

HARYANA SEEDS DEVELOPMENT CORPORATION LIMITED
(A STATE GOVERNMENT UNDERTAKING) ,
BAYS-3-6, SECTOR 2,
PANCHKULA
WEBSITE: www.haryanaeprocurement.gov.in
BID DOCUMENTS

TENDER FOR OUTSOURCING OF MANPOWER SERVICES

The interested bidders shall have to pay mandatorily e-Service fee + tender document fee (Non refundable) of Rs. 1000+5900/- (Rs. 5000/-+18% GST) (Rupees One thousand and Five thousand Nine Hundred only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date of EMD submission and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	08/03/2018 at 04.00 p.m.	20/03/2018 at 4.00 p.m.	20/03/2018 at 04:00 p.m.
2	Technical Opening	Bid	(21.03.2018 at 03:00 p.m.)		
3	Financial Opening	Bid	(21.03.2018 at 04.00 p.m.)		

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

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

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

2. **Obtaining a Digital Certificate:**

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

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

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

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

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

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital

signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

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

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

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

8.1 Online Payment of Tender Document Fee + e-Service fee:

Contractors shall have to pay tender fee Rs. 5900/- (Five thousand Nine Hundred Only) (non-refundable) and e-Service Fees Rs. 1000/- (One Thousand Only) (non-refundable) online, EMD of Rs. 5,00,000/- (Rs. Five lac only) will be deposited online through www.haryanaeprocurement.gov.in The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 **PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:**

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from **08.03.2018 to 20.03.2018 upto 04.00 PM** and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that **file size is not exceed more than 10 MB**) and uploaded during the on-line submission of PQQ or Technical Envelope.
- (iii) **The hard copy of technical documents is to be submitted before the tender committee at the opening of technical bid on 21.03.2018 at 3.00 PM.**
- (iv) The experience certificate will be considered as per **Annexure “A”** of tender document.
- (v) Any type of documents regarding tender will not be entertained/received after opening of the tender documents on www.haryanaeprocurement.gov.in.

Assistance to the Bidders:-

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

Office Timings of Help-desk support for single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00pm) each month.

All queries would require to be registered at our official [email-chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on-time support (Only those queried which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk).

IMPORTANT NOTE:-

All queries would require to be registered at our official [email-chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on-time support. (*Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk*). Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event. For queries pertaining to ePayment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of eAuction/Tender event. Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working days

Office Address for Training workshop 1 st , 2 nd Friday (from 3:30 pm upto 6:00 pm)		
Nextenders India Pvt.Ltd Municipal Corporation Faridabad Near B.K.Chowk, Opp. B.K.Hospital NIT, Faridabad, Contact no.- +91- 8743042801/9310335475	Nextenders India Pvt.Ltd Public Health Division No 2 Hisar, Model Town, Opp. N.D Gupta Hospital, Hisar Contact: +91- 9034357793	Nextenders (India) Pvt. Ltd. Nirman Sadan (PWD B&R) Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh - 160020 For Support- 1800-180- 2097, 0172-2582008-2009

For Support – 1800-180-2097 Office will remain closed on Saturday, Sunday and National Holidays

NOTE:-

- (A) *Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.*

In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

- Envelope 1: Technical Bid

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

- Envelope 2: Financial Bid

The bidders shall **quote** the prices in Financial Bid format under Financial Bid.

SERVICES/ ACTIVITIES FOR OUTSOURCING OF MANPOWER SERVICES
IMPORTANT INSRUCTIONS

1. All the instructions contained in the Tender form are important and required to be complied with.
2. Please ensure that Technical Bid, Financial Bid and Bid Guarantee [Earnest money Deposit (EMD) are to be submitted online through website www.haryanaeprocurement.gov.in. The hard copy of (technical bid submitted by the vender online) is to be submitted before the tender committee on opening of technical bid.
3. The Earnest money **Rs. 5,00,000/- (Rs. Five Lac Only)** will be accepted online at website www.haryanaeprocurement.gov.in.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Yes	No
1	Whether the Tender Fee amounting to Rs. 5900/- (Rupees Five thousand Nine Hundred only) (Non refundable) and e-service charge amounting to Rs. 1000/- (One Thousand Only) (Non refundable) have been deposited online?		
2	Whether the Bid guarantee (Earnest Money Deposit) of Rs. 5,00,000/-(Rs. Five Lacs only) will be deposited online?		
3	Whether the Solvency certificate issued by any of the Commercial banks in an acceptable form amounting to Rs. 20.00 Lacs has been uploaded online?		
4	Whether the Technical bid and Financial bid have been uploaded online?		
5	Whether an affidavit on the Non-judicial stamp paper Duly attested by the Executive Magistrate, regarding Non-black listing/non-prosecution of firm has been uploaded online?		
6	Whether each page of the tender documents at Annexure 'A' to 'H' and other enclosures as well as cutting (s) / overwriting (s) have been signed / initialed by the tenderer and also the forwarding letter has been uploaded online by authorized signatory ?		
7	Whether latest current valid Income tax return along with PAN/ TAN /GST No. have been uploaded online?		
8	Whether an self attested copy of all registration (s) Permission (s) license (s) etc. Such as valid labour License / EPF, ESI & EDLI license / code number which is required under any labour law and other legislation for providing the Services under the Service agreement have been uploaded online?		
9	Whether an experience certificate of minimum 01 year in the Institution (s)/ organization (s) where your firm has Executed Service contract for the supply of manpower during the last 03 years on the last date of uploading the tender along with the list of such institution(s)/ Organization and also certificate of its satisfactory Performance have been uploaded online?		
10	Whether a copy of the constitution / partnership deed of your firm duly registered with registrar of firms/ companies have been uploaded online?		
11	Whether a copy of your audited balance sheet for the last 02 year has been uploaded online?		

Place: _____

Date: _____

Signature of Tenderer _____

Full Name of the Tenderer _____

Address _____

INSTRUCTIONS/ GUIDELINES FOR TENDERERS.

1. A copy of Tender Notice is at **Annexure – 'A'**.
2. The Terms and conditions as laid down in the Service agreement for the award of contract for outsourcing of Services/Activities at **Annexure-'B'**.
3. The Scope of work/activities are at annexure -'C'
4. A copy of the terms of payment is at **Annexure-'D'**.
5. Technical bid Performa for evaluation of technical performance of the tender is at **Annexure-'E'**.
6. Financial Bid Performa is at **Annexure-'F'**.
7. A copy of undertaking regarding compliance of statutory obligations is at **Annexure –'G'**
8. An affidavit regarding non-black listing/non-prosecution is at **Annexure-'H'**.
9. **Number of persons to Engaged is at Annexure-“J”**
10. The Service Provider, being the employer in relation of persons engaged/employed by him to provide the Service under the Service agreement shall alone be responsible to make the payment of monthly wages/salaries to the persons deployed by **him which in any case shall not be less than the minimum wages as fixed or prescribed under the wages Act 1936, minimum wages Act 1948 (Act XI of 1948), contract labour (Regulation & Abolition) Act, 1970** and rules framed there under from time to time or by the state Government and /or any authority constituted any or under any law and observe compliance of all the relevant labour laws. Besides this the Service. Provider shall also make the payment of all other statutory dues like employees provident fund, employees state insurance, employees deposit link insurance , bonus , gratuity, maternity etc. To his employees.
11. This tender documents along with **Annexure- ‘A’ to ‘J’** and forwarding letter should be returned intact, along with earnest money deposit (EMD) , Technical Bid, Financial Bid etc. Each page of the tender document and Annexure ‘A’ to ‘H’ should be signed in full by the tenderer (S) and should bear the rubber stamp/ seal of the firm affixed on each page any cutting (S) / overwriting (s) etc. Should also be initialed and must be uploaded online on www.haryanaeprocurement.gov.in. Any infringement of these conditions, the tender shall be rejected.
12. The tenderer should submit the hard copy of technical bid before the committee on opening of **technical bid.**
 - (i) The above document should be submitted electronically and may be downloaded from website www.haryanaeprocurement.gov.in.
13. *The tenderer shall be awarded to the tenderer, who quotes the lowest offer in the Financial Bid provided he fulfils all others terms and conditions of the tender document. Administrative/service charges @2% value or less on D.C. rate/Basic wage rate excluding EPF/ ESI shall be straightway rejected. Administrative/service charges will be paid on D.C. rate/Basic wage rate excluding EPF/ ESI. Administrative/service charges will be considered upto two decimal values on D.C rate/Basic wage rate excluding EPF/ESI and tenderer also mention service/administrative charges both in figures and words.*
14. The tenderer should keep his offer valid for acceptance for a period of 01 year from the date of opening the Financial Bid. In the case the tenderer is unable to keep his offer open for the above said period; his tender shall be treated as invalid.
15. The tender must be accompanied with a latest solvency certificate for an amount not less than Rs. 20.00 Lacs issued by any of the commercial banks in an acceptable form, within the last 06 months on the closing date of tender.
16. The tender without earnest money deposited online or short of it tender shall not be entertained and rejected straightway.
17. This tender form is not transferable.
18. No tenderer is exempted from depositing online Earnest Money Deposit (EMD) of **Rs. 5,00,000/- (Rs. Five Lac Only)** on www.haryanaeprocurement.gov. in any circumstances..
19. The tenderer shall quote his offer/rates plus administrative charges in percentage both in figures and words, which shall remain valid for the whole period of contract for 1 (one) years on the basis of wages fixed for each category of the posts mentioned in the annexure of scope of work by taking into consideration 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 viz and no enhancement in the administrative charges in percentage under any circumstances, shall be allowed.
- (a) To pay the wages/salaries under the payment of wages Act, 1936 minimum wage Act, 1948, contract labour (regulation & abolition) Act, 1970 and rules framed there under, Employees provident fund (EPF) Act, 1952, Employee state insurance Act (1948) payment of Bonus Act 1965, employees deposit link insurance (EDLI) payment to gratuity Act 1972, maternity leave Act, 1961 as applicable and as amended from time to time and or any to her rules framed there under etc.
 - (b) To comply with the provision of the Income Tax Act, 1961 GST etc. As applicable or as amended from time to time any other expenses to be incurred in compliance with the provision of the Service agreement such as uniform, identity card, name plates etc.
 - (c) Administrative charges/ service charges (profit) of the tenderer or any other liabilities, which are required to be discharged by the full execution of Service agreement.
 - (d) The payment of the wages for the next 01 year will be paid on the basis of the percentage increase in wages fixed minimum wages or DC rate of relevant District whichever is higher by the Deputy Commissioner, Panchkula/concerned district from time to time.
20. The tenderer may inspect the Areas/Location, where the Services are to be provided for assessing the work involved on any working day during office hours.
 21. The technical bid shall be opened online on 21.03.2018 at 03.00 p.m. and financial bid shall be opened on 21.03.2018 at 04.00 p.m. both in the Office of Haryana Seeds Development Corporation Limited Meeting Hall Sector-2, Panchkula. The tenderer (s), shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the tender notice. In case of authorized representative are to be present they must furnish the authority letter from the tenderer on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
 22. Only eligible firms/ companies are required to upload the tender and the tenderer should upload an attested copy of the partnership deed duly registered with the registrar firms/companies.
 23. Subletting of contract is not allowed under any circumstances.
 24. The Tenderers must upload the latest valid income tax return alongwith PAN/TAN /GST no. issued by the Competent Authority along with technical bid.
 25. The tenderer should be registered under the contract labour (regulation & abolition) Act 1970 and rules, 1971 framed there under and should furnish a self attested copy of the valid labour licence issued by the Haryana Government along with the technical bid.
 26. The tenderer should upload an experience certificate of at least 01 year from an institution(s)/ organization where he has rendered similar services during the last 03 year preceding to due date of receipt of tender, along with the list of such institution (s)/ organization(s) and also attach certificate of its satisfactory working/performance from the institution(s)/ organization(s) mentioned in the list.
 27. In case of violation of any of terms and condition as mentioned above security deposit amount of the tenderer(s) shall be forfeited in full.
 28. Any attempt direct or indirect to cast influence negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/ authority before the finalization of tenders shall render the tender liable for rejection.
 29. The contract shall be awarded initially for a period of 01 year, which is further extendable annually up to a maximum period of 01 years on the same rates terms and condition accepted by the tenderer subject to satisfactory performance of the Services and statutory compliance of all the terms and conditions of the Service agreement. This will however be further subject to the approval of the competent authority.
 30. The competent authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions of the tender.
 31. **The tenderer should have done a business of more than Rs.1.00 crores during the year 2013-14, 2014-15 and 2015-16 and Rs.1.5.crores during the year 2016-17.**
 32. In any case, if two/more firms quotes the same rates, then lowest (L-1) will be decided on the basis of more turnover for last three financial years i.e. 2014-15, 2015-16and 2016-2017, services provided to the Government Institute's etc.

CONDITIONS: - DNIT & Prequalification Criteria can also be downloaded from the website www.haryanaeprocurement.gov.in

1. The requisite documents and Earnest Money/ Cost of tender document shall be paid online at www.haryanaeprocurement.gov.in on or before the dates mentioned above.
2. The detailed tender notice and DNIT can be downloaded from website <http://www.haryanaeprocurement.gov.in>. The Financial Bid of only those tenderers shall be opened who have deposited requisite earnest money and cost of tender form along with requisite documents online.
3. The Financial Bid will be opened only for those bidders who will have been found technically qualified.
4. Conditional tenders will not be entertained & are liable to be rejected.
5. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
6. The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
7. The societies shall upload an attested copy of the resolution duly approved by the Co-Operative department alongwith technical bids.
8. The tender without earnest money will not be opened.
9. The jurisdiction of court will be at Panchkula, Haryana.
10. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected, summarily without assigning any reason and no claim whatsoever on this account will be considered.
11. The Bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of 'Submit Bid Hash Online'. Bids would require to be valid for 120 days from the date of bid closing.
12. A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which his or her spouse's near relative (defined as first blood relations, and their spouses) is posted an officer in any capacity.
13. Any corrigendum and addendum will be displayed only on websites <http://www.haryanaeprocurement.gov.in>.
14. **Other Information:**
 1. The intending Contractors shall fill in the percentage rate in the online templates of the online e-tender. The Financial Bid has to be submitted online. It is mandatory.
 2. Technical Bid Documents should be submitted online.
 3. Bidder must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
 4. Financial Bid has to be submitted mandatory online and shall not be accepted physically under any circumstances. In case any tender does not comply with procedure given above, will be presumed that he is not interested in the work and the work shall not be let out to him. Further he may be de-barred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
 5. Tender's quotations which are dependent upon the quotations of another tender shall be summarily rejected.
 6. The tender of the bidder who does not satisfy the qualifications of the bid documents are liable to be rejected summarily without assigning any reason and no claim what so ever on this account will be considered.

For and on behalf of
Managing Director Haryana
Seeds Development Corporation.

ANNEXURE 'A'
HARYANA SEEDS DEVELOPMENT CORPORATION LIMITED
BAYS 3-6, SECTOR 2, PANCHKULA

Notice Inviting E-Tender

Online bids are hereby invited under two bid system (Technical & Financial) from eligible and reputed, firms, Agencies, Cooperative Societies for providing the Outsourcing of Manpower Services in HARYANA SEEDS DEVELOPMENT CORPORATION LIMITED , HARYANA both at Headquarter i.e. Bays 3-6, Sector 2 , Panchkula and field offices throughout the State of Haryana through e-tendering on web portal www.haryanaeprocurement.gov.in. Detail are as under:

Description of work/items	EMD to be deposited by Bidder	Tender Document fee & E-Service Fee(Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of EMD Submission	Expiry Date & Time of Bid Preparation & Submission
Outsourcing of Manpower Services	5,00,000/-	6900/- (5900+1000) +GST	08/03/2018 at 04.00 P.M.	20.03.2018 at 3.00 Hours	20.03.2018 at 16.00 Hours

1. For participating in above e-tender, the agencies/tenderers shall have to get themselves registered with <https://haryanaeprocurement.gov.in> and get user ID and Password. Class 2/3 digital signature certificate (DSC) is mandatory to participate in e-tendering process. Conditional and incomplete tenders will not be accepted.
2. Any Corrigendum /Amendments will be uploaded on www.haryanaeprocurement.gov.in only, not pressed in Newspaper.
3. If the tender opening date happens to be a holiday then next working day will be considered as tender opening date.
4. Signed & Stamped tender document along with technical and financial bids be uploaded online.

Managing Director,
Haryana Seeds Development
Corporation Limited
Panchkula

Tender for Outsourcing for Manpower Services in Haryana Seeds Development corporation Limited (both at Headquarter and Field offices in the State of Haryana).

SERVICE AGREEMENT

This Agreement is made on this _____ day of _____ between the Govt. of Haryana, acting through Managing Director, Haryana Seeds Development Corporation Limited , Panchkula (Hereinafter referred to as the ‘ MD, HSDC ’. excluded by or repugnant to the context, be deemed to included 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 Director/Partner (hereinafter referred to as ‘‘Service Provider’’ which expression shall, unless repugnant to the context or meaning there of 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 on the second part.

WHEREAS the Service Provider is engaged in the business of providing ‘‘**Outsourcing of Manpower Services**’’.

AND WHEREAS the Service Provider has expressed his keen desire to provide the said Services to the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula under this agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the the parties hereby enter in to his agreement on the terms and conditions appearing hereinafter.

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

1. SERVICE PROVIDER’S REPRESENTATIONS AND WARRANTIES.

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

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement shall continue to have full capacity power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (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, capacity and capability to perform its obligations in accordance with the terms of this agreement and to the entire satisfaction of the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula Shall on the execution of this agreement and providing Services to the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula not violate, breach and contravene any conditions of any agreement entered with any third parties.

1.3 Has complied with and obtained necessary permissions/licences/ authorizations under the central state and local authorities and obtained all required permissions/ licences for carrying out its obligations under this Agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

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

3. ASSIGNMENTS OF AGREEMENT:-

The agreement is executed on the basis of the current management structure of the Service Provider therefore any assignment of this agreement in part or whole to any third party shall be a ground for termination of this agreement forthwith.

4. TERMS

- (a) This agreement shall be effective initially for a period of **01** year with effect from _____ to _____ which is further extendable annually up to a maximum period of **02** years on the same rate terms and condition accepted by the Service Provider subject of satisfactory performance of the Service and statutory compliance of all the terms and condition of this agreement. This will; however be further subject to the approval of the competent authority.
- (b) The offer/rates plus Administrative charges in percentage shall remain valid for the whole period of contract for **01** year on the basis of wages fixed for each category of the posts mentioned in the Annexure of scope of work and no enhancement in the Administrative charges in percentage under any circumstances shall be allowed.

5. SECURITY DEPOSIT :-

The Service Provider shall be required to deposit 10% security deposit of the annual value of contract in the form of fixed deposit receipt/TDR/CDR from any of the commercial banks in an acceptable form drawn in the name of Director/Director General, Agriculture and Farmers Welfare Department, Haryana, Panchkula, which shall remain valid for **01** years i.e. covering the total period of contract including **01** years up to which this Service contract may be extended.

6. REFUND OF EARNEST MONEY:-

The earnest money of Rs.5,00,000/- (Rs. Five Lac Only) be deposited at the time of tender and will be refunded to the successful bidder after allotment of work and submission of security deposit @10% of total contract price.

7. FORFEITURE OF SECURITY DEPOSIT :-

The Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall have absolute rights and powers for forfeiture of said security deposit/bank guarantee, in case of breach of any clause of this agreement without any prior notice and no claim whatsoever on this count shall be entertained.

8. COMMENCEMENT OF SERVICES / ACTIVITIES:-

The Service Provider is required to commence the Services/ Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of issue of letter of intent for non commencement of the Services/Activities subject of the condition that in no case it shall exceed 5% of the total annual value of the contractor in the case the Service Provider fails to commence the Services / activities within 30 days from the date of issue of letter of intent it will be presumed that he is no more interested in taking over this Service contract and the letter of intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposit including earnest money deposit (EMD) shall stand forfeited. The letter of intent will be issued to L2.

9. RECRUITMENT/REMOVAL OF PERSONNEL BY THE SERVICE PROVIDER:-

Recruitment/ removal of manpower for “ _____ ” (i.e. no. Of persons to be deployed as per their eligibility conditions) to be deployed in Agriculture and Farmers Welfare Department, Haryana during the currency period of this agreement shall be made on the recommendations of the Committee(s) to be constituted for the purpose by the Director/Director General, Agriculture and Farmers Welfare Department, Haryana, Panchkula. **The manpower may be increased or decreased by the Managing Director, Haryana Seeds Development Corporation Limited, Panchkula as per requirement.** Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their name, age, percentage, address both residential and permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in Managing Director, Haryana Seeds Development Corporation Limited, Panchkula as well as any subsequent changes, if any, of his employees. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement.

10. Formulation of mechanism and monthly duty/assignment :

On taking over the responsibility of providing the aforesaid services, the service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Managing Director, Haryana Seeds Development Corporation Limited, Panchkula or any other officer authorized to do so by the Director/Director General in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this agreement. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

11. **Determination of quality of Services/Activities:-**

The decision of the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The service Provider shall therefore, promptly rectify the defects/deficiencies If any, so pointed out without any extra payment. The Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any of all parts of the security deposit/Bank Guarantee, as he may think proper. The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the Director/Director General, Agriculture and Farmers Welfare Department, Haryana, Panchkula

12. **Relationship of Persons deployed by Service provider with Managing Director, Haryana Seeds Development Corporation Limited , Panchkula :-**

The person so deployed by the Service Provider for the executing of this agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula either implicitly or explicitly.

13. **Medical Examination and Verification of Character and Antecedents:-**

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and the Service Provider will submit certificate in this regard.

14. **Terms of payment/submission and verification of bills:-**

- a) The contractor shall ensure that all the employees get wages at the rate fixed by Deputy Commissioner, Panchkula/District concerned from time to time.
- b) The terms of payment/submission and verification of bills/fees and charges for the services/activities to be rendered by the Service Provider are at Annexure-‘D’ as agreed to between the parties.

15. **Discipline and Conduct:-**

- a) The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and may be inspected at any time by the officers so authorized by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The Managing Director, Haryana Seeds Development Corporation Limited , Panchkula may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Cards.
- b) In case of any of the persons so deployed by the Service Provider does not come into the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Director or any other officer so authorized by him in this regard and should submit compliance report within 7days positively.
- c) The Service Provider shall deploy his employees in such a way that they get weekly rest and other Holidays/National Holidays, as admissible under various Labour Laws as applicable in

this regard by keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities within the Scope of Work at Annexure-‘C’.

- d) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The Service provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/deficiencies as pointed out by the authorities time to time.
- e) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and under no circumstances Managing Director, Haryana Seeds Development Corporation Limited , Panchkula be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula be liable for any claim(s) whatsoever, of any such person(s).
- f) The Service Provider should ensure that the persons so deployed by him in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall be at liberty to impose a penalty upto **Rs.2,00,000/-** (Rs. Two lacs Only) for each lapse after giving him an opportunity of being heard in person. The decision of the Managing Director shall be final and binding on the Service Provider. The Managing Director , Panchkula shall have further right to adjust, readjust, or to deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/ Bank Guarantee of the Service Provider.

16. **Nature of Agreement:-**

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

- a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employee-employer relationship between Managing Director, Haryana Seeds Development Corporation Limited , Panchkula 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 Managing Director, Haryana Seeds Development Corporation Limited , Panchkula except to extent and purpose permitted herein.
- b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the person employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like minimum wages. Employees Provident Fund, Employees deposit link insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.
- c) The Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider’s employees/agents directly and /or indirectly, in any manner, whatsoever.

17. **Statutory Compliance(s):-**

a) The Service Provider shall obtain all Registration(s)/permission(s)/License(s) etc. which are/may be required under any labour laws 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 Govt. Rules and regulations with regard to the provisions of the Services under this Agreement. The Service Provider indemnifies against all losses, damages, claims, actions against Managing Director, Haryana Seeds Development Corporation Limited , Panchkula by any authority/office in this regard.

c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Central Labour (Regulations and Abolition) Act, 1970 and rules framed thereunder, as applicable for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons 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 laws.

18. **Liabilities and Remedies:-**

(a) In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall be entitled to procure services from other sources at the risk and cost of the Service Provider and he shall be liable to pay forthwith to Managing Director, Haryana Seeds Development Corporation Limited , Panchkula the difference of payments made to such other sources besides damages at double the rates of payment made by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula to other sources within a period of 15 days from the date of service to notice to this effect. In the event of failure of the Service Provider to deposit damages charges with the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula within the stipulated period of 15 days, the same will be recovered by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula from the pending dues, if any, bank guarantee etc. of the service provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be blacklisted due to nonperformance of the Service Agreement faithfully.

(b) In the event of exigencies arising due to the death, infirmity, insolvency etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Director may think in public interest.

(i) Legal heirs in case of sole proprietor.

(ii) The next partners, in the case of partnership firms, Directors & other persons responsible for managing day to day affairs of company.

(iii) Otherwise the Director shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

19. **Losses suffered by Service Provider:-**

The Service Provider shall not claim from Managing Director, Haryana Seeds Development Corporation Limited , Panchkula any damages, costs, charges, expenses, liabilities etc. rising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission commission, negligence, default or error in judgment on part of itself and /or its personnel in rendering or non-rendering the services under this Agreement.

20. **TERMINATION:-**

The contract may be terminated in any of the following contingencies:-

- (A) On the expiry of the contract period, without any notice
- (B) By giving **01** month notice in case:-
- i) The Service Provider consistently provides unsatisfactory services.
 - ii) The Service Provider assigns the services/activities or any part thereof to any other person for sub-letting the whole or a part of the services/activities.
 - iii) The Service Provider is declared insolvent by any court of law.
 - iv) The Service Provider is not interested to complete/continue the services/activities.
 - v) If Service Provider commits breach of any covenant or any clause of this agreement, Managing Director, Haryana Seeds Development Corporation Limited , Panchkula, may send a written notice to Service Provider to rectify such breach within the time limit as 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 pay the losses or damages on account of such breach to Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall have the right to immediately terminate this agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy protection, appoints receivers, or enters Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The Director shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding **05** years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the competent authority may resort to blacklisting for a period exceeding **05** years or in perpetually if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive)list of such acts are given below:-
 - (a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
 - (b) Misappropriation of Government money.
 - (c) Advancing a claim on the basis of forged documents.
 - (d) Material concealment/suppression of facts or gross misrepresentation of facts.
 - (e) Conviction for an offence involving corruption or any other serious act or conduct etc.
 - (f) Any other case or situation involving National Security.
 - viii) In the event of termination of this Service Contract, as explained in Para 20 (B) (i) to (vii) above, the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall liable to pay forthwith to Managing Director, Haryana Seeds Development Corporation Limited , Panchkula the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the service provider does not deposit the damages charges with Managing Director, Haryana Seeds Development Corporation Limited , Panchkula within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition the amount of security deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Provider.
- Provided that during the notice for termination of contract, the service provider shall continue to provide the services/activities smoothly as before till the expiry of notice period.

21. **Removal of personnel on termination of Service:-**

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the Managing Director, Haryana Seeds

Development Corporation Limited , Panchkula and he should immediately handover the vacant possession of his camp office located in Bays 3-6, Sector 2 Panchkula, Haryana, (both at Headquarter and Field offices) to the authorized officer under his proper receipt.

22. **Composition and address of Service Provider:-**

a) The Service Provider shall furnish to Managing Director, Haryana Seeds Development Corporation Limited , Panchkula 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 Govt. authorities required for running such a business of the Service Provider.

b) The Service Provider shall always inform the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with Managing Director, Haryana Seeds Development Corporation Limited , Panchkula

23. **Service of notices:-**

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address (es) or such other address (s) as may be intimated from time to time in writing-

Complete address of Department

Complete address of the Service Provider.....

Managing Director,
Haryana Seeds Development Corporation Limited,
Haryana, Panchkula

24. **Confidentiality:-**

It is understood between the parties hereto that during the course of this Service Agreement, The Service Provider may have access to confidential information of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and he undertakes that he shall not, without Managing Director, Haryana Seeds Development Corporation Limited , Panchkula 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.

25. **Entire Agreement:-**

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

26. **Amendment/Modification:-**

The parties can amend this Service Agreement or any part thereof 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.

27. **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 shall be enforced to the maximum extent permissible under law so as to effect the intent of the parties, and the remainder of the agreement shall continue in full force and effect.

28. **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.

29. **WAIVER:-**

At any time any indulgence or concession granted by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula 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 Managing Director, Haryana Seeds Development Corporation Limited , Panchkula to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

30. **Dispute Resolution:-**

This agreement shall be deemed to have been made/executed at Managing Director, Haryana Seeds Development Corporation Limited , Panchkula 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 arbitrator will be appointed by the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be Managing Director, Haryana Seeds Development Corporation Limited , Panchkula.

31. **Force Majure :-**

- i. Any failure of omission or commission to carry out the provision of this agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force major conditions.
- ii. The Service Provider(s) shall be liable to transfer/deploy their persons to any other Block/Unit of this Institute for providing the similar type of service on their existing terms & conditions of their service agreement, as and when desired by the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula on Administrative Grounds.
- iii. All the Service Provider(s) shall have to co-operate with each other/their counter parts in other module of this institute for providing the similar type of service to deal collectively with any natural calamity, untoward incidences disaster, Law and Order problem etc. as and when such situation so warrants during their contract period without any additional cost of this institute.

32. **Governing Law/ Jurisdiction**

The applicable law governing this Service Agreement shall be the law of India.

The courts of Panchkula alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Panchkula court shall have jurisdiction in the matter.

33. **Two Counter Parts**

This Agreement is made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider. This Agreement should be got registered by the Service Provider with the Sub Registrar, Distt. Panchkula on the stamp paper of appropriate value at his own cost.

34. **List of Annexure be uploaded**

ANNEXURE 'A'	-	Tender Notice.
ANNEXURE 'B'	-	Terms and conditions laid down in Service Agreement.
ANNEXURE 'C'	-	Scope of Work/Activities.
ANNEXURE 'D'	-	Terms of Payment.
ANNEXURE 'E'	-	Technical Bid Proforma.
ANNEXURE 'F'	-	Financial Bid Proforma.
ANNEXURE 'G'	-	Undertaking regarding compliance of statutory obligations.
ANNEXURE 'H'	-	Affidavit regarding Non-Black Listing/ Non-Prosecution.
ANNEXURE 'J'	-	List of Manpower to be supplied.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID
HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR MENTIONED
ABOVE IN THE PESENCE OF THE FOLLOWING WITNESSES:-

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____
2. Signature _____	
Name _____	
Designation _____	
Date _____	

For and on Behalf of the
Govt. of Haryana

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature _____	Signature _____
Name _____	Name _____
Designation _____	Designation _____
Date _____	Date _____
2. Signature _____	
Name _____	
Designation _____	
Date _____	

For and on Behalf of the
Service Provider

SCOPE OF WORK

The work involves providing experienced manpower at Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and field offices throughout the State of Haryana of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula, having requisite qualifications, experience in the respective fields as applicable.

The Service Provider is expected to deploy the following staff.

Tentative list of Manpower to be Deployed

<u>Sr. No.</u>	<u>Category of Post</u>	<u>No. of Persons</u>	<u>As per DC Rate Panchkula</u>	<u>Amount</u>	<u>Job Requirement (Tentative)</u>
1.	Sweeper	*			To maintain the cleanliness in, Haryana Seeds Development Corporation Limited , Panchkula and Units.
2.	Clerks	*			
3.	Salesman				
4.	Driver				
5	Peons				
6	Stenos				
7	Assistant				
8	Mali				Part time
9	Photo Operator				
10	Helpers				
	Total	95			

The above said costs have been calculated as per prevailing D.C. rate Panchkula/concerned districts / assessed rates. The Service Provider have to pay after taking into consideration prevailing D.C. rate Panchkula/ concerned districts as decided by the Govt. of Haryana time to time at the time of payment. In addition to the above the amount of EPF/ESI will also be pay as per Government norms.

*** As per requirement of the Haryana Seeds, Haryana from time to time**

- ❖ Service Tax if Applicable shall be reimbursed on production of Proof by the Service Provider.
- ❖ The number of man power may increase/decrease depending upon the requirement as envisaged by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula.
- ❖ All persons employed by him shall be efficient, skilled (wherever required), honest and conversant with the nature of work.
- ❖ Category of Requirement of Manpower can be created / deleted

TERMS OF PAYMENT

1. The Service Provider, being the employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the D.C. rate Panchkula/concerned districts along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees. The Service Provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder from time to time by the Central or State Government and/or any other authority constituted by or under any Law, for the category of persons deployed by him.
2. All the payments shall be made by the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

3. **Raising of Bills and Payment thereof**

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum-Muster Rolls of the preceding month along with the bill to be submitted by 2nd day of every calendar month to the concerned Branch of office of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and concerned offices in the State for verification and pre-audit/ drawl of payment from the Central Treasury/SBI/ since, it is a time consuming process, therefore, the Service Provide shall ensure that payment to his employees is made by him from his own resources by 7th of the month in the presence of authorized representative(s) of the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and concerned field offices without waiting for the payment of his Wage bills from Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. However, before disbursing the payment the service provider should get the Acquaintance Roll alongwith details of cheques/RTGS verified by the concerned Branch/offices. All the payments will be done through Bank like RTGS, no cash transaction will be done.

4. Format for Raising of Bill:

The Service Provider shall submit bill for the services/activities rendered as per details/table given below:-

- | | |
|---|--|
| a) Name of the Services/Activities | _____ |
| b) Name & address of the Service Provider | _____ |
| c) Award of service Contract No. & Date | _____ |
| d) Date of Commencement of the Services/Activities | _____ |
| e) Period of Services Contract | _____ |
| f) Administrative Charges (in percentage) of Service Contract per month | _____ |
| g) Wage bill for the month of | _____ |
| h) Bill no. _____ | & Date _____, indicating the following breakup:- |

Sr. no.	1. Name of Worker on regular duty	Emp Code No.	EPF NO.	ESI NO.	@ Basic Wages (Not less than the D.C. rates Panchkula/concerned districts)	Man-days	Wages (w.r.t. Man-days)	Employee's Share		Carry Home Salary	Employer's Share		Remarks
								EPF - --% of Basic Wage	ESI - -% of Basic wage		EPF @--% of Basic Wage	ESI @--% of Basic wage	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.

Note: Bill in the above form shall be prepared by the Service Provider for the person deployed during each month. In addition to the above the amount of EPF/ESI will also be pay as per Government norms.

5. **Instructions for raising the monthly bill**

The Service Provider shall keep the following instructions in view while submitting the monthly wage bill(s)

- (i) The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at Annexure 'C' at the fixed minimum wages or DC rate of Panchkula/concerned districts whichever is higher fixed by the D.C. Panchkula/concerned district, Administration for the category of posts from time to time and the Administration Charges (in percentage) approved for the Contract Period, but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries, etc., if any, so detected and ordered by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula
- (ii) Separate details about the category of person(s) deployed in the respective month.
- (iii) Attendance Register verified by the authorized officer(s) of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI/Income Tax/Service Tax etc. to be tallied with the wage bill.
- (iv) The Service Provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- (v) No person(s) has/have been engaged on contract basis in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula without the prior approval of the competent authority.
- (vi) A spare/self-attested copy of bank scroll/bank challans in support of having deposited the amount of EPF, ESI, EDLI, Service Tax, etc. with concerned Department shall invariably be submitted to the concerned Establishment Branch of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula within 10 days from the disbursement of wages i.e. by 17th of the month.

6. **Payment of Wages:-**

- (a) The Service Provider shall furnish details of disbursement of salary to the concerned Establishment Branch of Managing Director, Haryana Seeds Development Corporation Limited , Panchkula within **05** days from the date of disbursement. He shall maintain the Attendance Registers, individual's ledger/wage book, wage slip, terms of employment and he should deposit the unpaid wages of any person deployed with the concerned Branch/office of Managing Director , Haryana Seeds Development Corporation Limited, Haryana by the end of the last day of the prospective month.
- (b) He shall be required to submit a copy of Challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code no. address of each person(s) so deployed, on account of the statutory compliance within **15** days of disbursement of wages i.e. by 22nd of the month, failing which the payment of administrative/service charges

(Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statements on the prescribed formats for all the persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not within Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. Further, he shall arrange the disbursement of wages to the persons so deployed by him in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider.

7. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 2nd of month on the basis of original attendance-cum-work performance report and duly signed by the concerned officer so authorized for the purpose, as under:-
 - i) The Attendance-cum-work performance report of the staff deployed for duties in Managing Director, Haryana Seeds Development Corporation Limited , Panchkula and field offices in the State of Haryana shall be signed/verified by the concerned Branch/offices.
8. **ACCOUNTS AND RECORDS**
 - (a) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula Double Entry System
 - (b) The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report, Muster Rolls, and Ledger etc. to the concerned Branch/offices of Agriculture and Farmers Welfare Department, Haryana for the pre-audit of monthly Wage Bills from Time to Time.
 - (c) The Service Provider shall to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity, etc. etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed thereunder for the category of persons employed by Service Provider from time to time or by the Central or State government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to paid under such laws. It is expressly understood that he is fully responsible to ascertain and understand the applicability of Various Acts, and take necessary action to comply with requirement of laws.

TECHNICAL BID**PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER**

- | | | | | |
|-----|---|-------|-------|-------|
| 1. | Name of the Person/Organization/Firm, Location of its office with complete address both residential and permanent and Telephone/Fax No. | _____ | _____ | _____ |
| 2. | Status of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/Partnership/Cooperative Society etc.?) | _____ | _____ | _____ |
| 3. | Whether documentary proof, in support of 1 & 2 above be attached? | Yes | / | No |
| 4. | Whether a copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender has been attached? | Yes | / | No |
| 5. | Whether the tenderer has attached an experience certificate of providing 100 persons for the execution of this service contract in a single contract for a period of 01 Year of any other Central/ State Government Department(s)/ Office(s)/ Undertaking(s)/ Board(s)/ Corporation/ Corporate Sectors etc. during the last 03 years on the date of submission of tender? | Yes | / | No |
| 6. | Whether a copy of latest audited Balance Sheet for the last year attached? | Yes | / | No |
| 7. | Whether the Tender Bid Guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the commercial banks in an acceptable form, which is valid for 01 year and further extendable for next 01 year. | Yes | / | No |
| 8. | Whether the self attested copy of latest Income Tax Return /PAN/TAN No. Attached? | Yes | / | No |
| 9. | Whether the self attested copies of the GST No. attached? | Yes | / | No |
| 10. | Whether the tenderer has attached a self attested copy of valid Labour License not less than the number of the persons as mentioned in the Scope of the Work at (Annexure-C) for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the tender? | Yes | / | No |
| 11. | Whether the self attested copy of EPF, ESI & EDLI Nos. issued by the competent authority. | Yes | / | No |
| 12. | Any other information | | | |

Place: _____

Signature of Tenderer _____

Dated: _____

Full Name of Tenderer _____

Address _____

FINANCIAL BID

Sr. No.	Category of post	No. of Persons	D.C. Rate, Panchkula/district concerned /Basic wage rate	Service/ Administrative Charges (to be charged on D.C. rate/ Basic wage rate)	EPF as per Govt. Norms	ESI as per Govt. Norms	GST as per Govt. Norms
1.	Sweeper	*					
2.	Clerks	*					
3.	Salesman						
4.	Driver						
5.	Peons						
6.	Stenos						
7.	Assistant						
8.	Mali						
9.	Photo Operator						
10.	Helpers						
	Total	95					

*** As per requirement of the Managing Director Haryana Seeds Development Corporation Limited, Haryana from time to time.**

Note:-

1. Administrative/service charges @2 % value or less on D.C. rate/Basic wage rate excluding EPF/ ESI shall be straightway rejected.
2. Administrative/ service charges will be paid on D.C. rate/Basic wage rate excluding EPF/ ESI.
3. Administrative/Service charges will be considered upto two decimal values on D.C. rate/Basic wage rate excluding EPF/ ESI and tenderer also mention service/administrative charges rate both in figures and words.

Signature of the Authorized person

NOTE:

- A) The tender shall be awarded to the tenderer, who quotes **the lowest offer for Manpower + Administration /Service Charges** provided he fulfills all other terms and conditions of the tender document which also includes, Bonus, Gratuity (As applicable as per Contract Labour Act), cost of material to be used keeping in view all obligations and responsibilities as an employer to be performed by them and as per requirement of the tender document offer as per Contract labour Act during the currency of contract. The Managing Director or any field office will not pay any other liability except Wages, EPF, ESI, EDL contributions, Service Tax on the rates as applicable from time to time by the concerned authorities.
- B) The tenderer shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum Wage Act, 1948 alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees.
- C) Leave and other Holidays/National Holidays shall be provided by the Service Provider within the requirement of manpower of this Agriculture and Farmers Welfare Department, Haryana as specified in the Scope of Work at Annexure-‘C’ and no extra charges shall be paid in this regard by the Managing Director, Haryana Seeds Development Corporation Limited , Panchkula
- D) The above quoted Administrative Charges (in percentage) shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the Tenderer. The payment of the wages for the next **01** year shall be paid to the contractual employee fixed minimum wages or DC rate of Panchkula whichever is higher fixed by the Deputy Commissioner, Panchkula from time to time.
- E) The income tax as applicable from time to time shall be deducted from the actual amount of bill.

I/We certify that I/We have read the terms and conditions as given in the Service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons/deployed by me/us to provide the Services/Activities under this Agreement shall alone be responsible to provide the Services/Activities under this Service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Minimum Wages Act, 1948 alongwith the Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees. The Service Provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1952, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961 as applicable and amended from time to time and or any other rules thereunder from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by me/us.

Place: _____

Signature of Tenderer _____

Dated: _____

Full Name of Tenderer _____

Address _____

UNDERTAKING

I/We (Name) _____ Service Provider/ Partner/ Sole Proprietor
 (Strike out which is not applicable) of (Firm) _____ do hereby solemnly
 affirm, declare and undertake that:-

- (a) I undertake to furnish a valid Labour License not less than the numbers of persons mentioned in the scope of work at Annexure- C for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the tender(s).
- (b) I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.
- (c) It is my responsibly to ensure the compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- (d) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulations and Abolition) Act, 1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all the Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum wages as fixed or prescribed by the Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970, and rules framed by thereunder for the category of persons employed by me from time to time or by the Central or State Government and/or any authority constituted by or under any law 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 I am fully responsible to ascertain and understand the applicability of Various Acts, and take necessary action to comply with the requirements of laws.

(SIGNATURE)

Affidavit

I _____ son of Sh. _____ owner of firms/society/organization_____do hereby solemnly affirm and declare as under:-

1. That I shall abide by all the provisions of Minimum Wages Act and shall ensure the compliance thereof invariably.
2. That Further, I understand that I am bound to open Aadhar based Bank Accounts of each worker engaged by me under the “outsourcing of manpower services” contract of Govt. Office and shall disburse their salary through these accounts. I also understand that a penalty of **Rs.2,00,000/-** (Rs. Two lacs only) per month shall be imposed upon me by Managing Director, Haryana Seeds Development Corporation Limited , Panchkula or his authorized representative for not disbursing the salary through their bank account based on Aadhar number.
3. That I shall abide by all the provisions of EPF Act, Contract Labour Act 1970, and shall provide all the benefits i.e. Bonus, ESI, EDLI Gratuity etc to all workers engaged by me to discharge contractual obligation and outsourcing policy of the State Govt. Issued from time to time.
4. That the decision of Director/Director General, Agriculture and Farmers Welfare Department, Haryana, Panchkula or his authorized representative with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter & Sprit.
5. That I shall abide by all the provisions of all other Acts/Laws/Rules as are applicable in the services involved.
6. That I Understand that I have to provide quality services during the whole term of contract by providing well disciplined staff as per requirement.
7. I (Name) _____ Service Provider/ Partner/ Sole Proprietor (Strike out which is not applicable) of (firm) _____do hereby solemnly affirm and declare that the individual/firm/companies are not black listed/prosecuted by any Central/ State governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions/ any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Place: _____ **Address** _____

Dated: _____

VERIFICATION

Verified that contents of above affidavit are true and correct to the best of my /our knowledge and belief. No part of its is false and nothing has been kept concealed there from.

Place: _____

DEPONENT

Dated: _____

(Note: To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate)

Annexure-“J”

<u>Sr. No.</u>	<u>Category of Post</u>	<u>No. of Persons</u>	<u>As per DC Rate Panchkula</u>	<u>Amount</u>	<u>Job Requirement (Tentative)</u>
1.	Sweeper	*			To maintain the cleanliness in, Haryana Seeds Development Corporation Limited , Panchkula and Units.
2.	Clerks	*			
3.	Salesman				
4.	Driver				
5	Peons				
6	Stenos				
7	Assistant				
8	Mali				Part time
9	Photo Operator				
10	Helpers				
	Total	95			

Tenderer should submit the following documents alongwith technical bid and tender documents

Enclosed:

1. Technical Bid
2. Affidavit for non-blacklisting
3. Certificate of Experience
4. Satisfactory performance certificate issued by Institution/Organization where from your firm has supplied the manpower, recently.
5. Income Tax Return.
6. PAN/TAN/Service Tax No.
7. Registration with the Labour Department.
8. Copy of letter of allotment of EPF No.
9. Copy of letter of allotment of ESI No.
10. Copy of latest Audited Balance Sheet
11. Bank solvency Certificate for Rs. 20.00 Lacs issued by any Scheduled Bank.
12. Any other documents.