

## **TENDER NOTICE**

Sealed tenders are invited from established and reputed Service Providers for providing regular services of Experts in Computers as 1. System Analyst at Panchkula & 2. Data Entry Operators to the State Vigilance Bureau, Haryana, on contract basis at following stations in Haryana i.e. State Vigilance Bureau Headquarters, Sector-6, Panchkula and Range Offices of State Vigilance Bureau, Haryana at Panchkula, Ambala, Rohtak, Hisar and Gurgaon; initially for a period of one year which could be further extended. The contract shall be made as per Part 'A' of the Outsourcing Policy of Government of Haryana's issued vide No: 43/5/2001-IGSI dated:-01/09/2006 and shall be awarded on the basis of competitive and transparent bidding process. The detail of terms and conditions of the contract agreement in this regard can be had from the Supdt. Office of the Director General of Police, State Vigilance Bureau, Haryana, Panchkula, or on Website of Haryana State Vigilance [www.haryanavigilance.gov.in](http://www.haryanavigilance.gov.in). The financial bids in sealed envelopes should reach the office of Deputy Superintendent of Police, Hqrs., State Vigilance Bureau, Plot No. C-10, Sector-6, Panchkula latest by 29th September,2008. The same shall be opened on October, 1st, 2008 at 11:00 A.M. in the presence of bidders/representatives.

for Director General of Police,  
State Vigilance Bureau, Haryana.

## **ANNEXURE-A**

### **SERVICE AGREEMENT**

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2008, between the Governor of Haryana acting through State Vigilance Bureau, Haryana (hereinafter referred to as the "Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and \_\_\_\_\_, a company registered under the Companies Act, 1956/a partnership firm constituted between \_\_\_\_\_, having its place of business or registered office at \_\_\_\_\_ acting through \_\_\_\_\_ its Managing Director/ Partner (hereinafter referred to as "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 successors/ the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

WHEREAS the Service Provider is engaged in the business of providing **Experts in Computers as 1. System Analyst & 2. Five/Six Data Entry Operators in State Vigilance Bureau, Haryana.**

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

AND WHEREAS on the aforesaid representation made by the Service Provider to the Department, 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 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 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;

1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Government;

1.3 shall, on the execution of this agreement and providing services to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party/ies;

1.4 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 Service Provider shall operate and provide services to the Department at its various sites on 5 Days a week from 9 AM. to 5 PM. The System Analyst, however, shall be available round –the clock for help in extra ordinary situations. List of services and the material are as prescribed in Annexure 'A'.

(b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Department 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 of services shall be final and acceptable by the binding upon the Service Provider.

(d) If the Department notices that the personal 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 Department.

(e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/ irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department 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 Annexure 'B' as agreed to between the parties.

(b) All payments made by the Department 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 or by the State Government and/or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.

(d) The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 25th day of every calendar month for verification to **DSP/SVB/Hqrs.** the Department. The service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.

#### **4. SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the Department 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 Department's option, would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being properly dressed.

(b) The Department 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 Department. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the Department 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 Department. Department 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 Department 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 Department 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 Department, 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 Department. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.

(c) Department 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) permissions(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.

(b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/ office in this regard.

(c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money, to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.

(d) The Service Provider shall give an undertaking by the 22nd of each month in favour of the Department that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure 'C'** to this agreement.

## **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 Department.

(b) The Service Provider shall forthwith upon being required by the Department, allow Department or 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 Department 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 Department. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Department 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 Department 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 Department or otherwise.

(b) The Service Provider shall at all times Indemnify and keep indemnified that Department 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 Department 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 the personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made thereunder 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 Department shall be as provided hereinbefore.

(c) The Service Provider shall at all times indemnify and keep indemnified the Department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.

(d) That, if at any time, during the operation of this agreement or thereafter the Department 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 department all such amounts and costs also and in all such cases/ events the decision of the Department shall be final and binding upon the Service Provider. The department 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 Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Department 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 of six months from the date of agreement i.e. from \_\_\_\_\_ to \_\_\_\_\_ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Department.

## **13. TERMINATION**

(a) Either party can terminate this agreement by giving 15 day's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department 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, Department 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 Department for losses or damages on account of such breach.

(c) The Department 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 assessment of this agreement, in part or whole, to any third party without the prior written consent of the Department 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 Department 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 Department 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 Department.

**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.

Department  
State Vigilance Bureau,  
Haryana, Panchkula

Service Provider  
\_\_\_\_\_  
\_\_\_\_\_

**17. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access

to secret/confidential information of the Department and it undertakes that it shall not, without the Department's prior written consent, disclose, provide or make available any secret/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/writings agreement, the parties and supersedes all previous or other and understandings, oral or written, and further any modifications 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 reasons, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

#### **21. CAPTIONS**

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

## **22. WAIVER**

At any time any indulgence or concession granted by the Department 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 Department 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 Department 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 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 **DIG/SVB/Hqrs**. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be at Panchkula

**25. GOVERNING LAW/JURISDICTION**

The applicable law governing this agreement shall be the laws of India and the Courts of Panchkula (SVB Hqrs) 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.

**27. LIST OF ANNEXURE**

ANNEXURE 'A'

ANNEXURE 'B'

ANNEXURE 'C'

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREUNTO SUBSCRIBED 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:

2. Signature

Name:

Date:

Designation:

(For and on behalf of the  
Governor of Haryana)

SIGNED, SEALED AND DELIVERED

WITNESSES:-

1. Signature:

Name:

Date:

Address:

2. Signature

Name:

Date:

Address:

Signature:

Name:

Date:

Address:

(For and on behalf of the  
Service Provider)

## **ANNEXURE-A**

- (a) The Service Provider shall operate and provide services to the Department at its various sites on 5 Days a week from 9 AM. to 5 PM. The System Analyst, however, shall be available round – the clock for help in extra ordinary situations.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Department 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 of services shall be final and acceptable by the binding upon the Service Provider.
- (d) If the Department 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 report to the Department.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/ irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law/rules.
- (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.

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## **ANNEXURE-B**

- (a) All payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- (b) 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 or by the State Government and/or any authority constituted by or under any law. He will observe compliance of all the relevant Labour and other laws in this regard.
- (c) 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 25th day of every calendar month for verification to the nominated official of Department. The service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.
- (d) Monthly remuneration :- Rs. 5000/- P.M. to Data Entry Operators & Rs. 10000/- P.M. to System Analyst or on HARTRON rates whichever is less.

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### **ANNEXURE-C**

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

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## **ANNEXURE-D**

### **Qualification of Data Entry Operators & System Analyst.**

#### **1. Data Entry Operators.**

##### **Qualifications:-**

- i) 10+2 with 50% marks and one year Course in Computer Application/NCVT Certificate (with 50% marks) or graduate with one Year course in Computer Application)/NCVT Certificate (with 50% marks) Or 3 Years diploma in Modern Office Practices/Office Management & Computer Application/Comp. Engg./Electronics & Comm. Engg. with 50% marks or Post Matric one year ITI Course/NCVT in stenography (with 60% marks).
- ii) Data Punching speed of 8000 key depressions per hour
- iii) 3 Years experience in Data Punching.

#### **2. System Analyst.**

##### **Qualifications:-**

B.E./B.Tech/M.Tech (Comp. Sc./IT/Electronics & Comm.) in Ist Divn. Or M.Sc. (Comp. Sc.) in Ist Divn. Or MCA in Ist Divn. Or 'B'/'C' level course from DOE in Ist Divn. Or M.Sc. (Phy./Math/Statistics) in Ist Divn. and PGDC in Ist Divn. and ii) Project Work of Software Development in a reputed company on VB and MS Access/SQL Server /Oracle.