

**TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH,
30 BAYS BUILDING, IInd FLOOR, SECTOR 17, CHANDIGARH.**

(TENDER NOTICE)

**Security Service O/o Transport Department (Regulatory Wing),
Haryana, Chandigarh.**

Sealed tenders are invited from security agencies in two bid system i.e. Technical & Commercial bid for providing 84 (Eighty Four) security guards for office/enforcement duty in the office of Secretary, Regional Transport Authorities/Transport Commissioner office in Haryana for a period of six months only. Those firms shall be eligible to participate, who have ESI/EPF numbers and are registered under Private Securities Agency (Regulation) Act 2005. Tender should be sent in a sealed cover superscribed with words "Tender for providing Security Guards" on the envelop and should reach in the office of Transport Commissioner, Haryana, 30 Bays Building, Sector-17, Chandigarh on 22.09.2013 up to 14:30 hrs and the same will be opened on 22.09.2013 at 15:30 hrs in the presence of tenderers who may wish to attend. The tender received after 14:30 hrs on 22.09.2013 by post or through person shall not be accepted under any circumstances. Tenders should be sent with the earnest money of ` 1,00,000/- (` One Lac only) in the form of Bank Draft in favour of Transport Commissioner, Haryana Chandigarh payable at Chandigarh. Telegraphic/conditional/incomplete tender will not be considered/ accepted. The detailed terms and conditions alongwith the tender form can be purchased from the office on any working day (from 9:00 AM to 5:00 PM) on payment of ` 500/- in cash. It can also be downloaded from our website www.haryanatransport.gov.in. (Downloaded form is required to be submitted with an additional Demand Draft of ` 500/- as Tender Form fee).

**Sd/-
Transport Commissioner,
Haryana, Chandigarh.
2.9.2013**

SCOPE OF WORK, ELIGIBILITY AND OTHER TERMS AND CONDITIONS

SCOPE OF WORK

- 1) Providing security services for the office of Transport Commissioner, Haryana and Secretary, Regional Transport Authorities in various districts all over Haryana.
- 2) The Agency shall provide adequately trained and well disciplined ex-servicemen only as security guards for roadside checking/enforcement and shall also safeguard the Cash Branch of headquarter at Chandigarh and the Cash Branch of various offices of Secretary, Regional Transport Authority in Haryana.
- 3) The Security Agency/Security Guard will also be responsible to accompany the cash branch officials/O/o Secretary, RTAs officials to maintain the safety of the cash transferred to banks on day to day basis. He will be responsible to safe guard the cash in transitions for banking transactions.
- 4) The agency will ensure the safety of employees, visitors, guests and any other persons working in its office complex/premises.
- 5) The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert and shall assist Secretary, RTA as and when desired.
- 6) The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed for Transport Commissioner/RTA office. A mock fire drill may be organized every time at the replacement of security personnel.
- 7) The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security. The security will be the responsibility of the Security Agency.

ELIGIBILITY CRITERIA:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled/registered Private Security Agencies(Regulation) Act 2005 etc as per law valid at least for 12 months under the date of the opening of tender.
2. The Bidder shall have at least 3 years experience of providing Security services in government offices/public sector undertakings/state government.
3. The annual turn over of the bidder during the last financial year (2012-13) shall not be less than one crore rupees (As certified by CA).
4. The Applicant Contractor (Security Agency) should be in possession of necessary license from government authorities/police for running security agency. Certificate to be attached.
5. Civilian Guards should have their antecedents verified from the local Police Station, at the instance of the Contractor and a copy of such verification reports should be submitted before commencement of the contract.
6. Proof of financial turnover per year achieved, duly attested by CA.
7. The bidder should not be blacklisted by Govt. Department. (Certificate by self)
8. The bidder shall be registered with ESI/EPF (copy be submitted of registration).

(Signature of Applicant)

9. The bidder shall also submit copy of PAN Card/EPF/ESI licence/Service Tax Registration Certificates/labour licence/Income Tax Return etc with technical bid.
10. The bidder shall be registered with Director General Rehabilitation also.
Note: If any document of above is missing, his technical bid shall be rejected.

OTHER TERMS & CONDITIONS FOR THE SUBMISSION OF BIDS

1. The Applicant contractor should have a reputed client list.
2. The Contractor shall provide dedicated ex-serviceman security guards and any change in the personnel supplied should be made only in very exceptional circumstances. Replacement of security guards should be provided in the event of sickness or in any other circumstances, when the guard is absent. The guards must report to duty strictly for eight hours (in each shift), seven days a week as per the roster or duty schedule to be prepared in this regard.
3. Payment of minimum hire charges as per financial bid+ service charge as agreed upon and subject to TDS, shall be made on monthly basis on submission of bill after completion of the month.
4. The expenses on uniforms, other accessories, rainy-wear etc. shall be borne by the agencies/contractor alone.
5. The liability on account of Service Tax, P.F./ESI, Insurance, other dues of the security guard would, solely and wholly, be the responsibility of the contractor and the department will not bear any liability apart from the hiring charges.
6. The contract for hiring of security guards can be cancelled with a notice period of two months, from either side, without assigning any reason.
7. In case of non-compliance of the above terms and conditions of contract, a penalty may be levied by the Transport Commissioner/ Regional Transport Authority concerned. The penalty for some of the defaults is as under:-

Sr. No.	Nature of default	Penalty Rs.
1.	Late Reporting (every guard)	` 100/- per day.
2.	Non Reporting (single person)	` 500/- per day
3.	Refusal of duties (single person)	` 500/- per instance
4.	Non-observation of dress-code (every person)	` 100/- per instance
5.	Change of security guards without prior permission (Agency)	1000/- per instances

8. A log sheet, specifying daily reporting and relieving time of security guards, shall be maintained for each guard. The contractor/Agency should submit the duly filled in log sheet, signed by the controlling officer, along with the bill, on monthly basis.
9. The security guards hired should satisfy the following conditions:-

(Signature of Applicant)

1. Guards should wear the uniform, while on duty, prescribed by the contractor as per direction of Transport Commissioner/Regional Transport Authority.
 2. Guards should have undergone proper training on all security related issues, should be decent and well behaved.
 3. Once the Guard has been allotted a spot/site he/she shall remain in the same position till he/she is shifted or as directed by RTA concerned.
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10. The initial period of contract shall be for 6 months which can be extended upto one year depending on performance of the Agency and at the discretion OF TRANSPORT COMMISSIONER, , HARYANA, CHANDIGARH.
 11. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from Website (www.haryanatransport.gov.in). Those who download the tender document from Website should enclose a Demand Draft for ` 500/- in favour of "**TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH**", payable at Chandigarh, along with their bid in the Cover-I containing Technical Bid.
 12. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for Security Services" should reach the office of **TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH** before 14.30 hrs on or before 22nd September, 2013. The technical bids shall be opened on the same day at 15.30 hrs in presence of the bidders or their authorized representatives who choose to remain present.
 13. The bidder shall pay Earnest Money Deposit (EMD) of ` 1,00,000/- (` One Lac only) along with the technical bid by Demand Draft in favour of "**TRANSPORT COMMISSIONER, HARYANA,CHANDIGARH**" drawn on any Nationalized Bank/Scheduled Bank and payable at Chandigarh. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
 14. Tenders will be opened by the 'Tender Committee' to be constituted by Transport Commissioner, Haryana, Chandigarh on 22nd September, 2013 at 15.30 hrs in O/o Transport Commissioner, 30 Bays Building, 2nd Floor, Sector-17, Chandigarh or as directed by Transport Commissioner in the presence of bidders and/or their representatives. In case of representatives attending the meeting of the 'Tender Committee', they should carry authority letter from the bidder/applicant contractor.
 15. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
 16. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
 17. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
 18. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit a bank guarantee of ` 7 lac in favour of

(Signature of Applicant)

- “TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH”** drawn on any Nationalized Bank/Scheduled Bank and payable at Chandigarh in addition to EMD already deposited by bidder.
19. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by **TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH**.
 20. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
 21. The bid shall be valid and open for acceptance of the Competent Authority of State Transport, Haryana for a period of six months on contractual basis from the date of opening of the tenders/issue of direction and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
 22. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by Transport Commissioner, Haryana, Chandigarh shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
 23. TRANSPORT COMMISSIONER, HARYANA, CHANDIGARH reserves the right to accept or reject any or all bids without assigning any reasons and also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
 24. The full particulars of the personnel to be deployed by the agency including their names and addresses, shall be furnished to Transport Commissioner/Office of Secretary, Regional Transport Authority along with testimonials before they are actually deployed for the job.
 25. The agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Secretary, RTAs concerned at any time without assigning any reason whatsoever.
 26. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of Secretary, RTAs in Haryana State, they shall work under directives and guidance of Secretary, RTA/Transport Commissioner and will be answerable to them. This will, however, not diminish in any way, the agency’s responsibility under contract to the Secretary, RTAs concerned/Transport Commissioner, Haryana, Chandigarh.
 27. A senior level representative of the Agency shall visit districts of Secretary, RTAs at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency’s representative will also meet the officer dealing with service under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

(Signature of Applicant)

28. The Agency shall ensure that any replacement of the personnel, as required by O/o Secretary, RTAs concerned for any reason specified or otherwise, shall be effected promptly without any additional cost to the Transport Commissioner, Haryana. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Transport Commissioner, Haryana/Secretary, RTA concerned.
29. The Agency shall provide good uniform as mutually decided with name badges to its personnel deployed in O/o Transport Commissioner/Secretary, RTA at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals such as belt, shoes, socks, caps, torch with cell, cane stick, etc shall be borne/supplied by the agency at its cost.
30. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the Secretary, RTAs in Haryana State.
31. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the concerned Transport Commissioner officials. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of Transport Commissioner, Haryana, Chandigarh.
32. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, Service Tax etc. relating to personnel deployed by it at Transport Commissioner or for any accident caused to them shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Transport Commissioner, Haryana, Chandigarh/Secretary, RTA concerned for whatever reason.

The Agency shall also pay the wages to the Guards through their bank account and invariably furnish the records of payments etc. in a systematic way on monthly basis. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/ amendments/ modifications:-

- (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952
 - (c) The Factory Act, 1948
 - (d) The Contract Labour (Regulation) Act, 1970
 - (e) The Payment of Bonus Act, 1965
 - (f) The Payment of Gratuity Act, 1972
 - (g) The Employees State Insurance Act, 1948
 - (h) The Employment of Children Act, 1938
 - (i) The Motor Vehicle Act, 1988
 - (j) Minimum Wages Act, 1948.
33. The bill shall be submitted by the agency of the month on the basis of attendance given by the Incharge of the office RTA/TC alongwith receipt of EPF/ESI and other statutory benefits of his employees with respective department of previous month. The agency shall submit affidavit about the deposit of all kind of benefit of his employees like EPF/ESI and other benefits alongwith bill at the earliest so that agency should be able to pay salary by 7th of every month after approval/release of bill.

(Signature of Applicant)

34. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to Transport Commissioner, Haryana, Chandigarh/Secretary RTA concerned and maintain liaison with the police. FIR will be lodged by Transport Commissioner or authorised person wherever necessary. If need be, joint inquiry comprising of both the parties shall be conducted and responsibility will be fixed.
35. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the TC/Secretary RTA in Haryana during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the Transport Commissioner concerned and shall assist in roadside checking and other duties of RTA/TC.
36. In case of any loss that might be caused to the State Transport, Haryana due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, Transport Commissioner shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to Transport Commissioner besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, Secretary, RTAs/TC shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
37. As and when Secretary, RTAs requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the Secretary, RTAs. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Secretary, RTAs shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
38. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to, Secretary, RTAs an attested photocopy of the attendance record and enclose the same with the monthly bill.
39. The Secretary, RTA concerned shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.
40. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of revised DC rate of district.
41. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department on production of valid documentary proof thereof.
42. In case of non compliance/non-performance of the services according the terms of the contract, Secretary, RTAs/Transport Commissioner shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
43. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify Transport Commissioner against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in Transport Commissioner concerned premises/facility.
44. The agency and security personnel appointed shall keep confidential all information in connection with and related to Transport Commissioner and shall not reveal the same

(Signature of Applicant)

to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.

45. The decision of Transport Commissioner, Haryana, Chandigarh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
46. In case of any dispute between the Agency and O/o Secretary, Regional Transport Authority & Transport Commissioner, the Additional Chief Secretary/Financial Commissioner (Transport) to Govt. of Haryana (Transport Department) shall be the sole arbitrator and his decision shall take finality and shall be binding on both the parties.
47. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
48. An agreement shall be signed with the successful bidder as per specimen enclosed.
49. In case of security guard remaining absent from duty, a substitute shall be provided by the contractor immediately. In case a substitute is not provided, proportionate contract charges are liable to be deducted from the contract charges payable. In addition to the above, the penalty may also be levied for late reporting / nonreporting of guards as stipulated in para above.
50. Bid once submitted shall not be allowed to be withdrawn and any default, after acceptance of bid, shall be deemed to be non-compliance of terms of contract and would liable to forfeiture of bid security and/or levy of penalty, as the case may be.
51. In case of failure to supply the stipulated number of security guards for hiring by the contractor for the intended period, the contract may be cancelled by the Department and EMD/bid security will be forfeited.
52. The office of Transport Commissioner, Haryana, Chandigarh reserves the right to accept or reject any part of the tender or whole of the tender, without assigning any reason.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any noncompliance shall be deemed as breach of the Contract/Agreement.

Sd/-

**Transport Commissioner,
Haryana, Chandigarh.
2.9.2013**

(Signature of Applicant)

(Signature of Applicant)

**TENDER DOCUMENT
(TECHNICAL BID)
TECHNICAL BID FOR PROVIDING SECURITY SERVICES TO STATE
TRANSPORT HARYANA
PROFORMA FOR TECHNICAL BID**

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

1)	Name & Address of the Tenderer Organization/Agency with phone number, email and name and telephone/mobile of contact person.	
2)	Experience in the work of providing Security Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out. The Agency must attach copies of certificate(s) about "Satisfactory Performance" from previous employer(s).	
3)	<p>Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this services: (Write Yes or No, attach details)</p> <p>Is the establishment registered with the Government under Private Security Agency (Regulation) Act, 2005. Please give details of the registration number along with document/evidence.</p> <p>(b). Undertaking of the Agency confirming the available of the adequate manpower of requisite qualification and experience for deployment in Transport Department offices. (Attach the copy of undertaking)</p>	
4)	<p>Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act, Service Tax etc. (Write Yes or No) (Attach valid certified copy)</p>	

(Signature of Applicant)

5)	Please give: EPF No. : ESI Code : Gratuity Act Regn No. : Registration/Licence of Private Security Agencies (regulation) Act 2005. (Attach copies of above said documents)	
6)	Are you governed by minimum wages rules of the Govt. of India? If yes, please give details.	
7)	Please attach copy of last return of Income Tax. (Financial Year 2011-12)	
8)	Please attach balance sheet of the company, duly certified by Chartered Accountant for last three (3) years.	
9)	PAN No. (Please attach copy)	
10)	VAT No. (Please attach copy)	
11)	Trade License No. (Please attach copy)	
12)	Service Tax Registration No. (Please attach copy)	
13)	Details of Labour Licence:	
14)	Acceptance of terms and conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
15)	Power of Attorney/authorization for signing the bid documents	
16)	Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). In addition to the undertaking, the firm shall produce certificate/verification from local police station. Indicate any convictions in the past against	

(Signature of Applicant)

	the Company/firm/partner.	
17)	Please submit an undertaking that the company/firm/proprietor is not blacklisted by any Govt. undertaking or department with regard to the functioning of the company/firm/proprietor. (Please attach the copy of undertaking)	
18)	Details of the DD/Pay Order of ` 1,00,000/- towards bid security (EMD) and a DD for ` 500/- in case tender document is downloaded from website www.haryanatransport.gov.in DD/PO No. Date : Drawn on :	

Declaration by the Tenderer:

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

Encls:

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

(Signature of Tenderer with seal)

Name:.....

Seal:.....

Address:.....

Phone No (O):.....

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

(Signature of Applicant)

CHECK LIST
(to be attached with technical bid)

S.No	Particulars	Yes	No
1)	Demand Draft of earnest money of Rupees One lac		
2)	Brief profile of the company		
3)	Copy of PAN Card		
4)	Copy of licence under the Private Security Agency under regulation Act-2005		
5)	Copy of EPF and ESI Registration		
6)	Copy of Service tax registration		
7)	Copy of Labour Licence		
8)	Copy of Income Tax Return (2011-12)		
9)	Copy of service of incorporation of company/firm/proprietary business		
10)	Certificate of experience of last three years of Govt/Govt. Undertaking/ Public Sector Undertaking		
11)	Annual Turnover Report of CA of year 2012-13 above ` 1 crore		
12)	Self certificate regarding no black listing by any organization		
13)	Copy of Gratuity Act Registration No.		
14)	Copy of Registration by Director General Rehabilitation		

(Signature of Applicant)

TENDER DOCUMENT

(FINANCIAL BID)

**FINANCIAL BID FOR PROVIDING SECURITY SERVICES TO STATE TRANSPORT HARYANA
PROFORMA FOR FINANCIAL BID**

(To be submitted in separate sealed cover- 2 superscribed as financial Bid)

S.No.	Particulars	Rate Quoted
1.	Security Guard	(a) DC rate (as applicable) + (b) EPF (as applicable) + (c) ESI (as applicable)+ (d) Service charge as in column No. 2
2.	Service Charge (To be quoted by bidder/tender only)	
3.	Total to be paid to Agency by TC/RTA	Sr. No 1+ Sr. No. 2

Declaration by the Bidder:

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

Note:

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

**(Signature of Bidder with seal)
Name, Address & Telephone:**

.....
.....

(Signature of Applicant)

DRAFT AGREEMENT FORMAT

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

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

Second Part

M/s _____, having its registered office at _____ (hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

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

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, Service Tax, etc relating to security personnel deployed in Transport Department/RTA office etc. The "Agency" will give proof of fulfilling statutory obligations. The 'Client' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it for State Transport, Haryana site. The '**Client**' shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months notice on either side.
5. In case of non-compliance with the contract, the 'Client' reserves its right to:
 - a. Cancel/revoke the contract; and/or
 - b. Impose penalty upto 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.
7. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in State Transport Haryana site which will not be less than prescribed DC rates.
8. The security personnel provided by the 'Agency' will not claim to become the employees of State Transport, Haryana and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in State Transport, Haryana.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

(Signature of Applicant)

11. The agency and security personnel appointed shall keep confidential all information in connection with and related to State Transport, Haryana and shall not reveal the same to any third party. Any breach of confidentiality shall be a violation of the terms and conditions of this agreement.
12. The character/antecedents of security personnel should be verified by the Agency from the Local Police before deploying them and the certificate will be produced by the Agency to Transport Commissioner, Haryana.
13. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
14. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty, service tax etc. of the 'Agency' in respect thereof, which may arise.
15. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Chandigarh.
16. The tender document submitted by the Agency/Contractor shall be part of this tender.

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

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

(Signature of Applicant)

For and on the behalf of 'Agency'
Signature of the authorized Official
Name of the Official
Stamp / Seal of the 'Agency'

For and on the behalf of '_____
Signature of the authorized Official
Name of the Official

SIGNED, SEALED AND DELIVERED

By the said
Name _____

By the said
_____ Name

On behalf of the 'Agency' in presence of

On behalf of the '_____' in
presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

(Signature of Applicant)