

GENERAL TERMS & CONDITIONS

1. The service provider having experience of providing similar kind of services for atleast last three consecutive years in the offices/ department/ PSU/ Corporation of the States of Haryana, Punjab and also of the Central Government will be registered with HPHC.
2. The service provider, who has been Black-listed, will not be eligible to participate. The agency must submit an undertaking attested by the Notary to the effect that the Company/ Firm/ Sole-proprietorship/ Co.op Society which is submitting the quotations is not black listed by any State Govt./ Centre Govt./ PSU.
3. The Company/ Firm/ Sole-proprietorship/ Co.op Society should have Annual turnover of atleast Rs. 20.00 lacs in each of the last three consecutive years. The documents should have been attested/ signed by Chartered Accountant.
4. The service provider must have already employed more than 20 workmen on the date of opening of tender.
5. The Service Provider/ Agency have to specify its Registration Number, EPF Code No. ESI Code No. Service Tax & PAN Number alongwith dates of applicability. Attested photocopies of documents are to be attached at the time of submission of the tender. Agency must also submit self attested copies of Valid Labour License from the Labour Department, License under the Contract Regulation and Abolition Act 1970 & Registration Certificate under Act 1958.
6. The Agency must also submit self attested copy of License issued by the Director General of Police or Inspector General of Police, Law and Order, Haryana Police, issued under Section 4 of Private Securities Agencies (Regulation) Act, 2005 for providing the services of Security Guards.
7. The quotations should be accompanied by an Earnest Money as demanded in the advertisement in the shape of Demand Draft in favour of "Managing Director, Haryana Police Housing Corporation Ltd" payable at Panchkula and shall be physically submitted on or before the date mentioned above. Offers without the Earnest Money will not be considered.
8. The service provider has to quote its rates as mentioned in tender notice/ advertisement.
9. The documents should be complete in all respects.
10. The agencies quoting the service charge below 3.01% shall not be considered. If the rates of service charges quoted by the service providers are same then the decision will be taken by draw system. In case of any dispute, final decision shall be taken by MD.

11. The E.M.D. of the successful service provider will be converted into security deposit. The same will be refunded after the successful completion of the contract agreement. In case of termination of contract due to serious irregularities, lapse on the part of agency/ service provider, the security will be forfeited after adjusting any recoverable amount from the service provider.
12. The service provider will execute an agreement on Non Judicial Stamp Paper of Rs. 100/- before claiming the first payment duly attested by Notary/First class Magistrate.
13. No transfer of contract in another name will be requested for or permitted.
14. The Management will also screen the persons so provided by the service provider.
15. Any item which is necessary for the efficient working of system but not mentioned or missed in the quotations, must be included in the offer to make the offer complete in all respects.
16. The service provider will be required to provide workmen timely as per requirement.
17. Minor workman is not allowed to work. The service provider shall provide eligible/ perfect and reliable workman having good health & clean record.
18. Conditional/ Telegraphic/Incomplete quotations will not be accepted.
19. HPHC does not take the responsibility for any delay in receipt of the bidding document if it is sent by post/ courier or otherwise.
20. The sealed quotations will be opened by committee on scheduled date, time and venue. The representative of bidders who wants to be present, can attend the proceedings against authority letter.
21. The service provider is bound and responsible for all statutory deductions/ obligation and compensation to its workers under labour law/ any law applicable. There will be no involvement of HPHC in any legal action taken by anyone against the service providing agency.
22. The service provider shall have to submit monthly certificate /proof to the effect that minimum wages with all due statutory facilities like EPF, ESI have been paid on the due date to the concerned as required under law.
23. There will be no contract of employment between HPHC and contractual workmen for any purpose. The service provider concerned will be employer of the workmen. The workmen are not entitled for any claim or benefit directly from Haryana Police Housing Corporation Ltd.
24. The liability of Haryana Police Housing Corporation Ltd will be restricted to the monthly payment of agreed amount to the service provider. The agency should deposit the salary of workmen in advance in their account without waiting for the payment of Bill from HPHC.

25. The category of persons, which the service provider can provide, may be clearly mentioned.
26. In case of termination /leaving of contract, one month notice from both sides will be required. But, in case the work of service provider is not found satisfactory or due to any change in policy then the management can cancel the contract without any notice.
27. The service provider shall be responsible for any loss to the Corporation caused by the workman and in case of any litigation, all expenses shall be borne by the service provider.
28. The service provider will have to pay the wages to its workmen on due date through NEFT/RTGS in their Aadhar seeded bank accounts. The wages must be paid on or before 7th of each month without linking the receipt of payment from Haryana Police Housing Corporation Ltd.
In case the wages are delayed/ not paid on or before 7th of every month. Penalty @ Rs. 50/- per day person will be charged from the service provider, in case any written complaint is received from any workman.
29. In case of any workman of the service provider is found not working as per requirement/ norms, the Haryana Police Housing Corporation Ltd will be at liberty to ask the service provider to withdraw the said worker immediately and the service provider will provide the suitable replacement at once.
30. The service provider shall maintain all statutory records in respect of workmen deployed by him and shall maintain such records as required under the provisions of the law. He will have to produce such record to HPHC on demand.
31. The service provider shall submit bill in triplicate on 1st day for the preceding month. These bills will be paid by the Haryana Police Housing Corporation Ltd. within 7 days of receipt of the bills in accordance with the terms and conditions of this agreement.
32. The number of workman can be increased or decreased as per the requirement of Haryana Police Housing Corporation Ltd.
33. HPHC will issue the certificate for Deduction of tax deducted at source (T.D.S.) from the bill towards Income Tax.
34. The service provider will be fully responsible for the behavior and conduct of its workmen. Any dispute arising among its workmen will be dealt by the service provider only and Haryana Police Housing Corporation Ltd. will not be responsible in any manner.
35. The workmen provided by the service provider will be on his pay rolls and Haryana Police Housing Corporation Ltd. will not give any direct/indirect payment required to any of the workmen in any way. The service provider shall be responsible for meeting their entire statutory requirement, entitlement and benefits and Haryana Police Housing Corporation Ltd. will be absolved of such responsibilities.

36. The Haryana Police Housing Corporation Ltd. reserves the right to add or alter any condition at any time and the same will be binding on the service provider, provided that the change is in the interest of work and does not adversely effect the contractor in terms of payment etc.
37. Any condition not included in this agreement will be mutually discussed and decision will be binding on both parties.
38. EPF/ESI will be provided as per rates, subject to the scheme applicable.
39. The liability to deposit Service Tax with the concerned Deptt. will be of the service provider & Haryana Police Housing Corporation Ltd. will reimburse against receipt.
40. On receipt of any complaint if the lesser wages are paid than the eligible amount of penalty will be imposed on the service provider by the Haryana Police Housing Corporation Ltd. @ 24% p.a. for the less paid amount till it has been finally paid by the service provider to the workman.
41. Service charges/commission will be paid on basic wages only.
42. The competent authority reserves the right to accept and reject any or all the quotations received without assigning any reason.
43. Charging of any kind of "Training fee/ Recruitment fee etc. shall be considered a malpractice and strict action shall be taken against the service providing agencies found engaging in such malpractices.