

**SCOPE OF WORK, ELIGIBILITY CRITERIA AND OTHER TERMS AND CONDITIONS
FOR PROVIDING SECURITY SERVICES:-**

SCOPE OF WORK

- 1) Providing security services for the office of Director General, State Transport, Haryana, Chandigarh and General Manager, Haryana Roadways in various depots all over Haryana and Delhi.
- 2) The Security Agency/ Service Provider shall also be responsible to accompany the cash branch officials of Haryana Roadways for the safety of the cash transferred to banks on day to day basis. He will be responsible to safe guard the cash in transit for banking transactions.
- 3) The Security Guards provided by Security Agency will be deployed for the security of bus-stands/workshops/ office buildings, other movable and immovable assets, equipments, machinery, buses and other valuable items of the department. The Agency shall also be responsible to protect all movable and immovable assets from theft/pilferage or damage. The Agency will ensure the safety of employees, visitors, guests and any other persons working in the premises of State Transport, Haryana office in Chandigarh/various depots/offices of Haryana Roadways.
- 4) The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
- 5) The Service provider shall provide adequately trained and well-disciplined security guards having valid Non-prohibited Bore Weapon Licence who shall safeguard the Cash Branch of State Transport Head Quarter at Chandigarh and the Cash Branch of various depots of Haryana Roadways in Haryana and Delhi. The Service provider shall be responsible to safeguard the cash branch round the clock (24 hours).
- 6) The security personnel shall be duly trained in Fire Safety Operations and should have the knowledge of operation of various fire fighting equipments installed by Haryana Roadways at various locations in the premises. A mock drill may be organized every fort night in the premises to ensure alertness and safety.
- 7) The Agency shall keep the department informed of all the matters of security and co-operate in the investigation of any incident relating to security.

ELIGIBILITY CRITERIA:

1. The Service Provider /tenderer may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, registered incorporated under appropriate Act or under Private Security Agencies(Regulation) Act 2005 etc. as per law. The firm must

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be registered and must have valid registration certificate for the last two years prior to the date of submission of tender documents.

2. The Service Provider shall have at least one years' experience in the field of providing Security services in Government Offices/Public Sector Undertakings/State Government. List of such Organisations to whom the security Services was provided in the last one year be attached with the bid documents as proof.
3. The annual turnover of the bidder during the last two consecutive financial years (2013-14, 2014-15) shall not be less than Rs. one crore each year. Proof of annual turnover per year duly attested by CA shall be attached with the technical bid.
4. The Service Provider should be in possession of necessary license/registration from Government Authorities for running the business of security services and should have necessary permission from Government Authorities for possession of arms and ammunition in respect of armed guards.
5. It is the responsibility of Security Agency to get the verification done in respect of Security Guards from local Police station and a copy of such verification must be submitted in the office of Director, State Transport, Haryana/GM, Haryana Roadways, as the case may be, before the commencement of contract.

❖ **BLACK-LISTING OF THE FIRM/AGENCY:-**

Director, State Transport, Haryana shall have the authority to black-list the firm for a period upto 3 years in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the DNIT or any agreement or job/service as the case may be. The Director, State Transport, Haryana may resort to black-listing for a period exceeding three years or in perpetuity, if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-

- (i) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
- (ii) Advancing a claim on the basis of forged document.
- (iii) Material concealment/suppression of facts or gross misrepresentation of facts.
- (iv) Conviction for an offence involving corruption or any other serious act or conduct etc.
- (v) Any other case or situation involving National Security.

OTHER TERMS & CONDITIONS FOR THE SUBMISSION OF BIDS

1. The Contractor shall provide dedicated security guards and any change in the personnel supplied should be made only in very exceptional circumstances. Replacement of security guards should be provided only in the event of sickness or in any other unavoidable circumstances or when the guard is absent. The guards must report to duty strictly for eight

hours (in each shift), seven days a week as per the roster or duty schedule to be prepared in this regard. Necessary copies of license in possession and operation of arms and ammunition should be furnished in the office in respect of replacement of any armed guard. The guards provided to the Departments shall be paid minimum wages as per provision of Minimum wages Act, 1948 or any amendments thereafter in the Act.

2. Payment of minimum hire charges, as agreed upon subject to TDS, shall be made on monthly basis within three weeks of submission of bill after completion of the month.
3. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the successful contractor/Bidder.
4. The liability on account of Service Tax, P.F,ESI, Welfare and Health facility, payment of bonus, Insurance, and other dues payable to the Govt. or the personnel deployed as security guard shall be solely and wholly, the responsibility of the contractor and the department will not bear any liability.
5. ***The contract for hiring of security guards can be cancelled with a notice period of two months, without assigning any reason.***
6. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied on the basis of certificate signed by the DGST/General Manager concerned. The penalty for some of the defaults is as under:-

S.No.	Nature of default	Penalty Rs.
1.	Late Reporting	100/- per day.
2.	Non Reporting	500/- per day.
3.	Refusal of duties	500/- per instance.
4.	Non-observation of dress-code	100/- per instance.
5.	Change of security guards without prior permission	1000/- per instances.

7. A log sheet, specifying daily reporting and relieving time of security guards, shall

be maintained for each guard. The Contractor/Service Provider should submit the duly filled log sheet, signed by the Authorised Controlling Officer, along with the bill, on monthly basis.

8. The security guards to be provided by the Service provider/tenderer should satisfy the following conditions:-
 - a) Armed Guards with proper and valid arms and ammunition license issued by the Govt. Competent Authority, only will be allowed to perform duty.
 - b) Guards should wear the uniform, while on duty, as mutually decided by the contractor and Authority in Haryana Roadways.
 - c) Guards should have undergone proper training on all security related issues and, should be decent and well behaved.
 - d) Once the Guard has been allotted a location for security, he/she shall remain in the same location till he/she is shifted by the authorised officer and proper record of such shifting shall be maintained.
9. The initial period of contract shall be for one year extendable up to 24 years, one year at a time depending on performance of the Agency and at the discretion of DIRECTOR/DIRECTOR GENERAL, STATE TRANSPORT, HARYANA, CHANDIGARH.
10. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from Website (www.hartrans.gov.in). Those who download the tender documents from Website should physically submit, original Demand Draft of 500/- in favour of "DIRECTOR, STATE TRANSPORT, HARYANA, payable at Chandigarh, along with their bid in the Envelopeseparately.
11. The interested Agencies/Bidders are required to upload the technical and financial bid on official website www.hartrans.gov.in on or before 28.12.15 at 3:00 PM. The technical bids shall be downloaded on the same day at 15:00Hours in the presence of the bidders or their authorized representatives who wish to remain present.
12. The bidder shall deposit Earnest Money Deposit (EMD) of ` 1,00,000/- (`One Lac only) along with technical bid by way of Demand Draft in favour of "DIRECTOR, STATE TRANSPORT, HARYANA, drawn on any Nationalized Bank/Scheduled Bank and payable at Chandigarh having validity of minimum six months from the date of opening of technical bid of the tender, EMD is required to be deposited separately before the last date & time of submission of tender documents.

13. Bids received without Earnest Money deposit (EMD) shall stand rejected and shall not be considered for evaluation at any stage.
14. Earnest Money Deposit (EMD) of unsuccessful bidders shall be returned after finalization of contract with successful bidder, without payment of any interest.
15. **Performance Security:** - As a guarantee towards performance and compliance of the contract work, the successful bidder (Agency) will have to deposit an amount of `10.00 Lakhs as Performance Security by way of Bank Guarantee in favour of "DIRECTOR, STATE TRANSPORT, HARYANA, of any Nationalized Bank/Scheduled Bank, valid for a period of 30 months from the date of issue of Letter of Award (LOA).
16. The Bank Guarantee/Performance Security is liable to be encashed/forfeited in case of failure to meet the contractual obligations by the contractor.
17. The EMD of the successful bidder will be returned only after submission of required Performance Security in the office.
18. Technical bid documents will be downloaded by the Committee constituted by DIRECTOR, STATE TRANSPORT, Haryana, Chandigarh on 24-12-15 at 12:50 Noon hrs in O/o Additional Transport Commissioner-II, 30, Bays Building, 2nd Floor, Sector-17, Chandigarh in the presence of bidders and/or their authorised representatives, who wish to attend. The authorised representatives attending the Technical Bid opening of the tender should carry authority letter from the bidder/tenderer.
19. All pages of the tender should be duly signed by the owner of the firm or his/her Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the Power of Attorney/Authorization is required to be enclosed along with tender documents.
20. Any request for any deviation /changes in the tender terms & conditions or in the quoted rate on any ground by the bidders will not be entertained.
21. The bidders can be called to assist in the analysis, evaluation and computation of the bids, for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
22. After evaluation, the work shall be awarded to the Agency fulfilling all the terms & conditions

and who has quoted the lowest rate complying with the provisions of Minimum Wages Act. In case two or more Agencies are found to have quoted the same rates, the Competent Officer authorized by DIRECTOR/DIRECTOR GENERAL, STATE TRANSPORT, Haryana, Chandigarh shall decide about the Agency to which the offer shall be granted based on the report on the basis of past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.

23. The full particulars of the personnel to be deployed by the Agency including their names and addresses along with verification, shall be furnished in the office of DGST Haryana/General Manager, Haryana Roadways/FSO ISBT, Delhi before they are actually deployed for the job.
24. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the General Manager, Haryana Roadways concerned at any time without assigning any reason whatsoever.
25. A local representative of Service Provider shall be Incharge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of Haryana Roadways, Depots/Transport Department Haryana office, the security officers shall be under direct supervision and direction of concerned General Managers, Haryana Roadways/DST, Haryana as the case may be. This will however not absolve the Agency's responsibility to perform as per agreement.
26. A senior level representative of the Agency shall visit depots/sub-depots of Haryana Roadways premises at least once-a-week and review the service performance of its personnel. During visit, Agency's representative will also meet the officer dealing with service under the contract for all feedback regarding the work performed by his personnel and remove deficiencies, if any, observed in their working and will also informs to concerned General Managers/DST, Haryana about the corrective steps taken.
27. The Agency shall ensure that any replacement of the personnel, as required by General Manager, Haryana Roadways/DST Haryana for any reason specified or otherwise, shall be effected promptly without any additional cost to the Haryana Roadways. If the Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the DST Haryana/General Manger, Haryana Roadways concerned at Agency's own cost.
28. The Agency shall provide good uniform as mutually decided with name badges to its personnel deployed at Haryana Roadways site at its own cost and ensure that they are used by the

personnel deployed and are maintained in good condition. The incidentals, such as arms and ammunition belt, shoes, socks, caps, torch with cell, cane stick, etc. shall be borne/supplied by the agency at its cost.

29. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Haryana Roadways of India/any State or any Union Territory.
30. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the authorised Haryana Roadways officials authorised for the purpose. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the Security Provider with approval of DIRECTOR, STATE TRANSPORT, HARYANA, CHANDIGARH/GMs HR.
31. The Security Provider shall be solely responsible for compliance to the provisions of various Labour and industrial laws, relating to payment of wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, Service Tax, TDS etc. and other dues payable to the Govt. with respect to personnel deployed by it at Haryana Roadways site the contractor for any accident caused to the personnel deployed by him and the department shall not be liable to bear any expense in this regard. The Service Provider shall make payment of the contractor shall be solely responsible wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the DIRECTOR, STATE TRANSPORT, HARYANA CHANDIGARH for whatever reason.
32. The Service Provider shall also pay wages to the Guards through their bank account only and invariably furnish the records of payments etc. in a systematic way on monthly basis. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to the following along with their enactments/ amendments/modifications: -
 - (a) The Payment of Wages Act 1936.
 - (b) Minimum Wages Act, 1948.
 - (c) The Factory Act, 1948.
 - (d) The Employees Provident Fund and Miscellaneous Provision Act, 1952.
 - (e) The Contract Labour (Regulation and Abolition) Act, 1970.
 - (f) The Payment of Bonus Act, 1965.

(g) The Payment of Gratuity Act, 1972.

(h) The Employees State Insurance Act, 1948.

(i) The Employment of Children Act, 1938.

(j) The Motor Vehicle Act, 1988.

It shall also ensure that at the time of application it possesses valid registration/certificate licence under the provisions of the relevant Acts.

33. In case of any theft or pilferages, loss or other offences, a team consisting of one official of deptt. and one Senior official of Agency will investigate and submit a report to GM Haryana Roadways DIRECTOR, STATE TRANSPORT, HARYANA, CHANDIGARH and maintain liaison with the police. FIR will be lodged by State Transport, whenever necessary.
34. The Agency shall ensure that security staff appointed by them is fully loyal to and assist the GM Haryana Roadways State Transport, Haryana/DST, Haryana during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the General Manager, Haryana Roadways concerned.
35. In case of any loss that might be caused to the State Transport, Haryana due to lapse on the part of the security personnel discharging security duty, responsibilities will lie upon the Security Provider and Haryana Roadways shall have the right to deduct appropriate amount.
36. As and when Haryana Roadways requires additional security strength on temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Haryana Roadways. Similarly, if the security personnel deployed by the Agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Haryana Roadways shall deduct the requisite amount at the pro-rata rates from the bill of the Agency besides imposition of penalty for non-observance of the terms of contract.
37. The Agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to, Haryana Roadways an attested photocopy of the attendance record and enclose the same with the monthly bill.
38. The General Manager, Haryana Roadways concerned shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

39. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government which will not be more than DC rates.
40. In case of non-compliance/non-performance of the services according the terms of the contract, General Manager, Haryana Roadways/DST Haryana shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
41. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify Haryana Roadways against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in Haryana Roadways concerned premises/facility.
42. The agency and security personnel appointed shall not disclose any confidential information related to Haryana Roadways /DST Haryana office to anyone or any third party. Any breach of confidentiality shall be a violation of the terms & conditions of this agreement.
43. **Arbitration Clause:-**The decision of Additional Chief Secretary to Govt.Haryana, Transport Department in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency. All disputes & difference rising out of or concerning whatsoever, shall be referred to the sole arbitrator, i.e. Additional Chief Secretary to Govt., Haryana, Transport Department acting as such at the time of the time of the reference. There will be no objection to such appointment that the Arbitrator so appointed is a Govt. servant, that he has to deal with such matter in the course of duties as Govt. servant and might have expressed views on all or any of the matters in disputes all differences. The award of such Arbitrator shall be final and binding on the parties involves. The arbitrator has the powers to extend the time for making the award on request from either of the parties.
44. Any dispute or differences or claim etc. shall be subject to the exclusive jurisdiction of courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this tender.
45. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
46. An agreement shall be signed between the successful bidder and concerned GMHR /DST Haryana as per specimen enclosed.

47. Bid once submitted shall not be allowed to be withdrawn and any default, after acceptance of bid, shall be deemed to be non-compliance of terms of contract and would liable to forfeiture of bid EMD/performance Security or levy of penalty, as the case may be.

As per new guidelines / terms and conditions received from Labour & Employment Govt. of India the following clauses are also to be considered by the security agency while submitting the tender documents:-

- a) Employer of the establishment covered under the Act is directed to get the declaration in Form no. 11 (New) from all the employees joining the establishment in a month and eligible to become member of the Fund and upload the same in Universal Account Number (UAN) Portal within 25 days of close of each month.
- b) Employer of the establishment covered under the Act is directed to disseminate the UAN generated by EPFO to all his existing employees who are members of the Fund within 15 days from the receipt of UAN and get acknowledgement from them.
- c) Employer of the establishment covered under the Act is directed to get the UAN activated by his employees who are members of the Fund within 15 days of such dissemination.
- d) Employer of the establishment covered under the Act is directed to duly seed the KYC details of such members (such as bank account details, PAN, AADHAR within one month of the receipt of UAN so as to enable them to avail the services from EPFO.
- e) Employer of the establishment covered under the Act is directed to seed AADHAAR number in respect of the members who have got AADHAAR within one month of receipt of UAN. Wherever the members do not have AADHAAR, the employer is directed to obtain a certificate from such members of the Fund to the effect that they have no AADHAAR within one month of receipt of UAN. AS soon as the AADHAR is submitted by any member, the employer is directed to upload the same on the UAN Portal within 15 days of receipt.
- f) Employer of the establishment covered under the Act is directed to ensure incorporation of UAN and to seed all relevant information in the claim form before forwarding the same to EPFO.

**Director State Transport,
Haryana, Chandigarh.**

(Signature of Applicant)

TENDER DOCUMENT

(TECHNICAL BID)

TECHNICAL BID FOR PROVIDING SECURITY SERVICES TO STATE TRANSPORT HARYANA

PROFORMA FOR TECHNICAL BID

(To be submitted in separate sealed cover- I superscribed as Technical Bid)

1.	Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile of contact person.	
2.	Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out. The Agency must attach copies of certificate(s) about "Satisfactory Performance" from previous employer(s).	
3.	Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this services: (Write Yes or No, attach details)	

(Signature of Applicant)

(a).	Is the establishment registered with the Government under Private Security Agency (Regulation) Act, 2005. Please give details of the registration number along with document/evidence.	
(b).	Undertaking of the Agency confirming the available of the adequate manpower of requisite qualification and experience for deployment in Haryana Roadways offices.(Attach the copy of undertaking)	
4.	Are you covered by the labour Legislations, such as, Contract Labour Act (ESI), EPF, Gratuity Act, Service Tax etc. (Write Yes or No) (Attach valid certified copy)	
5.	Please give: EPF No. : ESI Code : Gratuity Act Regn No. : Registration/Licence of Private Security Agencies (regulation) Act 2005. (Attach copies of above said documents)	
6.	Are you governed by minimum wages rules of the Govt. of India? If yes, please give details.	
7.	Please attach copy of last two years return of Income Tax. (Financial Year 2013-14, 2014-15)	

(Signature of Applicant)

8.	Please attach balance sheet of the company, duly certified by Chartered Accountant for last two (2) years.	
9.	PAN No. (Please attach copy)	
10.	VAT No. (Please attach copy)	
11.	Trade license No. (Please attach copy)	
12.	Service Tax Registration No. (Please attach copy)	
13.	Details of Labour Licence:	
14.	Power of Attorney/authorization for signing the bid documents	
15.	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against the Company/firm/partner.	
16.	Please submit an undertaking that the company/firm/proprietor is not blacklisted by any Govt. undertaking or department with regard to the functioning of the company/firm/proprietor.(Please attach the copy of undertaking)	

18.	<p>Details of the DD/Pay Order of ` 1,00,000/- towards bid security (EMD) and a DD for ` 500/- in case tender document is downloaded from website www.hartrans.gov.in</p> <p>DD/PO No.</p> <p>Date :</p> <p>Drawn on :</p>	
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Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.

(Signature of Applicant)

Declaration by the Tenderer:

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 to abide by them.

Encls:

1. DD/Pay Order No. _____
2. Terms & Conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name:.....

Seal:.....

Address:.....

Phone No (O):.....

Fax No. (O):.....

(Signature of Applicant)

CHECK LIST

(to be attached with technical bid)

S.No.	Particulars	Yes	No
1.	Demand Draft of earnest money.		
2.	Brief profile of the company.		
3.	Copy of PAN Card		
4.	Copy of licence under the Private Security Agency under regulation Act-2005		
5.	Copy of EPF/ESI Registration		
6.	Copy of Service tax registration		
7.	Copy of Labour Licence		
8.	Copy of Income Tax Return		
9.	Copy of service of incorporation of company/firm/proprietary business		

(Signature of Applicant)

(FINANCIAL BID PROFORMA)

FINANCIAL BID FOR PROVIDING SECURITY SERVICES TO STATE TRANSPORT HARYANA

(To be submitted online only)

S.No.	Particulars	No. of armed security guards required	Total Amount (in `) for 78 Armed Security Guards	Total Amount (in Words)for 78 Armed Security Guards
1.	Armed Security Guards (Ex-serviceman/ Civilian) Minimum wages fixed a per minimum wages Act.	78 (may be extended upto 85 as per requirement)		
2.	Other service charges (Please specify)			
3.	Add Service Tax			
4.	Total Amount (in `) (Is not liable to change)			

Proforma for armed security guards rates per month

Particulars	Total Amount (In `)	Total Amount (In Words)
Rate for one armed security guard per month	Basic Pay : 9000.00 ESI: 4.75% : 427.50 EPF: 13.61% : 1224.90 Service Charges (1.01%), 107.59 S.Tax: 12.36 : 1329.94 Total : 12189.94 Round : 12190.00	
Rate for 78 armed security guards per month	12190x78 = 9,50,820	

(Signature of Applicant)

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 to abide by them.

Note:

- i) No other charges would be payable by Client.
- ii) There would be no increase in rates during the Contract period except provision under the terms and conditions.
- iii) The rates arrived at and quoted by Bidder in Row 4 above will be considered as the price bid and will be payable to the selected bidder.

(Signature of Bidder with seal)

Name, Address&

Telephone:.....

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DOCUMENTS TO BE ATTACHED.

- 1) Name address and profile of the firm.
- 2) Certified copy of Pan Card of the Firm.
- 3) Certified copy of Security Agency Licence.
- 4) Certified copy of Labour Licence.
- 5) Certified copy of EPF registration number.
- 6) Certified copy of ESI Code.
- 7) Certified copy of Gratuity Act Registration Number.
- 8) Certified copy of return of Income tax of financial year 2011-12.
- 9) Certified copy of Service Tax Registration Number.
- 10) Copy of Demand Draft of `1,00,000/- (` One Lac)

(Signature of Applicant)

DRAFT AGREEMENT FORMAT

(To be made on ` 100.00 Non Judicial Stamp Paper)

This agreement is made at _____ on the _____ day of _____ Two thousand ten between _____ acting through Shri _____ (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s _____ having its registered office at _____

(hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Security Services for Haryana Roadways, Chandigarh the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, Service Tax, etc relating to security personnel deployed in Haryana Roadways Depots/Sub-Depots/ISBT Delhi. The "Agency" will give proof of fulfilling statutory obligations. The 'Client' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it for State Transport, Hayana site. The 'Client' shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

4. The contract can be terminated by giving two months' notice on either side.
5. In case of non-compliance with the contract, the 'Client' reserves its right to:
 - a. Cancel/revoke the contract; and/or
 - b. Impose penalty up to 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.
7. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in State Transport Haryana site which will not be less than prescribed DC rates.
8. The security personnel provided by the 'Agency' will not claim to become the employees of State Transport, Haryana and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in State Transport, Haryana.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. The agency and security personnel appointed shall keep confidential all information in connection with and related to State Transport, Haryana and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
12. The character/antecedents of security personnel should be verified by the Agency from the Local Police before deploying them and the certificate will be produced by the Agency to DGST State Transport, Haryana.
13. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
14. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep

'Client' fully indemnified against liability of tax, interest, penalty, service tax etc. of the 'Agency' in respect thereof, which may arise.

15. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Chandigarh.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand ten and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Chandigarh in the presence of the witness:

(Signature of Applicant)

For and on the behalf of 'Agency'

For and on the behalf of '_____'

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name _____

Name _____

On behalf of the 'Agency' in presence of

On behalf of the '_____' in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

(Signature of Applicant)