderer. If the space for furnishing

information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

10. The envelope containing Technical Bid shall be opened first on the scheduled date and time **22.3.2010 at 11.30 AM** in the office of Commission SCO NO. 70-71, Sector 8-C, Chandigarh in the presence of the representative of the Companies/Firms/Agencies, who wish to be present on the spot at that time. Technical Bid shall be evaluated by the Commission. Necessary clarification required by the Commission shall be furnished by the Tenderer within the time given by the Commission for the same. Financial Bids of Technical qualified/eligible Bidders meeting all the requisite criterion only shall be opened on a date and time to be notified later in presence of short listed contractors or their authorized representatives.
11. In case the rate fixed for opening of Bids is subsequently declared as holiday by the Government, the Bids will be opened on next working day, however, time and venue remaining unaltered.
12. The Chief Information Commissioner, State Information Commission, Haryana reserves the right to accept or reject any/all Bids without assigning any reason.
13. The Bidder shall quote the Technical and Financial Bids as per the format enclosed at Annexure 1 and 2.

I/We certify that I/We have read the terms and conditions as given in the service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc to his employees. The service provider shall also have to 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, EPPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed thereunder from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

Place: - \_\_\_\_\_  
Dated: - \_\_\_\_\_

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

## Terms and Conditions

Terms and Conditions for Annual Contract for supply of man power - **(a) House Keeping (b) Drivers (c) Clerk-cum-Computer Professions (d) Steno typists (English) (e) Personal Assistant** to the State Information Commission, Haryana. Each page of the tender form and its enclosures should be given the page No. and signed by the tenderer, in the absence of which the tender will be treated as invalid. Tenders submitted without earnest money deposit shall be outrightly rejected. The tenders will be opened as per date mentioned in the NIT in the presence of tenderers or their representatives who wish to be present. In case the date of opening the tender is declared as holiday/closed day, the tenders will be received/ opened on the following working day at the same time: -

### (a) House Keeping

<b>Detail of Man Power</b>	<b>No. of persons required</b>	<b>Requirements</b>
Cleaning Staff	2	Providing cleaning services in SCO No. 70-71 (1 <sup>st</sup> Floor) and 114-115 (Ground & 1 <sup>st</sup> Floor), Sector 8-C, Chandigarh including cleaning items like Jharu, Phenyl, Phenyl Ball, Acid, Duster, Pocha, Odonil, Cube, Whim, Surf, soap (liquid and cakes) Wiper, towels for the toilets and Room Fresheners etc. <b><u>Note: Rates for cleaning services including cleaning material and excluding material should be quoted separately.</u></b>
Peon	16	Should be at least Middle Pass and below the age of 40 years. He should be able to read and write Hindi and English.
Watch and Ward Staff	2	Should be at least Middle Pass and below the age of 45 years. He should be able to read and write Hindi and English. The duty hours will be 5.00 PM to 9.00 AM during working days whereas 24 hours watch and ward staff is needed on the Saturday, Sunday and other Gazetted holidays as declared by the Government of Haryana from time to time. <b><u>Note : Ex-servicemen will be preferred.</u></b>

**(b) Drivers**

<b>Detail of Man Power</b>	<b>No. of persons required</b>	<b>Requirements</b>
Drivers	5	Ex-Serviceman will be preferred. Should be at least Matriculate. He should have a proper LMV valid Licence having minimum two years experience of driving a Light Transport Vehicle and able to do minor repair and maintenance of vehicle.

**(c) Clerk-cum-computer Professional**

<b>Detail of Man Power</b>	<b>No. of persons required</b>	<b>Requirements</b>
Clerk-cum-computer Professionals	5	<p>i. 10+2 (vocational) 2<sup>nd</sup> Division or Graduate of a recognized University or its equivalent.</p> <p>ii. One year course in computer application/NCVT Certificate or 3 years Diploma in Modern Office Practices/Office Management &amp; Computer Applications or one year ITI course/NCVT in Stenography with Data Punching speed of 8000 key depressions per hour.</p> <p>iii. Speed of typing 40 w.p.m on computer.</p> <p style="text-align: center;"><b><u>PREFERENTIAL QUALIFICATION :</u></b></p> <p>The Graduate candidate with knowledge of English and Hindi typing on computer will be preferred.</p>

**(d) Steno Typists**

<b>Detail of Man Power</b>	<b>No. of persons required</b>	<b>Requirements</b>
Steno Typist (English)	4	<p>i. Graduate of a recognized University or its equivalent.</p> <p>ii. Knowledge of Hindi/Sanskrit upto Matric Standard.</p> <p>iii. English shorthand at a speed of 80 w.p.m. and transcription</p>

		<p>iv. Knowledge of computer – MS office is essential.</p> <p><b><u>PREFERENTIAL QUALIFICATION :</u></b></p> <p>Knowledge of Hindi shorthand at a speed of 64 w.p.m. and transcription thereof at a speed of 20 w.p.m.</p>
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**(e) Personal Assistant**

<b>Detail of Man Power</b>	<b>No. of persons required</b>	<b>Requirements</b>
Personal Assistant	<b>2</b>	<p>i. Graduate of a recognized University or its equivalent.</p> <p>ii. Knowledge of Hindi/Sanskrit upto Matric Standard.</p> <p>iii. English shorthand at a speed of 100 w.p.m. and transcription thereof at a speed of 40 w.p.m.</p> <p>iv. Knowledge of computer – MS office is essential.</p> <p><b><u>PREFERENTIAL QUALIFICATION :</u></b></p> <p>Knowledge of Hindi shorthand at a speed of 80 w.p.m. and transcription thereof at a speed of 20 w.p.m.</p>

**NOTE:- ALL THE STAFF SHALL BE INTERVIEWED/TESTED BY THE CHIEF INFORMATION COMMISSIONER, HARYANA AND SHALL BE DEPUTED ONLY AFTER APPROVAL.**

**GENERAL CONDITIONS:**

1. Financial bids of only those tenderers who technically qualified shall be evaluated. This office reserves right to terminate the contract during initial period also after giving a month's notice to the contracting Agency.
2. The contract is likely to commence from 1<sup>st</sup> April, 2010 and would continue till 31<sup>st</sup> March, 2011, unless it is curtailed or terminated by this office owing to deficiency of service, sub standard quality of the material/attendants deployed, breach of contract, reduction or cessation of the requirements of work.
3. The contract shall automatically expire after 31<sup>st</sup> March, 2011 unless extended further by this office.

4. The contract may be extended on the same terms and conditions for a further period not exceeding one year with the mutual consent of both the parties.
5. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledging or sub contract its right and liabilities under this contract to any other agency without the prior written consent of this Commission.
6. The contractor will arrange machines for cleanliness of floors/window panes Venetian blinds etc. Cleaning material of standard company like Hindustan Lever/ISI should be used. Each and every toilet should be equipped with Towels/Odonil/Deodorants/liquid soap/soap cakes/Toilet Cleaners in each bathroom. Keep up of toilets, Washbasin and other sanitary installations etc daily by using detergent/vim and phenyl etc. Placing of naphthalene bolls should be ensured. In case the contractor agency fails to supply labour/cleaning material, a penalty of Rs.200/- per day will be deducted from the bill.  
**However, the rates are required to be quoted including providing of above material and also excluding the above material.**
7. All the staff deputed in the Commission should always be in uniform provided by the contractor. In case the employee of the contractor is not found in proper uniform, the Commission reserves the Right not to allow such person within the premises. The contractor will supply the complete uniforms to the staff in consultation with the Commission within 7 days from the date of entering into contract. The sweepers will also be provided with gum boots.
8. All the persons engaged by the contractor should be healthy, physically fit and free from communicable diseases. Since the headquarter of the State Information Commission, Haryana stationed at Chandigarh, therefore the contractor should quote the consolidated labour charges in respect of staff deputed in the Commission including uniform and other statutory liabilities and benefits such as PF, ESI etc. available to the employees under Labour/Minimum Wage Act as applicable in Chandigarh. Statement of wages worked out may be attached.
9. The contractor shall be responsible for the attendance of his staff in the Commission. In case of any staff of the Contractor remains absent or granted leave by the contractor he will sent/arrange his/her substitute otherwise a penalty of Rs.50/- per day per person will be imposed on him in addition to mark of absent of the person the penalty so imposed will be deducted from the bill of the contractor for the absence period.

10. In case of inability of personnel deputed to the job in this Commission, the same will be got done from the market at the cost of contractor and amount will be deducted from the bill presented in the Commission.
11. In case the contractor discontinues the contract before the expiry of the period his security will be forfeited.
12. In case of emergency, the contractor will be required to depute extra hands without any extra charges.
13. The personnel employed/deputed will be on the pay roll of the contractor and will be employees of the contractor for all intents and purposes. However, the contractor shall communicate the name, parentage, residential address, date of birth, academic qualification, previous experience etc. along with a photograph of the person.
14. The Chief Information Commissioner, Haryana or his nominee shall be at liberty to check any time, deployment of staff by the contractor.
15. The antecedents of the personnel deployed by the contractor shall be above board.
16. The staff deployed will be issued identity card by the contractor which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the contractor will be responsible. The Chief Information Commissioner, Haryana will be at liberty to deduct the amount of such loss from the contractor after holding an enquiry. The decision of the Chief Information Commissioner, Haryana to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract, the contract shall be liable to be cancelled and security will be forfeited. The staff so deployed will not be changed by the contractor without the approval of the Commission. The contractor will ensure that no person shall be deployed on double duty except in emergent circumstances with the prior approval of the Commission.
17. The contractor will pay at least the minimum wages as per wages fixed under the Minimum Wages Act by the Chandigarh Administration, Chandigarh and disburse the wages in the Commission premises in the presence of person authorized by the Commission on or before the 10<sup>th</sup> of each month. The PF/ESI will be deducted on the full wages as per Minimum Wages Act.
18. The contractor will be responsible for the payment of statutory liabilities such as EPF/ESI and other charges etc, if any, in respect of persons deputed in the Commission and will submit

19. The contractor will have to deposit earnest money of Rs.25000/- deposited with the tender in favour of State Information Commission, Haryana in shape of pay order/demand draft payable at Chandigarh. The bids received without earnest money shall out rightly be rejected.
20. The agency awarded annual contract will have to execute an agreement on stamp papers of appropriate value that he will abide by the above terms and conditions during the contract period.
21. The contractor will have to deposit security to the tune of Rs.2.50 lacs in the shape of "Fixed Deposit Receipt" covering the period of contract duly pledged in favour of the State Information Commission, Haryana.
22. The contractor agency will be responsible for obtaining a licence/renewing the licence as the case may be, from the Licencing Authority under the Contract Labour ( Regulation and Abolition Act) and the Commission shall not be responsible for any damages/losses on this account.
23. The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office so that optimal services of the persons deployed by the Agency could be availed without any disruption.
24. All the rules and regulations pertaining to EPF and Labour Laws will be applicable. The contractor should have been registered with PF authorities and have his own PF code No. under the PP Act and MP Act, 1962.
25. The service providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Commission shall, in no way, be responsible for settlement of such issues whatsoever. The Commission shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
26. The Chief Information Commissioner, Haryana reserves the right to terminate this contract at any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
27. That in case of dispute arises in this contract the same shall be subject to arbitration by the Chief Information Commissioner,

## **LEGAL**

28. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the person deployed by it in this office. The payment particulars of Service Tax, EPF, ESI etc of previous month must be submitted alongwith the current month bill.
29. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the State Information Commission, Haryana to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
30. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
31. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
32. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills and the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. If any amount still required to be recovered, the same will be recovered through process of Law.

## **GENERAL CLAUSE**

The workers so provided to the Commission on contract by the contractor shall always remain employees of the contractor for all intents and purposes and the successful tenderer alone shall be liable for any dispute which may have any sought of legal repercussions in a court of law.

Items of work not covered in this document will be mutually discussed. The decision of the Chief Information Commissioner, Haryana, will be final, conclusive and binding on the contractor. In the event of contractor performing any job which according to the contract, is not covered under the rates quoted, then the contractor should get this

confirmed including the charges from the Commission before performing such jobs as far as possible.

**CONTRACTOR TO EXECUTE AGREEMENT**

All the pages of NIT and Annexure shall be signed and stamped by the contractor as a token of acceptance of terms and conditions of the tender. The contractor's responsibilities under this contract will commence from the date of issue of the work order accepting the tender. The contractor would be required to commence the work immediately after receipt of Work Order. The successful tenderer shall be required to sign the agreement within 7 days from the date of receipt from carrying out the work according to the general conditions of the contract and specification of work as may be given in the tender documents and special conditions of the contract. The Commission reserves the right to reject any or all the applications at its sole discretion.

Certified that I /We have read over the tender documents and have understood the contents.

I /We undertake to abide by the terms and conditions as laid down in the tender documents in case the contract is awarded to me/us in the near future.

Signatures with Stamp

Name \_\_\_\_\_ of \_\_\_\_\_ Firm/Agency  
\_\_\_\_\_, Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Phone/ Mobile No. \_\_\_\_\_.

## ANNEXURE 1

### TECHNICAL BID

(To be enclosed in a separate sealed envelope)

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

1. Name of Tendering Company/Firm/Agency: \_\_\_\_\_

(Attach certificate of registration)

2. Name of Proprietor/Director of Company/Firm/Agency

\_\_\_\_\_

3. Full address of Reg. Office

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_ Mobile \_\_\_\_\_

FAX No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

4. Full Address of Operating/Branch Office:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

5. Details of Earnest Money Deposit : Rs. \_\_\_\_\_

D.D. No. & Date: \_\_\_\_\_

Drawn on Bank: \_\_\_\_\_

6. Banker of Company/Firm/Agency with full address

\_\_\_\_\_  
(Attach certified copy of statement of A/c for the last six months)

Telephone Number of Banker: \_\_\_\_\_

7. PAN/GIR No. \_\_\_\_\_

(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. A list of atleast 10 qualified candidates of each category i.e. Drivers, Clerk-cum-Computer Professionals, Steno Typists and Personal Assistants.

12. Financial turnover of the tendering Company/Firm/Agency for the last Three Financial Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)
2006-07	.....
2007-08	.....
2008-09	.....

Remarks, if any

## ANNEXURE 2

### FINANCIAL BID (To be enclosed in a separate sealed envelope)

For the tender for Housekeeping, Security Services & Supply of Other Man Power to the State Information Commission, Haryana.

1. Name/Address of tendering Company/Firm/Agency:

---

2. Rates are to be quoted considering the Minimum Wages Act, 1948 as applicable/ fixed by the Deputy Commissioner, Chandigarh Administration, Chandigarh for Skilled/Unskilled Workers on per month basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc. if any).

Give rate per month for the work inclusive of all kinds of taxes (including Service tax if payable), duties, levies, cess etc. in Rs. In the given format:

The services are as under:

#### Rates to be quoted by the bidder as per cost analysis given below:-

Description	House Keeping		Peon	Chowkidar	Drivers	Clerk-cum-computer professionals	Stenographers	
	with material	without material					Steno Typist	Personal Assistant
Wages (Not less than minimum wages)								
EPF on basic wages (Employer's/Employees Shares including %age)								
ESI on basic wages (Employer's/Employees Shares including %age)								
Income Tax, as applicable								
Service Tax, as applicable								
Administrative/Service Charges i.e. profit of tenderer.								
Any other charges with detail								
Total lump sum (Consolidated amount) of service contract per month.								

***Separate sheet can be used if needed***

8. In case material is to be provided by the agency/Firm rates to be charged per month be also indicated.

Note:

1. The rates quoted are inclusive of all statutory/taxation liabilities in force at the time of submission of bid.

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

Signature & Seal of the Tender

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

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

### ANNEXURE 3

#### LIST OF ITEMS/CLEANLINESS MATERIAL REQUIRED FOR HOUSEKEEPING & SANITATION ETC.

1. Phnyle Liquid
  2. Cleanse Sanitizer
  3. Fixol Sanitizer
  4. Odonil
  5. Liquid soap (homocol)
  6. Vim Powder
  7. Nirma
  8. Surf
  9. Acid
  10. Tat
  11. Duster white
  12. Floor duster mops
  13. Room freshener
  14. Nep balls
  15. Teepot
  16. Thinner
  17. Seasso poish
  18. Mention polish
  19. Flit with flit pump
  20. Homocol cubes
  21. Hariyal Jhadhoo
  22. Phool Jhadhoo
  23. Bandh Jhadhoo
  24. Arrangement for disposal of garbage
  25. Dustbin with lid.
  26. Buckets
  27. Plastic jug
  28. Plastic mugs
  29. Plastic drums
  30. Cob web's removes
  31. Sweeping brush
  32. Sling brush
  33. Scrubbing brushes for various sizes
  36. Camando brush
  37. Cleaning powder
  38. Yellow dusters
  39. Colin
  40. Providing of towels in the toilets
- Any other items required for cleanliness as required form time to time.

## ANNEXURE-4

### **SERVICE AGREEMENT**

THIS AGREEMENT is made on this        day of        2009, between the Governor of Haryana acting through the Secretary, State Information Commission, Government of Haryana (hereinafter referred to as the "Commission", which expression shall, unless exclude by or repugnant to the context, be deemed to include its successors in office and assignees) of        the        first        part and \_\_\_\_\_, a company registered under the Companies Act, 1956 a partnership firm constituted between....., having its place of business or registered office at Chandigarh (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the Survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

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

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

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

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

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

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

- 1.1 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;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this Agreement and to the satisfaction of the Commission;

- 1.3 shall, on the execution of this Agreement and providing services to the Commission, not violate, breach and contravene any conditions of any Agreement entered with any third parties;
- 1.4 has complied with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.

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

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

## **3. TERMS OF PAYMENT**

- (a) Fees and charges for the services to be rendered as agreed to between the parties.

- (b) All payments made by the Commission shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this Agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe compliance of all relevant labour laws.
- (d) 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 1<sup>st</sup> day of every calendar month for verification to the nominated official of Commission. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Commission.

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

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

#### **5. DISCIPLINE**

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Commission's option, would be subject to verification at any time. The Commission may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Commission shall always have the right and liberty to do surprise inspection at its sites.
- (c) The services rendered by the Service Provider under this Agreement will be under close supervision, co-ordination and guidance of the Commission. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Commission from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/ or claim whatsoever against the Commission. Commission shall under no circumstances

## **6. NATURE OF AGREEMENT**

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

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

## **7. STATUTORY COMPLIANCES**

- (a) Service Provider shall obtain all registration(s)/ permission(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this
- (b) Agreement.
- (c) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Commission indemnified against all losses, damages, claims actions taken against Commission by any authority/ office in this regard.
- (d) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, it applicable, for carrying out the purpose of this agreement. The

- (e) The Service Provider shall give an undertaking by the 22<sup>nd</sup> of each month in favour of the Commission that he has complied with all his statutory obligations.

## **8. ACCOUNTS AND RECORDS**

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

## **9. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Commission as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Commission or otherwise.
- (b) The Service Provider shall at all times indemnify and keep indemnified that Commission against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Commission which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or these personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any person whether in the employment of the Service Provider or not, who provided or

- (c) The Service Provider shall at all times indemnify and keep indemnified the Commission against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Commission's premises or before and after that.
- (d) That, if at any time, during the operation of this Agreement or thereafter the Commission is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the Commission all such amounts and costs also and in all such cases/events the decision of the Commission shall be final and binding upon the Service Provider. The Commission shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

**10. LIABILITIES AND REMEDIES**

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

**11. LOSSES SUFFERED BY SERVICE PROVIDER**

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

**12. TERM**

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

### **13. TERMINATION**

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

### **14. ASSIGNMENT OF AGREEMENT**

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

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

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

**16. SERVICE OF NOTICES**

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

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

**17. CONFIDENTIALITY**

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

**18. 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.

**19. 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

**20. SEVERABILITY**

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

## **21. 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.

## **22. WAIVER**

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

## **23. 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.

## **24. DISPUTE RESOLUTION**

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

## **25. 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.

**26. TWO COUNTERPARTS**

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

**27. LIST OF ANNEXURE**

Scope of Work  
Fees & Charges for the Service

IN WITNESS WHEREOF THE COMMISSION 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:<br>Name:<br>Date:<br>Designation: | Signature:<br>Name:<br>Date:<br>Designation      |
| 2. | Signature:<br>Name:<br>Date:<br>Designation: | For and on behalf of this Governor<br>of Haryana |

**SIGNED SEALED AND DELIVERED WITNESSES**

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