



*Supplementary Agenda-I for 249th meeting of
Municipal Corporation Chandigarh*

Date : 29.09.2017

Time : 11.00 a.m.

Venue : *Assembly Hall*

Municipal Corporation
New Deluxe Building, Sector -17E,
Chandigarh – 160017

MUNICIPAL CORPORATION CHANDIGARH
(Agenda Branch)

No.MCC/Secy/SAA/2017/598

Dated:28.09.2017

To

All Councillors and ex-officio member (MP),
Municipal Corporation,
Chandigarh.

Subject: - Supplementary Agenda-I for 249th meeting of General House of the Corporation to be held on 29.09.2017 at 11.00 a.m.

Please find enclosed herewith supplementary agenda-I for **249th meeting** of the General House of the Corporation to be held on **29.09.2017 at 11.00 a.m.** in the Assembly Hall of the Municipal Corporation, Chandigarh for information.

Sd/-

**Secretary,
Municipal Corporation,
Chandigarh.**

Endst. No.MCC/Secy/SAA/2017/599

Dated: 28.09.2017

A copy is forwarded to the following for information and necessary action:-

1. Additional Commissioner
2. Additional Commissioner
3. Joint Commissioner
4. Chief Engineer
5. S.E.(B&R)/S.E.(P.H.)
6. C.A.O./Examiner
7. M.O.H./S.S.H
8. E.E.(Roads Division – I, II & III)
9. E.E.(Electrical / Horticulture Division)
- 10.E.E.(P.H. Division No.1,2,3 & 4)
- 11.O.S.D. II /S.D.O.(Buildings)/S.D.E.(HQ)
- 12.A.O.(P&PF)/Supdt.E-I
- 13.Law Officer/ A.P.R.O.
- 14.Computer Cell/Fire Branch
- 15.Estate Branch/Tax Branch

Sd/-

**Secretary,
Municipal Corporation,
Chandigarh.**

Endst. No. MCC/Secy/SAA/2017/600

Dated: 28.09.2017

A copy is forwarded to the following for information and necessary action:-

1. PA to Mayor
2. PS to Commissioner
3. PA to Secretary

Sd/-

**Secretary,
Municipal Corporation,
Chandigarh.**

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SUPPLEMENTARY AGENDA-I ITEM NO. 249.1

Subject: Extension in the contract period for the supply of 15 security personnel for the security of MC Building.

The General House in its meeting held on 30.06.2017 resolved that a new tender be invited from the DGR registered companies for providing the services of Ex-serviceman for the security of MCC building. The General House also accorded one month extension to PESCO i.e. upto 31.08.2017. Keeping in view the long process of e-tendering, the Commissioner MCC extended the contract with PESCO upto 30.09.2017

Accordingly, bids through e-tendering were invited from the agencies who are registered with Directorate General of Resettlement, (DGR), Ministry of Defence, G.O.I. for providing the services of 15 Security Guards (Ex-servicemen) for the security of MCC building. But inspite of 2 weeks time given to the bidders not even a single bid has been received against the said tender notice (Bid opening report attached as annexure I). The copy of DNIT is attached as annexure II.


The matter is therefore again placed before the General House for consideration and decision on the following issues:-

1. To extend the contract of M/s PESCO for supplying 15 Security guards on the existing terms and conditions for 3 months i.e. upto 31.12.2017.
2. To re-conduct the e-tendering for providing 15 Security personnel (Ex-serviceman) on the terms and conditions as mentioned in Annexure II.


**Sd/-
Additional Commissioner,
Municipal Corporation,
Chandigarh.**

eProcurement System Chandigarh UT Administration

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**Chandigarh
UT
Tenders**



WELCOME
Link Login

harjainmooor@yahoo.com
05-Sep-2017 03:41:06

Server Time
11-Sep-2017 18:00:46

Home Logout

eProcurement System Chandigarh UT Administration


BID OPENING

Bid Opening → Bid Openers


Tender Reference Number: 01/AC/MC/2017
 Tender ID: 2017_MCC_39569_1
 Tender Title: Providing Services of 14 Nos. Security Guards and 01 No. Inspector (Ex Serviceman) for the security of M.C. Building around the clock under jurisdiction of M.C. Chd. (for One year extendible upto Three Years)
 Bid Opening Date & Time: 11-Sep-2017 04:00 PM
 Bid Opening Type: 2 Of 2 (2 bid openers should decrypt)

Bid Openers

AMIT KUMAR



HARANSH SINGH




Refresh

Serial No. of Bid: 0
 Total No. of Admin. Bid: 0

Bid Packets

Fee/PreQual/Technical



Back

Master Management

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- Profile Detail

Tender Management

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Bid Management

- Bid History

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https://etenders.chd.nic.in/nicgep/app?component=%24DirectLink&page=BidActiveTende... 9/11/2017

Municipal Corporation, Chandigarh.

OUTSOURCING FOR THE SERVICES OF 1 INSPECTOR and 14 SECURITY GUARDS

(EX-SERVICEMEN) FOR THE SECURITY OF MC BUILDING AROUND THE CLOCK

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

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

- 1.1 has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the Municipal Corporation, Chandigarh.
- 1.3 shall on the execution of this Agreement and providing services to the Municipal Corporation, Chandigarh, not violate, breach and contravene any conditions of any agreement entered with any third parties.
- 1.4 has complied with and obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this Agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- a) The Service Provider shall operate and provide services to Municipal Corporation, Chandigarh as per its requirements elaborated in the **Scope of Work** at Annexure 'C'.
- b) The regularity of the performance of the services shall 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 Municipal Corporation, Chandigarh from time to time.
- c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.

- d) If the Municipal Corporation, Chandigarh notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(s) and reports to the Municipal Corporation, Chandigarh
- e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Municipal Corporation, Chandigarh 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. Assignment of Agreement : -

This Agreement is executed on the basis of the current management structure of the Service Provider. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith. The successful tenderer shall be required to execute this Agreement on stamp paper of appropriate value to be got registered with the Sub-Registrar, UT, Chandigarh at his own cost.

4. TERMS

- a) This Agreement shall be effective initially for a period of 01 (one) year with effect from.....to....., which is further extendable annually upto a maximum period of 3 (three) years (including the initial one year) on the same rates, terms and conditions accepted by the Service Provider subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement. This will, however, be further subject to the approval of the competent authority. The contract shall stand automatically cancelled if the competent authority declines to grant such approval.
- b) The offer/rates i.e. Service Charges in percentage **on the basis of consolidated DGR rates as applicable to Chandigarh zone mentioned at Sr. No. "m"** shall remain valid for the whole period of contract for 3 years on the basis of Salary fixed for each category of the posts mentioned in the Annexure of scope of work and no enhancement in the Service Charges in percentage under any circumstances shall be allowed. **The Municipal Corporation, Chandigarh will not pay any other liability except DGR rates as applicable in Chandigarh Zone. If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges.**

5. Bank Guarantee

The Service Provider shall be required to furnish a Bank Guarantee equal to 05% of the total annual value of the Contract Period issued by any the Commercial Banks, in an acceptable form duly pledged in favour of the Commissioner, Municipal Corporation, Chandigarh his own cost so as to underwrite against any claim arising out, at any time, in connection with the faithful performance of this Agreement. This Bank Guarantee shall remain valid for 3 years+ 60 Days i.e. covering the total period of Service Contract including 2 years upto which this Service Contract may be extended.

6. Forfeiture of Security Deposit: -

The Commissioner, Municipal Corporation, Chandigarh shall have absolute rights and powers for forfeiture of said Security Deposit/Bank Guarantee, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this count shall be entertained.

7. Commencement of Services: -

The Service Provider is required to commence the Services within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. While providing the manpower, preference shall be given to workers having experience of working as such in any Municipal Corporation. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of issue of letter of Intent for non-commencement of the Services subject to the condition that in no case it shall exceed 10% of the total annual value of the contract. In case, the Service Provider fails to commence the Services within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Service Contract and the letter of Intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

8. Recruitment/Removal of personnel by the Service Provider: -

Recruitment/removal of Manpower (i.e. No. of persons to be deployed as per their eligibility conditions) mentioned in the Scope of Work at **Annexure-'C'** to be deployed in the Municipal Corporation, Chandigarh during the currency period of this Agreement shall be made on the recommendations of the Committee(s) to be constituted for the purpose by the Commissioner, MCC. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their Name, age, parentage, address both residential and permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in Municipal Corporation, Chandigarh as well as any

subsequent changes, if any, of his employees. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement.

9. Formulation of mechanism and monthly duty/assignment chart:

On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in the MCC for the approval of the Officer-in-charge of the said services. He shall visit the MCC in order to interact with officers/ workers for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Additional CMC / Joint CMC-I. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Nodal Officer or any other officer authorised to do so by the Commissioner in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

10. Determination of quality of Services: -

The decision of the Commissioner, Municipal Corporation, Chandigarh with regard to determining the quality of Services done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. The Commissioner shall also reserves the right to get the Services so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any or all parts of the Security Deposit/Bank Guarantee, as he may think proper.

11. Supervisory Control:-

The persons so deployed shall be under the over all control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the Commissioner, Municipal Corporation, Chandigarh.

12. Surprise Check: -

The Commissioner, Municipal Corporation, Chandigarh or any other officer(s) so authorised by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.

13. Relationship of Persons deployed by Service Provider with Municipal Corporation, Chandigarh

The persons so deployed by the Service Provider for the execution of this Agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the Municipal Corporation, Chandigarh, either implicitly or explicitly.

14. Medical Examination and Verification of Character and Antecedents:-

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

15. Terms of payment/submission and verification of bills

- a) The contractor shall ensure that all the employees get Salary as per DGR rates applicable to Chandigarh Zone
- b) The terms of payment/submission and verification of bills/ fees and charges for the services to be rendered by the Service Provider are at **Annexure 'D'** as agreed to between the parties.

16. Discipline and conduct :-

- a) In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the

Commissioner, Municipal Corporation, Chandigarh or any other officer so authorised by him in this regard and should submit compliance report within 7 days positively.

- b) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of the Municipal Corporation, Chandigarh. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/ deficiencies as pointed out by the authorities from time to time.
- c) 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 Municipal Corporation, Chandigarh and under no circumstances Municipal Corporation, Chandigarh be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the Municipal Corporation, Chandigarh be liable for any claim(s) whatsoever, of any such person(s)
- d) The Service Provider should ensure that the persons so deployed by him in Municipal Corporation, Chandigarh shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Municipal Corporation, Chandigarh from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the Commissioner, Municipal Corporation, Chandigarh shall be at liberty to impose a penalty upto Rs.1000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the Commissioner shall be final and binding on the Service Provider. The Commissioner, Municipal Corporation, Chandigarh shall have further right to adjust, readjust, or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider.

17. Nature of Agreement

The parties hereto have considered and 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 Commissioner, Municipal Corporation, Chandigarh 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 Commissioner, Municipal Corporation, Chandigarh except to extent and purpose permitted herein.

- b) This Agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of Municipal Corporation, Chandigarh. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like Minimum Salary, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.
- c) The Municipal Corporation, Chandigarh shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

18. Statutory Compliance(s)

- a) The Service Provider shall obtain all Registration(s)/ Permission(s)/ License(s) etc. which are/may be required under any Labour Laws and Private Security Agencies (Regulation) Act 2005 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 Municipal Corporation, Chandigarh indemnified against all losses, damages, claims, actions taken against Municipal Corporation, Chandigarh by any authority/office in this regard.
- c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, as applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- d) The Service Provider shall give an undertaking by the 22nd of each month to Municipal Corporation, Chandigarh that he has complied with all his statutory obligations..

19. Indemnification

- (a) The Service Provider shall keep the property of Municipal Corporation, Chandigarh indemnified through a Fidelity Bond of Rs. **10,00,000/- (Rs. Ten Lacs Only)** issued by a

nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his own cost. In case the Commissioner, Municipal Corporation, Chandigarh is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on Municipal Corporation, Chandigarh in this respect.

- (b) The Service Provider shall at all times indemnify and keep indemnified Municipal Corporation, Chandigarh 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 Municipal Corporation, Chandigarh, which may be made under the Workmen's Compensation Act, 1923 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the worker or 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 Municipal Corporation, Chandigarh shall be as provided herein before.
- (c) The Service Provider shall at all time indemnify and keep indemnified the Municipal Corporation, Chandigarh 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 Municipal Corporation, Chandigarh premises or before and after that.
- (d) That, if at any time, during the operation of this Agreement or thereafter Municipal Corporation, Chandigarh is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or Tribunal, to pay any amount 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) herein above, the Service Provider shall immediately pay to Municipal Corporation, Chandigarh all such amount and costs also and in all such cases/events, the decision of Commissioner, Municipal

Corporation, Chandigarh shall be final and binding upon the Service Provider. The Commissioner, Municipal Corporation, Chandigarh shall be entitled to deduct any such amount as aforesaid, from the Security Deposit/Bank Guarantee and /or from any pending bills of the Service Provider.

20. Liabilities and Remedies

- (a) In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Commissioner, Municipal Corporation, Chandigarh shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to Municipal Corporation, Chandigarh the difference of payments made to such other sources besides damages at double the rates of payment made by Municipal Corporation, Chandigarh to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service provider to deposit damages charges with the Municipal Corporation, Chandigarh within the stipulated period of 15 days, the same will be recovered by Municipal Corporation, Chandigarh from the pending dues, if any, Bank Guarantee etc. of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be black-listed due to non-performance of the Service Agreement faithfully.
- (b) In the event of exigencies arising due to the Death, Infirmity, Insolvency etc. etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Director may think proper in public interest.
- i) Legal heirs in case of sole proprietor,
 - ii) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
 - iii) Otherwise the Commissioner, Municipal Corporation, Chandigarh shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

21. Losses suffered by Service Provider

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

22. TERMINATION

The contract can be terminated by the Commissioner, Municipal Corporation without assigning any reason. Beside this, the contract can also be terminated in any of the following contingencies:-

- (A) On the expiry of the contract period, without any notice.
- (B) By giving 3 months notice in case:-
- i) the Service Provider consistently provides unsatisfactory services.
 - ii) the Service Provider assigns the Services or any part thereof to any other person for sub-letting the whole or a part of the Services.
 - iii) the Service Provider is declared insolvent by any court of law.
 - iv) the Service Provider is not interested to complete/continue the Services.
 - v) If Service Provider commits breach of any covenant or any clause of this Agreement, Commissioner, Municipal Corporation, Chandigarh may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to Municipal Corporation, Chandigarh.
 - vi) The Commissioner, Municipal Corporation, Chandigarh 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 agreement for the benefit of creditor`
 - vii) The Commissioner shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of Black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
 - a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
 - b) Misappropriation of Government moneys.
 - c) Advancing a claim on the basis of forged documents.
 - d) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
 - e) Material concealment/suppression of facts or gross misrepresentation of facts.
 - f) Conviction for an offence involving corruption or any other serious act or conduct etc.
 - g) Any other case or situation involving National security.
 - viii) In the event of termination of this Service Contract, as explained in Para 23 (B) (i) to (vii) above, the Commissioner, Municipal Corporation, Chandigarh Administration shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall liable to pay forthwith to Commissioner, Municipal Corporation, Chandigarh the difference of payments made to such other alternative

sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Service Provider does not deposit the damages charges with Commissioner, Municipal Corporation, Chandigarh within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition, the amount of Security Deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Agreement.

Provided that during the notice period for termination of contract, the Service Provider shall continue to provide the services smoothly as before till the expiry of notice period.

23. Removal of personnel on termination of Service:-

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

24. Composition and address of service provider

- a) The Service Provider shall furnish to the Commissioner, Municipal Corporation, Chandigarh 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 Commissioner, Municipal Corporation, Chandigarh in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with Municipal Corporation, Chandigarh.

25. Service of notices

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

Complete Address of Department Complete address of the Service Provider

.....
.....

26. Confidentiality

It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of Municipal Corporation,

Chandigarh and he undertakes that he shall not, without Commissioner, Municipal Corporation, Chandigarh 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.

27. Entire Agreement

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

28. Amendment/Modification

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

29. Severability

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

30. 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.

31. WAIVER

At any time any indulgence or concession granted by Commissioner, Municipal Corporation, Chandigarh 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 Municipal Corporation, Chandigarh 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 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 Municipal Corporation, Chandigarh to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

32. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/executed at **Chandigarh** 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 i.e. the Joint Commissioner, Municipal Corporation, Chandigarh, which shall include an acting/officiating Joint Commissioner, Municipal Corporation, Chandigarh. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the Municipal Corporation, Chandigarh, Sector 17, Chd.

33. Force majeure

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

34. Governing Law/Jurisdiction

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

35. 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 services on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider with the Sub Registrar, UT, Chandigarh on the stamp paper of appropriate value at his own cost.