

## **DISTRICT INFORMATION TECHNOLOGY SOCIETY, JIND**

### **TENDER NOTICE**

District Information Technology Society, Jind intends to outsource the activity of MTS(Technical), Junior Programmer, Accountant, Sweeper/Helper/Peon/Cook, Programmer, library Assistant-cum-Training Asstt and Driver for its various locations for a period of one year.

The interested agencies should send their offers along with tender document fee of Rs. 2500/- (Two Thousand Five Hundred Rupee) in form of DD in favour of Chairman, District Information Technology Society Jind in the prescribed tender documents which can be obtained from the O/o District Information Technology Society, Room No 16-17, old Building Ground Floor Mini Secretariat, Jind or can be downloaded from the Web Site <https://jind.gov.in> so as to reach the Secretary, District Information Technology Society Jind latest by of **22/04/2021 upto 05:00 PM** duly super scribed on envelope, **“Tender for Providing manpower for various activities”** in the office of the Chairman District Information Technology Society, Jind, Room No 16-17, old Building Ground Floor Mini Secretariat, Jind, Pin 126102, Contact No 01681-246085. The tenders will be opened on the **23/04/2021 at 12.00 PM** in the office of the City Magistrate Jind in the presence of tenderers who may like to be present. The

The Chairman District Information Technology Society Jind reserves the Right to accept or reject any/ all tender (s) without assigning any reason.

For Chairman,  
District Information Technology Society  
Jind.

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### ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Demand Draft of Tender fee and Earnest Money
2. Application- Technical Bid and Declaration.
3. Self Attest copy of registration with labour Department Haryana of the agency.
4. Self Attested copy of PAN/GIR Card
5. Self Attests copy of the latest IT return filled and previous three years balance sheets by the agency
6. Self Attested copy of GST registration certificate.
7. Self Attested copy of EPF registration certificate
8. Self Attested copy of the ESI registration certificate.
9. Work Experience of similar work during the past few years.
10. Certified documents in support of entries in the column of Technical Bid.
11. Each page stamped and signed copy of this complete tender document

**Note :- All copies Must be attested.**

## 1. NATURE AND SCOPE OF WORK TO BE OUTSOURCED

Sr. No	Name of the location.	Work Profile	Minimum No. of persons to be deployed.	Work Description	Job Requirement
(1)	(2)	(3)	(4)	(5)	(6)
1	District IT Society Centersat HQ and Sub Division/Tehsil/Sub-tehsil Centers	MTS (Technical)	42	Data Entry, Scanning, Manning the Citizen Service Windows and other office related activities	The manpower to be provided by the outsourcing agency for an activity Would be performing their duty at the respective location to the entire Satisfaction of theconcerned authorities. It will bet he responsibility of the outsourcing agency to ensure that the manpower provided by them cater to the entire area. The Man Power to be provided by the agency should be having a working knowledge of the respective works.
2	District IT Society Centersat HQ and Sub Division/Tehsil/Sub-tehsil Centers	Junior Programmer	1	Management of Day to day activities performed by operators/MTS, Software installations/ Software upgradations, Service charge collection checking with server reports and other office related activities.	
3	District IT Society Centersat HQ and Sub Division/Tehsil/Sub-tehsil Centers	Helper / Sweeper/ peon/ Cook	15	Office cleanliness, dak delivery and any other office task assigned	
4	DITS HQ	Accountant	1	Management and record keeping of DITS accounts and any other activities assigned in office.	
5	Saral Project	Programmer	1	Supervision of	

				Junior Programmers, Software Development, Web Designing, I.T. & office Management Activities	
6	DITS Records	Library Assistant- cum- TrainingAsstt.	1	Manage the Books/Training Mgt./Assist Training Instructor in conduct training and other activities assigned by office	
7	DITS Vehicle	Driver	1	Driving Office Vehicle	

## **2. Technical Requirements for the tendering manpower service provider.**

**The Tendering Manpower Service Provider should fulfill the following Tech. specifications.**

- a. The registered office or one of the Branch Office should be located in Jind.**
- b. They should be registered with the appropriate registration authority.**
- c. They should have at least three-year experience in providing in men power to Govt./Semi Govt. etc.**
- d. They should have their own bank A/C.**
- e. They should be registered with the income tax department and GST authorities.**
- f. They should be registered with the appropriate authorities under EPF & ESI and other required authority.**

### 3. Tender Application- Technical BID

#### Part-I

1	Name of the Organization/Firm applying for providing outsourcing services	
2	Postal Address	
3	Telephone/FAX/Mobile No. of the Organization/Firm.	
4	Status of the Organization/Firm (Whether Private or Public Sector undertaking or Sole Proprietor or Partnership or Cooperative Society etc)? The tenderer should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
5	Name of person to be contacted	
6	Whether the tenderer possesses the requisite experience, if yes, give details there of Separate sheet be attached, if needed.	
7	Particulars of License obtained from Labour/Home Department of the State /UT ( <b>attested copy of the document to be attached</b> ).	
8	Details of PAN/TAN/GST No. obtained ( <b>attested copy of the document to be attached</b> )	
9	Details of Registration with the authorities in ESI/EPF/PPF Departments. ( <b>attested copy of the document to be attached</b> ).	
10	Financial resources, assets in terms of tenderer's property (Movable and Immovable) held on the date of submission of tender ( <b>Latest audited balance sheet is also to be attached</b> )	
11	Details of earnest money.	
12	Declaration in the form of Affidavit that the individual/Firm/Organization including its partners and shareholders, was not black listed / prosecuted by any Departments/Statutory Bodies in Haryana or by any Court of Law, is to be attached.	

Signature of Authorized Signatory  
With Seal

#### 4. Tender Application- Financial BID

#### Part-II

##### FINANCIAL BID

##### For the tender of outsourcing Services for Manpower

1. Name of tendering Firm: \_\_\_\_\_

Address: \_\_\_\_\_

2. Rates are to be quoted in the format given below, on the letterhead of the Firm/Company on Monthly basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc, if any)

Wages	Service Charge in Percentage (Per Month)	Any other Charges (except EPF, ESI, GST and taxes if applicable )
10.5 Lac (Approximate)		

##### Note:-

- (i) Wages shall be as per DC Rates, Jind applicable and revised time to time by the govt.
- (ii) The Service charge should not be two percent or less than two percent and must be quoted up to two decimal places only, if any tenderer quote the rates more than two decimal places then Financial Bid of such contractors may be rejected.
- (iii) If Service Charge of two or more tenderer found same then final decision shall be taken by committee.
- (iv) EPF, ESI, GST and other charges paid as per labour law/EPF,ESI/Govt. Guideline/instruction and revised time to time.
- (v) The technical bid shall be evaluated first. On being successful in technical parameters the financial bid should be opened.
- (vi) The rates quoted above shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the tenderer.
- (vii) Leave reserved for weekly rest and other holidays/National holidays shall be provided by the Service Provider and no extra charges will be paid by District Information Technology Society, Jind.
- (viii) The selected agency will have to sign a service agreement on the given format within seven days from the date of the receipt of work order.
- (ix) The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No blanks/ overwriting in the Financial Bid will be allowed and such type of mistakes shall make the tender liable for rejection, straightway. Each and every column should be filled in the financial bid.

(x) All entries in the Tender Form should be legible and filled clearly, neatly and

accurately. Any alteration, erasing or over-writing would make tender invalid. If the space for furnishing information is insufficient, a spare sheet duly signed by authorized signatory may be attached.

I/We certify that I/We have read the terms and conditions of the tender as well as the provisions as mentioned in the service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us 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 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc to his employees. I/We undertake to observe the compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State /UT Contract Labour/(R&A) Rules, 1974, EPPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed there under 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.

Certified that I/We have read over the tender document containing the nature and scope of work, terms & conditions and the Draft of Service Agreement and have understood the contents.

I/We undertake to abide the terms and conditions as laid down in the tender document and the service agreement in case the work order is allotted to me/us in near future.

Place: - \_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_

Dated: - \_\_\_\_\_

Name of the Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

## 5. **TERMS AND CONDITIONS**

1. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or submitted without the earnest money deposit will be summarily rejected.
2. In case the date of opening of a tender is declared as a holiday the tender shall be received/opened on the next following day at the same time.
3. **Successful bidder will submit bank guarantee of the amount equal to one month Bill of the total staff deployed. The Chairman, District Information Technology Society Jind will have the right to liquidate the bank guarantee in case of any default by the successful bidder.(Performa Bank Guarantee Annexure- B)**
4. The manpower to be provided by the agency shall always remain the employee of the agency for all intents and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law.
5. All the persons engaged by the service agency/provider should be healthy, physically fit and free from communicable diseases. The agency should quote the rates per month in respect of staff deputed in the District Information Technology Society, Jind including wages and other statutory liabilities and benefits such as EPF, ESI etc. available to the employees under Labour/Minimum Wage Act.
6. The service provider shall be responsible for the attendance of his staff in the District Information Technology Society, Jind. In case of any staff of the agency remains absent or granted leave by them, they will sent/arrange his/her substitute otherwise a penalty of Rs.100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the agency.
7. In case of non-availability of personnel deputed to the job District Information Technology Society, Jind, the same will be got done from the market at the cost of service provider and amount will be deducted from the bill presented in the District Information Technology Society, Jind.
8. In case the contractor discontinues the contract before the expiry of the period his EMD shall be forfeited.
9. The Persons so engaged by Contractor/Agency shall not have any legal right for claiming continuation/ regularization of Service at any stage.
10. The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, parentage, residential address, date of birth, academic qualification, previous experience etc. along with a photograph of the person.
11. The Chairman/Secretary, District Information Technology Society, Jind or his nominee shall be at liberty to check any time, the deployment of manpower by the service provider.
12. The District Information Technology Society, Jind shall under no circumstances be deemed as the “Employer” of persons so engaged and the District Information Technology Society, Jind will not be liable for any claim what so ever from any persons so engaged.
13. The antecedents of the personnel deployed by the service provider should be credible and above board.
14. The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage,



the agency will be responsible. The Chairman/Secretary, District Information Technology Society, Jind will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Chairman District Information Technology Society, Jind to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the District Information Technology Society, Jind.

15. The service provider shall be responsible to provide Joining letter, Experience letter etc to the applicant within 15 days of their joining, resigning and request for experience letter etc.
16. The agency should not have been blacklisted by any Central / State Government Department/ Organization. Affidavit for the same must be attached.
17. That the agency shall not sub-let the contract to any other concern/individual.
18. **The Agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act and disburse the wages in the premises of respective complex in the presence of person authorized by the Chairman, District Information Technology Society, Jind on or before the 10<sup>th</sup> of each month.**
19. The Agency will be responsible for the payment of statutory liabilities such as EPF/ESI and other charges etc, if any, in respect of persons deputed in the District Information Technology Society, Jind and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill.
20. Charging any kind of “training fee/recruitment fee” etc. considered a malpractices and strict action shall be taken against the service providing agency.
21. The service agreement will be for a period of one year from the date of taking over the charge of work w.e.f.----- upto ----- The District Information Technology Society, Jind may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions. Besides this, the services of the service provider can be taken for other complexes on the same rates and terms & conditions for activity.
22. Income tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross Amount) of the Agency.
23. **The Agency will have to deposit earnest money of Rs. 2,00,000/- with the tender in favour of Chairman District Information Technology Society, Jind in shape of pay order/demand draft payable at Jind.**
24. The agency awarded annual contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement & as per provision of Registration Act.
25. The agency will be responsible for obtaining a license/ getting the license renewed as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act 1970 and the DITS ,Jind shall not be responsible for any damages/losses on this account.
26. The agency will have to observe all the rules and regulations pertaining to EPF/ESI and Labour Laws as applicable.
27. The Chairman District Information Technology Society, Jind reserves the right to terminate this contract at any time by giving 30 days’ notice if the services of the contractor are found unsatisfactory or for any other reason.
28. That in case of any dispute with regards to the service agreement, the same shall be subject to arbitration by the Chairman, District Information Technology Society, Jind whose decision shall be final and binding on both the parties.
29. In the event of failure of the Service Provider to Provide the Servilible to pay

forthwith to the District Information Technology Society, Jind the difference of payments made to such other sources, besides damages at double the rate of payment.

30. The District Information Technology Society, Jind shall have the right to immediately terminate this Agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters an arrangement for the benefit of creditors.
31. Society is not bound to accept the manpower provided by firm/agency without assessment of manpower.
32. The firm should have the license from Director General of Police, L&O Cum Controlling authority.

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

-1-

## ANNEXURE-A

### SERVICE AGREEMENT

THIS AGREEMENT is made on this 1<sup>st</sup> day of \_\_\_\_\_, between the **Chairman District IT Society, Jind** of the first party and partnership firm constituted between **Sh. \_\_\_\_\_** having its place of business of registered office at \_\_\_\_\_ through its partner (hereinafter referred to as “ Service Provider” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successor/the partner (s) for the time being of the said firm the survivor (s) of them and the executors administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business of providing as per requirements.

AND WHEREAS the Service Provider has expressed his keen desire to provider to said services to the society under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the Society, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS  
AGREED BY AND BETWEEN THE PARTIES AS UNDER:

#### 1. SERVICE PROVIDERS REPRESENTATINS AND WARRANTIES

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

has full capacity, power the authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement: has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Society.

Shall, on the execution of this agreement and providing services to the society, not violate, breach and contravene any conditions of any agreement entered with any

third party/ies; Has complied with the obtained necessary permissions/ license/ authorizations under the Central, State and local authorities and obtained all required permissions /license for carrying out its obligations under this agreement.

## 2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provider shall operate and provide services to the society at its various sites on 6 Days a week from 9:00 am. To 6:00 p.m. List of services and the material are as prescribed at page no. 03 of tender document.
- (b) The regularity of the performance of this service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the society from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required provide/give the required quality to services shall be final and acceptable by the binding upon the Service Provider.
- (d) If the Society notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the society.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/ irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personal and intimate accordingly to the society or itself can take action in accordance with law.
- (f) The Service provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

## 3. TERMS OF PAYMENT

- (a) **Fees and charges for the services to be rendered are at page no. 08. as agreed to between the parties.**
- (b) All payments made by the society shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (c) The Service provider, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/ salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI OF 1948) for the category of workers employed by it from time to time and by the State Government and /or any authority constituted by or under any law. He will observe compliance of all the relevant labor laws.
- (d) The Service Provider will have to produce the register of wages or the

register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the last day of every calendar month for verification to the nominated official of Society. The Service Provider shall ensure that payment to his employees is made through account payment cheque for only fund transfer the service provider will submit the UC of the Payment within Seven days from the date of release of payment by the Society every Month.

#### 4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the society to verify and process the same.

#### 5. DISCIPLINE

- (a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at society option, and would be subject to verification at any time. The society may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- (b) The Society shall always have the right and liberty to do surprise inspection at its sites.
- (c) The Services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the society. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the society from time to time.
- (d) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person (s) to raise any dispute and/or claim whatsoever against the society. Society shall under no circumstances be deemed or treated as the employer in respect of any person (s) engaged/employed by the Service Provider for any purpose. Whatsoever nor would society be liable for any claim (s) whatsoever, of any such person(s).

#### 6. NATURE OF AGREEMENT

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

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer employee relationship between the society and the Service provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service provider is representing, or acting as agent of society, except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for Providing Services as mentioned herein, shall be the employees of the

Service Provider only and not of the society. The Service Provider shall be liable to make payment to its said employees forwards their monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.

- (c) Society shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and / or indirectly, in any manner whatsoever.

## 7. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration (s)/ permission (s)/ license(s) etc. which are/may be required under any labour or other legislations(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep society indemnified against all losses, damages, claims actions taken against society by any authority /office in this regard.
- (c) The Service provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- (d) The Service Provider shall give an undertaking by the 22<sup>nd</sup> of each month in favour of the society that he has complied with all his statutory obligations.

## 8. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the society.
- (b) The Service Provider shall forthwith upon being required by the society allow society of any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the society to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the society. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the society for such discrepancies or overcharge.

## 9. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the society as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the society or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that society against any claim on account of disability/death of any of its personnel caused while providing the services within/ outside the site or other premises of the society which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working of there personnel of the Service Provider or in respect of any claim, damage or compensation /under labour laws or other laws or rules made there under by any Person whether in the employment of the Service provider or not, who provided or provides the service at the site or any other premises of the society shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the Society against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services atthe Society's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the Society is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No.(a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the **Society** all such amounts and costs also and in all such cases/events the decision of the Society shall be final and binding upon the Service Provider. The Society shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

## 10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Society shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Society the difference of payments made to such other sources, besides damages at double the rate of payment.

## 11. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission negligence default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

## 12. TERM

This agreement shall be effective for a period for .....years with effect from .....up to .....and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the society.

## 13. TERMINATION

(a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the society shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.

(b) If Service Provider commits breach of any covenant or any clause of this agreement, Society may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service provider shall be liable to Society for losses or damages on account of such breach.

(c) The Society shall have the right to immediately terminate this agreement if the Service provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

## 14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the Society shall be a ground for termination of this agreement forthwith.

## 15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

(a) The Service Provider shall furnish to the Society all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the



Service Provider and proof of its registration with the concerned government authorities required for running such a business of Service Provider.

(b) The Service provider shall always inform the Society in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Society.

## 16. SERVICE OF NOTICES

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

Society

Service Provider

Administration

Administration

## 17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Society and it undertakes that it shall not, without Society prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

## 18. ENTIRE AGREEMENT

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

## 19. AMENDMENT/ MODIFICATION

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

## 20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

## 21. CAPTIONS

The various captions used in the agreement are for the organizational purpose

only and may not be used to interpret the provision hereof. In case of any conflicts between the captions and the text, the text shall prevail.

## 22. WAIVER

At any time any indulgence or concession granted by the society shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the society to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the society to enforce the same in part or in the entirety of it. Waiver, If any, has to be in writing.

## 23. FORCE MAJEURE

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

## 24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at...for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the society. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be.....

## 25. GOVERNING LAW/JURISDICTION

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

## 26. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHERE OF THE SOCIETY AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED, SEALED AND DELIVERED

WITNESSES

- |              |                          |
|--------------|--------------------------|
| 1. Signature | Signature                |
| Name:        | Name:                    |
| Date:        | Date:                    |
| Designation: | Designation:             |
| <br>         |                          |
| 2. Signature | For and of behalf of the |
| Name:        | District IT Society      |
| Date:        | Jind                     |
| Designation: |                          |

SIGNED, SEALED AND DELIVERED

WITNESSES

- |              |                          |
|--------------|--------------------------|
| 1. Signature | Signature                |
| Name:        | Name:                    |
| Date:        | Date:                    |
| Designation: | Designation:             |
| <br>         |                          |
| 2. Signature | For and of behalf of the |
| Name:        | Service Provider         |
| Date:        |                          |
| Designation: |                          |

**Performance Guarantee Bond Performa**

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

To,  
The Chairman,  
District Information Technology Society,  
Jind

Against Contract vide Advance Acceptance of the Tender No.

\_\_\_\_\_ Dated \_\_\_\_\_ of District Information Technology Society, Jind regarding providing Manpower services for various location (Hereinafter called " The Said Contract") entered into between O / o Chairman, District Information Technology Society, Jind and the (Hereinafter called the "The Bidder"), this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank \_\_\_\_\_ are holding in trust in favour of the client, the amount \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified District Information Technology Society, Jind against any loss or damage that may be caused to or suffered by District Information Technology Society, Jind by reason of the said Contract and / or in the performance thereof. We agree that the decision of District Information Technology Society, Jind , whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused to or suffered by District Information Technology Society, Jind shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to District Information Technology Society, Jind.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Bidder i.e. till \_\_\_\_\_ (viz. The date upto 24 months after the date of closure of the contract) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us Bank notwithstanding the fact that the same is enforced within six months after the said date, provided that the notice of any such claim has been given to us \_\_\_\_\_ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from District Information Technology Society, Jind.

It is fully understood that this guarantee is effective from the date of the said Contract and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of District Information Technology Society, Jind.

We undertake to pay District Information Technology Society, Jind any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that District Information Technology Society, Jind shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Bidder from time to time

or to postpone for any time or from time to time any of the powers exercisable by District Information Technology Society, Jind and to forebear or enforce any of the terms and conditions relating to the said Contract and we,

\_\_\_\_\_Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of District Information Technology Society, Jind or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. \_\_\_\_\_(in figures)Rs. \_\_\_\_\_(in words). (In this guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

DATE: -

PLACE:

SIGNATURE: - WITNESS: -

PRINTED NAME:

.....

(BANK'S COMMON SEAL)