

MEWAT MODEL SCHOOLS SOCIETY, NUH

TENDER NOTICE

Name of works: Annual Contract for Security Arrangement, Housekeeping and Sanitation Services and Horticulture Maintenance etc. at Mewat Model Schools.

Mewat Model Schools Society, Housing Board Colony, Nuh invites sealed tenders under two bid system from reputed agencies for outsourcing of the manpower for a period of one years. The tender document can be obtained from the office of the Education Officer, Mewat Model Schools Society Housing Board colony, MDA campus Nuh after paying the form fee amounting to Rs. 500/- in cash on any working day between 10:00 AM to 5.00 PM or can be downloaded from the MDA's website www.mda.nic.in. The bidder submitting the downloaded tender shall have to deposit the form's cost in form of Demand Draft of a scheduled bank in favour of Mewat Model Schools Society payable at Nuh along with the tender and Earnest Money of Rs. 20,000/- (refundable) in the form of Demand Draft.

Last date for submission of tender is 22.062015 till 12:00 Noon. The technical Bids shall be opened on the same day at 02:00 PM by the committee authorized by the Competent Authority for this purpose in the office of Education officer in the presence of the bidders who wish to remain present. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same time. The financial bids for the bidders whose technical bid is found complete and confirm the eligibility criteria, shall be opened later. The tenders received after the above mentioned scheduled date and time will not be considered. No tender by fax will be entertained. Conditional tenders will not be accepted.

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Addl. Dy. Commissioner, Mewat
-cum-Vice Chairman,
Mewat Model Schools Society,
Nuh.

General Instructions for Bidders

Name of works: Name of works: Annual Contract for Security Arrangement, Housekeeping and Sanitation Services and Horticulture Maintenance at Mewat Model Schools.

(A) QUALIFICATION CRITERIA:-

1 Eligibility Conditions: Only the eligible bidders can quote rates for the job if they fulfill the eligible criteria as given below:

- a) The bidder should be holder of license under Contract Labour Regulation and Abolition Act, 1970.
- b) The bidder must possess valid EPF and ESI registration number.
- c) The bidder must possess the PAN /TAN for Income Tax purpose in the name of the firm.
- d) The bidder must have minimum three years experience in the field of above mentioned work. The certificates issued by concerned department, establishing the satisfactorily completion/ execution of similar works stating the amount of work executed must be enclosed along with the tender. Copy of award letter shall not be considered as proof of work executed.
- e) The bidder must have Service Tax number from the competent authority.
- f) The bidder must have License under Private Security Agencies (Regulation) Act, 2005 and Haryana Govt. Notification dated 31.08.2009 (Applicable for the bidders bidding for Security Arrangement).
- g) The firm must have turnover of at least Rs. thirty lacs in each financial year and must submit the audited trading, profit & loss account statement and balance sheets for the last three financial year as follows :-
 1. Financial year 2011- 12
 2. Financial year 2012-2013
 3. Financial year 2013-2014
 4. Financial year 2014-2015 (if available)
- h) The bidder shall attach an affidavit that the Contractor/firm has never been de-barred and/or black listed.

2 Technical Bid and Financial Bid:

The tender shall be submitted in sealed cover, consisting of separate technical and financial bid. This sealed cover shall contain Technical Bid and Financial Bid sealed in separate envelopes for the work. All the sealed envelopes shall be clearly marked with name of work, technical or financial bid and name of bidder. The complete tender must be submitted before 12.00 Noon on the same day. The tenders received after due date and time will not be entertained.

3 Earnest Money Deposit (Bid Security):

The contractor/bidder shall deposit the earnest money (Refundable) of Rs. 20000/- in form of DD/Pay order of a scheduled bank in favour of Mewat Model Schools Society payable at Nuh along with tender document. Any tender not accompanied by bid security shall be out rightly rejected. Bid securities (EMD) of the unsuccessful bidders will be returned at the earliest after finalization of the bid.

Bid security shall be forfeited if the bidder withdraws his bid during the process. Bid security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Security within the time frame specified by the Society.

4 One Bid Per Bidder:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5 COST OF BID:-

The tender document can be obtained from the office of the Education Officer, Mewat Model Schools Society Housing Board colony MDA campus, Tauru road Nuh after paying the non refundable tender fee of Rs. 500/- in cash or can be downloaded from the MDA website: www.mda.nic.in. In case of downloaded tender the tender cost in form of Demand Draft/Pay order of a scheduled bank made in favour of Mewat Model Schools Society payable at Nuh shall be deposited along with the tender.

TENDER DOCUMENTS:-

6.1 Contents of Tender documents.

6.1.1 The tender documents comprise of:

(A) Technical Bid:

- 1 Tender Notice
- 2 General Instructions for Bidders; Annexure-1
- 3 General Terms and conditions; Annexure-2
4. Check list for technical bid – Annexure-3
5. Undertaking (on a Non Judicial Stamp Paper of Rs.10/-); Annexure-4
6. Form of Agreement; Annexure-5
7. Tender Form; Annexure-6

(B) FINANCIAL BID:

Financial Bid for various services; Annexure-7, 7A & 7 B

- 7.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the tender document. Failure to furnish all information required the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- 7.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
- 7.1.4 Bids with zero percentage Service charges will not be accepted.

8 PREPARATION OF BID:

8.1. Language.

The bids and all accompanying document shall be in English or in Hindi.

8.2. Documents Comprising the Bid.

- 8.2.1. The tender shall be submitted in sealed cover. This sealed cover shall contain Technical Bid and Financial Bid sealed in separate envelopes for each work. All the sealed envelopes shall be clearly marked with name of work and name of bidder.
- 8.2.2. The complete tender must be submitted before 12:00 Noon on 02.03.2015. The tender received after the due date and time shall not be entertained.

8.3. BID PRICES:-

- 8.3.1. Bidder shall quote the monthly rates for the job in Indian Rupees. The tendered rates include all the liabilities of the contractor such as statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc., cost of uniform and identity cards of personnel deployed by the contractor clearly stated by the contractor. The statutory deductions like income tax, work contract tax etc. (wherever applicable) shall be made from the bills of the contractor.
- 8.3.2. Conditional bids/offers will be summarily rejected.

8.4. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment:-

- 8.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for one year, however the same can be extended on same rates, terms & conditions for another one year or part thereof with written mutual consent of both the parties.

8.7. Format and Signing of Bid:-

- 8.7.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

- 8.7.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 8.7.3 The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Society, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.
- 9. Submission of Bids:-**
- 9.1.1. The bidder shall submit the Technical Bid for work in a separate sealed cover and the Financial Bid for work in another sealed covers duly super scribed and all these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.
- 9.1.2. The sealed cover of Technical Bid should consist of the following documents:-
- (1) Earnest Money Deposit (Bid Security) for the amount Rs 20,000/-.
 - (2) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
 - (3) Self attested copy of PAN/TAN card under Income Tax Act;
 - (4) Self attested copy of Service Tax Registration Number;
 - (5) Self attested copy of Valid Registration No. of the Agency/Firm;
 - (6) Self attested copy of valid Provident Fund Registration Number;
 - (7) Self attested copy of valid ESI Registration Number;
 - (8) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts/Rules;
 - (9) Proof of experience supported by documents from the concerned organizations;
 - (10) Duly filled and signed Annexure 1 to 6.
 - (11) General Instructions and Terms & Conditions
 - (12) Other papers which are part of the Tender Document
 - (13) The DD/Pay Order amounting to Rs.500/- if the bidder submits the tender downloaded from the website.
 - (14) Self attested copy of valid license under Private Security Agencies (Regulation) Act, 2005 and Haryana Govt. Notification dated 31.08.2009 (Applicable for the bidders bidding for Security Arrangement).
- 9.1.3. The sealed cover of Financial Bid for work should contain only the Price bid in original duly filled in figures and words.
- 9.1.4. All the sealed covers shall be addressed to the Vice Chairman Mewat Model Schools Society, Housing Board colony MDA campus Nuh district Mewat (Haryana)
- 9.2. Late and Delayed Tenders:-**
- 9.2.1. Bids must be received in the office of Vice Chairman Mewat Model Schools Society at the address specified above not later than the date and time stipulated in the Tender. The Vice Chairman may, at its discretion, extend the deadline for submission of bids. Any bid received by the Society after the deadline for submission of bids, as stipulated above, shall not be considered. No tender by fax will be entertained.
- 10.1. Bid Opening and Evaluation:-**
- 10.1.1. The authorized representatives of the Society will open the Technical Bids in the presence of the Bidders or their representatives who choose to attend at the appointed place and time.
- 10.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
- 10.1.3. Conditional bids will also be summarily rejected.
- 10.1.4. Financial bids of only the technically qualified bidders will be opened for evaluation.
- 10.1.5. The Financial Bid not conforming to the minimum wages and other statutory obligations like EPF, ESI etc. are liable to be rejected.
- 10.2 Right to accept any Bid and to reject any or all Bids:-**
- 10.2.1. The Mewat Model Schools Society is not bound to accept the lowest or any other bid and may reject any or all the bids without assigning any reason.
- 10.2.2. The Competent Authority may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Govt. Deptt./Institutions/Local Bodies /Municipalities/Public Sector Undertakings, etc.
- 10.2.3. The Competent Authority may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Security or fails to execute the contract agreement.
- 11. Award of Contract:-**
- 11.1. The Competent Authority, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 11.2. The Competent Authority, will communicate the successful bidder that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount, which Society will pay to the contractor in

consideration of the execution of work/services by the contractor as prescribed in the contract.

- 11.3 The successful bidder shall be required to furnish a Security within 7 days of receipt of 'Letter of Offer' for an amount of Rs. 30,000/-
- 11.4 The successful bidder will be required to execute a contract agreement within a period of 7 days from the date of issue of Letter of Offer.
- 11.5. The Competent Authority M.M.SS Nuh reserves the right to award the contract to any agency.

Signature
of the Bidder with seal

General Terms & Conditions

- 1 In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of the absent personnel on that particular day shall be levied by the Society and the same shall be deducted from the contractor's bills.
- 2 In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 1 above shall be levied.
- 3 In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.
- 4 In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract the Competent Authority reserves the right to forfeit the Security and the firm will be black listed for a period of four years from participating in such type of tender.
5. Atleast 50% security guards deployed for security should be ex-servicemen with the documentary proof.
6. The Competent Authority reserves the right to cancel or reject all or any of the tender without assigning any reason.
- 7 Any act on the part of the tenderer to influence anybody in the Mewat Model Schools Society is liable to rejection of his tender.
8. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
9. The minimum age for deployment of Security Personnel shall not be less than 20 years with good physique.
10. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.
11. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), EPF, ESI, Bonus, Gratuity, Leave etc. with regard to the personnel engaged by him. It will be the responsibility of the contractor to provide details of manpower deployed by him, to get issued ESI cards to its employees and the contractor will have to provide information to its employees regarding the amount deposited/accumulated in their EPF account at regular intervals under the EPF rules/regulations.
12. Mewat Model Schools Society shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
13. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
14. The Contractor will maintain a register in which day-to-day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
15. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
16. The contractor and its staff shall take proper and reasonable precautions to prevent any loss, destruction, waste, damage, theft or misuse the areas of responsibility given to them by the School/Society.
17. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors, especially with female /staff/visitors and should project an image of utmost discipline. The Society shall have right to have any person removed in case of complaints or as decided by representative of the Society if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.

18. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
19. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws or Regulations, be directed to be paid by the Society, such money shall be deemed to be payable by the contractor to the Society within seven days. The Society shall be entitled to recover this amount from the contractor by deduction from money due to the contractor.
20. The contractor shall indemnify and hold the Society harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
21. The contractor shall ensure that the personnel deployed by him shall not take part in any staff union and association activities.
22. The Society shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Society does not recognize any employee employer relationship with any of the workers of the contractor.
23. If as a result of post payment audit any over payment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Society from the contractor.
24. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Society.
25. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee on monthly basis.
26. The contract is likely to commence from 01.04.2015 and would continue until a period of One year, unless it is curtailed or terminated by this office owing to deficiency of service. The contract period may be extended for a further period as decided by Society.
27. Payments of wages must be paid through A/c payee cheque and wages must be paid up to 15th of every month.
28. Previous payment Vouchers regarding deduction of E.S.I, E.P.F. and Service Tax must be attached and duly attested along with Account Numbers of all deputed employees at Society. The contractor will supply monthly dossier with format enclosed as Annexure-B.
29. At the end of year if deduction for E.S.I, E.P.F. and Service Tax are not found correct or updated the Security amount will be forfeited.
30. If any employee is employed by the Contractor, the Contractor shall be liable for Labour Court Proceedings if any.
31. Minimum wages shall be paid as per minimum wage Act. If the rates are revised during the financial year, the wages should be paid as per revised rates.
32. Termination of services of any person deployed by the Contractor shall be made by a letter of termination of Contractor, Society will not issue any letter in this regards.
33. In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by both parties.
34. No items are allowed to be taken out without proper gate pass issued by the officer-in-charge, or his authorized representative. The specimen signature of such authorized officer will be available with the security personnel
35. The security personnel on duty shall not leave his post until his reliever reports for duty.
36. The work shall be executed as per the scope of work, and as per direction of officer-in-charge and no lapse of any sort shall be allowed.
37. The workers deployed for Sanitation, House Keeping and Horticulture shall be well trained in their respective work.
38. The cleaning and House Keeping works are to be carried out in such manners that all premises always look neat and clean.
39. It will be sole responsibility of the contractor that the men/women engaged are trained and School/Society will not be liable for any mishap directly or indirectly.
40. **OBLIGATION OF THE CONTRACTOR:-**
 - a. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
 - b. The School/Society will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as Income Tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.

41 Dispute Resolution:-

- 41.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred to the Divisional Commissioner, Gurgaon who will be sole Arbitrator .
- 41.2 The award of the sole Arbitrator shall be final and binding on all the parties.
- 41.3 During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

42. JURISDICTION OF COURT:-

The courts at Nuh (Mewat) shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

43. Payment to the contractor: The payment to the contractor for the work done/service provided shall be made on monthly basis subject to the following:

- 43.1 The work has been satisfactorily executed, as per the Terms & Conditions of the contract, for the month for which the contractor has raised the bill.
- 43.2 The disbursement of the wages to the workers has already been done by the contractor for the month for which the payment has been made to the contractor.

Signature
of the Bidder with seal

CHECKLIST FOR TECHNICAL BID

Sl. No	Documents asked for	Page number at which document is placed
1	Earnest Money Deposit (Bid Security) of Rs.20,000/-_in form of DD/Pay Order	
2	One Self-attested recent passport size photograph of the authorized person of the bidder, with name, designation, address, and telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Owner/Directors/Partners	
3	Undertaking on a Stamp paper of Rs. 10/- as per the given Format, Annexure-4.	
4	Self-attested copy of PAN/TAN card.	
5	Self-attested copy of Service Tax Registration Number	
6	Self-attested copy of Registration Number of the firm/agency	
7	Self-attested copy of valid EPF Registration Number	
8	Self-attested copy of valid ESI Registration Number	
00	Self-attested copy of valid License No. under Contract Labour (R&A) Act-1970	
10	Proof of satisfactorily execution of similar works as specified in the Eligibility Criteria.	
11	Self attested copy of Annual Income Tax Returns of previous three years supported by audited trading, Profit & Loss Account and balance sheets for the last three financial year.	
12	Self-Attested copy of license under Private Security Agencies (Regulation) Act, 2005 and Haryana Govt. Notification dated 31.08.2009 (Applicable for the bidders bidding for Security Arrangement).	
13	An affidavit that the Firm/Contractor has never been de-barred and/or black listed.	

Signature
of the Bidder with seal

(ON A STAMP PAPER of Rs.10/-)

UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency _____

Name of the tender _____ Due date: _____ Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 50 % security guards amongst the category of Ex-Servicemen and all others will be trained Security Guards.
5. I/We do hereby undertake that complete Security, House Keeping & Sanitation Services and Horticulture Maintenance of the Schools/Society shall be ensured by our firm as well as any other point considered by our Agency.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No

SERVICE AGREEMENT

THIS AGREEMENT is made on this day of2015, between the Mewat Model Schools Society, Nuh called SOCIETY (which expression shall, unless excluded by repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/shaving its place of business or registered office at acting through..... its Managing Director/Partner (hereinafter referred to as “Service Provider” which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrations and successors (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 Service. AND WHEREAS on the aforesaid representation made by the Service Provider to the Society, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENTS 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 Providers-

- 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 School/Society;
- 1.3 Shall, on the execution of this agreement and providing services to the Society, not violate, breach and contravene any conditions of any agreement entered with any third party/ies;
- 1.4 Has complied with and obtained necessary permissions /licences /authorizations under the Central, State and local authorities and obtained all required permission/licences for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provider shall operate and provide services to the Society at its various sites.
- (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 Society 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 provider/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If the Society 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 avoid the recurrence of such incidents and reports to the Society.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Society 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 obligation 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 society shall be after deduction of tax at source wherever applicable as per the provision 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 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 law. He/they 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 the preceding month along with the bill to be submitted on the 5th day of every calendar month for verification to the nominated official of School/Society.

4. **SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the Society 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 Society's option, and would be subject to verification at any time. The Society 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 Society shall always have the right and liberty to do surprise inspection at its sites.
- (c) The Society rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the School/Society. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by School/Society 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 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 Society be liable for any claim(s) engaged/employed by the Service Provider for any purpose, whatsoever, of any such persons (s).

6 **NATURE OF AGREEMENT**

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

- (a) Agreement is on the principle to principle basis and does not create and shall not deem to create any employer-employee relationship between the Society and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Society, except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned service and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that persons employed by the Service Provider for providing services as mentioned herein, shall be employees of the Service Provider only and not of the Society. The Service Provider shall be 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) Society 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 service 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 School/Society indemnified against all losses, damages, claims actions taken against Society by any authority/office in this regard.

- (c) The Service Provider undertaken 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 requirement of law.

8. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the Society.
- (b) That, if at any time, during the operation of this agreement of thereafter the Society 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 Society all such amounts and costs also and in all such cases/events the decision of the Society shall be final and binding upon the Service Provider. The society 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. INDEMNIFICATION

- (A) The Service Provider shall at its own expenses make good any theft, loss or damage suffered by the School/Society as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said service at any time of the premises of the Society or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that Society 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 Society 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 there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the School/Society shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Society 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 society's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement of thereafter the School/Society 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 or 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 School/Society all such amounts and costs also and in all such cases/events the decision of the Society shall be final and binding upon the Service Provider. The School/Society shall be entitled to deduct any such amounts as aforesaid, from 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 Society shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the School/society 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 ofyears 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 Department.

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 hereof. However, the society 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 convenient or any clause of this agreements, society 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 society for losses or damages on account of such breach.

(c) The society shall have the right to immediately terminate this agreement structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the society 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 society 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 society in writing about any change in its address or the names and address of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Society.

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.

MMSS	Service Provider
.....
.....

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 and it undertakes that it shall not, without Society’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 writing and understandings, oral or written, and further any modification 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 representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provisions 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.

21. CAPTIONS

The various captions used in this agreements 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 Society 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 Society to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions of this agreement nor in any way effect the validity of his agreement or any part thereof or the right of the society to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed 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 amicable settled between the parties. If any dispute is not settled amicable, the same shall be referred to the Commissioner Gurgaon Division who will be the sole arbitrator. The award given by the arbitrator shall be final and binding on the parties.

24. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Nuh (Mewt) 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.

IN WITNESS WHEREOF THE SOCIETY AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:
SIGNED, SEALED AND DELIVERED

WITNESSES

1	Signature:	Signature:
	Name	Name:
	Date:	Date:
	Designation:	Designation:

2.	Signature	
	Name:	
	Date:	
	Designation:	

SIGNED, SEALED AND DELIVERED

WITNESSES

1.	Signature:	Signature:
	Name:	Name:
	Date:	Date:
	Address:	Address:
2.	Signature:	
	Name: Date:	For and on behalf of the
	Address.	

TENDER FORM FOR

.....

- 1. Cost of tender : Rs 500/-
- 2. Due date for submission of tender up to 12.00 Noon
- 3. Opening time and date of Technical Bid at 02:00 PM
- 4. Names, address of firm/Agency _____

Affix duly Attested P.P. Size recent photograph of the prospective bidder.

and Telephone numbers. _____

5. Registration No. of the Firm/Agency. _____

6. Name, Designation, Address _____

and Telephone No. of Authorized person of Firm/ Agency to deal with. __

7. Please specify as to whether _____

Tenderer is sole proprietor/ _____

Partnership firm. Name and _____

Address and Telephone No. _____ of

Directors/partners should _____

specified.

8. Copy of PAN/TAN card issued by Income Tax and copy of previous three
Financial Year's Income Tax Return. _____

9. Provident Fund Account No. _____

10. ESI Number _____

11. Licence no under contract labour (R&A) Act if any _____

12. Details of Bid Security /EMD deposited:

(a) Amount : Rs. _____

(Rupees in words also) _____ (b) Pay

Order or DD No. _____

(c) Date of issue: _____ (d)

Name of issuing Bank _____

13. Details of Tender cost, if
downloaded from the website _____

14. Details of ISO Certification: _____

15. Any other information, if any: _____

16. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) Name
and Address (with seal

FINANCIAL BID FOR SECURITY GUARD

Annexure-7

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

SL. No.	Description	Quoted Rates
1	Basic rates of wages (As per minimum wages Act)	
2	E.P.F.(13.61%) on basic rates (as per Govt. rules/Act from time to time)	
3	ESI (4.75 %) on basic rates (as per Govt. rules/ Act from time to time)	
4	Service Charges (On basic rates)	
5	Sub -Total Col (1+2+3+4)	
6	Service Tax (12.36%) on Sub Total amount (As per Govt. rules from time to time)	
7	Other charges if any	
	Total Sum of Col (5+6+7)	

- Note: - 1) The security arrangement shall be provided round the clock on all 7 days in a week.
2) For other Services it will be 6 Days week. The Services have to be provided on holydays as and when required by the office.
3) In case of any ambiguity in rates between the figures and words, the rates quoted in words shall prevail.

**Signature
of the bidder with seal**

FINANCIAL BID FOR MALI

Annexure-7-A

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

SL. No.	Description	Quoted Rates
1	Basic rates of wages (As per minimum wages Act)	
2	E.P.F.(13.61%) on basic rates (as per Govt. rules/Act from time to time)	
3	ESI (4.75 %) on basic rates (as per Govt. rules/ Act from time to time)	
4	Service Charges (On basic rates)	
5	Sub -Total Col (1+2+3+4)	
6	Service Tax (12.36%) on Sub Total amount (As per Govt. rules from time to time)	
7	Other charges if any	
	Total Sum of Col (5+6+7)	

- Note: - 1) The security arrangement shall be provided round the clock on all 7 days in a week.
2) For other Services it will be 6 Days week. The Services have to be provided on holydays as and when required by the office.
3) In case of any ambiguity in rates between the figures and words, the rates quoted in words shall prevail.

**Signature
of the bidder with seal**

FINANCIAL BID FOR SWEEPER

Annexure-7-B

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

SL. No.	Description	Quoted Rates
1	Basic rates of wages (As per minimum wages Act)	
2	E.P.F.(13.61%) on basic rates (as per Govt. rules/Act from time to time)	
3	ESI (4.75 %) on basic rates (as per Govt. rules/ Act from time to time)	
4	Service Charges (On basic rates)	
5	Sub -Total Col (1+2+3+4)	
6	Service Tax (12.36%) on Sub Total amount (As per Govt. rules from time to time)	
7	Other charges if any	
	Total Sum of Col (5+6+7)	

- Note: - 1) The security arrangement shall be provided round the clock on all 7 days in a week.
2) For other Services it will be 6 Days week. The Services have to be provided on holydays as and when required by the office.
3) In case of any ambiguity in rates between the figures and words, the rates quoted in words shall prevail.

**Signature
of the bidder with seal**

