



Haryana State Roads and Bridges Development Corporation Ltd.

(A State Government Undertaking)

Bays No. 13-14, Sector-2, Panchkula

Ph: 0172-2585265

NOTICE FOR OUTSOURCING SERVICES

Online bids are hereby invited for Outsourcing various activities in Haryana State Roads & Bridges Corporation Ltd., Bays No. 13-14, Sector-2, Panchkula in two bid system i.e. technical bid and financial bid.

Sr. No.	Name of work	Approximate value	Bid Security	Cost of Tender	E-Service Fees including (GST 18%)
1.	Outsourcing various activities of Haryana State Roads and Bridges Development Corporation Ltd. at its corporate office at Panchkula.	Rs. 2,50,000/- per month.	Rs.10,000/-	Rs.500/-	Rs. 1,118/-

Last date and time for bid preparation and submission is 09.12.2019 upto 5:00 PM For further details please see the website at hsrdc.org.in & <https://etenders.hry.nic.in> or contact undersigned. Prospective bidders are requested to remain updated for any amendments / modification etc. to DNIT document conditions.

Managing Director, HSRDC reserves the right to accept or reject any or all the bids without assigning any reason thereof.

**Deputy General Manager-III
HSRDC, Panchkula.
Mob. No. 8427830773**

DETAIL NOTICE INVITING TENDER

The Haryana State Roads and Bridge Development Corporation invite online bids from eligible bidders on the website: <https://etenders.hry.nic.in> for the works as detailed in the table. e-Tender is invited for below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of work	Approximate value	Bid Security	Cost of Tender	E-Service Fees
1.	Outsourcing various activities of Haryana State Roads and Bridges Development Corporation Ltd. at its corporate office at Panchkula.	Rs. 2,50,000/- per month.	Rs.10,000 /-	Rs.500/-	Rs. 1,118/-

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

The payment for Tender Document Fee and EMD shall be made by eligible bidders through Demand Draft only in favour of Managing Director, HSRDC, Panchkula and e-Service Fee shall be made in favour of Society for IT initiative fund for e-Governance payable at Chandigarh and also mentioned under the Tender Document.

1. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender.
2. The interested bidders must make payment for Tender Document Fee (Non refundable) and EMD through Demand Draft only in favour of Managing Director, HSRDC, Panchkula. Bidder should submit their bids on or before the expiry date & time of the respective events/Tenders at [https:// etenders.hry.nic.in](https://etenders.hry.nic.in).
3. The interested bidders shall have to pay mandatorily e-Service fee (Non refundable) through Demand Draft only in favour of Society for IT initiative fund for e-Governance payable at Chandigarh.

4. The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates schedule.

KEY DATES SCHEDULE

Sr. No.	HSRDC Stage	Contractor Stage	Start date and time	Expiry Date and Time
1.	Release of tender	--	18.11.2019 and 5:00 PM	09.12.2019 upto 5:00 PM
2.		Tender Document Download and Bid Preparation and hash submission	18.11.2019 and 5:00 PM	09.12.2019 upto 5:00 PM
	Manual Submission of Document		10.12.2019 upto 5:00 PM	
3.	Technical Opening	--	11.12.2019	
4.	Technical Evaluation	--	11.12.2019	
5.	Opening of Financial Bid	--	To be intimated later on	

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Financial Bid

The bidders shall quote the prices in price bid format under Financial Bid (Bidder should upload the detail of financial bid in Annexure IV and also submit Annexure-IV in physically in the O/o HSRDC, Panchkula as per key date schedule.

In case financial bid is submitted but Bid Security has not been submitted by any bidder, then bidder would be debarred from further tendering in HSRDC /Haryana PWD (B&R) for a period of minimum 3year.

Adjustment of tender document fees of the Contractors / Agencies:

1. "Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single tender, its acceptance may be considered with proper justification and reasons"
2. Those bidders shall not be required to pay tender document fees, who choose to submit bids again on tender being re-called on account of single tender / bid being received on first call.

CONDITONS:-

- 1) DNIT & Prequalification criteria can be seen on website and also on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The societies shall produce an attested copy of the resolution of the CoOperative department for the issuance of tenders.
- 6) The tender without earnest money/Bid Security/E-service fees will not be opened.
- 7) The jurisdiction of court will be at Panchkula.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected without assigning any reason and no claim whatsoever on this account will be considered.
- 9) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of „**submission of online tender / bid**. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Bids would require to be valid for 120 days from the date of bid closing i.e. from last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next workingday.
- 10) Bid security of Unsuccessful bidders will be returned to the concern bidder.

Important Note for Bidders:

The Bidder should provide the following breakup of the lump sum amount specified there in each component of the cost along with its quantum on basis of calculation.

- a. % Service Charges/Contractor's Charges on wages=_____ (Fixed/revised by the Deputy Commissioner of concerned district from time to time)
- b. Statutory liability of the contractor as per law for the time being in force (including employer share) such as EPF, ESI, etc if any.
- c. GST as per law for the time being in force, if any.
- d. Deduction of taxes at source as per law for the time being in force.
- e. Any other component.

Note: The contractor should mention service charges in % to be charged on D.C rate fixed by concerned Deputy Commissioner from time to time.

**DEPUTY GENERAL MANAGER-III
HSRDC
MOBILE NO.: 84278-30773**

Instructions to bidder on Electronic Tendering System

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

1.Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

2 Obtaining a Digital Certificate:

2.1 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.2 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing). In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

3 Pre-requisites for online bidding:

In order to bid online on the portal <http://etenders.hry.nic.in> the user machine must be updated with the latest Java. The link for downloading latest java applet and DC setup utility is available on the home page under the tab download of the e-tendering portal.

4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <http://etenders.hry.nic.in>.

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-tendering portal.

6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online 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 online Notice Inviting Tenders.

7 Payment of Tender Document Fee, eService fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Payment of Tender Document Fee, EMD can be done through Demand Draft only in favor of Managing Director, HSRDC, Panchkula. E-Service Fee shall be made in favour of Society for IT initiative fund for e-Governance payable at Chandigarh

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope.)

8. ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of etenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

For support related to Haryana Tenders in addition to helpdesk you may also contact on email ID - eproc.nichry@yahoo.com , Tel- 0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787, 0172- 2700275

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://etenders.hry.nic.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <http://etenders.hry.nic.in>., and click on the available link 'System requirement...?' to download the file.



Haryana State Roads and Bridges Development Corporation Ltd.

(A State Government Undertaking)

Bays No. 13-14, Sector-2, Panchkula

Ph: 0172-2585265

e-TENDER

Name of work: Outsourcing services at Haryana State Roads & Bridges Development Corporation Ltd. (HSRDC) Bay No. 13-14, Sector-2, Panchkula.

Online bids in prescribed format are invited from reputed firms/agencies engaged in outsourcing services for various activities of the Corporation

1. Technical Eligibility

(A) Firms with following certificates/registration will be eligible:-

1. It is mandatory for the Firm/Agency to get registration of Establishment/ Institution under Section 13 of the Punjab Shops and Commercial Establishment Act, 1958.
2. Registration certificate under the Contract Labour (Regulation & Abolition) Act.

(B) Experience:-

- (i) Firms must have experience of providing Outsourcing services in various Government/Semi Government/PSUs for last 3 years ending 31.03.2019. Three years experience will be considered from the date of registration of the firm under Section 13 of Punjab Shops and Commercial Establishment Act, 1958. In support of this, the bidder shall submit the copy of work order(s) along with respective completion certificate(s) indicating the successful execution of annual outsourcing work in Govt./Semi Govt./PSU Organizations during last three years ending 31.03.2019. In this regard, bidder shall submit certificate(s) in support of (i) one work of at least Rs. 10 Lacs OR (ii) two works of at least Rs. 06.00 Lacs each OR (iii) three works of at least Rs. 04.00 Lacs each.
- (ii) The firm should not have been blacklisted by any Government Organization/PSU. The firm shall submit an undertaking as per **Annexure-I**.
- (iii) The firm must have a minimum turnover of Rs. 10.00 Lacs each during the last three financial years i.e. 2016-17, 2017-18 & 2018-19. In this regard, the firm shall submit an audited balance sheet for the relevant financial year.

- (iv) **Financial Standing:** Bidder shall furnish a Bank Solvency Certificate from a scheduled bank for an amount of not less than Rs. 2.50Lacs.
2. In case the contractor fails to provide satisfactory services of outsourcing or fails to turn up as required, a penalty at the rate equal to the wages of the outsourcing services per day basis, shall be imposed and deducted from the wages due or EMD/security deposited.
 3. The outsourcing services will be required to perform additional duties on special occasions, without any compensation.
 4. While quoting their charges for providing services the quoted agency may carefully note that the payment to their staff, working in the **Haryana State Roads & Bridges Development Corporation Ltd.** shall be required to be made strictly as per the Minimum Wages Act and in the presence of a representative of the **HSRDC**. The bill of the contractor will be cleared only after completion of this requirement.
 5. The details of Outsourcing services required alongwith minimum qualification are at **Annexure-II** and can be increased or decreased by the Managing Director, **HSRDC**.
 6. Bid is to be submitted in the prescribed application format enclosed as **Annexure- IV** (Technical) and forwarding letter **Annexure-III**
 7. No tender will be accepted at less than 2% service charges. The activity as a whole will be outsourced for which necessary outsourcing services will be provided by the tenderer.
 8. If the name forwarded by the service provider is not found suitable by **HSRDC**, fresh candidate has to be forwarded by the service provider.
 9. The successful service provider has to enter into agreement with **HSRDC** as per terms & conditions mentioned in the draft enclosed as **Annexure-V**.
 10. Service Provider shall obtain all registration(s), permissions(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
 11. 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 Service under this agreement. The Service Provider indemnifies and shall always keep **HSRDC** indemnified against all losses, damages, claims, actions taken against **HSRDC** by any authority/office in this regard.
 12. The Service Provider shall undertake to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff

employed by the Service Provider and shall duly pay all sums of money, to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

13. 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 **HSRDC**.
14. The Service Provider shall forthwith upon being required by the **HSRDC**, allow **HSRDC** 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 co-operate in good faith with the **HSRDC** 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 **HSRDC**. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the **HSRDC** for such discrepancies or overcharge.
15. The Service Provider will provide the facilities for welfare & health of the workers as per Section 16 & 19 of the Contract Labour (Regulation & Abolition) Act-1970 and in the event of deficiency, the office i.e. Principal Employer will provide the same at the cost of Service Provider.
16. The service provider will pay the wages as fixed by the Deputy Commissioner concerned and subsequently revised from time to time. He will maintain at least minimum rates of wages as notified by the Government under the Minimum Wages Act, 1948 without any illegal deduction as specified in the Payment of Wages Act, 1936. The **HSRDC** will release the monthly payment to the Contractor/Service Provider through RTGS and the Contractor will make the payment to the worker through Bank Account and will follow all the provisions of the Wages Act, Minimum Wages Act, Provident Fund, ESI, etc. etc. The payment will be made to the workers by the Service Provider in the presence of a representative of **HSRDC**. However, the Service Provider will be the sole responsible for the payment of wages to the workers in time.
17. The Service Provider will maintain the proper record of wages and leave etc. In case the worker is made to work overtime by the Service Provider then the overtime wages have to be paid extra/other than normal wages at double the rate of wages as per Section 14 of the Minimum Wages Act, 1948 by the Service Provider.
18. The Service Provider will provide a copy of the registration and code number duly registered with the Provident Fund Office/ Department so as to ensure the proper Code Number. The Service Provider must deposit the amount of contribution with the authority regularly every month as per the provision of the Provident Fund Act and a copy of the deposit and the corresponding list must be provided to this office every month for record. The half yearly return in form 3-A and annual return in form 6-A must also be provided to this office. The non deposit of the deducted amount with the authority will entitle the criminal liability under the law.

19. The Service Provider will deposit the ESI contribution with the concerned authorities regularly every month and a copy of the same alongwith the corresponding list will be supplied by the Service Provider. The non deposit of the deducted amount with the authority will entitle the criminal liability under the law.
20. The decision of the Managing Director, HSRDC in matter relating to this contract shall be final and binding on all parties.
21. The HSRDC, without prejudice to its right against the service provider for any inferior workmanship or breach of any of the terms and conditions of the contract may terminate the contract by giving one month notice in writing and get the work done through another contractor or by itself for the left over period of the contract at the risk and cost of the defaulting contractor.
22. All the questions and disputes arising out of relations to the contract or otherwise concerning contract work or execution of failure to execute the contract work whether arising during the period of the contract or after the completion of the abandonment thereof shall be referred to the Managing Director, HSRDC whose decision shall be final and binding in all respect.
23. For all matters, the Managing Director, HSRDC will be the final authority whose orders will be binding in the contract.
24. The HSRDC shall not be liable to pay any compensation on any account of the accident, injury or death sustains by any worker deployed by the contractor and any claim under "Workmen Compensation Act". The contractor shall indemnify the HSRDC on account of above claims.
25. All the statutory deductions in force or coming into in force while making the payment will be made from the bill of contractor.
26. Payment to the workers will be made through RTGS by the service provider and proof of payment will be furnished at the time of claiming of the bill of concerned month along-with proof of deposit of EPF/ESI with concerned department.
27. All the workers shall be issued ESI cards by the service provider.
28. The agency will not be allowed to sublet the work under any circumstances.
29. Any relevant instruction issued by the Labour Department/ Government /Board from time to time on this subject shall also be adhered to by the Service Provider.
30. The contractor shall abide by the instructions/guidelines issued by the Govt. of Haryana, Finance Department from time to time.

31. Notwithstanding the release of payment from **HSRDC** the Service Provider shall release the wages to the workers latest by 7th of every month.
32. The employees of the service provider shall not have the right to claim the absorption/regularization or any other compensation from the State Govt./ **HSRDC**.
33. The offer shall be valid for **120** days from the date of opening of technical bid.
34. The contract period is one year which may, however, be extended by another two years based on the performance of the contractor and mutual consent of the parties.
35. All the taxes in force including GST or coming in to force will be applicable.

Managing Director, HSRDC

Annexure-I



Haryana State Roads and Bridges Development Corporation Ltd.

(A State Government Undertaking)

Bays No. 13-14, Sector-2, Panchkula

Ph: 0172-2585264

Outsourcing services at Haryana State Roads & Bridges Development Corporation Ltd. (HSRDC) Bay No. 13-14, Sector-2, Panchkula

1.	Name of the firm	:
2.	Name of owner/contact person	:
3.	Year of establishment	:
4.	Telephone number	:
5.	Address of the firm	:
6.	Turnover during the last 3 years	:
	: 2016-17 Rs. _____	
	: 2017-18 Rs. _____	
	: 2018-19 Rs. _____	
7.	No. of persons employed indicating designation, qualification and nature of duties. (a separate sheet may be attached)	:
8.	Whether the firm is registered under Act, 1958 and 1970 ? If so, with whom:	:
	(a) Registration No.	:
	(b) Detail of Registration with authorities in ESI/EPF/PPF Deptt. (attested copy of document to be attached)	:
	(c) Income Tax No. (PAN/TAN attach copy)	:
	(d) Experience (mention no. of year)	:
	(e) Detail of service tax no. allocated to the firm (attested copy be attached)	:
	(f) Detail of earnest money	:
9.	Whether willing to operate on trial Basis for six months	:

Certified that the above information is correct to the best of my knowledge. Further, my above firm including its partner and shareholder have not been blacklisted/ disqualified/ debarred from any of the Government/Semi Govt. department or any other agency or by any court of law. We accept all the terms and conditions of the DNIT.

Signature of the owner
Name of the Owner with Seal of firm

REQUIREMENT

Detailed qualification, experience and remunerations

Sr. No.	Name of Post	No. of Persons	Qualification	Fixed Remuneration Per month
1.	Supply of Office Assistant	2	The candidate must be experience as Clerk/Steno-Typist/Junior Scale Stenographer.	DC rates + EPF, ESI & Service Charge
2.	Supply of three Clerk-cum-Computer Operator	3	i) The candidate must be 10+2 pass and having maximum six months course in computer and to work as computer operator and other assign job as per requirement of HSRDC. ii) Preference will be given for the candidate having the knowledge of accounting in Tally Software.	DC rates + EPF, ESI & Service Charge
3.	Supply of two Drivers	2	(i) At least Matric pass with knowledge of Hindi. (ii) Possesses licence for Driving the type of vehicle for which he is a candidate.	DC rates + EPF, ESI & Service Charge
4.	Supply of two Peons	2	Middle	DC rates + EPF, ESI & Service Charge
5.	Supply of one Sweeper	1	Having the knowledge of his job	DC rates + EPF, ESI & Service Charge

Note: The staff can be increased/reduced as per requirement of HSRDC.

FORMAT FOR SUBMISSION OF OFFERS BY THE TENDERS

(To be submitted on agency's Letter Head)

To

The Managing Director
Haryana State Roads & Bridges Development Corporation
Ltd.(HSRDC),
Bay No. 13-14, Sector-2,
Panchkula.

Sir,

We have read, understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for outsourcing services (Office Assistant, Clerk-cum-Computer Operator, Driver& Peon/Sweeper) to perform day-to-day work at **Haryana State Roads & Bridges Development Corporation Ltd. (HSRDC), Bay No. 13-14, Sector-2, Panchkula.**

We, hereby agree to undertake outsourcing services for (Office Assistant,Clerk-cum-Computer Operator, Driver& Peon/Sweeper) for **Haryana State Roads & Bridges Development Corporation** Ltd. (**HSRDC**), as per your requirement as indicated in our financial bid.

Signature
Name
Address of the Agency

Date:

Place:

Encls:As above

Financial Bid

Annuxure IV

Sr.No	Name of Post/Qualification	Quantity (The staff can be increased/reduced as per requirement of HSRDC.)	Units	Wages (As per DC Rate fixed/revised by concerned DC from Time to Time)	EPF (As per law in force including employer share)	ESI (As per law in force)	Contractor's/Service Charge on DC rates fixed by concerned DC from time to time	Rate to be quoted by the bidder including DC rates, EPF, ESI and Service charge (Per Person)	Gross Amount in Rs.
1	Office Assistant The candidate must be experience as Clerk/Steno-Typist/Junior Scale Stenographer. GST shall be applicable at the time of payment.	2	Nos						
2	Clerk-cum-Computer Operator i) The candidate must be 10+2 pass and having maximum six months course in computer and to work as computer operator and other assign job as per requirement of HSRDC. ii) Preference will be given for the candidate having the knowledge of accounting in Tally Software. GST shall be applicable at the time of payment.	3	Nos						

3	Drivers (i) Matric pass with knowledge of Hindi. (ii) Possesses licence for Driving the type of vehicle for which he is a candidate. Five years experience, GST shall be applicable at the time of payment.	2	Nos						
4	Peons Middle GST shall be applicable at the time of payment.	2	Nos						
5	Sweeper Having the knowledge of his job GST shall be applicable at the time of payment	1	Nos						
Total in Figures									

SERVICE AGREEMENT

THIS AGREEMENT is made on this between Haryana State Roads & Bridges Development Corporation Limited, Bays No. 13-14, Sector-2, Panchkula (hereinafter referred to as the "Corporation", which expression shall, unless excluded by or repugnant to the context , be deemed to include its successors in office and assignees) of the first part and

M/s, a Company incorporated under the Companies Act, 1956, having its office at acting through its Director (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to 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 part.

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

AND WHEREAS the Service Provider has expressed his keenness/desire to provide the said services to the Corporation under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Corporation, 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 procedure, infrastructure and capability to perform 'Its obligations in accordance with the terms of this agreement and to the satisfaction of the Government;
- 1.3 shall, on the execution of this agreement and providing services to the Corporation, not violate, breach and contravene any conditions of any agreement entered with any third parties;
- 1.4 has compiled with and obtained necessary permissions/licenses/authorizations under the Central State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The service provider shall operate and provide service to the Corporation at its various sites/Offices on **Six Days** a week from 09:00 am to 05:00 pm (List of services are as prescribed in Annexure-'A').
- (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 Corporation 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 and binding upon the Service Provider.
1. If the Corporation 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 Corporation. if any person sponsored by agency would be required to give at least one month notice for cessation of services. in case the requirement to replace is immediate then one month's salary in lieu of that by Corporation.
- (d) 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 Corporation or itself can take action in accordance with law.
- (e) 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 are at Annexure 'A' as agreed to between the parties.
- (b) All payments made by the Corporation 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 the relevant labour laws.

(d) The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification to the nominated official of Corporation.

(e) **SUBMISSION AND VERIFICATION OF BILLS**

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

4. DISCIPLINE

(a) The Service Provider shall issue identity cards, on its own name and trading style, to its Personnel deputed for rendering the said service, which at Corporation's option, and would be subject to verification at any time. The Corporation 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 Corporation shall always have the right and liberty to do surprise inspection at its sites.

(c) The service rendered by the service Provider under the this agreement will be under close supervision, co-ordination and guidance of the Corporation. The service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Corporation 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 Corporation. Corporation shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service provider for any purpose whatsoever nor would Corporation be liable for any claim(s) whatsoever of any such person(s).

5. 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 Corporation 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 an agent of Corporation, 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 service as mentioned herein, shall be the employees of the Service Provider only and not of the Corporation. The Service Provider shall be liable to make payment to its said employees toward their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance wages, bonus, gratuity etc. The cost of such statutory payments shall be reimbursed by the Haryana State Roads & Bridges Development Corporation Limited, to the Service Provider Company.

- (c) Corporation 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.

6. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/permission(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service under this agreement. The Service Provider indemnifies and shall always keep Corporation indemnified against all losses, damages claim actions taken against Corporation by any authority office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts. And take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 22nd of each month in favour of the Corporation that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'B' to this agreement.

7. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate accounts and records, statement of all its operations and expenses in connection with its functions under this agreement in the manner specified by the Corporation.
- (b) The Service Provider shall forthwith upon being required by the Corporation, allow Corporation 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 Corporation 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 Corporation. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Corporation for such discrepancies or overcharge.

8. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the Corporation 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 Corporation or otherwise.
- (b) The Service provider shall at all times Indemnify and keep indemnified that Corporation 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 Corporation which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other. Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by

the working or their personnel of the Service provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of Service Provider or not who provided or provides the services at the site or any other premises of the Corporation shall be as provided hereinbefore.

- (c) The Service Provider shall at all times indemnify and keep indemnified the Corporation 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 Corporation's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the Corporation 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 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 Corporation all such amounts and costs also and all such cases/events the decision of the Corporation shall be final and binding upon the Service Provider. The Corporation shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

9. LIABILITES AND REMEDIES

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

10. 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.

11. TERM

This agreement shall be effective for a period of **one** year with effect fromupto.....and can be extended further for a period of two years and on such terms and conditions as may be deemed fit and proper by the Corporation.

12. 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 Corporation 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, Corporation 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 stipulated time,

18. 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.

19. 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 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.

20. CAPTIONS

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

21. WAIVER

At any time, any indulgence or concession granted by the Corporation shall not alter or invalidate this agreement 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 Corporation 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 constructed 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 Corporation to enforce the same in part or in the entirety of it. Waiver, if any has to be in writing.

22. 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 dispute and government or public authority's demand or requirements.

23. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at Panchkula for all purposes. In 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, 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 Managing Director of the Corporation. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Panchkula.

24. GOVERNING LAW/JURIDICITION

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

25. 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.

26. LIST OF ANNEXURE

ANNEXURE 'A' Details of services to be rendered along with fee.

ANNEXURE 'B' Undertaking of compliance of all statutory obligation.

IN WITNESS WHEREOF THE CORPORATION AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCTIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLWING WITNESSES:

SIGNED, SEALED AND DELIVERED
WITNESSES

For and on behalf of the
Haryana State Roads and Bridges
Development Corporation Limited,
Bays No 13-14, Sector-2, Panchkula,
Haryana

1. Signatures:

Name:

Date:

Designation:

2. Signatures:

Name:

Date:

Designation:

SIGNED, SEALED AND DELIVERED
WITNESSES

For and on behalf of the Service Provider.

1. Signatures:

Name:

Date:

Designation:

2. Signatures:

Name:

Date:

Designation:

Annexure-A

Sr. No.	Name of the post	Fixed Remuneration (Per person)
1.	Office Assistant	Basic Wages(As per DC Rate fixed/revised by the concerned DC from time to time): EPF (As per law in force including employer share) : ESI (As per law in force): Contractor's/ services charges on DC rate fixed by concerned DC from time to time : GST shall be applicable at the time of payment : Total : (In words _____)
2.	Clerk-cum-Computer Operator	Basic Wages(As per DC Rate fixed/revised by the concerned DC from time to time) : EPF (As per law in force including employer share) : ESI (As per law in force) : Contractor's/ services charges on DC rate fixed by concerned DC from time to time : GST shall be applicable at the time of payment : Total : (In words _____)
3.	Driver	Basic Wages(As per DC Rate fixed/revised by the concerned DC from time to time) : EPF (As per law in force including employer share) : ESI (As per law in force) : Contractor's/ services charges on DC rate fixed by concerned DC from time to time : GST shall be applicable at the time of payment : Total : (In words _____)
4.	Peon	Basic Wages(As per DC Rate fixed/revised by the concerned DC from time to time) : EPF (As per law in force including employer share) : ESI (As per law in force) : Contractor's/ services charges on DC rate fixed by concerned DC from time to time : GST shall be applicable at the time of payment : Total : (In words _____)
5.	Sweeper	Basic Wages(As per DC Rate fixed/revised by the concerned DC from time to time) : EPF (As per law in force including employer share) : ESI (As per law in force) : Contractor's/ services charges on DC rate fixed by concerned DC from time to time : GST shall be applicable at the time of payment : Total : (In words _____)

ANNEXURE-B

We have read, understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for outsourcing services (Office Assistant, Clerk-cum-Computer Operators, Drivers, Peons and Sweeper) to perform day-to-day work at Haryana State Roads & Bridges Development Corporation Ltd. (HSRDC), Bay No. 13-14, Sector-2, Panchkula (HARYANA).

We, hereby agree to undertake outsourcing services for (Office Assistant, Clerk-cum-Computer Operators, Drivers, Peons and Sweeper) for Haryana State Roads & Bridges Development Corporation Ltd. (HSRDC), as per your requirement as indicated in financial bid.

