

**DETAILED NOTICE INVITING TENDER FOR OUTSOURCING OF CLEANING,
SANITATION & WORKSHOP SERVICES ACTIVITIES SERVICE AT HARYANA
ROADWAYS, YAMUNANAGAR DEPOT**

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GENERAL MANAGER HARYANA
ROADWAYS, YAMUNANAGAR, BUS STAND

YAMUNANAGAR

Website:- www.hartrans.gov.in

TENDER NOTICE

e-Tender are invited for Cleaning, Sanitation and Workshop Services activities Service as mentioned below in two bid system online i.e. Technical Bid and Financial Bid: -

Sr. No.	Name of Group / Items	Approx Value (in lacs)	EMD to deposited (in lacs)	Tender Number	Date & Time downloading of e-tender	Date & time of Submission of e-tender online	Name of the Nodal Officer & Mob. No.	Website of Department
1.	Cleaning Sanitation Bus Stand Office, Peon, Sweeper, Chowkid ar, Mali, and Services activities of Workshop	92 Lacs	184000/-	185/2021-22 /RK./ Yamunanagar	02.04.2021 at 15.00 hours	20.04.2021 upto 15.00 hours	Sh. Vikram Kamboj 98960198 78	https://hartrans.gov.in

Note:- For details information please visit website <https://etenders.gov.in> on seek help from helpline No.

-sd/-
General Manager
Haryana Roadways,
YAMUNANAGAR.

TECHNICAL BID FOR PROVIDING CLEANING, SANITATION WORKSHOP SERVICE**Annexure-I**

1. Names, address of Firm/Agency and Telephone numbers. _____
2. Registration No. of the Firm/Agency _____
3. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with. _____
4. Please specify as to whether Tenderer is sole Proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/Partners should be specified. _____
5. (a) PAN card number issued by income Tax Department. _____
(b) Copy of previous three financial years Income Tax returns (Attached or not) _____
6. Employees Provident Fund Account No. _____
7. ESI Number _____
8. License number under Contract Labour (R&A) Act, if any _____
9. Amount of EMD deposited online _____
10. Any other information _____

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.

**(Signature of the bidder) Name
and address (with seal)**

INSTRUCTIONS TO THE BIDDERS

1. INTRODUCTION: -

The present tender is being invited for providing Support Services i.e. Cleaning, Sanitation & Workshop Services activities Service for a period of one year under which the service provider shall provide uniformed trained personnel for providing **Cleaning, Sanitation & Workshop Services activities Service** on all days in Haryana Roadways, YAMUNANAGAR Depot (hereinafter referred to as 'GM, HR, YAMUNANAGAR'), as specified in the SCOPE OF WORK (**Annexure-III**).

2. ELIGIBLE BIDDERS (PRE-QUALIFICATIONS): -

- All **agencies/service providers** that are providing similar kind of services i.e. Cleaning, Sanitation & Workshop Services activities Service should have the basic minimum eligible criteria: -

a. Agency/service provider should be in operations for at **least last five consecutive years**.

b. Experience for providing the Cleaning, Sanitation & Workshop Services activities Service for the last 5 years in the Central/ State Govt/ Undertakings/ Boards/ Corporations during the last preceding three years from the date of publication of tender.

c. The tenderer(s), an agency/ firm should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and should be in possession of a valid Labour License, EPF/ ESI Code service Tax/ PAN Number. The tenderer applying for services module should be holder of a license.

d. Only Registered firms/ agencies/ companies are eligible to furnish tender and not the individual person or unregistered agency/ firm eligible for tender. The tenderer(s) should attach an attested copy of the Partnership deed duly registered with the Registrar of Firms.

e. Minimum annual turnover of firms/ agencies/ companies should be minimum 1.5 crore.

2.1 Profile giving complete details and satisfactory work done certificate about the **agency/ service provider**, including period for which it is in the business, duly signed by an authorized person(s) Annexure –X, Annexure XI.

2.2 Annual accounts of the **agency/ service provider** for last three years duly certified by the auditor/ CA.

2.3 The track record of the contracting firm/ service provider should be clean and should not have any involvement in illegal activities or financial misappropriation/ frauds etc. Tenders must be accompanied by declaration to this effect on the letterhead of the contracting firm and duly signed by an authorized person(s).

2.4 The service agreement shall be awarded for a period of one year which can be extendable on mutual consent of both parties.

3. GENERAL INSTRUCTIONS

3.1 In case of partnership or joint venture, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership/ joint venture.

3.2 (a) Memorandum of understanding/ partnership deed shall be provided in case the Bidder is a joint venture/ partnership.

(b) One of the members of the partnership, or joint venture to be nominated **as in-charge and this authorization** shall be covered in the power of attorney signed by the legally authorized signatories of all members of joint venture/ partnership firm;

3.3 Bidder or members of the partnership or joint venture shall submit a copy of bidders PAN Card No. under Income Tax Act.

3.4 TENDER DOCUMENT IS NON TRANSFERABLE.

3.5 Bidder must submit copies of all documents required online, duly **self-attested** along with technical bid. **All documents must be self-attested.**

3.6 Each Bidder or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide service, or any other item of work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the 'GM, HR, YAMUNANAGAR' subsequently finds to the contrary, the 'GM, HR, YAMUNANAGAR' reserves the right to declare the Bidder as non-complaint and declare any contract if already awarded to the Bidder to be null and void.

3.7 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

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

3.9 The bidder shall bear all costs associated with the preparation and submission of his bid and the 'GM, HR, YAMUNANAGAR' will, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3.10 The bidder is advised to visit and acquaint himself with the area and operational system of the 'GM, HR, YAMUNANAGAR' to prepare the bid. The costs incurred in connection with such visits shall be borne by the bidder himself/ itself/ after the tender/ bid has been submitted, it shall be deemed that the service provider has undertaken a visit to the 'GM, HR, YAMUNANAGAR' and was aware of the operational conditions prior to the submission of the tender documents.

3.11 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender Document. Failure to furnish all information require in 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 this bid.

3.12 The bidder shall not make or cause to be made any alternation, erasure or obliteration to the text of the Tender document.

3.13 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the office of General Manager, Haryana Roadways, YAMUNANAGAR before due date as mentioned in schedule. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification.

3.14 Except for any such written clarification by the 'GM, HR, YAMUNANAGAR', which is expressly stated to be an addendum to the tender document issued by the office of General Manager, Haryana Roadways, YAMUNANAGAR no written or oral communication, presentation or explanation by any other employee of the 'GM, HR, YAMUNANAGAR' shall be taken to bind or fetter the 'GM, HR, YAMUNANAGAR' under the contract.

3.15 Any Tender not accompanied by Bid Security in the form specified at 5.4 herein shall be rejected.

3.16 Bid security of the successful bidder shall be returned on receipt of Performance Security by the 'GM, HR, YAMUNANAGAR' and after signing the agreement.

3.17 Bid security shall be forfeited if the bidder withdraws his bid during the period of Tender validity .

3.18 Bid security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the 'GM, HR, YAMUNANAGAR'.

3.19 No interest will be given on Earnest Money Deposited by the Bidder.

3.20 The documents comprising the bid shall be typed or written in indelible ink and all pages of bid shall be signed by a person or persons duly authorized to sign on behalf to 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.

3.21 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by the 'GM, HR, YAMUNANAGAR' 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.

3.22 Period for which the offer will remain valid: The tendering service providers/ bidders should keep their offers valid for acceptance for a period of one hundred and eighty days from the date of the opening of technical bids. In the event that the day up to which the offer is to remain

open is declared holiday for the 'GM, HR, YAMUNANAGAR', the offer shall remain open for the following day.

3.23 *The bidder shall provide the detail of satisfactory work done in the related areas, already by the firm in any Government Institutes, especially in Central/ State Govt./ Undertakings/ Boards/ Corporations in the last five years. As per annexure (IX). Further in case the financial bids of the two bidders quoting same rate (qualified for L1), **the work will be allotted to agency/ service provider** who has more experience, (time period) of satisfactory work done in the related areas in the institutes **or on draw of lot basis.***

4. TENDER DOCUMENTS: - The tender document comprises of:

4.1 Technical Bid (**Annexure -I**).

4.2 Notice of Invitation of Tender (NIT) and DNIT.

4.3 Financial Bid (**Annexure- II**)

4.4 Terms and Conditions

4.5 Scope of work (Service provider's responsibilities for providing Cleaning, Sanitation & Workshop Services activities Service for All Bus Stand, Workshop, Office, Volvo Buses Ordinary Buses under GM, HR, YAMUNANAGAR (**Annexure -III**))

4.6 Details of manpower area to be serviced (**Annexure-IV**)

4.7 Check list for Technical bid for providing Cleaning, Sanitation & Housekeeping service (**Annexure-V**)

4.8 Check list for Evaluation of Technical bid for providing Cleaning, Sanitation & Workshop Services activities Service(**Annexure-VI**)

4.9 Undertaking by service provider (**Annexure-VII**)

4.10 Form of Bank Guarantee for Performance Security (**Annexure-VIII**)

4.11 Form of work experience (**Annexure-IX**)

4.12 Undertaking of EPF, ESI (**Annexure-X**)

4.13 Affidavit for Non- Blacklisting of the firm (**Annexure -XI**)

4.14 Form of Service agreement (**Annexure- XII**)

5. PREPARATION OF BIDS: -

5.1 The bids and all accompanying documents shall be in English or in Hindi in indelible ink.

5.2 Tender documents issued for the purposes of tendering as described in clause 4 and any amendments issued shall be deemed as incorporated in the Bid.

5.3 The bidder shall submit online copy of the Tender document and addendum, 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.

5.4 (a) The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 184000/- (Rupees One Lakh, Eighty Four thousand Only) online latest by 17.04.2021.

(b) Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award or the contract.

5.5 The Bid should be submitted online latest by 20.04.2021 at 15:00 hrs.

5.6 The Bidder (each member in case of joint venture/ partnership firms) shall furnish the details regarding total number of works, as stated in clause 2 completed during the preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security services..

5.7 The Bidder shall also furnish self-attested copies of Income Tax Returns duly supported by Balance sheet/ profit and loss account.

5.8 The Bidder shall submit his price bid/ offer in Indian Rupees as per **Annexure-II** and payment under this contract will be made in Indian Rupees.

5.9 Conditional bids/offers will be summarily rejected.

5.10 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 or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

5.11 This agreement shall be effective for a period of **one** year with effect from _____ up to _____ (Dates will be decided at the *times of final agreement*).

6. ONLINE DELIVERY OF BIDS: -

6.1 DELIVERY OF BIDS: -

6.1 The bidder shall, on or before the date and time given in the Notice Inviting Tender, submit his bid (Earnest Money, Technical Bid & Price Bid) online as under:

6.1.1 The Technical Bid for contract of Cleaning, Sanitation & Workshop Services activities Service GM, HR, YAMUNANAGAR due at 20.04.2021 at 15:15hrs.

6.1.2 The Financial Bid for contract of Cleaning, Sanitation & Workshop Services activities Servicein GM, HR, YAMUNANAGAR due at Will be intimated to the firms on their E-Mail & phone.

6.1.3 The earnest money deposited online latest by 17.04.2021.

Both the bids shall be kept valid for acceptance for 180 days after opening the technical bids. **The ‘GM, HR, YAMUNANAGAR’ will not be responsible for any delay or any other cause that may lead to**

delay in the receipt of Earnest Money Deposit online beyond the stipulated date and time stated in the tender document.

6.2 The following documents constitute part of the technical bid: -

- a) Oneself attested 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 address and telephone numbers of Directors/ Partners also;
- b) Self attested copy of PAN card under Income Tax Act;
- c) Self attested copy of Service Tax Registration Number;
- d) Self attested copy of Valid Registration No. of the Agency/ Firm;
- e) Self attested copy of Valid Employees Provident Fund Registration Number;
- f) Self attested copy of Valid ESI Registration Number;
- g) Self attested copy of Valid License and Number under Contract Labour Act and under any other Acts/ Rules; self-attested copy of license.
- h) Proof of Annual Turnover as stated in clause 2 supported by audited balance Sheet; along with Profit & Loss account and Income Tax returns belonging to previous three consecutive years i.e. 2017-18, 2018-19 & 2019-20.**
- i) Proof of experience as stated in clause 2 supported by documents from the concerned organizations;
- j) Details of manpower and supervisors proposed to be deployed by bidders in each shift in the areas specified in Annexure-IV;**
- k) Duly filled and signed Annexure-V, VI, VII, IX, X, XI & XII

6.3 The Bid should be submitted online.

6.4 Preparation of financial Bid:

- (a) Services provider should submit price bid as per Annexure - II**
- (b) Policy Letter (Regarding Outsourcing) of Chief Secretary to Government of Haryana vides letter no. 43/5/2001-3GS-II dated 20 February 2014 should be kept in mind.**
- (c) Policy for Outsourcing services in reference to letter no. 16/7/2015-1GS-II dated 6th April 2015 & 6TH June 2016 and DGST letter No 2908-34/A1/E4 dated 27-10-2017 from Government of Haryana General Administration Department should also be followed.**

7. LATE AND DELAYED TENDERS: -

7.1 Bids must be submitted online by the date and time stipulated in the Notice Inviting Tender. The 'GM, HR, YAMUNANAGAR' may, at its discretion, extend the deadline for submission of

bids in which case all rights and obligations of the 'GM, HR, YAMUNANAGAR' and the bidder will be the same.

8. BID OPENING AND EVALUATION: -

8.1 The authorized representatives of the 'GM, HR, YAMUNANAGAR' will evaluate the Pre-Qualification/ Technical Bids and Earnest Money.

8.2 The Bid of any bidder who has not complied with one or more of the conditions will be summarily rejected at the sole discretion of the 'GM, HR, YAMUNANAGAR'.

8.3 Conditional bids will also be summarily rejected.

8.4 Subsequently, the technical bids will be evaluated as per the methodology given in the **Annexure-VI** of the tender document.

8.5 Financial bids of only the technically qualified bidders and those accompanied by satisfactory Earnest Money Deposits will be opened for evaluation.

9. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: -

9.1 The 'GM, HR, YAMUNANAGAR' is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate tendering process.

9.2 The 'GM, HR, YAMUNANAGAR' may terminate the contract if it is found that the agency is black listed/ debarred on previous occasions by any of the Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector undertaking etc. of Central or any State Government/ Union Territory Annexure-XII.

9.3 The 'GM, HR, YAMUNANAGAR' may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Cleaning, Sanitation & Workshop Services activities Service fails to execute the contract agreement within stipulated time period.

10. AWARD OF CONTRACT

10.1 The 'GM, HR, YAMUNANAGAR' 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 satisfactory as per the terms and conditions incorporated in the bidding document.

10.2 The 'GM, HR, YAMUNANAGAR' will communicate to the successful bidder also by letter transmitted by e mail & telephonically that his bid has been accepted. This letter (hereinafter and in the conditions of contract called the "Letter of Offer") shall prescribe the amount that the 'GM, HR, YAMUNANAGAR' will pay to the service provider in consideration of the execution of work/ services rendered by the service provider and on basis of wages to the worker by the service provider as per outsourcing policy of the State Government.

10.3 The successful bidder will be required to **execute a contract agreement** in the form specified in **Annexure-XII within a period of 30 days from the date of issue of 'Letter of Offer'**.

10.4 The successful bidder shall be required to **furnish a Performance BG within 15 days of receipt of "Letter of Offer"** for an amount equivalent to 5% of the value of the contract in the form of Fixed Deposit or Term deposit receipt from a commercial Bank, or Bank Guarantee from a commercial bank in an acceptable form (**Annexure-VIII**) in favour of GM, GM, HR, YAMUNANAGAR, YAMUNANAGAR. **The Performance Security shall remain also valid for a period of further six months beyond the contract period. If contract is extended further, the validity of Performance Cleaning, Sanitation & Workshop Services activities Service shall also be extended by the service provider accordingly.**

10.5 **Failure of the successful bidder to comply with the requirement of above clause shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.**

TERMS AND CONDITIONS OF CONTRACT

The work shall be executed as per the scope of work as is defined in **Annexure-III & IV** of this document.

1. Number of trained manpower that will be deployed to carry out the Cleaning, Sanitation & Workshop Services activities Service in each areas has to be specified by the service provider in technical bid of the tender. **Further, the service provider will provide the required necessary training to all the manpower before engaging for service.** *The service provider will certify on the check bills/ affidavit that none of the employee engaged by him in the contract for the district GM, HR, YAMUNANAGAR is working or engaged on any other contract or service at different place.*

2. The staff engaged by the service provider shall be available at all the times as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the 'GM, HR, YAMUNANAGAR'. Round the clock supervision must be provided to ensure correct performance of the said Cleaning, Sanitation & Workshop Services activities Service in accordance with the prevailing assignment instructions agreed upon between the two parties.

3. (a) The service provider shall be responsible to provide immediate replacement of any staff deployed by him, who is not available for duty at the place of posting **and also provide the manpower during the leave period and rotational duty off period of engaged worker. The service provider will provide 4 rotational off/ leave per month to each Sweeper.**

(b) Uniform with name plate will be provided to every engaged worker.

(c) List of engaged workers with I.D. will be submitted in the office of the GM, HR, YAMUNANAGAR.

(d) No engaged workers to be removed without sanctioned of competent authority.

4. In relation to financial bid tenderer(s) are directed to:

(a) Submit their reasoned and justified rates of their Administrative charges after taking into consideration the deduction of TDS and all his statutory obligations as well as his sole responsibilities as an employer/ service provider of the persons to be engaged/ employed by him for the execution of this Service Agreement.

(b) **The quoted Administrative/ Service charges by the tenderer shall remain valid/ frozen for the whole period of contract (i.e. covering the total period of agreement) and no enhancement in the rates under any circumstances shall be allowed.**

(c) **Service provider some time offers administrative charges/ services charge at (zero) 0 % or margin, which is practically not possible. Such service providers who offer services at zero margins should not be given contract and disqualified. Policy of Outsourcing by Chief Secretary to Government of Haryana vide letter no. 43/5/2001-3GS-II dated: 10 Feb. 2015 which states that services charges @ 2.01% or less quoted by the agency for providing manpower may be declined & letter No. 16/7/2015-1GS-II dated 06.04.2015 should also be followed.**

5 Penal Provisions.

a) In case the service provider fails to commence/ execute the work as stipulated in the agreement (or unsatisfactory performance or does not meet the statutory requirement of the contract) the 'GM, HR, YAMUNANAGAR' reserves the right to impose the penalty as detailed below: -

(i) 20% of cost of order/ agreement per week up to four weeks delays.

(ii) **After four weeks delay, the department may cancel the agreement and get this job carried out preferably from any other agency from the open market. The difference in cost, if any, will be recovered from the defaulting service provider as damages at double the rate of payment and he shall also be black listed for a period of four years from participating in such type of tender and his earnest money/ security deposit may also be forfeited, if so warranted.**

b. In case of any misconduct/ misbehavior of service provider 's personnel verified by the competent authority, a penalty of Rs. 500 to 1000, depending upon the Cleaning, Sanitation & Workshop Services activities Service of the complaint, for each such incident shall be levied and the same shall be deducted from service provider 's bill. Further, the concerned guilty person shall be removed by the service provider.

c. The Competent Authority for imposing the penalty shall be the General Manager GM, HR, YAMUNANAGAR.

6. The service provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI for providing Cleaning, Sanitation & Workshop Services activities Service & Additional Support Services etc. with regard to the personnel engaged by him for providing Security services. It will be the responsibility of the service provider to provide details of all manpower deployed by him in the 'GM, HR, YAMUNANAGAR' and to the Labour Department.

7. The **service provider** shall be liable to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF and ESI are concerned, it shall be the duty of the Service provider to get PF/ ESI code number allotted by RPFC/ ESI against which the PF/ ESI subscription deducted from the payment of the each personnel engaged and equal amount of employer's contribution should be deposited with the respective PF/ ESI authorities within seven days close of every month. Complete particulars of the employees engaged for the providing support services are required to be submitted to the 'GM, HR, YAMUNANAGAR'. In any eventuality, if the service provider fails to remit employee/ employer's contribution towards PF subscription etc. within stipulated time, the 'GM, HR, YAMUNANAGAR' will be entitled to recover an equal amount from any money due or that may accrue to the Service provider under this agreement or any other contract and will be deposited with RPFC/ ESI on behalf of the service provider .

8. The 'GM, HR, YAMUNANAGAR' shall have the right to ask for the removal of any person deployed by the service provider, who is not found to be competent and orderly in the discharge of his

duties and may direct the service provider, to have any person removed who is considered to be undesirable or otherwise and similarly service provider reserve the right to change the staff but with prior intimation to the 'GM, HR, YAMUNANAGAR'.

9. The service provider shall not engage any sub-service provider or transfer the contract to any other person in any manner.

10. The antecedents of staff deployed shall be got verified by the service provider from local police authority and an undertaking in this regard be submitted to the 'GM, HR, YAMUNANAGAR' and Medical Examination of each employee for fitness (Fitness certificate) before employing in the GM, HR, YAMUNANAGAR .

11. The service provider shall maintain a register on which day to day deployed of personnel shall be entered. The authorized official of the 'GM, HR, YAMUNANAGAR' will countersign this.

12. All liabilities arising out of accident or death while on duty shall be borne by the service provider.

13. The service provider and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the 'GM, HR, YAMUNANAGAR' and shall not knowingly lend to any person or company and of the effects of the 'GM, HR, YAMUNANAGAR' under its control.

14. The service provider shall be responsible to maintain all property and equipment of the 'GM, HR, YAMUNANAGAR' entrusted to it. Any damage or loss caused by service provider's persons to the 'GM, HR, YAMUNANAGAR', in whatever shape, would be recovered from the service provider.

15. Procedure for release of payment: -

a) The service provider shall pay wages to its workers/ workmen latest by 7th of the respective month before submitting his claim for reimbursement as per contract agreement.

b) Service provider/ service provider will have to produce a register of wages cum muster roll of engaged worker of the previous/ preceding month along with the bill by the 10th of every month after due verification by the Officer as appointed for the purpose by the 'GM, HR, YAMUNANAGAR'.

c) The claim must be supported by proof of service provider having deposited EPF/ ESI of each workers/ workmen deployed by the service provider.

d) The service provider shall open Aadhar linked Bank Account of the beneficiaries within 15 days of assumption of contract and maintain it until the duration of the contract. Payment to the workers should be made through RTGS Money Transfer System.

e) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.

f) The Income Tax will be payable by the Service provider and shall be deducted at source as per law.

16. That in the event of any loss occasioned to the 'GM, HR, YAMUNANAGAR' as a result of any lapse on the part of the service provider and that may be established after an joint enquiry conducted by the 'GM, HR, YAMUNANAGAR' and Security provider, the said loss may be claimed from the service provider up to the value of the loss. The decision of the General Manager of the 'GM, HR, YAMUNANAGAR' will be final and binding on the service provider.

17. The service provider will deploy supervisors as per the need given by the 'GM, HR, YAMUNANAGAR'. The supervisor shall be required to work as per the instructions of 'GM, HR, YAMUNANAGAR'.

18. The service provider shall ensure that its personnel shall not at any time, without the consent of the 'GM, HR, YAMUNANAGAR' in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the 'GM, HR, YAMUNANAGAR' and shall not disclose any information about the affairs of 'GM, HR, YAMUNANAGAR'. This clause does not apply to the information, which falls in the domain of public knowledge.

19. Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation/ damage/ expensed/ fines. The concerned service provider's personnel shall attend the court as and when required.

20. **Force Majeure:** -

If at any point of time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall because of such event be entitled to terminate the contract in respect of such performance of their obligation. The obligations under the contract shall be resumed as soon as practicable after the event has ended or ceased to exit. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, which is more, either party may at its option terminate the contract.

21. The service provider shall deploy his personnel only after the approval of the 'GM, HR, YAMUNANAGAR'.

22. **“NOTICE TO PROCEED” means the notice issued by the 'GM, HR, YAMUNANAGAR' to the service provider communicating the date from which the work/ services under the contract are to be commenced.**

23. If such service provider is a joint venture/ partnership of two or more persons, all such persons shall be jointly and severally liable to the 'GM, HR, YAMUNANAGAR' for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with Authority to sign. The joint venture/ partnership shall not be altered without the approval of the 'GM, HR, YAMUNANAGAR'.

24. The contract period shall be for Twelve months from the date of the commencement (as mentioned in Notice to Proceed).

25. During the course of contract, if any of service provider's personnel are found to be indulging in any corrupt practices or causing any loss of revenue to the 'GM, HR, YAMUNANAGAR', it shall be entitled to terminate the contract forthwith **duly forfeiting the service provider's Performance Cleaning, Sanitation & Housekeeping service.**
26. In the event of default being made in the payment of any money in respect of wages of any person deployed by the service provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the 'GM, HR, YAMUNANAGAR' may, failing payment of the said money by the service provider, make payment of such claim on behalf of the service provider to the said Labour Authorities and any sums so paid shall be recoverable by the 'GM, HR, YAMUNANAGAR' from the service provider.
27. If any money, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the 'GM, HR, YAMUNANAGAR' such money shall be deemed to be payable by the service provider to the 'GM, HR, YAMUNANAGAR' within seven days. **The 'GM, HR, YAMUNANAGAR' shall be entitled to recover the amount from the service provider by deduction form money due to the service provider or from Performance Cleaning, Sanitation & Housekeeping service.**
28. **The service provider shall make the list of staff going to be deployed shall be made available to the 'GM, HR, YAMUNANAGAR' and if any change is required by of, the 'GM, HR, YAMUNANAGAR' fresh list of staff available after every change.**
29. The service provider shall identify and hold the 'GM, HR, YAMUNANAGAR' protected/ safe from and against all claims, damages, losses, and expenses arising out of, or resulting from the works/ services under the contract provided by the service provider.
30. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
31. **The service provider shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing Cleaning, Sanitation & Workshop Services activities Service**in the 'GM, HR, YAMUNANAGAR' before joining.
32. **Only physically fit personnel shall be deployed for duty by the service provider.**
33. The service provider shall ensure that the **Cleaning, Sanitation & Housekeeping service** staff shall not take part in any staff union and association related activities.
34. The 'GM, HR, YAMUNANAGAR' shall not be under any obligation for providing employment to any of the worker for the service provider after the expiry of the contract. **The 'GM, HR, YAMUNANAGAR' does not recognize any employee employer relationship with any of the workers of the service provider.**

35. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the 'GM, HR, YAMUNANAGAR' from the service provider.

36. If any underpayment is discovered, the amount shall be duly paid to the service provider by the 'GM, HR, YAMUNANAGAR'.

37. The service provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the 'GM, HR, YAMUNANAGAR'.

38. The service provider will have to deposit the proof of having deposited employer/ employee's contribution towards EPF/ ESI etc. of each employee every month.

39. The service provider shall disburse the wages to its staff deployed in the 'GM, HR, YAMUNANAGAR' every month through RTGS Money Transfer System to Aadhar Linked Bank Accounts of the beneficiaries. .

40. OBLIGATION OF THE SERVICE PROVIDER:

Service provider shall ensure full compliance with tax laws of India with regard to this contact and shall be solely responsible for the same. **The service provider shall submit copies of acknowledgements evidencing filing of returns every year** and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the service provider in respect thereof, which may arise.

41. The 'GM, HR, YAMUNANAGAR' will deduct income tax at source under section 194-C of Income Tax Act from the service provider at the prevailing rates of such sum as income tax on the income comprised therein.

42. DISPUTE RESOLUTION:

a) Any dispute and or difference arising out of or relating to this contract will resolve through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter will be referred for adjudication to a **sole Arbitrator which would be Director General, State Transport, Haryana, Chandigarh or any officer appointed by the Director General, State Transport, Haryana, Chandigarh.**

b) The award of the sole arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/ services to which the dispute relates on account of the arbitration and payment to the service provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at YAMUNANAGAR.

43. The 'GM, HR, YAMUNANAGAR' reserves the right to cancel or reject all or any of the tender without assigning any reason. GM, HR, YAMUNANAGAR is the final authority in this regard.

44. Any act on the part of the tenderer to influence anybody in the 'GM, HR, YAMUNANAGAR' is liable to rejection of his tender.

45. Surprise Check: The General Manager, Haryana Roadways, YAMUNANAGAR or any other officer so authorized shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily and submit their report to the competent authorities. The service provider will subject himself for regular checking and provide regular reports to the administration or competent authority as per the guidelines or terms and conditions laid down by the authorities. In case, any person so deployed by the Service Provider is not up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/ defect/ deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately take notice of the same and replace the particular person(s) so deployed. Further, the service provider will submit the mandatory regular reports of satisfactory work done and daily attendance sheet of the workers engaged by him after getting duly verified by the person nominated by the GM, HR, YAMUNANAGAR.

46. JURISDICTION OF COURT:

*The courts at **YAMUNANAGAR district** shall have to exclusive jurisdictions of that area, will try all disputes, if any, arising out of this agreement between the parties.*

PRICE BID/SCHEDULE OF QUANTITIES

For the **Cleaning, Sanitation & Housekeeping service**, the bid price would be as per the manpower deployment in compliance with minimum wages act 1948 and outsourcing policy of the State Govt. Price bid should be as per Annexure-II

ANNEXURE-II (Financial**Bid) GENERAL MANAGER, HARYANA ROADWAYS,****YAMUNANAGAR****E-tender for Cleaning, Sanitation & Workshop Services activities Servicefor the year 2021-22.****a) For Workshop & Office (administrative block), YAMUNANAGAR, Bus Stand YAMUNANAGAR, JAGADHARI, CHHACHHROULI, RADAUR, BILASPUR,SADHOURA**

I/ We hereby offer to provide Cleaning, Sanitation & Workshop Services activities Service at the following rates on the basis of minimum wages notified by State Govt. Haryana as applicable from time to time/ DC Rates whichever is higher as per term & condition mentioned at Annexure-III.

Sr. No.	Nomenclature	Nos	Basic rates per month (Rates fixed by the Deputy Commissioner concerned (in Rs.).	Employees Provident Fund (In Rs.)	ESI (In Rs.)	Service Charges (In Rs.)	Service Tax (In Rs.)	GST (In Rs.) (If applicable)	Landed Price (In Rs.) p.m.
1	Sweeper	11							
2	Chowkidar	14							
3	Peon	13							
4	Mali	01							

Signature of Tenderer with Stamp

Note: “Service provider some time offers administrative charges/ service charge at (Zero) 0% or margin which is practically not possible. Such service providers who offer their service charges (zero) 0%/ Margin shall not be given contract and disqualified.” Hence, in terms of instructions issued vide Chief Secretary to Government of Haryana letter no. 43/5/2001-3GS-II dated: 10 Feb 2015, that services charges @ 2.01% or less quoted by the agency for providing manpower may be declined. Further, provisions/ guidelines contained in instructions issued by Govt. of Haryana from time to time on Policy for engaging/ outsourcing of services / activities should also be strictly followed.

In Case the rate quoted by All the party remain same, than decision will be taken by the lottery system

ANNEXURE-III

**SCOPE OF WORK/ SERVICE PROVIDER'S
RESPONSIBILITIES**

For Cleanliness of premises of Haryana Roadways YAMUNANAGAR Buses, Bus Stand, Workshop & Office Buildings YAMUNANAGAR, JAGADHARI, CHHACHHROULI, RADAUR, BILASPUR, SADHOURA

1. Terms and conditions for the cleanliness will be as under: -

- i) Floors of bus stands will be cleaned throughout day. Un-authorized posters and advertisements will be cleaned at Bus Stand & other buildings.
- ii) Lavatory & toilets/ bathrooms etc. of workshop, office, bus stands will be cleaned smoothly. Roofs and walls will be cleaned. Floors of above building will also be cleaned properly.
- iii) Cleaning of sewerages of inside buildings will be ensured.
- iv) Contract of aforesaid work will be made within 7 days and expenditure thereof will be borne by contractor themselves.

Terms & Condition for Cleaning, Sanitation & Workshop Services activities Service of Bus Stand, Workshop & Office premises (administrative block) at YAMUNANAGAR, JAGADHARI, CHHACHHROULI, RADAUR, BILASPUR, SADHOURA

v) are following:

a) The work will be done as follows:

Sr. No.	Where service required	Shift & Timing	Remarks
1	Bus Stand, YAMUNANAGAR	1 st Shift 5.00 am to 1.00 pm 2 nd Shift 1.00 pm to 9.00 pm	
2	Office (Administrative Block) & workshop YAMUNANAGAR	1 st Shift 7.00 am to 3.00 pm	
3	Bus stand Radour, Sadhoura, Bilaspur, Chhachhrouli	Shift 8.00 am to 4.00 pm	

b) The cleaning of toilets, brooming & moping of hours remaining of etc. will be done throughout the day continuously.

c) The equipment & material is to be provided by the service provider.

d) The regular cleaning of sewerage pipes, main hole inside premises is to be ensured.

e) Dustbins (capacity minimum 40 ltrs. with polythin bags) at every 50 feet are to be placed by the service provider.

f) List of worker engaged will be provided on daily basis and no worker removed without sanction of competent authority.

g) Safety and securities of taps, washbasins, urinal pots, exhausts & lights will be ensured by the service provider.

h) Contractor would be responsible to provide all cleaning materials, equipments as quantity & quality approved by the authority.

- vi) All above terms and conditions will be complied with by the contractors.
2. The Service provider/Contracting agency shall carry out work that may arise directly or indirectly for executing the services which may be incidental for the purpose of retendering the said services.
 3. The Service provider/ contracting agency shall provide and thereafter maintain insurance against all risks in respect of its property, Staff and equipment used for the execution of this contract.
 4. The duties and responsibilities of the Cleaning, Sanitation & Workshop Services activities Servicestaff will be Support investigation of damage, accident, theft and incidents to determine causes, circumstances and participants, prepare reports.
 5. **Leave allowed:** - Each security guard is allowed 4 days rotational off/ leave per month. During the leave period, replacement will be given by the service provider.

ANNEXURE-IV**A). Deployment of Cleaning, Sanitation & Workshop Services activities Service for Workshop & Office, (Administrative Block), YAMUNANAGAR and Bus stand YAMUNANAGAR, JAGADHARI, CHHACHHROULI, RADAUR, BILASPUR, SADHOURA**

No. of personnel required is 11 sweepers & 14 Chowkidar, Peon 13, Mali-01 Man as per the duties assigned by the GM, HR, YAMUNANAGAR.

1. Two shifting duty for the day Cleaning, Sanitation & Workshop Services activities Service are required.

ANNEXURE-V

CHECK LIST FOR TECHNICAL BID FOR PROVIDING CLEANING, SANITATION & HOUSEKEEPING SERVICES SERVICE.

Sr. No.	Documents asked for	Attached or not
1.	<i>Bid Security (EMD) of Rs. 1,84,000/-(Rupees One Lakh Eighty Four Thousand Only) to be deposited online.</i>	
2.	One self-attested recent passport size photograph of the authorized person of the firm/ agency with name, designation, address and office telephone numbers. If the Bidder is a partnership firm, name designation, address and office telephone numbers of Director/ Partners also.	
3.	Undertaking on a Stamp Paper of Rs. 100/- (Rs. One Hundred only) as per format prescribed in Annexure-VII	
4.	Self-attested copy of the PAN Card issued by the income Tax Department with copy of income Tax Return for the last three financial years.	
5.	Self-attested copy of Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/ agency.	
7.	Self-attested copy of Valid Employees Provident Fund Registration Number	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid License No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experiences of last five financial years as specified in clause 2.2 of the NIT along with satisfactory work performance certificates from the concerned employers as per (Annexure IX & X.)	
11.	Annual returns of previous three years supported by audited balance sheet along with Profit & Loss account and Income Tax returns belonging to previous three consecutive years i.e. 2017- 18, 2018-19 & 2019-20.	
12.	Affidavit for Non-Blacklisting as per (Annexure-XII).	
13.	Any other documents, if required.	

Signature of the Bidder

(Name and address of the Bidder)

ANNEXURE-VI

CHECK LIST FOR EVALUATION OF TECHNICAL BID OF CLEANING,**SANITATION & HOUSEKEEPING SERVICE**

Sr. N o	Information to be provided	To be filled by the Bidder (Yes/No)
1.	Annual turnover specified in the tender	
2.	Work experience certificate of having completed satisfactorily works of similar nature (attached) as per Annexure IX	
3.	Manpower requirement specified.	
4.	Material requirements specified.	
5.	Methodology of work specified (Work Plan)	

Note: - Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

ANNEXURE-VII
(Undertaking By Service Provider)

To

General Manager,
Haryana Roadways,
YAMUNANAGAR

Name of the Firm/ Agency_____

Name of the tender_____ due dated_____/ 16:00hrs.

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 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 Labour department of Government from time to time, will also comply with other statutory provisions and shall be fully responsible for any violation. I/ we shall provide trained security personal.*
4. I/We do hereby undertake that we will be provide **Cleaning, Sanitation & Workshop Services activities Service**at various sites in the GM, HR, YAMUNANAGAR on seven days a week two shifting duty for per day basis as mention in annexure- II of DNIT. **Our Security Service shall be covered under “Fidelity Bond” through Insurance Agency for minimum of three month of service of value. The insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.**

(Signature of the bidder)

Name and address of the bidder

Telephone No_____

ANNEXURE-VIII

FORM OF BANK GUARANTEE FOR PERFORMANCE

SECURITY

(Refer Clauses 10.4(a) OF THE NIT)

(To Be Stamped In Accordance With Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and **General Manager, Haryana Roadways, YAMUNANAGAR** (hereinafter called "the GM, HR, YAMUNANAGAR") of the other part.
2. WHEREAS the General Manager, Haryana Roadways, YAMUNANAGAR **has given a letter of offer for providing Cleaning, Sanitation & Workshop Services activities Service** for Rs. _____ (Rs. Rupees in figures and words) to M/s _____ (Name of the service provider) (herein after called the "Service provider ").
3. AND WHEREAS THE service provider is bound by the said letter of offer/ service agreement to submit to the 'GM, HR, YAMUNANAGAR' a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now we the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of service provider and in the said bank will guarantee the 'GM, HR, YAMUNANAGAR' the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the service provider has signed the service agreement with 'GM, HR, YAMUNANAGAR', the bank is engaged to pay the ' GM, HR, YAMUNANAGAR', any amount up to and inclusive of the aforementioned full amount upon written order from the 'GM, HR, YAMUNANAGAR' to indemnify the 'GM, HR, YAMUNANAGAR' for any liability of damage resulting from any defects or shortcomings of the Service provider or the debts he may have incurred to any parties involved in the **works as mentioned in the letter of offer/ service agreement** whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the 'GM, HR, YAMUNANAGAR' immediately on demand without delay without reference to the Service provider and without the necessity of a previous notice or of judicial or Administrative procedures and without it being necessary to prove to the bank the liability or damages resulting shall pay to the ' GM, HR, YAMUNANAGAR' any money so demanded not withstanding any dispute/disputes raised by the Service provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ from the date of signing.
7. At any time during the period in which this guarantee is still valid, if the ' GM, HR, YAMUNANAGAR' agrees to grant a time of extension to the service provider or if the service provider fails to provide services as mentioned in DNIT/ Letter of Offer/ Service agreement or fails to

discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the ‘ GM, HR, YAMUNANAGAR’ and at the cost of the service provider .

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or the Service provider .

9. The neglect or forbearance of the ‘GM, HR, YAMUNANAGAR’ in enforcement of payment of any moneys, the payment whereof is intended to be hereof secured or the giving of time by the ‘GM, HR, YAMUNANAGAR’ for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the GM, HR, YAMUNANAGAR”, “the Bank” and “the Service provider” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee of the _____ day of _____ (month) _____ (year) being herewith duly authorized.

For and on behalf of

The _____ bank

Signature of Authorized bank official

Name of the official _____

Designation _____

ID No. _____

Stamp/seal of the bank

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1

Witness-2

Signature _____

Signature _____

Name _____

Name _____

Address _____

Address _____

ANNEXURE –XI**Work experience**

This is to certify that _____ Company was providing _____ Services at _____ Institute from time period _____ to _____ with manpower of _____ and contract amount of Rs. _____ annually. Work of _____ Company is /was satisfactory.

Institute/

Signature of Head of

Competent Authority

ANNEXURE –X**Undertaking/Certificate from Institute (Regarding EPF, ESI)**

This is to certify that _____ Company has been providing _____ Services in our Institute since _____.

This Company is depositing their contribution i.e. EPF, ESI regularly without any penalty or cancellation of their registration.

Signature of Head of Institute/

Competent Authority

ANNEXURE –XI**Affidavit for Non Blacklisting of the firm****(To be given on Stamp Paper Attested by Notary)**

I _____(Name & Address of Service Provider), do hereby solemnly affirm and declare as under:-

1. That I am the proprietor of _____ firm.
2. This firm is in existence since _____ Years.
3. This firm is registered in Labour department, ESI, EPF, Income Tax Department.
4. That no firm stands registered with similar name in my area.
5. That there is no dispute in relation to this firm.
6. That the name of above said firm is not entered into blacklist anywhere.

Deponent

Verification:-

The above information is true best of my knowledge and belief and nothing has been concealed therein.

Deponent

ANNEXURE-XII

General Manager, Haryana Roadways, YAMUNANAGAR (Haryana)

(Refer Clauses 10.3 OF THE NIT)

(To Be Stamped In Accordance With Stamps Act of India)

FORM OF SERVICE AGREEMENT FOR CLEANING, SANITATION & HOUSEKEEPING SERVICE

THIS AGREEMENT is made on this _____ day of _____ 2021, between the **General Manager, Haryana Roadways, YAMUNANAGAR** (hereinafter referred to as the “GM, HR, YAMUNANAGAR” 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 registered under the Companies Act, 1956/a partnership firm constituted between _____ having its place of business or registered office at _____ acting through _____ its Managing Director/ Partner (Hereinafter referred to as “Services Provider” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/ his/ her/ their respective heirs, executors, administrators and successors/ the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second party.

WHEREAS the Service Provider is engaged in the business of providing Cleaning, Sanitation & Workshop Services activities Service AND WHEREAS the Service Provider has expressed his keen 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 ‘GM, HR, YAMUNANAGAR’, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH 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 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 the agreement and to the satisfaction of the ‘GM, HR, YAMUNANAGAR’;

1.3 shall, on the execution of this agreement and providing Cleaning, Sanitation & Workshop Services activities Service& to the 'GM, HR, YAMUNANAGAR', not violate, breach and contravene any conditions of any agreement entered in the any third party.

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 **Cleaning, Sanitation & Workshop Services activities Serviceto** the GM, HR, YAMUNANAGAR, at its various sites on seven days a week as per **Annexure-III**.

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 maintain its performance as determined by the 'GM, HR, YAMUNANAGAR' 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.

d. If the 'GM, HR, YAMUNANAGAR', 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 'GM, HR, YAMUNANAGAR'.

e. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/ irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the 'GM, HR, YAMUNANAGAR' 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 performances by the Service Provider of its obligations under this agreement.

g. It is the responsibility of service provider to arrange the manpower if a worker is absent/ day off or on leave.

3. TERMS OF PAYMENT

a. *Fees and charges for the services to be rendered are in 'the letter of offer' clearly define the basis of the payment (and as per outsourcing policy of state Government.) to service provider, as agreed to between the parties.*

b) All payment made by the 'GM, HR, YAMUNANAGAR' 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 is as per the minimum wages 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. DC Rate offer** 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 the preceding month along with the bill of reimbursement to be submitted by the 10th day of every calendar month for verification to the nominated official of GM, HR, YAMUNANAGAR.

e) **The Service Provider shall ensure that payment to his employees is made through RTGS money transfer system to Aadhar link bank account of the beneficiaries.**

4. SUBMISSION AND VERIFICATION OF BILLS

The services provider shall submit on a monthly basis the bills for the services rendered to enable the corporation to verify and process the same for reimbursement.

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 department's option, would be subject to verification at any time. The 'GM, HR, YAMUNANAGAR' may refuse the entry into its premises to any personnel of the service provider not bearing such identify card or not being perfectly dressed.

b) The Corporation shall always have the right and liberty to do surprise inspection.

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

6. NATURE OF AGREEMENT

The parties hereto have considered and agreed to 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 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR', except to the extent any purpose permitted herein.

b) This agreement is for providing the **forementioned services** and is not an agreement for supply of contract Labour. It is clearly understood by the service provider that the persons

employed by the service provider for providing services as mentioned herein, shall be the employees of the service provider only and not of the 'GM, HR, YAMUNANAGAR'. The service provider shall be liable to make payment to its said employees towards their monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. through RTGS money transfer system or as directed by Government of Haryana from time to time.

c) 'GM, HR, YAMUNANAGAR' shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the service provider's employees/ agents/ manpower 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 labor 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 services under this agreement. The Service Provider indemnifies and shall always keep 'GM, HR, YAMUNANAGAR' indemnified against all losses, damages, claims action taken against 'GM, HR, YAMUNANAGAR' 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 favor of the 'GM, HR, YAMUNANAGAR' that he has complied with all his statutory obligations.

8. ACCOUNT 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 'GM, HR, YAMUNANAGAR'.

b) The service provider shall forthwith upon being required by the 'GM, HR, YAMUNANAGAR', allow 'GM, HR, YAMUNANAGAR' of 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 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR'. However, upon discovery of any discrepancies or under payment the service provider shall immediately reimburse the 'GM, HR, YAMUNANAGAR' for such discrepancies or overcharge.

9. INDEMNIFICATION

a) The service provider shall at its own expenses make good any loss or damage suffered by the 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR' or otherwise.

b) The service provider shall at all times indemnify and keep indemnified that 'GM, HR, YAMUNANAGAR' against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the premises of the 'GM, HR, YAMUNANAGAR' which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or the worker or the 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 or the Service Provider or not, who provided or provides the service at the site or any other premises of the 'GM, HR, YAMUNANAGAR' shall be as provided hereinbefore.

c) The Service provider shall at all times indemnify and keep indemnified the 'GM, HR, YAMUNANAGAR' 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 GM, HR, YAMUNANAGAR's premises before and after that.

d) That, if any time, during the operation of this agreement or thereafter the 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR' all such amounts and costs also and in all such cases/events the decision of the 'GM, HR, YAMUNANAGAR' shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the Service or part thereof as mentioned in this agreement for any reason whatsoever, the 'GM, HR, YAMUNANAGAR' shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the 'GM, HR, YAMUNANAGAR' 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/nonperformance of services, which it may suffer or otherwise incur by reason of any act of 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. TERMS

a) **This agreement shall be effective for a period of One year with effect from _____ up to _____ (Dates will be decided at the time of signing of agreement).**

b) In this agreement work and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract.

c) The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:

- i. Undertaking by service provider for acceptance for Cleaning, Sanitation & Housekeeping service.
- ii. Terms and Conditions;
- iii. Notice inviting Tender;
- iv. Price bid/Schedule of quantity;
- v. Scope of work;
- vi. Addendums, if any;
- vii. Any other documents forming part of the contract to Annexure-I to XII.

d) In consideration of the payments to be made by the 'GM, HR, YAMUNANAGAR' to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the employer to execute the Cleaning, Sanitation & Workshop Services activities Service w.e.f. _____ as per the provisions of this Agreement and the tender documents.

e) The 'GM, HR, YAMUNANAGAR' hereby covenants to pay the service provider in consideration of the execution and completion of the works/services as per the provisions of this agreement and the tender documents, the contract price of Rs. _____ (_____) Rupees in words).

f) Being the sum stated in the letter of Undertaking by service provider for acceptance for Cleaning, Sanitation & Workshop Services activities Service & Additional Support Services subject to such additions thereto or a deduction there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

3. TERMINATION

- a) Either party can terminate this agreement by giving three month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the 'GM, HR, YAMUNANAGAR' 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 the statutory obligations.
- b) If Service provider commits breach of any covenant or any clause of this agreement 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR' for losses or damages on account of such breach.
- c) **The 'GM, HR, YAMUNANAGAR' shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection appoints receivers, or enters into an arrangement for the benefit of creditors.**

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assignment of this agreement in part or whole, to any third party without the prior written consent of the 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR' in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the 'GM, HR, YAMUNANAGAR'.

16. SERVICE 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 of such other addresses as may be intimated from time to time in writing.

GM, HR, YAMUNANAGAR

Service Provider

General Manager

Haryana Roadways, YAMUNANAGAR-135001

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of GM, HR, YAMUNANAGAR and it undertakes that it will not, without GM, HR, YAMUNANAGAR'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 05 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only made in writing.

19. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that 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 agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by the 'GM, HR, YAMUNANAGAR' 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 'GM, HR, YAMUNANAGAR' to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provide 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 'GM, HR, YAMUNANAGAR' to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder it is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, Labour disputes and government or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at GM, HR, YAMUNANAGAR for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator which would be Director General, State Transport Haryana Chandigarh or any other officer appointed by Director General, State Transport Haryana Chandigarh. The award given by the arbitrator shall be final and binding on the parties.

25. GOVERNING LAW/JURISDICTION

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

26. TWO COUNTERPARTS

The agreement is made in duplicate. The Service Providers shall return original 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 GM, HR, YAMUNANAGAR AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREONTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENT OF THE FOLLOWING WITNESS.

SIGNED, SEALED AND DELIVERED WITNESS

1. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO.:

SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO.:

2. SIGNATURE

NAME:

DATE:

DESIGNATION:

General Manager
Haryana Roadways,

SIGNED, SEALED AND DELIVERED WITNESS

1. SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO.:

SIGNATURE:

NAME:

DATE:

DESIGNATION:

TELEPHONE NO.:

2. SIGNATURE

NAME:

DATE:

DESIGNATION:

For and on behalf of the Service Provider