



No. KVAOWA/GGN/2025/05/230

Dated: 07th July, 2025

Notice

Subject: Release of AMS Review Committee Report for FY 2025–2026

Dear Residents,

We hope this letter finds you well.

I am issuing this notice under the instructions of the Executive Committee concerning the release of the AMS Committee Report, which was constituted by the Executive Committee for the purpose of reviewing the recent AMS hike and related financial matters.

As you are aware, this year the Annual Maintenance Subscription (AMS) were increased by 25% by the newly inducted Management Committee. Given the magnitude of the hike, it was felt necessary to examine whether the increase was justified and to bring transparency to the residents regarding the financial decisions of the Society.

To that effect, the Executive Committee (EC) decided to constitute an Independent AMS Review Committee, comprising Mr. Ashok Aggarwal and Mr. Roopak Mittal, to evaluate the rationale behind the increased AMS for FY 2025–26 and to assess the overall financial planning of the Society.

The Committee conducted a detailed review and presented its report to the Executive Committee. The report not only addresses the reasons behind the AMS hike but also highlights areas of concern including financial mismanagement and planning inefficiencies. The work of the Committee was appreciated by all EC members for its diligence, depth, and transparency. The Committee has found the 25% increase in AMS to be justified and necessary to maintain the Society's essential services at an acceptable standard.

The Committee also reviewed two additional past projects done mentioned as Part B, which were included in the final report. These two reports are still under consideration with the EC for final approval. To expedite the process, the review responsibilities were divided among EC members, and the full report will be circulated after approval.

In the last EC meeting held on July 2, 2025, the following members had attended the EC meeting and it was decided to release the report. The comments of the EC members on report are provided below:

1. Mahaveer Yadav	2. Mayank Sharma	3. Kunal Kundu
4. S. K. Goyal	5. Preeti Sharma	6. Atul Dhyani
7. K G Kapoor	8. P Padmawati	



President Mr. Mahaveer Yadav has raised concerns regarding the scope of the Committee's work. He has expressed that the Committee investigated matters beyond their defined scope and that certain observations were made without giving individuals an opportunity of being heard. He also requested to record these statement in the minutes of the EC meeting. He believes that the report should not be released until counter-evidence are allowed and examined.

Also EC Member Mr. K. G. Kapoor submitted a written clarification stating that the Committee's findings and recommendations fall within the mandate given, addressing essential issues such as AMS rationalization, service quality, financial transparency, and resource optimization. He emphasized that the actionable suggestions in the report are critical for establishing a sustainable and equitable maintenance system. He further recommended that any observations falling outside the original scope such as those in Annexure B (Additional Projects) be reviewed by relevant committees for further due deliberation.

In order to ensure complete and unanimous approval of the Executive Committee (EC) members who were unable to attend the meeting, their formal consent was sought through the official WhatsApp group of the EC. The following EC members gave their express consent on the group for the release of the AMS Review Committee Report without raising any comments, objections, or reservations.

1. Jalaj Srivastava	2. Anupama Kapoor	3. Sanjeev Srivastava
4. Vinay Kumar	5. Ranjana Agarwal	6. Ashok Aggarwal
7. Rita Allagh	8. Roopak Mittal	9. S. K. Pandita

Six-Day Window for Objections or Clarifications

After due deliberation, the Executive Committee has resolved to proceed with the release of the AMS Review Committee Report and holding two past projects reports. However, in the spirit of fairness and transparency, a six-day window (It will be calculated from the date of issuance of the letter) is being provided to allow any individual who may feel affected by the findings of the report to submit substantial objections, factual clarifications, or supporting documents. If any counter-evidence or information submitted is found to be substantial and renders any part of the report unsustainable, the relevant portion will be forwarded to the AMS Committee for appropriate acknowledgment and necessary corrections.

Any such submissions must be addressed to the Executive Committee within this period. Upon receipt, the Executive Committee will review the material and, if deemed relevant, refer the matter to the AMS Review Committee for appropriate clarification or correction. After six days no new objection of the effected person will be entertained by the executive committee.



KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA)
KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) – 122011
(Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013)

It is clearly reiterated by the EC that this report is not intended to malign or target any individual. Its primary purpose is to ensure financial discipline, improve transparency, and justify the AMS hike with proper reasoning and planning.

We appreciate your understanding and continued support in making our society better managed, transparent, and resident-friendly.

Warm regards,

(Atul Dhyani)
Secretary, KVAOWA

Enclosure: AMS Committee Report

Kendriya Vihar Apartment Owners' Welfare Association,
Gurgaon

**Report of the Committee on the
Evaluation of Annual Maintenance Subscription for 2025-26**

The Committee consisted of the following members:

1. Dr Ranvir Singh Gahlawat, Convener, Dx-68,
2. Capt. Sudershan, A-111,
3. Sh. Maneesh Kumar, B-33,
4. Sh. Lalit Kumar Mehta, C-45
5. Sh. Sunil Jain, MS-5/501,
6. Sh. Sudeep Chakravorty, MS-7/304

Dates of the Meetings (total 13 meetings): 6th, 13th, 20th, 27th April & 10th, 11th, 17th, 18th, 24th, 31st May, 1st, 5th & 8th Jun 2025

Scope:

1. To collect feedback, suggestions & concerns from residents regarding AMS
2. To evaluate the current AMS structure & recommend necessary improvements
3. To provide suggestions & recommendations for future budgeting & financial planning.

Details:

1. Suggestions, feedback & Concerns from residents

- a) The committee members spoke to different residents of the society and got the following suggestions
 - i. Painting in common area
 - ii. Power backup for common area lighting (Non-MS Blocks)
 - iii. Repair/replacement of Drain covers
 - iv. Cleaning of sewage pipes/ storm water drains
 - v. Kitchen wastewater pipeline
 - vi. Repair of Roads
 - vii. Seepage
 - viii. Terrace Repair
 - ix. Grit wash wall repair etc
- b) The residents also requested that the quality of service in the following areas need to improve on priority:
 - i. Security
 - ii. Cleaning:
 1. Road
 2. Drains
 3. Water Tank security & cleaning after replacement of covers
 - iii. Service Centre
 1. Plumbing
 2. Electricity
 3. KV Office

Dahlawat
8/6

Sunil
8/6

[Signature]
8/6/2025

[Signature]
8/6/25

[Signature]
8/6/25

- iv. Horticulture
- v. Supply of Water
- vi. Electricity Supply

2. **Current AMS structure & recommended necessary improvements: Observations & findings**

- a) The current AMS is revised by the EC (apparently on ad hoc basis for the year 2025-26) based on the Budgeted expenditure and actuals incurred annually. The AMS is generally revised in Jan-Mar of a year to be then implemented from April of the subsequent year. **It is proposed that as a practice AMS should be revised every year taking into consideration the actual expenditure the previous year, likely expenditure and Consumer price index.**
- b) It was observed from the budget of 2023-24, & 2024-25 and the actual expenses incurred had four major contributors to the expenditure viz the following contributing about 78 % of the total expenses:
 - i. **Security ~ 26 %**
 - ii. **Manpower** in support services like Electrician, Plumbing, Cleaning & brooming, etc ~ 22%
 - iii. **Electricity expenses ~ 16 %**
 - iv. **Establishment ~ 15%**

Accordingly, it was considered prudent based on Pareto Analysis to focus on these four heads.
- c) **Security Expenses** were investigated in considerable detail in last two financial years. There was a substantial increase in 2024-25 from September '24 onwards due to a change in service provider viz. M/s BCL Secure Premises Pvt Ltd. It's observed that because a **wrong process followed in tendering**, there is an additional burden of INR 31,09,857/- which will result in a substantial increase in the AMS for the year 2025-26. It may also be noted that there will a further increase in this amount due to increase in Minimum wages. The relevant report is given in **Annexure 1**.
- d) **Manpower expenses** contributed the next higher share in the expenses. There was a substantial increase in 2024-25 from September '24 onwards due to a change in service provider viz. M/s Sarvatra Integrated Management Services Pvt Ltd. It's observed that because a **wrong process followed in tendering**, there is an additional burden of INR 28,03,092/- which has resulted in a substantial increase in the AMS for the year 2025-26. It may also be noted that there will a further increase in this amount due to increase in Minimum wages. The relevant report is given in **Annexure 2**.
- e) The committee also then looked at the system followed for the purchase of Solar plant & Waste processing machine in the past which had a significant impact on the expenditure over the years where the residents aren't satisfied with the return on investment accrued due to these purchases. The details are provided in **Annexure 3**.
- f) Contracts /Agreements for the Waste Management agency M/s Sumit Security & Manpower Services is ambiguous, and due diligence has not been adhered to before finalization. The anomalies in the contractual process have resulted in additional annual financial burden of INR 4,30,294/-. The details are provided in **Annexure 4**.

Signature
8/6

Signature
8/6

Signature
8/6/25

Signature
8/6/25

Signature
8/6/25

Signature
8/6/25

- g) The Committee has also reviewed the existing security system, assessed the requirement for security guards, and explored the use of technology to upgrade the security infrastructure in order to effectively meet current and future security needs. This optimization of security manpower is projected to result in an **annual saving of INR 10,04,268/-** without compromising the existing **security requirements**. The Committee has also recommended the immediate implementation of **biometric attendance** for all **security personnel, manpower staff, housekeeping (cleaning and sweeping) staff, and employees of the KV Office**. This measure is aimed at enhancing **punctuality** and ensuring **transparency** in the attendance system. The details are provided in **Annexure 5**.
- h) The AMS should be rationalised based on the regular annual maintenance expenses while the one-time capital expenses (non-recurring) could be separated & made a distinct part of the project-based funding collected separately for specific tasks. Necessary approvals of the proposals formulated by Executive Committee (EC) in this regard may be taken in Annual General Meeting (AGM)/EGM.
- i) **Electricity Consumption:** The following may be noted and considered for recommendation:
- There are four shops which (getting electric supply from Generator when the regular power supply is not available) are paying to society @ INR 14/- per unit. Based on the actual units consumed and payment made to DHBVN for the Electricity meter BS-19 for the year 2024-25, it is noted that KVAOWA has paid more than INR 13/- per unit to DHBVN. Therefore, it's proposed that such shops who get power supply through generator should be enhanced to **INR 25/- per unit**.
 - For the other shops which solely depend on DHBVN regular supply, it is proposed that such shops who don't get power supply through generator should be enhanced to **INR 15/- per unit**.
 - In all the above cases, the payment should be made to KVAOWA on or before 7th of every month failing which interest will be charged on the whole amount @18% pa.
- j) **Establishment expenses:** It was unanimously felt that a **time & motion** study on the manpower required should be conducted. The committee felt that there has to be a process of written appraisal for each of the employee against certain markers which should also record a weightage based on residents' input besides the EC & OBs evaluation. This record should be preserved for reference and providing annual raise. Further, there should be an upper ceiling of the emoluments for each of the categories of the employees and fixed increment rate e.g. 1% of the basic. The KVAOWA has commissioned various studies on the subject from time to time which may be referred to. It is also recommended that **all employees of KVAOWA should paid salary based on a scale (including a minimum, increment & maximum) duly indexed to inflation, to be appropriately decided by EC which should further be got approved in AGM/EGM.**

- k) Review of Last three years' Audit reports indicates as below:

S.No.	Financial Year	Audited Surplus/Deficit	Notional Depreciation	Actual Funds in Hand (INR)
1.	2021-22	82,56,214.98	5,43,545.75	87,99,761.00
2.	2022-23	4,29,662.00	43,17,674.00	47,47,336.00
3.	2023-24	(-)57,84,427.00.	64,72,226.00	6,87,799.00
Total				1,42,34,896.00

8/6

8/6

8/6/2025

8/6/25

8/6/25

8/6/2025

The above review indicates a surplus of INR 1,42,34,896.00 (in last three years) with KVAOWA. However, the surplus fund as on 31 Mar 2024 based on the audited financial statement is computed as under: (Figures provided by Shri Ashok Agarwal coordinator of committee)

S.No.	Particulars	Actual Funds in Hand (INR)
1.	Investments	8,25,56,326.00
2.	Current Assets & Membership Receivables excluding GST recognized as Assets	1,35,62,200.00
3.	Current, Other Liabilities, Advance from Members	(2,09,57,938.00)
	Total	7,51,60,587.00
	Breakup of funds	
a)	Corpus fund	6,44,96,322.00
b)	Development fund	40,00,000.00
c)	General fund	66,64,266.00
	Total	7,51,60,587.00

The unaudited accounts for the year 2024-25 provided to the committee indicates net shortfall of INR 50,16,106.94/-. This is without accounting for depreciation on capital assets or creation of new assets. This is huge shortfall of funds. To meet the immediate needs the shortfall should be adjusted against the surplus funds in hand as shown above after the approval of the AGM and remaining funds should be transferred to the corpus for better management.

The audited accounts of 2023-24, indicate deficit as seen above. Similarly, the unaudited accounts for the year 2024-25 provided to the committee indicates net shortfall of INR 50,16,106.94. **The process of deficit has started from the year 2023-24 only and the deficit is continuing in 2024-25 as well. This requires further analysis.**

To ensure good accounting practice surplus/shortfall of income-expenditure being used for calculation of the AMS should be carried forward to the next year instead of parking funds under any other head.

The committee members proposed to take the view of the Chartered Accountant engaged by the Association. Excerpts from his reply are appended below. The entire correspondence is appended as Annexure-6.

Dahlbunt
8/6
8/6

8/6
8/06/2025

8/6/25

8/6/25

8/6/2025

6/6/25, 10:17 PM

Gmail - Clarification regarding Audited accounts of KVAOWA

1. Accounting System and Surplus Treatment

We follow the **accrual system of accounting**, consistent with applicable accounting standards. Under this method, income and expenditure are recognized when earned or incurred, not necessarily when cash is received or paid.

The **surplus from AMS**, net of related expenses, is reflected in the **Income & Expenditure Account** and transferred to the **General Fund / Reserves & Surplus** in the Balance Sheet. While the AMS component is not shown as a distinct line item, it forms part of the society's financial results.

2. Head of Account for AMS Surplus

Such surplus is typically allocated to the **General Fund**, unless specifically earmarked by internal resolution. In such cases, the treatment is disclosed via:

- **Earmarked Fund heads**, or
- **Notes to Accounts** in the audited statements

If a particular classification or presentation is being referred to, we welcome further clarification so we can address it accordingly.

3. Treatment of Depreciation

Depreciation is a **non-cash, notional expense**, accounted for to reflect the reduction in value of **assets** over time. While it affects the book surplus, it does not impact actual fund availability.

3. Suggestions & Recommendations for improvements:

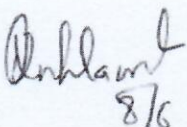
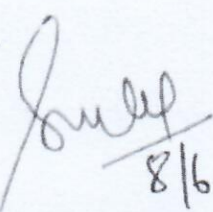
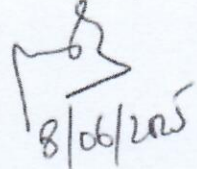
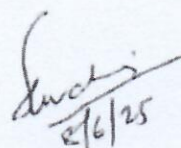
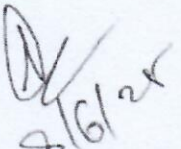
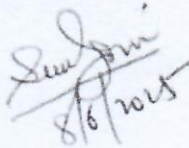
These are comprehensive recommendations based on overall analysis. Further, it may be noted that each report also has respective recommendations too which may be taken into consideration for taking appropriate actions:

- a. The AMS should be rationalised based on the regular annual maintenance expenses while the one-time capital expenses (non-recurring) could be separated & made a distinct part of the project-based funding, collected separately for specific tasks.
- b. Systematic Inventory Management to be followed in all the purchases & maintenance of stock of regular consumables and capital items with traceability to beneficiaries. It's observed that no systematic way of procuring consumable items has been followed over the years. It's recommended that a proper half yearly/annual rate contract with approved vendors to be selected based on a criterion to be approved by EC shall be followed from 2026-27 onwards. A proper system should be in place well before by Mar 2026.
- c. Rationalisation of manpower (both contractual and those on the rolls of KVAOWA) to be considered based on the time-motion study to be conducted the EC. It is also recommended that all employees of KVAOWA should paid salary based on a scale (including a minimum, increment & maximum limit) to be appropriately decided by EC and approved in AGM.
- d. Wrongful assignment of both Security and Manpower contracts to M/s BCL Secure Premises Pvt Ltd and M/s Sarvatra Integrated Management Services Pvt Ltd. respectively has resulted in substantial increase in the AMS for 2025-26. Awarding of both the contracts should be investigated by an independent inquiry committee to identify concerned individual liability for taking appropriate action in consultation with collegium members in AGM. All the records pertaining these two cases should be sealed immediately to prevent any chances of tampering. Further, the present management should take appropriate action to relieve residents of this additional financial liability by taking effective cost cutting measures including review of present manpower and security contracts.

Handwritten signatures and dates:
 8/6/25
 8/6/25
 8/6/25
 8/6/25
 8/6/25

- e. As an immediate measure shortfall of INR 50,16,106.94 (as stated in 2(k) above) should be adjusted against the surplus funds in hand as shown above after the approval in the AGM and remaining funds should be transferred to the corpus for better management. This should read in conjunction with CA's input.
- f. To ensure good accounting practice surplus/shortfall of income-expenditure being used for calculation of the AMS should be carried forward to the next year instead of parking funds under any other head. A proper cash book as per the accounting practices shall be maintained by the cashier duly countersigned by the Treasurer, which is not being done currently.
- g. In view of anomalies in the accounting practice, lack of traceability of funds, taking wrong references for making budget, KVAOWA should get Forensic audits of KVAOWA accounts done by agency/professional with specialized training and expertise in forensic accounting for a period under review.
- h. In order to assess the impact of expenditure on AMS for the financial year 2025-26, we undertook a review of the tender records processed during the period June-August 2024. Our scrutiny has revealed serious irregularities indicative of lapses in financial management.
- i. Further, considering these findings, we examined the records related to certain capital investment projects, specifically:
 - i. Compost Machine
 - ii. Solar Power Plant

The documentation and financial transactions associated with these projects disclosed grave irregularities. The possibility of financial graft cannot be ruled out at this stage. Considering the seriousness of these issues, committee is of the considered opinion that all other capital investment expenditures should also be thoroughly investigated & details should be reported in AGM. All the records pertaining to these projects should be sealed immediately to facilitate further investigation/inquiry.
- j. It is recommended that a System & Process Audit should be carried out half-yearly on a calendar year basis with audit reports to be submitted by the first week of September and March every year respectively. The members of the System Audit Committee should be constituted in the AGM to ensure transparency and objectivity.
- k. The committee felt that the report submitted by the Committee headed by Shri Vijay Kumar in August 2023 has comprehensively addressed this issue and recommended the implementation of the policy "User Pays" which is universally followed. In addition, this committee has taken into consideration the actual manpower deployment in respect of Gardeners & Safai-Karamcharis (VSWs) for apportioning AMS. The key components proposed under this policy include the apportioning of the following expenditures:
 - i. Electricity charges of Meter No. BS 19
 - ii. Expenditure on Diesel Generators
 - iii. Wages of 24 Security Guards deployed on MS and 12 Guards on Non-MS out of a total of 50 guards.
 - iv. Expenditure on firefighting-related items
 - v. Gardeners-13 nos (i.e. A/B:3; C:3; D: 4; MS-M&N:3) & Safai-Karamcharis (VSWs)- 34 nos - (i.e. A:4; B:4; C:4; D:5; MS-M&N:12; Weekly-off: 5)

 8/6
 8/6
 8/06/2025
 2/6/25
 2/6/25
 8/6/2025

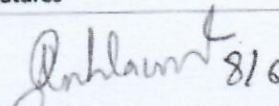
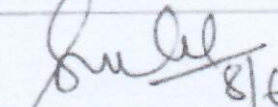
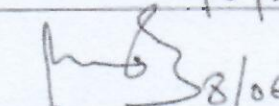
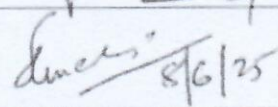
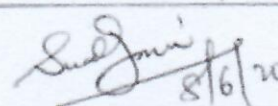
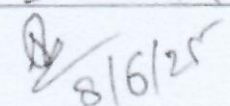
- vi. The Annual Maintenance Subscription (AMS) for the year 2025-26 has been calculated for implementation. It is proposed that any shortfall or excess amount already collected may be adjusted at the time of collection of AMS for the year 2026-27. The detailed calculation is as given in Appendix A.

4. Commendations:

It's been always a mixed bag of achievements & matters requiring attention, by different Executive committees elected over different epochs of times in the past. It will not be out of place to mention that some good changes in KV have also been made effective in the Electricity infrastructure to improve the living conditions & minimise the cost by the last EC. The following are noteworthy:

- It must be noted that there have certain notable changes which have been brought about in critical electrical infrastructure in replacement of some of the very old electrical panels, switches, transformers maintenance etc. Its effect has been particularly visible during last winter in 2024 resulting in relatively fewer outages.
- Some of the pending electricity meters' issues with DHBVN have also been resolved resulting in corrected bills recently received.

Disclaimer: Please note that to arrive at the findings & recommendations, sample financial data & cases for the last four years only have been considered. If the sample data, considered data from earlier period, different issues, findings & recommendations could emerge.

S.No.	Name	Signatures
1.	Dr Ranvir Singh Gahlawat, Convener	 8/6/2025
2.	Capt. Sudershan, Member	 8/6/25
3.	Sh. Maneesh Kumar, Member	 8/06/2025
4.	Sh. Lalit Kumar Mehta, Member	 8/6/25
5.	Sh. Sunil Jain, Member	 8/6/2025
6.	Sh. Sudeep Chakravorty, Member	 8/6/25

Gurgaon

Dated: 06.06.2025

Enclosures:

- Proposed Calculation of AMS (Appendix A)
- Report on Security Expenses (Annexure-1) - 41 Pages

3. Report on Manpower Expenses (Annexure-2) - 66 Pages
4. Report on Compost Machine & Solar Power Plant (Annexure-3) - 39 Pages
5. Report on Garbage Collection (Annexure-4) - 31 Pages
6. Report on Review of Security Setup (Annexure-5) - 3 Pages
7. Correspondence with KVAOWA, CA regarding fund status. (Annexure-6) - 4 Pages

Amblant
8/6

Amblant
8/6

Amblant
8/06/2025

Amblant
8/6/25

Amblant
8/6/25

Amblant
8/6/2025

Appendix- A

Calculations of AMS for the year 2025-26 on User Pay Policy

PART- A					MS		A, B, C, DX	
S.No.	Item	Qty.	Rate Per Unit	Budgeted Exp Rs		Amount Rs		
1	R/M of Lift			1300000	100%	1300000		
2	BS-19 electricity			3123040	100%	3123040		
3	DG expenses			1750000	50%	875000	50%	875000
4	VSWs	29	17151	5968548	12	2469744	17	3498804
5	Mali	13	17878	2788968	3	643608	10	2145360
4	Guards	36	23600	10195200	24	6796800	12	3398400
5	Firefighting			600000	0.6	360000	0.4	240000
6	Additional Income net of tax			6790000		0		
7	Other Incomes net of tax					0		
Total						15568192		10157564
G. Total						25725756		
	Area (Sqf)			868388			1393878.23	
	Rate per sq					17.927691		7.287268
PART- B								
1	Total AMS	after 5% Discount				48100710		
2	Less recoverable SEPARATELY					25725756		
3	Balance recoverable from 1940 flats					22374954		
4	Area of 1940 flats					2262266.3		
5	Rate per sqf					9.8905042		
6	Therefore							
a	Rate Per sq ft area for AA, A, B, C, DX Blocks					17.177772		
b	Rate Per sq ft area for M & N Block					27.818195	10.6404235	

Onh...
8/6

8/6

8/6/25

8/06/2025

P.O.P. should be document
8/6/25

Page 9 of 10

AMS should be calculated category wise for understanding deployment use of resources
8/6/25

PART- C								
Type	Area of per Flat sqf	AMS Rate per sqf	AMS calculated for 25-26 on user pay basis	AMS Already paid for 25-26 after 5% discount	No of Flats	Total AMS 25-26 Rs	24-25 AMS lls	Total Area
AA	407.37	17.17777	6998	7496	12	83973	6,400	4888.44
A	605.4	17.17777	10399	11144	406	4222166	9,500	245792.4
B	953.52	17.17777	16379	17528	309	5061219	14,900	294637.7
C	1225.67	17.17777	21054	22544	387	8148006	19,200	474334.3
DX	2102.39	17.17777	36114	38665	178	6428359	32,900	374225.4
MS-M	1181.56	27.8182	32869	30571	324	10649513	25,400	382825.4
MS-N	1498.65	27.8182	41690	38760	324	13507475	32,200	485562.6
Total					1940	48100711		2262266
						After 5 % discount		

Onhand 8/6
 July 8/6

8/06/2025

8/6/25

8/6/25

AMS should be calculated category wise for understanding deployment & use of resources
 8/6/2025

KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION

PLOT No. GH-49, SECTOR- 56, GURGAON, HARYANA

Amount in Rupees

		2022-23	2023-24	2024-25
Particulars	Expenses Head	Amount in Rupees	Amount in Rupees	Amount in Rupees
A Electrical System (E)		5,828,728	6,226,265	8,106,375
ES-1	ES Staff	1,027,122	1,330,385	1,689,014
ES-2	LT distribution	71,002	236,695	1,051,811
ES-3	HT System I/c Sub-station	167,280	196,848	348,231
ES-4	Common Light	274,967	416,431	259,874
ES-5	Electricity Bills	4,288,357	4,045,906	4,757,445
B Lifts		1,004,164	43,028	153,820
L-1	Lift AMC	761,847	-	15,340
L-2	Lift Maintenance	242,317	43,028	138,480
C DG Set (DG)		1,592,095	1,399,796	1,578,656
DG-1	DG Staff	907,159	1,101,673	1,276,497
DG-2	DG AMC	41,420	23,600	47,200
DG-3	DG Material	97,366	4,773	79,059
DG-4	Diesel	546,150	269,750	175,900
D Water Supply (WS)		1,489,702	1,770,614	1,737,671
WS-1	WS Staff	521,097	603,713	700,956
WS-2	Water Pump	152,015	266,442	268,878
WS-3	WS Material	239,014	444,680	313,674
WS-4	Water bills	544,446	373,769	355,164
WS-5	Cleanin of tanks	33,130	82,010	98,999
E Sewerage System (SS)		454,026	105,787	646,097
SS-1	Cleaning of strom water drains	359,366	-	492,528
SS-2	Sewerage bills	92,660	104,287	79,849
SS-3	Repair / Maintenance (Cleaning of Main holls/ sewerage)	2,000	1,500	48,975
SS-4	Material	-	-	24,745
F Safai (SF)		6,545,284	8,524,207	10,164,936
SF-1	Staff	5,198,358	7,187,126	8,318,123
SF-2	Disposal of Horticulture/Dry/Malba	1,155,200	1,007,391	1,426,738
SF-3	Fogging Equipment, Material and Manpower	-	62,581	63,288
SF-4	Consumables/Material	191,726	267,109	321,387
SF-5	Harvesting Pits Maintenance	-	-	35,400
SF-6	Equipment Repair/Maintenance	-	-	-
G Horticulture (HC)		2,527,659	2,979,484	3,197,258
HC-1	H Staff	2,410,179	2,842,583	3,041,404
HC-2	Materials (Seeds, Plants, Manure,Etc.	117,480	136,901	152,764
HC-3	Equipment Repair/Maintenance	-	-	3,090
H Fire Fighting & Alarm System (FFA)		-	-	103,223
FF-1	NOC, Maintenance and upkeep	-	-	21,847
FF-2	Material (All Equipment and Installations)	-	-	-
FF-3	Maintenance and Upkeep of fire Cylinders	-	-	81,376
I Security		10,736,776	11,961,907	15,677,951
S-1	Manpower	10,627,552	11,888,138	15,534,971
S-2	Gate Management (Repair and Management)	-	13,577	4,593
S-3	CCTV Management	88,016	53,112	134,133
S-4	General Maintenance and upkeep	21,208	7,080	4,254
J Development works (DW)		2,514,630	2,114,544	1,054,198
Dw-1	Development work	-	-	5,400
Dw-2	Fixed Assets (Replacement/New)	2,514,630	2,114,544	761,988
	AC Dripping Pipe	-	-	286,810
K Establishment (EC)		6,213,722	6,089,955	8,146,684

EC-1 A	Est. Staff KV		3,090,456	3,359,815
EC-1- B	Est. Staff Contractual	4,459,444	1,670,556	1,847,440
EC-2	Conveyance	49,439	50,588	32,064
EC-3	Telephone	26,925	26,415	26,295
EC-4	Postage	3,778	2,294	1,254
EC-5	Printng & Stationary	132,443	92,474	124,569
EC-6	Meeting & refreshment	106,576	134,203	105,544
EC-7	Legal & proffesional charg	736,034	147,440	255,014
EC-8	ACCUNTING CH. & Audit Charge	249,000	398,200	437,730
EC-9	Over time	16,410	31,946	-
EC-10	Taxes			1,314,726
EC-11	Advertisement	23,100	19,827	14,845
EC-12	Web Site & Maintenance Charge	37,164	68,579	82,077
EC-13	Festival Expenses	251,422	271,914	318,794
EC-14	Maintenance and Repair of all Equipment			17,097
EC-15	AGM, EGM Meeting & Elections	84,869	46,011	186,041
	Others Exp	37,118	39,052	23,379
L- Bldg & Roads (B&R)		2,713,544	1,730,010	1,601,283
B-1	REPAIR & MAINT. (BUILDING)	2,713,544	1,719,072	1,288,622
B-2	Road, Park, Open Areas	-	10,938	312,661
	GST Amount Paid	5,293,474		
Total		46,913,804	42,945,597	52,168,152

Annexure 4			
KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION			
Details of Income and Expenditure			
FY:2021-22			
Sr.No	Particulars	Income	Expenditure
1	AMS Received	₹35,991,396.00	₹0.00
	Others Income	₹6,649,358.00	₹0.00
	Corpus Intrest Income 25%	₹1,773,013.50	₹0.00
	Ele Bill Payment	₹0.00	₹4,304,133.00
	All Staff Salary	₹0.00	₹22,416,037.00
	all other heads Exp.	₹0.00	₹7,547,505.00
	Provision For Income Tax 30% on others Income and Corpus int,	₹-2,526,711.45	₹0.00
	Fixed Assets 2021-22 Annexure-A		₹2,717,943.00
	GST Amount Paid		3,497,267.49
	ITC Claim against other Income	₹969,264.00	
	Total=	₹42,856,320.05	₹40,482,885.49
Short and Excess			₹2,373,434.56
FY:2022-23			
Sr.No	Particulars	Income	Expenditure
2	AMS Received	₹39,525,313.00	₹0.00
	Others Income	₹8,759,434.00	₹0.00
	Corpus Interest Income 25%	₹935,341.50	₹0.00
	Ele Bill Payment	₹0.00	₹4,288,357.00
	All Staff Salary	₹0.00	₹25,150,911.00
	all other heads Exp.	₹0.00	₹17,474,536.00

	Provision For Income Tax 30% on others Income and Corpus int,	₹-2,908,432.35	₹0.00
	Fixed Assets 2022-23 Annexure-B		₹2,104,085.26
	Provision For GST Amount Paid		₹5,293,474.00
	ITC Claim against other Income	₹1,218,726.00	
	Total=	₹47,530,381.85	₹46,913,804.00
Short and Excess			₹616,577.85

FY:2023-24

Sr.No	Particulars	Income	Expenditure
3	AMS Received	₹37,834,291.00	₹0.00
	Others Income	₹7,409,872.00	₹0.00
	Corpus Interest Income 25%	₹1,376,458.25	₹0.00
	Ele Bill Payment	₹0.00	₹4,045,906.00
	All Staff Salary	₹0.00	₹29,714,629.74
	all other heads Exp.	₹0.00	₹9,185,061.00
	Provision For Income Tax 30% on others Income and Corpus int,	₹-2,635,899.08	₹0.00
	Fixed Assets 2023-24 Annexure-C		₹2,114,544.00
	ITC Claim against other Income	₹1,111,986.00	
	Total=	₹45,096,708.18	₹42,945,596.74
Short and Excess			₹2,151,111.43

FY:2024-25

Sr.No	Particulars	Income	Expenditure
4	AMS Received	₹39,025,799.00	₹0.00
	Others Income	₹8,330,761.00	₹0.00
	Corpus Interest Income 25%	₹1,473,686.00	₹0.00
	Ele Bill Payment	₹0.00	₹4,757,445.00
	All Staff Salary	₹0.00	₹35,768,220.67

	all other heads Exp.	₹0.00	₹11,642,486.27
	Provision For Income Tax 30% on others Income and Corpus int,	₹-2,864,737.00	
	Fixed Assets 2024-25 Annexure-D		10,15,547.00
	ITC Claim against other Income	₹1,186,536.00	
	Total=	₹47,152,045.00	₹52,168,151.94
Short and Excess			₹-5,016,106.94
***The above figures are based on cash inflow and cash outflow			
***GST collected from Dhobis; Hall Booking; Kabaris; License fees from Shops, Kiosks and other Service Providers; Canopy & Notice charges; Car Lock Charges; Car Sticker Charges; Tender fees; Penalties imposed, Other Miscellaneous Charges come. But, this amount has not been reflected under "Other income" as it constitutes a liability towards Government.			
***Development work/ fixed assets will from part of balance sheet and not income and expenditure in the audited Financials. This expense has been reflected here because we have spent During the years on Fixed Assets from the AMS Funds. We may have a separate Head of Account of 'Fixed Assets' as we are regularly spending on maintenance/replacement/addition of Fixed Assets			

Annexure-A

Fixed Assets 2021-22	
Particulars	1-Apr-21 to 31-Mar-22
AIR CONDITIONERS	29,787
Batteries	18,996
Bio Metric Machine	1,106
BOOM BARRIAR	325,600
CCTV	47,319
COMBI BRUSH CUTTER	2,028
COMPOSTMACHINE SET	935,000
COOLER	21,824
Dustbin 60 Ltr.Unilite	58,833
FIRE FIGHTING EQUIPMENT	14,337
FIRE FIGHTING - MATERIALS (ALL EQUIPMENT AND INSTALLATIONS)	8,887
FOGGER MACHINE	6,974
GAZEBO & PARK EQUIPMENT	78,533
Grass Cutting Machine	15,045
HEAT RADIATOR	1,500
Hilty Machine Ph-65	8,925
HP PRINTER INK TANK WL 419AIO	9,508
LADDER TOWER ALUMINUM	12,025
LG REFRIGERATOR	1,123
LG WAC (22-06-2020)	18,594
PAYTM SOUND BOX	1,699
REFERIGERATOR	178
Solar Plants	758,275
SOUND SYSTEMS	371
SPLIT AC DAIKIN	31,656
STABILIZER (1.5 Tan)	514
Steel	26,214
SUNFLAME HEATER OIL FILLED RADIATOR SF-955EF	3,836
SWIPE MACHINE (26-3-21)	1,719
TABLE TENIS TABLE	2,990
TEA & COFFEE MACHINE	681
TUBEWELL (BOREWELL)	13,230
Wall Fan	140
WATER COOLER (BLUE STAR)	19,449
WATER PURIFIER (R O)	3,302
Welding Machine	5,100
Xiaomi Mi 9 Phone	7,225
COMPUTER	51,010
TALLY ERP-9 Software Gold -757035162	5,313
FURNITURE & FIXTURE	21,136
OFFICE EQUIPMENT	3,370
Grand Total	2,573,351
Depreciation	144,592

₹2,717,943.00

Annexure-B

Fixed Assets 2022-23	
Particulars	1-Apr-22 to 31-Mar-23
AIR CONDITIONERS	77,016
Batteries	1,829
Bio Metric Machine	940
BOOM BARRIAR	114,105
CCTV	680,977
COMBI BRUSH CUTTER	1,724
COMPOSTMACHINE SET	140,250
COOLER	6,266
CROMPTON CELLING FAN	40,737
Dustbin 60 Ltr. Unilite	8,825
FIRE FIGHTING - MATERIALS (ALL EQUIPMENT AND INSTALLATIONS)	19,740
FOGGER MACHINE	1,843
GAZEBO & PARK EQUIPMENT	11,780
Grass Cutting Machine	2,257
HEAT RADIATOR	4,536
Hilty Machine Ph-65	1,339
HP LAPTOP	36,949
HP PRINTER INK TANK WL 419AIO	1,426
INVERTER ASSY	19,092
LADDER TOWER ALUMINUM	1,804
LEDTV	45,820
PAYTM SOUND BOX	255
Projector A/c	27,288
REFERIGERATOR	2,894
REHARI 3 TYRES	10,175
Solar Plants	740,577
SOUND SYSTEMS	316
Steel	3,932
SWIPE MACHINE (26-3-21)	1,461
TABLE TENIS TABLE	2,541
TEA & COFFEE MACHINE	578
TUBEWELL (BOREWELL)	11,246
Wall Fan	179
WATER PURIFIER (R O)	1,697
Welding Machine	833
Xiaomi Mi 9 Phone	1,084
COMPUTER	23,832
METAL TROLLEY	3,199
TALLY ERP-9 Software Gold -757035162	3,214
FURNITURE & FIXTURE	46,500
OFFICE EQUIPMENT	3,033
Grand Total	2,104,085
Depreciation	406,545

2,510,630

Annexure-C

Fixed Assets 2023-24	
Particulars	Amount
FURNITURE & FIXTURES	48,745.00
AIR CONDITIONERS	50,800.00
CCTV	124,234.00
FIRE FIGHTING EQUIPMENT	537,544.00
GSW 600 ANGLE GRINDER BOSCH	3,068.00
SOUND SYSTEM	84,451.00
Hiter	8,496.00
PRINTER HP	46,800.00
CROMPTON CEILING FAN	12,584.00
Crompton CHAMP PLUS (Water Pump)	4,500.00
Sintex Water Tank	1,002,753.00
STEEL	5,806.00
TRIPAL TWISTER (GYM)	14,160.00
COMPUTER	57,990.00
TOTAL	2,001,931.00
Depreciation	112,613.00
	₹2,114,544.00

Annexure-D

Fixed Assets 2024-25	
Particulars	Amount
Batteries	39,900.00
CCTV	7,080.00
CROMPTON CELLING FAN	22,552.00
FIRE FIGHTING - MATERIALS (ALL EQUIPMENT AND INSTALLATIONS)	14,838.00
NOKIA PHONE	2,404.00
Sintex Water Tank	3,11,367.00
Wall Fan	9,451.00
A/C WATER DRIPPING OUTSIDE PIPE	2,86,823.00
COMPUTER	2,714.00
UPS	5,428.00
FOOT PRESUER PUMP	5,074.00
HAND SCRUBBER AND HAND BRUSH	11,210.00
NEW WATER PUMP SET	73,968.00
PARK JHULA	2,33,250.00
RCC GARDEN BENCH	17,936.00
TOTAL	10,15,547.00

KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION
PLOT No. GH-49, SECTOR- 56, GURGAON, HARYANA

INCOME AND EXPENDITURE STATEMENT FOR THE FY 2023-24 FOR THE PURPOSE OF AUDIT

A. INCOME

Sl. No.	Source of income	Amount in Rupees (2022-23)	Amount in Rupees (2023-24)	Remarks
1.	AMC COLLECTED	3,95,25,313.00	4,18,41,870.00	Net amount collected after deducting discount allowed @ 5%. (Figure for FY 2023-24 include sum collected in the name of Development Fund as part of AMS.)
2.	OTHER INCOME (Dhobis; Hall Booking; Kabaris; License fees from Shops, Kiosks and other Service Providers, Canopy & Notice charges; Car lock charges; Car Sticker Charges; Tender fees; Penalties imposed, Other miscellaneous charges) (Excluding GST)	58,66,449.00	53,57,543.00	<ul style="list-style-type: none"> • Liable to be taxed as income.
3.	INTEREST INCOME (Interest earned from all operating accounts of the Society except the Corpus Fund Account. ; Interest on late payment of AMS; Interest charged/ earned in any other form.)	14,98,289.00	16,78,040.00	<ul style="list-style-type: none"> • Liable to be taxed as income.
4.	CORPUS FUND INTEREST INCOME (Interest Diverted from The Corpus Account to AMS Account @ 25% In terms of The Bye-laws after fulfilling IT liability on Corpus Fund Interest)	6,17,325.00	8,85,421.00	Total Interest earned on Corpus Fund FY 2023-24 is Rs.53,66,190/- . Rs. 18,24,505/- is the IT on the said interest amount @ 34%. Net interest income after tax is Rs. 35,41,685/- . 25% of this amount is Rs. 8,85,421/- and this has been credited to the AMS Account. Balance interest income i.e. Rs. 26,56,264/- has been retained in the Corpus Fund. Corpus Fund as on 31.3.2024 stands at Rs. 6,58,28,282
	Total income	4,75,07,376.00	4,97,62,874.00	

KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION
PLOT No. GH-49, SECTOR- 56, GURGAON, HARYANA

B. EXPENDITURE

Sl. No.	Head of Account	Amount in Rupees 2022-23	Amount in Rupees 2023-24	Remarks
1.	A. ELECTRICAL SYSTEM (ES) ES-1 Manpower ES-2 LT Distribution (Maintenance) ES-3 HT System (Maintenance) ES-4 Common Light (Maintenance) ES-5 Electricity Bills	58,28,728.00	66,13,248.00	
2.	B. LIFTS (L) L-1 Maintenance including (AMC) L-2 Licensing, Insurance & Misc. Expenses L-3 Lift Material	10,04,163.00	43,028.00	
3	C. DG SET (DG) DG-1 Manpower DG-2 Maintenance and upkeep of DG Sets DG-3 Diesel (Including for fogging) DG-4 Material	15,92,095.00	14,04,569.00	
4.	D. Water Supply (WS) WS-1 Manpower WS-2 Maintenance and upkeep of Water Pumps WS-4 Water bills WS-5 Cleaning of O/H Water tanks WS-6 Plumbing material	14,89,703.00	17,59,829.00	
5.	E. Sewerage System (SS) SS-1 Manpower SS-2 Sewerage bills SS-3 Repair / Maintenance SS-4 Material	4,54,026.00	95,719.00	Manpower component covered under Water Supply (WS)
6.	F. Safai (SF) SF-1 Manpower SF-2 Disposal of Horticulture/Dry/ Malba /Waste SF-3 Fogging Equipment, Material and manpower. SF-4 Consumables/Material SF -5 Harvesting Pits Maintenance. SF- 6 Equipment Repair/Maintenance	65,45,284.00	86,19,782.00	
7.	H. Horticulture (HC) HC-1 Manpower HC-2 Material (Plants, Seeds, Manure, etc.) HC-3 Equipment (Repair and Maintenance)	25,27,659.00	29,79,484.00	
8.	G. Fire Fighting & Alarm System (FFAS) FF-1 Maintenance and upkeep of Fire Fighting & Alarm System	-	42617.00	

KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION
PLOT No. GH-49, SECTOR- 56, GURGAON, HARYANA

	FF-2 Materials (All equipment and installations) FF-3 Maintenance and upkeep of Fire Extinguishing Cylinders			
9.	H. Security (S) S-1 Manpower S-2 Gate Management (Repair and Management) S-3 CCTV Management (Repair and Management) S-4 General Maintenance and Upkeep	1,07,36,776.00	1,04,35,283.00	
10.	I. Development Work (DW) DW-1 Development work (Approved) DW-2 Fixed Assets (Replacement/New)	25,14,630.00	19,59,314.00	<ul style="list-style-type: none"> No approved Dvp. Work, hence nil spending in 2023-24. Replacement/ Purchase of Fixed Assets in FY 2023-24. (Details at Annexure-A)
11.	J. Establishment (EC) EC-1A Establishment Staff EC-1B Establishment Staff (Contractual) EC-2 Conveyance Charges EC-3 Telephone Bills EC-4 Postal EC-5 Printing & Stationery EC-6 Meetings and Refreshments EC-7 Legal & Professional Charges EC-8 Accounting Charges. & Audit Charges EC-9 Overtime/Transport Charges EC-10 Taxes (On other income + interest income other than on Corpus Fund) EC-11 Advertisement EC-12 Website & Maintenance Charges EC-13 Festival Expense EC-13 Maintenance and Repair of Fixed Assets EC-14 AGM, EGM Meetings and Elections.	89,98,224.00	79,98,892.00	<p>Includes > IT of Rs. 28,21,665 paid for FY 2022-23 24 on (i) other income and (ii) interest income (excluding interest on Corpus Fund).</p> <p>> IT of Rs. 23,92,109 paid for FY 2023-24 on (i) other income and (ii) interest income (excluding interest on Corpus Fund).</p>
12	K. Building and Road Repair(B&R) BR-1 Buildings (Maintenance and repair) BR-2 Roads, Parks and Open Areas (Maintenance and Repair)	27,13,544.00	16,98,810.00	
Total Expenditure		4,44,04,832.00	4,36,50,575.00	

KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION
PLOT No. GH-49, SECTOR- 56, GURGAON, HARYANA

SUMMARY 2022-23

Income in FY 2022-23	:	Rs. 4,75,07,376/-
Expenditure in FY 2022-23	:	Rs. 4,44,04,832 /-
Surplus Funds generated	:	Rs. 31,02,544/-
Corpus Fund as on 31.3.2022	:	Rs. 7,90,09,666/-
Corpus Fund as on 31.3.2023	:	Rs. 6,35,66,007/-

SUMMARY 2023-24

Income in FY 2023-24	:	Rs. 4,97,62,874/-
Expenditure in FY 2023-24	:	Rs. 4,36,50,575/-
Surplus Funds generated	:	Rs. 61,12,299/-
Corpus Fund as on 31.3.2023	:	Rs. 6,35,66,007/-
Corpus Fund as on 31.3.2024	:	Rs. 6,58,28,282/-

- ***GST collected from Dhobis; Hall Booking; Kabaris; License fees from Shops, Kiosks and other Service Providers; Canopy & Notice charges; Car Lock Charges; Car Sticker Charges; Tender fees; Penalties imposed, Other Miscellaneous Charges come to approximately Rs. 13,07,006/- in FY 2022-23 & Rs.12,25,651/- in FY 2023-24. But this amount has not been reflected under "Other income" as it constitutes a liability towards Government.***
- *The above figures are based on cash inflow and cash outflow and there might be some small changes in the above figures later on as the above figures are subject to audit.*
- *Development work/ fixed assets will from part of balance sheet and not income and expenditure in the audited Financials. This expense has been reflected here because we have spent Rs 25,14,630 in FY 2022-23 & Rs. 19,59,313.00 in FY 2023 -24 on Fixed Assets from the AMS Funds. We may have a separate Head of Account of 'Fixed Assets' as we are regularly spending on maintenance/replacement/addition of Fixed Assets. This has been created as a Sub Head under the Main Head – 'Development Fund'*

KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION
PLOT No. GH-49, SECTOR- 56, GURGAON, HARYANA

- *FY 2023-24. Interest income (interest on Corpus fund FDR & other Interest Income) may get changes slightly as Form 16A has yet to be received from the Bank for the FY 2023-24.*

Annexure-A

Fixed Assets 2023-24	
Particulars	Amount
AIR CONDITIONERS	₹ 50,800.00
CCTV	₹ 124,234.00
CROMPTON CELLING FAN	₹ 12,584.00
FIRE FIGHTING EQUIPMENT	₹ 494,927.00
HITER	₹ 8,496.00
Sintex Water Tank	₹ 1,002,753.00
SOUND SYSTEM	₹ 79,651.00
SOUND SYSTEMS	₹ 4,800.00
Steel	₹ 5,806.00
COMPUTER	₹ 57,990.00
FURNITURE & FIXTURE	₹ 48,745.00
Crompton CHAMP PLUS (Water Pump)	₹ 4,500.00
GSW 600 ANGLE GRINDER BOSCH	₹ 3,068.00
HP LASER JET 2606 DW PRINTER	₹ 46,800.00
TRIPAL TWISTER (GYM)	₹ 14,160.00
Grand Total	₹ 1,959,314.00

What about input GST adjusted against output GST Rs. 13,07,006/- in FY 2022-23 & Rs.12,25,651/- in FY 2023-24. Should this not be shown in books as income ??????

Annexure 1

Report on Additional Financial Burden Due to Biased / Translucent Security Tender Process

(Analysis of the Financial and Procedural Implications of Opening Only One Financial Bid Despite Multiple Technically Qualified Bidders)

1. Introduction

This report examines the financial consequences resulting from procedural irregularities in the recent security services tender initiated by KVAOWA. The selective opening of only one financial bid, despite multiple technically qualified bidders, suggests a lack of transparency and possible bias in the tender process, leading to a substantial and avoidable financial burden on the organization.

2. Overview of Tender Process

A total of six bids were received in response to the security services tender. Upon technical evaluation, three bidders met the qualifying criteria. However, only the financial bid of **BCL Secure Services** was opened, and the bids of the other two technically qualified agencies—**Tusker** and **Armor Security**—were not considered.

This selective opening contradicts the standard principles of competitive bidding and raises serious questions about fairness, transparency, and procedural integrity.

Summary of Technically Qualified Bidders:

Bidder Name	Technical Score	Ranking	Remarks
Prabhat	35	–	Disqualified
Tusker	53	1	Technically Qualified – Financial Bid Not Opened
Omax	30	–	Disqualified
BCL Secure Services	45	2	Technically Qualified – Financial Bid Opened
Armor Security	45	3	Technically Qualified – Financial Bid Not Opened
MM Manpower & Security Services	40	–	Disqualified

References:

- Email dated July 6, 2024, from Shri Sudeep Chakravorty and Shri Vikram Jain (with attachments).
- Minutes of the 22nd Executive Committee Meeting held on 18th August, 2024.

(Ranjvir Singh Gahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

The selective opening of bids has raised significant concerns regarding procedural fairness and transparency. Several key questions arise:

- What was the rationale behind opening only one financial bid?
- Were the other technically qualified bidders disqualified at a later stage? If yes, on what grounds?
- Was the process aligned with the established tendering procedures?
- *Should the individuals found responsible for this deviation continue to hold positions on the Executive Council or as Office Bearers, or should they be permanently debarred to prevent recurrence of such serious financial irregularities?*

3. Financial Impact Analysis

A comparative analysis between the current vendor (BCL Secure Services) and a previously engaged vendor (**Prabhat Bhat Security Agency**) indicates a significant increase in cost attributable to the new contract. The unilateral opening of a single financial bid eliminated the possibility of securing more competitive rates.

Monthly and Annual Cost Comparison

	No.	BCL Secure Premises Pvt Ltd	Prabhat Bhat Security Agency	Additional cost per person per month	Total additional cost per month	Additional Financial burden per year
Type of worker						
Security Guard/Lady Guard	50	23025	19254	3771	188550	2262600
Supervisor	3	29374	25245	4129	12387	148644
STO	1	31290	28446	2844	2844	34128
Additional Cost of BCL for equipment						
Rental for walkie talkie	26	550	0	550	14300	171600
Shift Cell Mobile	1	500				500
Cycle	3	500	0		1500	18000
			Additional cost per year			2635472
				GST 18%		474385
		Total additional annual financial liability				<u>31,09,857/-</u>

4. Summary of Shortcomings

(Ranvir Singh Gahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

[Signature]
5/6/25

[Signature]
7/6/25

[Signature]
8/6/25

[Signature]
8/6/25

[Signature]
8/6/25

- **Lack of Competitive Financial Evaluation:** Financial bids of only one of the three technically qualified bidders were considered.
- **Transparency Concerns:** No formal justification was provided for excluding other technically qualified bidders.
- **Procedural Irregularity:** The process appears to deviate from standard procurement practices and tendering protocols.
- **Financial Implications:** The lack of competition may have led to an estimated avoidable cost burden of over INR 31 lakhs annually.
- **Governance Failure:** The Governing Body/Executive Council, entrusted with collective responsibility for tenders involving financial liabilities exceeding INR 25 lakhs annually (as per the bye-laws), failed in its oversight role. Despite EC members highlighting irregularities in tender processing, the Council proceeded to approve contract awards without addressing the concerns. This raises serious questions about the fairness and transparency of the tender process.

5. Conclusions

The process followed in the current tender appears to reflect a clear case of reverse engineering—where the final agency may have been predetermined, and procedural steps were aligned to that outcome. This undermines transparency and fairness and has potentially resulted in significant financial loss to the organization.

6. Recommendations

1. Immediate Review of Contract Award:

Investigate the process for deviations and explore the feasibility of re-tendering in compliance with codal formalities.

2. Mandatory Opening of All Eligible Financial Bids:

Ensure that financial bids of all technically qualified bidders are opened in future tenders.

3. Strengthen Internal Controls:

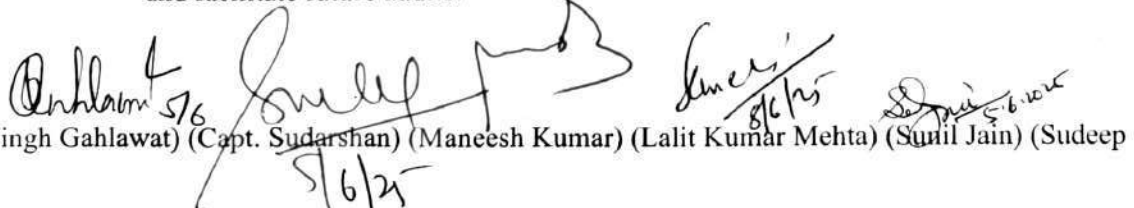
Establish robust checks to prevent procedural deviations and enforce procurement best practices.

4. Fix Accountability:

Identify individuals responsible for this biased execution and consider exemplary disciplinary measures, including permanent debarment from holding office in the Governing Body/Executive Council.

5. Documentation and Audit Trail:

Maintain detailed records of every stage of the tender process to ensure transparency and facilitate future audits.


 (Ranvir Singh Gahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

No. KVAOWA/GGN/2024/20/4666

Dated: 24th June, 2024

To,

M/s 3414/Prabhat Bhatt Security Agency,
C-52, 3rd Floor, Shashi Garden,
Mayur Vihar, Phase-I
Delhi-110091
Email: pb3414@gmail.com

Sub: - Extension of Security Services Contract up to 31st August 2024

Ref: No. KVAOWA/GGN/2024/20/4551 dated 26.03.204

Sir,

The Executive Committee of KVAOWA in its meeting held on 23.06.2024 has decided to extend the Security Services Contract for a further period of 2 months i.e. from 01.07.2024 to 31.08.2024 on the same terms and conditions.

2. You are requested to convey your consent by return mail.

P Padmavati
(P Padmavati)
Secretary, KVAOWA

"Service with a Smile"



KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA)
KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) – 122011
(Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013)

No. KVAOWA/GGN/2024/20/4737

Dated: 25th August, 2024

To,

M/s 3414/Prabhat Bhatt Security Agency,
C-52, Third Floor, Shashi Gardan,
Mayur Vihar, Phase-1,
Delhi-110091

Email: pb3414@gmail.com


Subject: Termination of Security Services – Effective from 31.08.2024

Dear Sir

This email serves as a formal notice to terminate the Security services contract with you as per the decision of the KVAOWA. Your contract will expire on 31.08.2024.

Please take the necessary steps to facilitate a smooth transition. And confirm receipt of this notice at your earliest convenience. If there are any final procedures, outstanding tasks, or documentation required from KVAOWA side, kindly inform us.

We appreciate the services you have provided throughout our partnership.
Thank you for your cooperation.


(P Padmavati)
Secretary, KVAOWA

"Service with a Smile"

Re: Termination of Security Services – Effective from 31.08.2024

From: BRIG PRABHAT BHATT (pb3414@gmail.com)

To: kv006_gurgaon@yahoo.co.in

Cc: pbhatt3414@gmail.com

Date: Friday 30 August, 2024 at 08:10 pm IST

Dear Madam,

We acknowledge receipt of your letter of termination of our security contract. Handing over of site will be done as per your plan which we request you to share with the site SO & our Sr Operations Manager Mr Amit. We thank you all for your cooperation during this period of time in facilitating us in giving the esteemed residents of Kendriya Vihar our services. Once again our thanks and gratitude.

Warm regards

TEAM PBSA

On Sun, 25 Aug 2024 at 18:02, kendriya vihar <kv006_gurgaon@yahoo.co.in> wrote:

Dear Sir/Madam,

Please find attached file

Regards

KVAOWA

CONTRACT FOR SECURITY

Between

Kendriya Vihar Apartment Owners Welfare Association (KVAOWA)

And

M/s 3414 Prabhat Bhatt Security Agency

This agreement is made in Gurgaon on ^{DECEMBER} 14/12/2021 and will be effective from 01st December, 2021 to 30th November, 2022 for One Year

Between

President, Kendriya Vihar Apartment Owners Welfare Association, (KVAOWA), Sector-56, Gurgaon (Hereinafter referred to as the "First Party", which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, legal representatives and assignees) of the second part.

AND

M/s 3414/Prabhat Bhatt Security Agency, C-52, 3rd Floor, Shashi Garden, Mayur Vihar, Phase-I, Delhi-110091 (Hereinafter referred to as the "Second Party", which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, legal representative and assignees) of the one part.

Whereas the Second Party is engaged primarily in the business of providing security and the First party with a view to safeguard its properties is in requirement of services provided by the Second Party.

And whereas the Second Party and the First Party agree that the following Parts I to X inclusive, and Annexure I to V thereto from part of this Agreement and are bound by them.

And whereas the Second Party without any force, coercion or any undue influence have agreed to provide security services to the First Party on the terms and conditions as stated hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-

PART-1 A. OBLIGATIONS OF THE FIRST PARTY

- a. To pay for the services stipulated in Agreement at the agreed rates as per Annexure II subject to submission of proof of remittance of EPF, ESI and GST and/or any other remittance of similar nature.


President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011




3414/Prabhat Bhatt Security Agency

Proprietor 7

b. Without prejudice to any other mode of recovery or cause or action, First Party is at liberty to make deduction from the monthly payment on account of penalty towards violation or non-observance of any of the provisions of the contract or compensation towards damages caused to the First party or any owner or resident or visitor to Kendriya Vihar, on account of the omissions or commissions of the Second Party or any of its employees whether deployed in Kendriya Vihar or otherwise.

c. To pay separately for any additional services availed by the First Party over and above the ones contained in this Agreement.

d. To inform the Second Party, as soon as possible, of any charges that could affect the Security of the premises being guarded or that necessitates a change in the assignment instructions. However, the number of guards can be increased or decreased at 48 hours notice, emergencies exempted.

e. The First Party shall provide a telephone with internet facility at Gate No.1 (Main Gate).

f. First Party shall have absolutely no liability/responsibility whatsoever concerning the Second Party's employees for any reason.

B. OBLIGATIONS OF THE SECOND PARTY

a. The Second party will render the security services to the First party, as per the given mandate (**Annexure I enclosed refers**) to the full satisfaction of the First Party in accordance with such directions, which the First Party from time to time issue and which have been mutually agreed upon between the two parties.

b. The Second Party will supply uniformed, experienced and trained personnel duly approved by the First Party based on procedure as deemed appropriate, together with the equipment as per the details given in **Annexure II**. Any changes in manpower or equipment will be done by exchange of letters with mutual consent of parties hereto.

c. The First Party shall have the right, within reason, to remove any person considered to be undesirable or otherwise and similarly, the Second Party reserves the right to change any person with prior intimation to the First Party, emergencies exempted.

d. The deployment of the Security personnel shall be as per **Annexure III** which may vary from time to time as mutually agreed to.

e. It will be ensured that no security staff performs duty for more than 12 hours. Further, none of the staff shall be employed for duty anywhere after or before the duty hours.


President
Kendriya Vihar Apartment Owners
Association (KVAOWA) Sector-56
Faridkot (Haryana)-122011



3414/Prabhat Bhatt Security Agency

Proprietor

f. The Security personnel supplied will be the employees of the First Party. It shall be the responsibility and liability of the Second Party in relation to the working conditions, payment of salaries/ wages/PF/ESIC to the security personnel in conformity with statutory provisions. In the event of any Security personnel or any other Person(s) on their behalf or any Government's statutory or any other agency raising any demand or claim or brings any action against the First Party on the ground that the said security personnel, is/are working for them or at the premises of the First Party, and Second Party shall settle the matter immediately and to the complete satisfaction of the First Party.

g. The Second Party shall pay wages to manpower employed by him directly, which shall not be less than the minimum wages, and DA, as notified by Govt. of Haryana from time to time. The payment of wages will be made through the Bank Accounts of the personnel with random check through their Pass Books.

h. The Second Party shall, wherever applicable, comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employees Provident Fund & Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulations and Abolition Act) 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

i. The Second Party shall take out comprehensive policy for covering all his workmen who are not covered under ESIC scheme and submit the same to the First Party. The policy shall be in the joint names of First Party and Second Party with KVAOWA name as the 1st Party in the policy.

j. The Second party shall indemnify the First Party against any claim or cause of action whatsoever arising as a consequence of the contract between the two parties.

k. All necessary reports and other information will be supplied on a mutual agreed basis and regular meetings will be held with the First Party.

l. The security staff deployed by, the Second Party shall not accept any gratification or reward in any shape or cash from the visitors to Kendriya Vihar or the residents in the First Party's premises.

m. Under the terms of the employment agreement with the First Party, the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly except for and on behalf of the Second Party.

n. The Second Party shall not be responsible for such losses as cash, cell phones, stationery, cameras and other items which can be carried on body or in a


President
Kendriya Vihar Apartment Owners
Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011



3414/Prabhat Bhatt Security Agency

Proprietor

briefcase except where such losses were committed in the view of the security personnel.

- o. The terms of reference and instructions in details to be followed by the Security personnel of the Second Party during performance of its duties are enclosed as **Annexure IV** to this Agreement.
- p. The Second Party shall be fully responsible and liable for payment and settlement for all the matters arising out of labour employment and benefits, labour court of law. The Second Party shall represent itself as well as the First Party in labour court or court of law, and shall take care of all responsibilities and liabilities, cost on this behalf. First Party shall not be responsible or pay other than rates agreed to in the proposed contract.
- q. The Second Party shall obtain, at its own cost, all permissions and license etc., under various laws/regulations/rules which are prevailing, or which may be enforced during the currency of this Agreement in connection with carrying out obligations under this Contract.

PART -II CONFIDENTIALITY

The Second Party will endeavor that its staff shall not at any time, without the consent of the First Party in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by the First Party and shall not disclose to any person information relating to the affairs of the First party. The clause does not apply to information, which is or has become public knowledge.

PART -III CONTRACT PRICES

- a. In the event of any revision in the statutory wages by the Government/Court award, Basic rate, EPF, ESI, Reliving charge and Labour Welfare Fund components of the agreed rates alone will be revised by the Second Party. Other components of the rate shall remain firm during the entire contract period and shall have to be borne by the Second Party. First Party shall not, in such event, pay any enhancements/s on these remaining components to the Second Party during the tenure of the contract.
- b. If the period of contact is extended, the rates shall be the same as at the time of conclusion of 12 months.

PART -IV SECURITY DEPOSIT

- a. Second Party shall pay to the First Party, security deposit equivalent to one month charges Rs. Ten Lakhs at which the contact has been finalized.



3414/Prabhat Bharti Security Agency
Proprietor

- b. 50% of the security deposit will be refunded on successful completion of the Contract. Balance 50% of the security deposit will be refunded within 3 months, after settlement of the final bill.
- c. Without prejudice to any other mode of recovery or cause of action, all compensations or other sums of money payable may be deducted from or paid by the setting off/adjusting sufficient part of his security deposit or from any sums which may be due or may become due to the Second Party from the First Party on any account whatsoever and in the event of the security deposit being reduced by reason of such deductions or setting off/adjustment as aforesaid, Second Party shall within fourteen days of receipt of notice of demand from First Party make good the deficit.
- d. No interest shall be payable to the Second Party against the security deposit furnished/recovered from the Second Party by The First Party.

PART -V PAYMENT PROCEDURE

- a. Second Party shall raise an invoice for the security services before the 3rd of each month and the First Party shall pay the same within 10 days of receiving the bill. Actual payment shall be further regulated by bio-metric based attendance and submission of proof of remittance of EPF, ESI, GST and other similar remittances as well as recoveries on account of omissions/commissions in the performance of duties.
- b. First Party reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstract etc. First Party further reserves the right to enforce recovery of any over-payment, whenever detected either by deduction/adjustment from subsequent bills or from the Security Deposit or any other method. If under-payment is discovered, the amount shall be duly paid to the Second Party.
- c. If any damage/theft is caused to the assets/property/office equipment of the First Party by the Second Party whether deployed in Kendriya Vihar or otherwise, or by their negligence, then the Second Party shall bear the cost of repair or replacement. The decision of President, KVAOWA in this regard shall be final and binding on the Second Party.
- d. If any damage /theft of property/asset of any resident is caused by the staff of contractor or by their negligence, the Second Party shall bear cost of repair and cost of stolen items as mutually agreed between the Second Party and the victim of damage /theft. The decision of President, KVAOWA in this regard shall be final and binding on the Second Party.
- e. Second Party shall, as required by the First Party, furnish book of accounts, wage book muster roll, PF returns, Liasedse with job on time sheets and other relevant


President
Kendriya Vihar Apartment Owners
Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011



3414/Prabhat Bhatt Security Agency


Proprietor

documents as may be necessary to enable the First Party to assess the reasonable amount payable under this contract.

PART-VI TENURE OF CONTRACT

- a. This Agreement is valid for a period of One year from the start date and will automatically stand terminated on the last day of the contract, unless the First Party through a written communication renews the same.
- b. Either party may terminate this agreement in whole or in part by giving one month's notice in writing or money in lieu thereof. During the course of Agreement in the event of serious breach of this Agreement and/or repeated neglect of duty by the Second Party or its personnel, which the Second Party fails to remedy within a week of having received written notice of the failure, the First Party can terminate the contract in whole or in part, without any notice.
- c. Second Party shall have no claim to any payment of compensation or otherwise whatsoever, consequent to the foreclosure of the whole or the part of the works.
- d. First Party retains right to extend period of contact at the same terms and conditions for a maximum further period of 12 months.

PART -VII ARBITRATION

- a. The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this contract.
- b. The party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- c. The arbitrator shall be appointed by the President of KVAOWA as mutually agreed to.
- d. The arbitrator(s) may, from time to time, with consent of the parties enlarge the time for making and publishing the award.
- e. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment, otherwise due or payable to the Second Party shall be withheld on account of such proceedings.



3414/Prabhat Singh Security Agency

Proprietor

- f. The arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate & reasoned award in respect of each dispute.
- g. The venue of arbitration shall be within Gurugram, such place, as may be fixed by the arbitrator at his sole discretion.
- h. The award of arbitrator shall be final, conclusive and binding on all parties to this Contract.
- i. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator(s).

PART-VIII FORCE MAJEURE

The obligations of the First party and the Second Party will be suspended when either party is subject to Force Majeure which can be termed as civil disturbance, riots strikes, tempest, acts of God, state of emergency etc.

PART-IX LAWS GOVERNING THE CONTRACT:

The Indian laws in force shall govern this contract and courts of laws in Gurugram shall have jurisdiction on any dispute about any of the terms of Contract and that the parties to this Agreement exclude the jurisdiction of other courts.

PART-X OTHER TERMS & CONDITIONS OF THE CONTRACT

- a. The First Party is in the process of installing CCTV cameras in KV complex. The number of guards can be reduced depending upon the need for their deployment post installation of CCTV Cameras.
- b. Subject to otherwise provided in this contract, all notices to be given on behalf of First Party and all other action to be taken on its behalf may be given by the President/Secretary or the Estate Manager or any officer for the time being entrusted with such functions, duties and powers.
- c. All instructions, notices and communications etc., under the Contract shall be given in writing and if sent by the Registered post to the last place of abode or business of the Second Party, shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.
- d. The Second Party or its representative shall be in attendance at the work place during the working hours and shall superintend the execution of the works with



3414/Prabhat
Prabhat Security Agency
Proprietor

such additional assistance as the First Party may consider necessary. Orders given to the First Party's representative shall be considered to have the same force as if they had been given to the First Party itself.

The First party and the Second Party acknowledge that this Agreement and these conditions contain the whole Agreement amongst the parties and they have not relied upon any oral representation made by either Party or their employees or agents.

Following Annexures enclosed herewith and referred to above form the integral part of the Contract.

- Annexure-I:** Services to be rendered by the Second Party
- Annexure-II:** Details of Manpower and Equipment to be provided by the Second Party
- Annexure-III:** Deployment Schedule of the Security Personnel
- Annexure-IV:** Detailed instructions for the Security Personnel

In Witness whereof the parties hereunto have set and subscribed their hands on the day, month and year herein before mentioned and bind themselves, their heirs successors.

Kendriya Vihar Apartment
Owners Welfares Association (KVAOWA)

1344/ Prabhatt Security Agency

3414/Prabhatt Security Agency

[Signature]
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

[Signature]
Proprietor

Witness:-

[Signature]
(S. C. BAHU)

Secretary
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

Witness:-

[Signature]
Nazmeen - 8700099519
B-1048 Gali-5, Kabil Nagar
Shahdara Delhi-74



ATTESTED

[Signature]
Notary Public, Delhi

14 JUN 2022

ANNEXURE-I

SERVICES TO BE RENDERED BY THE SECURITY AGENCY

1. To provide protection and safety to all the persons and properties (movable and immovable) of KVAOWA including the visitors and to prevent pilferage, theft and sabotage.
2. To deal with any kind of protests, demonstrations and unruly or disorderly situation, by exercising effective crowd control.
3. To exercise effective control on the entry of unscrupulous and undesirable elements through effective screening.
4. To ensure orderly and trouble-free operation of scheduled and authorized functions and activities held in the premises and prevent unauthorized function and any kind of disturbance and disruption of any lawful activity in and around KVAOWA premises.
5. To deal effectively with unforeseen contingencies like fire, flood and bomb threat etc.
6. To keep the campus free from unauthorized residents, visitors, vendors, hawkers and vehicles.
7. To attend to the crimes and offences taking place at the premises and take effective steps to deal with them including preservation of the evidence relating to crime and other- related duties like informing the police, management and other concerned authorities and follow up action with police in consultation with Management.
8. To collect intelligence on likely activities in KVAOWA complex, prepare and submit daily report on the negative incidents occurring and observed in the premises to the KVAOWA Management and to take necessary preventive/ remedial steps to avoid their recurrence.
9. To liaise with local police, fire brigade and relevant government/ public agencies and secure their speedy assistance whenever required.
10. To evolve and implement effective patrolling, inspecting reporting and reacting system in the premises with a view to ensure and enhance security climate in the campus and instill confidence among the owners and residents.
11. To regulate the incoming and outgoing movable property and material with a view to prevent theft, pilferage and unauthorized transportation.
12. To attend periodic performance review meeting as and when organized by the Management.



3414/Prabhat S. S. Security Agency

Proprietor

13. To enforce Management policy regarding renting of apartment, tackling seepage problem, indiscriminate pet's defecation, sticker for vehicles, holding of congregations, coaching classes, etc.
14. To regulate and coordinate the working of various maintenance agencies inside the area in a manner that no unauthorized person is allowed entry and no contractors or their workers are permitted to pilfer property.
15. To arrange training of the security personnel in respect of the tasks being performed by them on a regular basis which would comprise of drills relating to (a) sounding a fire alarm, (b) use of hose pipes, fire extinguishers, smoke/fire detectors & other firefighting equipment, (c) use of First Aid Equipment.
16. Keeping the KVAOWA Complex free of stray dogs/monkeys and other animals.
17. Any other work not specifically mentioned above but necessary for or incidental to the above items of work.

[Handwritten Signature]

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



3414/Prabhat Bhatt Security Agency
[Handwritten Signature]
Proprietor

Details of Manpower and Equipment

Annexure -II

Sr. No.	Category	Duty Hours	Number (on all 30/31 days every month)	Rate	Total
1.	Security Officer (Ex-Serviceman)	12	1	30,000/-	30,000/-
2.	Security Supervisor (Ex-Serviceman)	12	2	20,500/-	41,000/-
3	Lady Guard	12	1	16,800/-	16,800/-
4	Security Guards 8 Ex- Servicemen	12	8	19,500/-	1,56,000/-
5	Security Guards Civilian	12	42	16,800/-	7,05,600/-
5	S.T.O.	12	2	19,500/-	39,000/-
Grand Total=					9,88,400/-
GST = 18% or as applicable					1,77,912/-
Total Amount=					11,66,312/-
7	QRT Van		1	Complementary	
8	Patrolling Bike		1		
	Bi Cycle		2		
10	Radio Sets ✓		20		
11	Torches ✓		5		
12	Traffic Vests with Reflectors ✓		2		
13	Search Light ✓		5		
14	Traffic Signal ✓		2		
15	Baton/Lathi ✓		10		

Note:

- All the personnel must be in the age group of 20 to 50, minimum 5ft 7 inches and minimum Tenth/Twelve Pass.
- All the personnel provided shall be trained and have the prescribed qualification and licence to discharge the duties for which they are employed.
- The contractors shall not employ more than 50% of the employees during the previous term.
- Employees on shift duties shall leave only after the reliever reports.

ANNEXURE -III

Deployment of Security Staff at Day and Night

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

3414/Prabhat Security Agency

Proprietor

LOCATIONS	STRENGTH										REMARKS
	Security Officer		Security Supervisor		Security Guard		Lady Guard		Special Task Force (STO)		
	DAY	Night	DAY	Night	DAY	Night	DAY	Night	DAY	Night	
Gate No. 1	1	Nil	1	1	3	4	1	Nil	1	1	One Guard to control Commercial Vehicles Guard will look B Block also One additional Guard to be deployed when the gate is open for exit of vehicles.
Gate No.2					1						
Gate No.3					3						
B Block											
In front of Sahyog Building (Market Area)					2	2					1 Guard to control Traffic Outside Safai
C Block (1 to 387) SW Corner					1	Nil	1				
DX Block (1 to 178) NW Corner					2	1+2					2 QRT in night for C Block
A and AA Block (1 to 406)(1 to 12),NE Corner					1	1					
MS 1 to MS 12					1	1					
General Duty					12	12					1 Guard in each MS block
						1					
TOTAL	1		1	1	26	24	1		1	1	56

NOTE:-

- Any requirement of additional Guards shall be provided within 48 hours of receiving instruction from the President or Secretary or any other authorized office bearer of KVAOWA at the prevailing rates.
- Supervisor/STF shall take round of the Society every two hours and inspect the guards.
- Detailed duty of each personnel will be prepared by the Security Agency in consultation with KVAOWA Management for compliance.

Annexure IV

Detailed instructions for the Security Personnel



[Signature]
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

3414/Prabhat Bhatt Security Agency

[Signature]
Proprietor

Annexure

S. No.	Description	Security officer Ex. Service Man	STO	Security Supervisor Civilian	Security Guard Civilian	Security Lady Guard
1	Basic Wages	25000	13500	13500	11000	11000
2	Other Allowance		3000	1500		
	Sub Total (A)	25000	16500	15000	11000	11000
3	Extra 4 Hrs	7500	8250	6750	5500	5500
	Sub Total (B)	32500	24750	21750	16500	16500
4	EPF Employer Share @13%	0	1755	1755	1430	1430
5	ESIC Employer Share @3.25%	0	536	488	358	358
6	L.W.F.	50	50	50	50	50
	Sub Total (C)	32550	27091	24043	18338	18338
7	Agency Service Charges @5%	1628	1355	1202	917	917
	Rate for 12 Hrs & 30 days	34178	28446	25245	19254	19254

S. No.	Designation	Qty.	Rate per personnel	Total Amount
1	Security officer Ex. Service Man	1	34178	34178
2	STO	2	28446	56892
3	Security Supervisor Civilian	2	25245	50490
4	Security Guard Civilian	50	19254	962700
	Security Lady Guard	1	19254	19254
Total				11,23,514/-

Note: - GST charges extra on total billing as applicable

P. Jadhav

"Service with a Smile"

Tel. 0124-2392393; 2572817, Mob: - 8800853661 Email: kv006_gurgaon@yahoo.co.in;
Email: info@kvgurgaon.com, Web-site: kvgurgaon.com

No. KVAOWA/GGN/2023/20/ 4242

Dated: 20th July, 2023

To
M/s 3414/Prabhat Baht Security Agency,
C-52, 3rd Floor, Shashi Garden,
Mayur Vihar, Phase-I,
Dehli-110091
Email: - pb3414@gmail.com

Sub: - Extension of Security Contract up to 31.03.2024.

Ref: - No. KVAOWA/GGN/2021/20/2512 dated 07th September, 2021.

Sir,

The Executive Committee of KVAOWA in its meeting held on 16th July, 2023 has decided to extend the Security Contract given to you for a further period of 8 months i.e. from 01.08.2023 to 31.03.2024 on the revised rates as given in Annexure. The revised rates would be effective from 01 August 2023. The terms and conditions mentioned in the agreement dated 14.06.2022 would remain same.

2 You are requested to convey your consent by return mail.

Yours faithfully,

P Padmavati

(P Padmavati)
Secretary, KVAOWA

Encls: - As above

"Service with a Smile"

Tel. 0124-2392393; 2572817, Mob: - 8800853661 Email: kv006_gurgaon@yahoo.co.in;
Email: info@kvgurgaon.com, Web-site: kvgurgaon.com



No. KVAOWA/GGN/2024/20/4737

Dated: 25th August, 2024

To,

M/s 3414/Prabhat Bhatt Security Agency,
C-52, Third Floor, Shashi Gardan,
Mayur Vihar, Phase-1,
Delhi-110091

Email: pb3414@gmail.com


Subject: Termination of Security Services – Effective from 31.08.2024

Dear Sir

This email serves as a formal notice to terminate the Security services contract with you as per the decision of the KVAOWA. Your contract will expire on 31.08.2024.

Please take the necessary steps to facilitate a smooth transition. And confirm receipt of this notice at your earliest convenience. If there are any final procedures, outstanding tasks, or documentation required from KVAOWA side, kindly inform us.

We appreciate the services you have provided throughout our partnership.
Thank you for your cooperation.


(P Padmavati)
Secretary, KVAOWA

Re: Performance Certificate

20

From: kendriya vihar (kv006_gurgaon@yahoo.co.in)

To: pb3414@gmail.com

Date: Friday, 27 October, 2023 at 12:50 pm IST

TO WHOM IT MAY CONCERN

This is to certify that, M/s 3414/Prabhat Bhatt Security Agency, C-52, 3rd Floor, Shashi Garden, Mayur Vihar, Phase-I, Delhi-110091 has been providing security services to Kendriya Vihar Society from December 2021 to till date. They have provided 50 security personnels depending upon the needs, including Assistance Security Officer, Security Supervisor, Lady Security Guard, Security Guards.

We have found their service to the Society is up to the mark.

(P Padmavati)
Secretary, KVAOWA

Thanks & Regards.....

Kendriya Vihar Apartment Owners welfare Association (KVAOWA),
Sector-56, Gurugram, Haryana 122011
Web site: kvgurgaon.com
9124-2672817, 2392393

On Thursday, 26 October, 2023 at 06:25:06 pm IST, BRIG PRABHAT BHATT <pb3414@gmail.com> wrote:

Dear Sir,

We are in the process of submitting a Tender for Security Services at Shanti Vihar Sect 95 Gurugram, there is requirement of submitting a Performance Certificate from the existing client along with the tender documents. **May I request to kindly provide to us Performance Certificate on your official letter Head of the RWA rating our performance as good and give us on mail tomorrow morning** due to short notice to deposit the tender.

I thank you for always standing by us and request you to kindly support us.

warm regards,
Brig Prabhat Bhatt

Bond:	 Indian-Non Judicial Stamp Haryana Government 	Date: 25/09/2024
Certificate No. G0Y2024I1297	 	Stamp Duty Paid : ₹ 101 <small>(Rs. Only)</small>
GRN No. 121636233	Deponent	Penalty : ₹ 0 <small>(Rs. Zero Only)</small>
Name: Bcl secure premises Pvt Ltd H.No/Floor : Na Sector/Ward : Na Landmark : Na City/Village : Gurgaon District : Gurgaon State : Haryana Phone : 98*****24		
Purpose : AGREEMENT to be submitted at Concerned office		

CONTRACT AGREEMENT FOR PROVIDING SECURITY KENDRIYA VIHAR, SECTOR-56, GURUGRAM, HARYANA-122011

This Agreement is executed at New Delhi (India) on this 1st day of October 2024 hereinafter referred to as the "**Agreement**" between

KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA), KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) 122011 (Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013), India (hereinafter referred to as the "Company") Through their Authorized Representative Representative-Dr. Gaurav Sharma Authorized Signatory.

AND

"BCL Secure Premises Pvt. Ltd.", a company incorporated under the Companies Act, 1956 and having its registered office 5th Floor, TAG 28, Plot No GP 28, Sector 18, Gurgaon 122 015 (Haryana) India (hereinafter referred to as "**Contractor**") which expression shall unless repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of the Second Part *through duly authorized representative*

Kendriya Vihar Apartment Owners Welfare Association (KVAOWA) and the Contractor shall be individually referred to as the party and collectively as the parties)

RECITALS

WHEREAS the Parties have agreed to enter into a Contract for the provision of Security to the Client in response to Tender Document No. **KVAOWA/CGN/2024/20/4633 Dated 08th June, 2024** Issued by the **Kendriya Vihar Apartment Owners Welfare Association (KVAOWA)**, the Client, located at Kendriya Vihar, Plot No. GH-49, Sector-56, Gurugram. Haryana (122011).

AND WHEREAS the Parties the Contract held discussions in the Office of the Client on And 08/08/2024 and 04/09/2024 base upon the discussions, the Parties to the Contract have

arrived at an agreement with specific details with regard the Manpower to be engaged, the duty hours of the Manpower, the rates of payment to the Manpower and certain terms and conditions.

NOW it is agreed between the Parties as follows:

1. That the Contractor shall provide the Security Services as detailed in Annexure 1 of the Tender Document No **KVAOWA/GGN/2024/20/4633 Dated 08 June, 2024** The said Annexure 1 finds place at pages 2 To 4 of this Contract Agreement and it shall constitute a part of the Contract Agreement.
2. That the Contractor shall provide the Security Services on the Terms and Conditions of Engagement as detailed in Annexure 11 of the Tender Document **KVAOWA/GGN/2024/20/4633 Dated 08th June, 2024** The said Annexure II finds place at pages 4 To 11 of this Contract Agreement and it shall constitute a part of the Contract Agreement.
3. That the terms and conditions of Agreement agreed to between the Parties during the course of discussions contain specific details with regard to the Manpower to be engaged, the duty hours of the Manpower, the rates of payment to the Manpower and certain other terms and conditions which may be at variation/addition to the terms and conditions contained in the Tender Document **KVAOWA/GGN/2024/20/4633 Dated 08th June, 2024** issued by the Client. These terms and conditions under the title "Manpower and Pricing/Rate Schedule" are at pages 2 to 14 of this Contract Agreement and it shall constitute a part of the Contract Agreement. **These Terms and Conditions being based upon discussion between the Parties, these shall have precedence over the terms and conditions as contained in the Tender Document No. KVAOWA/GGN/2024/20/4633 Dated 08th June, 2024 issued by the Client.**
4. The work under the contract stands awarded with effect from 01 September, 2024.

SERVICES TO BE RENDERED BY THE SECURITY ORGANISATION

(Annexure- I TO THE TENDER DOCUMENT)

1. To provide manpower in order to take care of the Security related requirements of KVAOWA as detailed hereunder.
2. To provide protection and safety to Kendriya Vihar (KV) Residents/ occupants/ visitors and their properties (including properties belonging to KVAOWA) both movable & immovable by providing fool proof security in the entire KV Complex within the perimeter, utility buildings which houses electrical substations, DG sets, telephone exchange, control room, parking areas, other open areas, authorized shops all floor of buildings including terraces, staircases and building under construction, KVAOWA Office & gates etc. and to prevent pilferage theft and sabotage.
3. To regulate the entry & exit of persons with a view to ensure entry only of genuine persons and permitting only authorized contractors and labor to enter & work in the premises by devising a suitable mechanism in consultation with KVAOWA authorities. It shall maintain records of visitors and outside vehicles entering the KVAOWA complex and prevent the entry of vendors and hawkers inside the premises.

4. To regulate the incoming and outgoing movable property and material with a view to prevent theft, pilferage and unauthorized transportation.
5. To ensure orderly and trouble-free operation of scheduled and authorized functions and activities held in the premises and prevent unauthorized function and any kind of disturbance and disruption of any lawful activity in and around KVAOWA premises.
6. To deal with any kind of protests, demonstrations or any kind of unruly or disorderly situation, by exercising effective crowd control.
7. To implement, Management instructions and guidelines given from time to time and to advise Management on security matters and to carry out regular assessment of the security needs and security systems with a view to make effective improvements in consultation with KVAOWA management.
8. To deal effectively with unforeseen contingencies like fire, flood or bomb threat, etc.
9. To administer First Aid to the occupants and guests in case of any emergency.
10. To attend to the crimes and offenses taking place at the premises and take effective steps to deal with them which would include preservation of the evidence relating to crime and other related duties like informing the police, Management and other concerned authorities and follow up action with police in consultation with Management.
11. To keep a watch on activities in KVAOWA complex prepare and submit report on the negative incidents occurring and observed in the premises to the Society and to take necessary preventive remedial steps to avoid their reoccurrence.
12. To liaise with local police, fire brigade and relevant Government/ Public agencies and secure their speedy assistance whenever required.
13. To regulate arrangements in the parking areas with a view to ensure:
 - Proper security of the areas.
 - To regulate orderly movement of incoming & outgoing vehicles.
 - To ensure vehicles are parked at assigned parking areas.
 - To ensure that only authorized vehicles are allowed parking and that no unauthorized person is allowed to drive a vehicle out from the complex.
 - To provide parking booth attendants to issue tokens and collect parking charges if levied as per policy of Management.
 - Traffic management near their point of duty.
14. The Security Agency will keep the KVAOWA Complex free of stray dogs/monkeys and other animals under its own arrangement & as per Govt. guidelines.
15. To arrange training of the security personnel in respect of the jobs being performed by them on a regular basis which would comprise of drills relating to
 - a. sounding a fire alarm,



- b. use of hose pipes, fire extinguishers, smoke/ heat detectors & other firefighting equipment,
 - c. use of First Aid equipment.
16. CCTV/ Cameras have been provided at appropriate places. Guards should be able to handle them & be trained from time to time for the new technology gadgets provided in Kendriya Vihar Society.
17. Agency has to ensure any guards leaving / on leave etc are replaced with new guard and no duty point is left unattended.
18. Present deployment of manpower at KVAOWA with about 50 Guards in a 12 hourly shift is as given below. This may be taken as indicative. The Tenderer shall quote for the following manpower:

Security Supervisor : 2
 Security Guards : 50 (Including one lady Guard)
 Special Task Officer : 2

Deployment of Security Staff at present

Sr. No	LOCATIONS	STRENGTH							
		Security Supervisor		Security Guard		Lady Guard		Special Task Officer (STO)	
		D	N	D	N	D	N	D	N
i)	Gate No.1	1	1	3	4	1	0	1	1
ii)	Gate No.2			1					
iii)	Gate No.3			3					
iv)	B Block			2	2				
v)	In front of Sahyog Building (Market Area)			1	0				
vi)	C Block (1 to 387) SW Corner			2	3				
vii)	DX Block (1 to 178) NW Corner			1	1				
viii)	A and AA Block (1 to 406) (1 to 12), NE Corner			1	1				
ix)	MS 1 to MS 12			12	12				
x)	General Duty				1				
	TOTAL	1	1	26	24	1		1	1

D=Day, N=Night

During night, patrolling is conducted in Western and Eastern zones by pooling from static guards. Areas on eastern side of Roads separating DX and B Block and C and MS Block is Eastern zone and on Western side as Western zone.



TERMS AND CONDITIONS OF ENGAGEMENT

(Annexure- II TO THE TENDER DOCUMENT)

1) GENERAL:

- a. The Security Agency after award of the work will have to submit a detailed security manual to KVAOWA in the prescribed period as indicated in the instructions to tenderers on specific communication issued by KVAOWA. It shall cover all aspects of foolproof security arrangement for the complex.
- b. KVAOWA will provide suitable office space to the Organization, on need basis. The Security Agency shall be allowed free use of water, electricity and designated area in the building, for *bona fide* use for office and storage and performance of this contract. Telephone facility will be provided by KVAOWA as per the requirement of Security Agency. The charges, however, will be billed to the Security Agency as per the BSNL/Service provider's bills, on the rates applicable from BSNL/Service provider from time to time.
- c. All requirements under various statutory labour laws must be complied with. Any default will be to the liabilities of the Security Agency and the Security Agency will reimburse any amount paid by the KVAOWA by way of default, interest, and penalty.
- d. The Security Agency shall undertake to furnish all details as and when asked for by the KVAOWA and will also maintain and produce to the satisfaction of the KVAOWA management relevant records of all payments made by the Security Agency, which will be intimated to the management, immediately.
- e. The Security Agency, within his scope of work, will provide all stationery item, for their employees, such as registers, pens, pencils and other such items for noting down the necessary details in Parking areas, gates, offices mentioned above and other areas in the scope of work mentioned above and any other records as required/informed by KVAOWA from time to time and visitor's temporary passes
- f. The Security Agency shall not sub-contract/ assign any part of the "Services" to be performed.
- g. KVAOWA reserves the right to reject any or all the tenders without assigning any reasons whatsoever.
- h. KVAOWA reserves the right to accept the tender in whole or in part. The Security Agency shall be bound to perform the same at his quoted rates.
- i. Within 15 days of the award of the contract, the Security Agency shall sign a formal agreement with KVAOWA. Failure on the part of the Security Agency to do so shall make him liable to forfeit his claim to the refund of Earnest Money deposit, and KVAOWA shall have full powers to carry out the work at the Security Agency's cost and risk.
- j. **The KVAOWA authorities shall review performance of the Security Agency's work every quarter, wherein senior executive of the contracting Organization will have to be present.**

2) MANPOWER:

- a. The Management already has a pattern of deployment of security manpower in the Society. Any reduction or increase in the number of personnel deployed shall be carried out in mutual consultation with the express written approval of KVAOWA.
- b. The Security Agency shall under no circumstance employ existing employees already working in Kendriya Vihar without approval in writing from KVAOWA.
- c. The Security Agency shall employ for the execution of various works, only such persons as are skilled and experienced in their trades and submit the list of workers so employed, and the President, Secretary or Estate Manager/CSO shall be at liberty to object to and require the

- Security Agency to remove from the works any person employed by the Security Agency who in the opinion of the such person misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the President/ Secretary. Decision of the President KVAOWA in this respect shall be final and binding on the Security Agency.
- d. **The manpower supplied shall be minimum 10th pass, less than 50 years of age and have height not less than 5 feet and 6 inches.**
 - e. **The manpower shall know the use of technical apps like My Gate, No Broker hood and also Supervisor should know to operate CCTV devises/software related to CCTV**
 - f. The Organization shall provide, for security reasons, the following details of the staff, proposed to be deployed viz. Total no. of staff proposed to be deployed, their name, age, residential address, category and scale of pay for the proper identification along with recent passport size photograph.
 - g. **No Security Personnel shall be a permanent resident of nearby villages within 8 KM radius of Kendriya Vihar.**
 - h. The Security Agency shall pay wages to manpower employed by it directly through Bank account cheque / transfer which shall not be less than the minimum wages and DA, as notified by Govt. of Haryana from time to time.
 - i. The Security Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Provident Fund & Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, PSARA, 2005, Maternity Benefit Act 1961, and Contractor's Labor (Regulations and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the Rules/Regulations made there under from time to time.
 - j. The Security Agency shall indemnify the KVAOWA against any payment to be made under and for the observance of the above mentioned laws & rules.
 - k. The Security Agency shall ensure that the workers are properly dressed and in uniforms, as approved by KVAOWA. Identity cards must be carried and displayed by each of his staff at all times. Movement in the Complex shall be done only for *bona-fide* works. General discipline and good behaviour shall be maintained by his staff and at all times and shall enforce same on residents/visitors.
 - l. **In case of any accidental damage etc. caused due to the negligence of the staff deployed by the Security Agency, the loss shall have to be made good by the Security Agency.**
 - m. The security staff deployed by the Security Agency shall not accept any gratification or reward in any shape or form from the visitors or the residents in the client's premises.
 - n. **The Security Agency shall ensure that the security staff deployed by him shall not engage in any other profession, work or activity detrimental to the interest of the security duties of the clients' premises.**
 - o. The Security Agency shall not at all any time do cause or permit any nuisance in area of the work in offices or do allow anything which shall cause unnecessary disturbance of inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any security personnel are found creating any nuisance then the Security Agency shall remove his services (After making him all the payments and dues) on the specific recommendation of Office Bearer/ Estate Manager.

3) CONTRACT PERIOD AND PRICE:

- a. The contract period shall be 3 years from the date of award of work. The contract period may be extended beyond this period on mutually agreed terms.

- b. KVAOWA may terminate the contract during the currency of the contract including the extended period by giving 2 months' notice in case it feels dissatisfied with the services/performances/discharge of obligations under the contract. However, the Security Agency cannot terminate the contract during the currency of the tenure except in case of non-payment of contractual payment by giving two months' notice. Otherwise, six-month period is required to enable KVAOWA to make alternative arrangement.
- c. The Tenderer shall quote the rates of Manpower for three years. The rates given by the Tenderer for the manpower shall be firm for the first 12 months. Thereafter, for the second and the third years, the wage shall be revised on an ongoing six-monthly basis as per the percentage increase announced by the Government of Haryana for the corresponding category of the manpower supplied i.e. Skilled/Semi-skilled, etc. Say for example, if the Government of Haryana has hiked the minimum wage by Rs. 450/-, this amount shall be added to the wage quoted by the tenderer from the date the increase has taken place during the second and the third years.

NOTE: The rates finalized are at page 12 & 13 Manpower and Pricing/Rate Schedule given at page no 12, 13 & 14 of this Agreement.

4. SECURITY DEPOSIT:

- a. **Successful bidder will have to remit Security Deposit of Rs. Ten Lakhs within 30 days of communication of award of contract by KVAOWA** through a bank draft/Electronic Transfer in favour of KVAOWA. No interest shall be payable to the Security Agency under any circumstances against the security deposit furnished / recovered from the Security Agency by KVAOWA. Ten percent of the Security amount shall be deductible in case the bidder fails to commence the work within 45 days of the award of work for reasons whatsoever or if the bidder fails to supply required manpower during the currency of contract.
- b. 50% of the security deposit will be refunded on successful completion of the contract. Balance 50% of the security deposit will be refunded within 3 months, after settlement of the final bill. KVAOWA reserves the rights to forfeit the Security in case the Security Agency withdraws its services without proper notice.

5. SUPERVISION BY KVAOWA:

- a. Estate Manager (EM)/ Chief Security Officer (CSO) or his representative shall watch/ supervise the duties and test and examine any material to be used or workmanship employed in connection with the works.
- b. If the Security Agency is dissatisfied with any decision of the EM/ CSO or his/ her representative(s), he shall be entitled to refer the matter to the President who shall there upon confirm, revise or reverse or vary such decision.
- c. EM/ CSO will issue a certificate of satisfaction of work being done by the Organization in an appropriate format and Security Agency shall submit same along with the monthly bills Certified by EM/ CSO. EM/ CSO will also point out any dissatisfaction in the services being provided. EM/ CSO or any Committee formed by the Executive Committee of KVAOWA will specify penalty, if any, as provided in the contract, to be levied.



- d. EM/ CSO or any of the Executive Committee members of KVAOWA may cross check the deployment of staff at Kendriya Vihar at any time.

6. PAYMENTS:

- a. Bills shall be submitted by the Security Agency monthly on first day of every month to the EM/ CSO along with the record/ certification to the effect that all the liabilities owing out of compliance of the labour laws have been discharged for the work executed. EM/ CSO shall then arrange to have the bill verified after satisfying himself of the fact that such legal obligations have been discharged.
- b. Payment of the monthly Security Agency's bills shall be made by KVAOWA within 7 day from the date of submission of the bill subject to, there being no dispute or discrepancy in the bill.
- c. Payment on account for amount admissible shall be made by the Treasurer by crossed account payee cheque/ on-line transfer after certifying the sum to which the Security Agency is considered entitled by way of interim payment for the following: "All works executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract".
- d. Taxes at source shall be deducted from all the payments, in accordance with the provisions of the Income Tax Act, 1961, or any other relevant act in force.
- e. **If, at any time, any security personnel is found absent unauthorisedly, deduction will be made at twice the rate of wages payable to him per day and in case of any surprise check/ raid if any security personnel is found sleeping while on duty, a penalty @ INR 1,000/- will be levied for each such surprise check/ raid per member.**

7. COMPLIANCE WITH VARIOUS LABOUR LAWS:

- a. The Security Agency shall, at its own expense, comply with or cause to comply with Model Rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the works. In case the Security Agency fails to make the arrangement as aforesaid, KVAOWA shall be entitled to do so and recover the cost thereof from the Security Agency.
- b. The Security Agency shall, at his own expense, arrange for safety provisions as required by the EM/ CSO, in respect of all labour directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. In case the Security Agency fails to make such arrangements in providing necessary facilities as aforesaid, the KVAOWA shall be entitled to do so and recover the cost thereof from the Security Agency.
- c. Failure to comply with rules for labour welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Security Agency liable to pay to KVAOWA as damages an amount as fixed by KVAOWA based on reports from the Inspecting Officers as defined in the Contract Labor Regulation Act will be final and binding and deductions for recovery of such damages may be made from any amount payable to the Security Agency.
- d. KVAOWA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstract etc. KVAOWA further reserves the right to enforce recovery of any over payment, when detected.
- e. If, as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Security Agency or alleged to have been done by him under the contract; it shall be recovered by KVAOWA from the Security Agency by any all the methods prescribed above. If any under payment is discovered, the amount shall be duly paid to the Security Agency by KVAOWA, provided that the aforesaid right of KVAOWA to adjust over payments against

amounts due to the Security Agency under any other contract with KVAOWA shall not extend beyond the period of **two years** from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the Security Agency under the minus final bill is communicated to the Security Agency.

- f. Any amount due to the Security Agency under this contract for under payments may be adjusted against any amount then due or which may at any time thereafter become due before the payment is made to the Security Agency, from him to KVAOWA on any other contract or account whatsoever.
- g. **It any damage/ theft is caused to the assets/ property/ office equipment of KVAOWA by staff or supervisor of the Security Agency, or by their negligence then the Security Agency shall bear the cost of repair or replacement. The decision of President KVAOWA in this regard shall be final and binding on the Security Agency.**

8. FOR CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCATION IN SCOPE OF WORK:

- a. If, at any time after the acceptance of the tender, KVAOWA shall decide to abandon or reduce or increase the scope of work for any reasons whatsoever and hence not require the whole of any part of the work to be carried out, the Estate Manager shall give 2 months notice in writing to that effect to the Security Agency and the Security Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or the part of the works.
- b. The Security Agency shall, if required by the KVAOWA, furnish books of account, wage books, muster rolls, PF returns, License with job on time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under these conditions.

9. CANCELLATION OF CONTRACT IN FULL OR PART:

- a. If, at any time, the Security Agency makes default in proceeding with the works with due diligence, and continues to do so, after a notice in writing of 7 days from the Secretary/ Estate Manager, or commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it or fails to complete the items of work as per schedule attached and does not complete them within the period specified in the notice given to him in writing, KVAOWA may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to KVAOWA, by written notice, cancel the contract.
- b. On such cancellation, KVAOWA shall have powers to take possession of the site and any materials thereon; and / or carry out the incomplete work by any means at the risk and cost of the Security Agency.
- c. Any excess expenditure incurred or to be incurred by KVAOWA in completing the works or part of the works, or the excess, loss or damages suffered or may be suffered by the aforesaid, after allowing such credit as shall be due, shall be recovered from any money due to the Security Agency on any account, and if such money is not sufficient, the Security Agency shall be called upon in writing to pay the same within 30 days.



10. ARBITRATION

- a. The provisions of the Arbitrations Act 1940, or any statutory modification or re-enactment and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- b. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- c. The arbitrator shall be appointed by the President of KVAOWA as mutually agreed.
- d. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- e. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable to the Security Agency shall be withheld on account of such proceedings.
- f. The arbitrator shall be deemed to have entered the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate & reasoned award in respect of each dispute.
- g. The venue of arbitration shall be within Gurgaon, such place, as may be fixed by the Arbitrator with his sole discretion within Gurgaon.
- h. The award of arbitrator shall be final, conclusive and binding on all parties to this Contract.
- i. The cost of arbitrator shall be borne by the parties to the dispute as may be decided by the arbitration(s).

11. LAWS GOVERNING THE CONTRACT

The Indian Laws in force shall govern this contract and courts of Law in Gurgaon shall have jurisdiction on any dispute about any of the terms of Contract.

12. CONFIDENTIALITY:

The Security Agency or his staff shall not, at any time, divulge or make known any matter or transaction undertaken or handled by the client and shall not disclose to any person any information relating to the instructions of the client.

13. OTHER TERMS & CONDITIONS OF THE CONTRACT

- i. Subject to otherwise provided in the contract, all notices to be given on behalf of KVAOWA and all other actions to be taken on its behalf may be given by the President/ Secretary or the Estate Manager or CSO for the time being entrusted with such functions, duties and powers.
- ii. All instructions, notices and communications etc., under the Contract shall be given in writing and if sent by e- mail (as latest given)/ Registered Post to the last place of abode or business of the Security Agency, shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.
- iii. The Security Agency or his representative shall be in attendance at the work places during the working hours and shall superintend the execution of the works with such additional assistance in, as the KVAOWA may considered necessary. Orders given to the Security Agency's representative shall be considered to have the same force as if they had been given to the Security Agency itself.



- iv. The EM/CSO communicate or confirm the instructions to the Security Agency in respect of work in a Site Order Book maintained in the office of KVAOWA and the Security Agency or its authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Security Agency, he shall be furnished a certified true copy of such instruction(s).
- v. KVAOWA shall have absolutely no liability/responsibility whatsoever concerning the Security Agency's employees for any reason.
- vi. The Security Agency shall be solely responsible for staff deployed by him in all matters relating to their performance, claims etc. He shall indemnify KVAOWA against any payment to be made under various labour laws and for the observance of this.
- vii. The Security Agency shall obtain, at his own cost, all permissions and licenses etc., under various laws/ regulations/ rules, which are prevailing, or which may be enforced during the currency of Contract in connection with carrying out obligations under this contract.
- viii. The Security Agency shall be bound to perform the assigned job even though the same may not have been included in the schedule of service of services. The changes, if any, for these extension services shall be settled immediately.
- ix. All the complaints shall be routed through the Central Control room, which is manned on a 24-hours basis. Even if the Security Agency receives the complaint directly, the same may be forwarded to the control room for necessary follow up and action. The Security Agency shall follow the call logging and rectification procedures, which are in force from time to time.
- x. The Security Agency shall be fully responsible for smooth taking over as well as handing over of the work from or to other Organization(s) on starting/or expiry/termination of the contract. It shall be responsible & it shall also settle all issues viz retrenchment benefits, PF, Gratuity, Livery, Bonus, Leaves, E.S.I., etc. pertaining to currency of its contract to its workers as per law & acknowledgement submitted to KVAOWA. Thereafter only Security Agencies security deposit shall be refunded.
- xi. The Security Agency shall pay & continue to pay during contract and also pay till full and final settlement with the labour or workers for all statutory requirements applicable as per rules and applicable law, including gratuity/retrenchment benefits pertaining to the currency of the contract. He shall indemnify KVAOWA and shall keep KVAOWA indemnified against such claims.
- xii. The Security Agency shall be fully responsible & liable for payment & settlement for all the matters arising out of labor employment & benefits, labor court or court of law. He shall represent himself as well as may also represent KVAOWA in labor court or court of law, and shall care of all responsibilities & liabilities, cost on this behalf. KVAOWA shall not be responsible or pay other than rates agreed to in the proposed contract.



**The present pricing /rates for Security Services at Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56, Gurugram, Haryana-122011**

BCL SECURE PREMISES PVT LTD.					
COSTING FOR SECURITY SERVICES					
Description		Rate	Security Guard/Lady Guard	Supervisor	STO
			Gurgaon		
			12 Hrs 30/31 Days	12 Hrs 30/31 Days	12 Hrs 30/31 Days
	Basic + DA		11,470	13,942	13,942
	HRA (OT for additional 4 hours)		5,735	6,971	6,971
	Other Allowance/ Skill Allownce		250	-	1,500
	Bonus	0.00%	-	-	-
	Statutory Leave	1.98%	227	276	276
	Gross Salary (A)		17,682	21,189	22,689
	Statutory Additions				
	ESIC – Medclaim	3.25%	575	689	737
	PF - Employer's Contribution	13.00%	1,491	1,812	1,812
	Gratuity	0.00%	-	-	-
	LWF		62	62	62
	Uniform				
	Sub Total - Statutory Additions (B)		2,128	2,563	2,612
	CTC for 26 days		19,810	23,752	25,301
	Relieving Charge (4 Weekly off)	16.67%	1,912	3,959	4,218
	CTC for 30/31 Days		21,722	27,712	29,519
	Training, Supervision & Payroll Mgmt	0.00%	-	-	-
	Service Charges (Management Fee)	6.00%	1,303	1,663	1,771
	GRAND TOTAL (12 Hours x 30/31 days)		23,025	29,374	31,290

GST @18% extra as applicable

Payment Terms : 30/31 days

Minimum Wages will be revised as and when the notification comes.



FINANCIAL BID FORM

The tenderers may please quote their complete rates. The rates should be competitive. All statutory requirements will be the responsibility of the tenderer. To provide effective and security certain minimum equipment need to be supplied to the security personnel. The tenderer is to quote rate for these items in the prescribed format.

The Tenderer shall quote the cost of the services in the following format:

Sl.No.	Manpower	12/8 Hour duty	Wage Component (In any form) (Per person rate for 30 /31 days)	Charges towards Statutory Compliances (Per person rate for 30/31 days)	Service Charge (Per person rate for 30/31 days)	Total cost to the Society (Per person rate for 30/31 days)
1	Security Supervisor (2)	12	27,712/-	-	6%	29,374/- ✓
2	Special Task Officer (STO) (2)	12	25,301/-	-	6%	31,290/- ✓
3	Lady Guard (1)	12	21,722/-	-	6%	23,025/- ✓
4	Security Guards (49)	12	21,722/-	-	6%	23,025/- ✓

The Organization shall provide the following equipment to KVAOWA and to Security staff. Details of equipment aids proposed to be supplied by the tenderer to security personnel for efficient manpower within the scope of work. The cost factor of these equipment be added in the under the head Service Charge. No separate amount will be paid for the same.

S.No.	Description	Make	Required No. of Aids
(i)	One active mobile phone connection with latest available instruments for KVAOWA. (Inclusive of all monthly recurring expenses)	<u>500/- (Per Month)</u>	<u>1</u> ✓
(ii)	Hand Set Wireless Communication equipment to Supervisors and one to each Security guard in Kendriya Vihar Complex	<u>14,300/- (Per Month)</u>	<u>1 Each</u> <u>Total 26</u> ✓
(iii)	Bicycle(s)	<u>500/- Per Bicycle, Per Month</u>	<u>3</u>
(iv)	Batons for each guard	<u>Free of Cost</u>	<u>1 Each</u>
(v)	Search Light for every guard in night shift	<u>Free of Cost</u>	<u>1 Each</u>

- The quoted rates are as per minimum wages applicable w.e.f 01 September 2024 and will be revised as & when the minimum wages will be revised by the Govt. Of Haryana State.
- The GST will be charged extra as applicable.
- The quoted rates are for 30 days services with weekly offs of Individuals in rotation as agreed in meeting by parties.
- The manpower can be increased/ decreased according to the requirement of the site.
- The Invoices will be prepared and raised according to actual attendance basis.
- The Gratuity will be invoiced on actuals along with applicable Management Fees as per applicable Labour Laws.
- BCL can also provide the services on actual cost along with 6% Management Fee. The Wages can be set by your Team at the time of Interview.



CORRESPONDENCE

All correspondence required by this Agreement shall be furnished by hand delivery or certified post to the following addresses:

To KVAOWA: -

Kendriya Vihar Apartment Owners Welfare Association (KVAOWA), Kendriya Vihar, Sector-56, Gurugram (Haryana)-122011, India

Contact Person:

Mr. Rajesh Kumar, Office Manager

Mob: 9650080437

Email: kv006_gurgaon@yahoo.co.in

To BCL: -

BCL Secure Premises Pvt. Ltd.

5th Floor, Tag 28 Plot No. GP 28, Sector-18,

Gurugram, (Haryana)-122015, India Tel: 0124-6570900

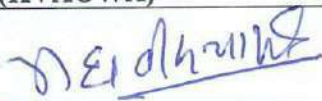

Contact Person: Mr. Ashutosh Parashar




Mob: 9910021890

Email: ashutosh.parashar@citiforce.in

All correspondence shall only be effective on receipt.

IN WITNESS WHERE OF the parties here to have set their respective hands and seals these presents on the day, month and year first hereinafter written.

	Kendriya Vihar Apartment Owners Welfare Association (KVAOWA)	BCL Secure Premises Pvt Ltd
Signature		
Name	Mr Mahaveer Yadav	Mr Ashutosh Parashar
Designation	President KVAOWA	AVP Sales
Date		

WITNESSES		
1. Mrs P Padmavati Secretary KVAOWA		(MITHILESH)  9336 008466
2. Mr Raj Kanwar Jt. Secretary KVAOWA		Vikram Rai 9560557035 (VIKRAM RAI)

Security Payment Details

BCL SECURE PREMISES PVT LTD.						
COSTING FOR SECURITY SERVICES						
Description		Rate	Security Guard/Lady Guard	Supervisor	STO	SUPERVISOR
			Gurgaon			
			12 Hrs 30/31 Days	12 Hrs 30/31 Days	12 Hrs 30/31 Days	12 Hrs 30/31 Days
Basic + DA			11,470	13,942	13,942	13,942
HRA (OT for additional 4 hours)			5,735	6,971	6,971	6,971
Other Allowance/ Skill Allowance			250	-	1,500	5,000
Bonus		0.00%	-	-	-	-
Statutory Leave		1.98%	227	276	276	276
Gross Salary (A)			17,682	21,189	22,689	26,189
Statutory Additions						
ESIC - Medclaim		3.25%	575	689	737	851
PF - Employer's Contribution		13.00 %	1,491	1,812	1,812	1,812
Gratuity		0.00%	-	-	-	-
LWF			62	62	62	62
Uniform						
Sub Total - Statutory Additions (B)			2,128	2,563	2,612	2,726
CTC for 26 days			19,810	23,752	25,301	28,915
Relieving Charge (4 Weekly off)		16.67 %	1,912	3,959	4,218	4,820
CTC for 30/31 Days			21,722	27,712	29,519	33,735
Training, Supervision & Payroll Mgmt			0.00%	1263	1663	1771
Service Charges (Management			6.00%	23028	29374	42907
						2024
						35789
						37

TAX INVOICE



BCL SECURE PREMISES PVT LTD

TAG 28, Plot No GP 28, 5th Floor, Sector 18, Near Dijioli Ghar., GURUGRAM, HARYANA, 122015

CIN: U74920HR2005PTC056053

UAN: HR050014005

GSTIN/UIN: 06AACCB7913Q1ZA

State Name : HARYANA, Code: 06

Contact : 91-124-6570900

Invoice No. : 25-26/694

Date : 08-05-2025

PAN No. AACCB7913Q

GST No. 06AACCB7913Q1ZA

State Name HARYANA, Code: 06

Buyer's Order No. :

Date :

Consignee Name & Address

KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATIONS

GH-49, SECTOR-56, GURGAON, Gurugram, Haryana, 122011

Rendered At

KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATIONS

Location KENDRIYA VIHAR SECTOR 56

Month April 2025

Bill Period 01-04-2025 - 30-04-2025

GSTIN No : 06AAAAK4254H1ZU

State Name & Code : HARYANA - 06

GSTIN No : 06AAAAK4254H1ZU

Consignee PAN No :

Taxable Service Category: security service

Customer PO.No. & Date.:

Description	HSN/SAC	No. of Person	Total Duties	Monthly Rate	Month Day	Amount
SECURITY GUARD	998525	50	1363.00	23025.00	30	1,046,102.50
SECURITY SUPERVISOR	998525	3	83.00	29374.00	30	81,268.07
LADY GUARD	998525	1	30.00	23025.00	30	23,025.00
SECURITY ASSOCIATE	998525	1	28.00	31290.00	30	29,204.00
RENTAL WALKIE TALKIES	998525	26	26.00	550.00	1	14,300.00
SHIFT CELL MOBILE	998525	0			1	500.00
CYCLE	998525	3	3.00	500.00	1	1,500.00

Line Amount Total 11,95,899.57

CGST 9.00 % 107,630.97

SGST 9.00 % 107,630.97

Round off 0.49

Total 14,11,162.00

Indian Rupees Fourteen Lac Eleven Thousand One Hundred Sixty Two Only

1. PLEASE MENTION INVOICE NO AND DATE ON THE REVERSE OF CHEQUE OR ATTACHED INVOICE

2. Interest shall be charged @ 18% P.A. if the payment is not received within the due date.

BANK DETAILS

Bank Name INDUSIND BANK LIMITED

Branch VANIYA KUNJ', UNIT NO 1,2,15 & 16 ENKAY

TOWER. UDYOG VIHAR. PHASE-V. GURGAON-

IFSC Code INDB0000540

A/C No. 201003817644

For BCL SECURE PREMISES PVT LTD



Authorised Signatory

Sup : 83 Days

STO : 28 -11-

LSG : 30 -11-

SG : 1363 -11- checked by CSO

1504

SUBJECT TO GURUGRAM JURISDICTION

This is a Computer Generated Invoice

Start from power details

Sup : 05 Days start

STO : 02 -11-

SG : 125 -11-

SG : 12 on duty sharing

Sup : 02 on duty sharing

146

checked by CSO

Total

92/4/25

**MONTHLY PAYMENT DETAILS OF BCL SECURE PREMISES PVT LTD FOR MONTH OF
March, 2025**

Sr.No.	Post	Attendance for day	Short Guards Details	Monthly Amount	Per day Amount	Total Amount
1	Security Guards (50)	1421	129	23025	743	1,055,436
2	Security Supervisor (3)	81	12	29374	948	76,751
3	Lady Guard (1)	31	0	23025	743	23,025
4	Security Associate (2)	29	2	31290	1,009	29,271
5	Rental Walkie Talkies	25	0	550	25	13,750
6	Shift Cell Mobile		1	500	-	500
7	Cycle	3		1500	-	1,500
		1562	144			

Sir,
EPF checked and verified correct
But 14 Security Guards not EPF
Deposit

Total Amount=	1,200,234
GST 18%	216,042
Total Amount	1,416,276
LESS TDS 2%	24,005
Less Penalty	20000
Total Amount	1,372,271

(Rupees Thirteen Lakhs Seventy Two Thousand Two Hundred Seventy One Only)

Checked

92/4/25

Asstt. Manager

Please We May be approve

Secretary

President



RE: Kendriya Vihar

From Suresh Goyal <surgoyal60@hotmail.com>

Date Thu 12/5/2024 3:42 PM

To District Industries Centre Gurugram <jddicgurgaon@gmail.com>

Cc Bhupender <bobby19jan@gmail.com>

 2 attachments (8 MB)

11th AGM_minutes.pdf; 22nd Minutes of the Executive Committee held on 18th August, 2024.pdf;

Sir,

This has reference to my earlier mail and your notice to KV under section 52 of HRRS Act 2012 it is informed that complaint is validated by the minutes of the 11th AGM and EC (although in KV minutes don't cover full deliberations and are manipulated). Relevant extracts of para 3.2 (iii) is reproduced:

"Shri S K Goyal (MS-9/104) pointed out that the present Management has faulted in opening only one tender for security. He levelled an allegation that the Management manipulated higher quote from the single vendor and later got it reduced through negotiation. Responding to this allegation the President explained why the bid of Tusker was not considered and said that we have a big file pointing towards the unsatisfactory service of this agency in the Society in the past. Shri Goyal said that in that case, this agency should have been blacklisted and its technical bid also should not have been opened. President said that you all were requested the assist in the tendering/selection process, but you preferred to stay away. It is unfair now for you to raise such technical issues. The Security agency has been finalized only after its clearance by Shri Jagdish Mehta (MSIO/106) an EC member at that time".

The above minutes clearly shows management has accepted irregularity in tendering process but President is trying to blame Sh S.K.Goyal and Shri J.K.Mehta. But minutes of 22nd EC meeting held on 18th August, 2024 clearly demonstrate that management was very well aware of irregularities committed. Relevant extracts of para 3 item no. 2 is reproduced: "As regards Tusker was fulfilling the technical requirement. Therefore, Tusker's financial bid should also have been considered, Regarding BCG Shri Chakraborty said that this vendor does fulfil the requirements. But we could not get any communication blacklisting this agency, Shri S K Goyal joined Shri Chakraborty and said that in the absence of any clear cut debarring of Tusker, its tender should have been considered. This may lead to complication in case Tusker challenges the Society's action stated that if 'Tusker was ineligible his technical bid should not have been opened Now there is no option but open his financial bid, the Treasurer stated that the matter is still in hand and the EC can take any view on how to proceed further in the matter from this stage onwards." Above clearly shows irregularity was deliberate and with full knowledge of management leading to resignation of 9 EC members out of 19. In view of this it is again requested to order inquiry under section 54 of HRRS Act, 2012 and appoint Administrator to save Kendriya Vihar from financial irregularities.

Yours faithfully

S.K.Goyal

**Retired from Govt of India at the level of Addl Secretary,
Ex EC member MS-9/104,Kendriya Vihar,
Gurugram-122011.**

From: District Industries Centre Gurugram <jddicgurgaon@gmail.com>

Sent: 15 October 2024 18:22

To: kv006_gurgaon@yahoo.co.in; surgoyal60@hotmail.com

Subject: Kendriya Vihar

Pfa

Annexure 2

Report on Manpower and Housekeeping (Sweeping & Cleaning) Contract Agreements

1. Background

On 20th April 2022, tender notices were issued for engagement of Manpower and Housekeeping (Sweeping & Cleaning) services. The deadline for submission was 7th May 2022. A total of five quotations were received, and three vendors qualified for the financial bid stage, which was opened on 28th May 2022.

After evaluation, the contract was awarded to the L2 bidder, **M/s Omax Security Services Pvt. Ltd.** Subsequently work orders were issued for service commencement with effect from 1st July 2022:

- **Manpower Services:** ₹4,71,655/month (Ref: Letter No. KVAOWA/GGN/2022/113/2950 dated 23.06.2022)
- **Housekeeping Services:** ₹4,93,970/month (Ref: Letter No. KVAOWA/GGN/ 2022/112/2951 dated 23.06.2022)

However, a formal contract was signed and notarised on 17th May 2023 for the period from 1st July 2022 to 30th June 2023.

2. Contract Extensions and Termination

Manpower Services Contract:

- Extended up to: 31st October 2023, 31st January 2024, 31st March 2024, 30th June 2024, and finally to 31st August 2024.
- **Terminated w.e.f. 31st August 2024** (Ref: Letter No. 4739 dated 25.08.2024)

Housekeeping Services Contract:

- Similar extensions and termination as above.

3. New Tender Process – June 2024

A new tender was issued on 8th June 2024, with the deadline on 22nd June 2024. Bids were submitted by:

- **M/s Omax Security Services Pvt. Ltd.**
- **M/s Sarvatra Integrated Management Services**

Observations on Tendering Process and Bid Evaluation

(Ranvir Singh Gahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

- As per the records available in the office files, the notice inviting tender was published in a newspaper. However, the limited publicity may have resulted in inadequate visibility among potential service providers, which likely contributed to the receipt of only two bids—one of which was submitted by the existing service provider.
- **Although both vendors were found to be technically qualified, only the financial bid of M/s Sarvatra was opened. The financial bid of M/s Omax was neither opened nor was any reason for its non-consideration recorded in the file or communicated to the concerned party.**
- **Such omissions indicate procedural irregularities and a lack of transparency in the tender evaluation process.**

M/s Omax Security raised an objection via a letter as well as email dated 28th August 2024, citing:

- Lack of transparency in the bid evaluation process
- Absence of the mandatory one-month notice before termination
- Non-compliance with tender norms and labour laws

Despite a three-day window to rectify the oversight, no corrective action was taken.

Observation on the Objection and Resolution Process

It is noted that the Secretary recorded a remark stating that the matter was "settled amicably" with the vendor representatives. However, there is no formal record of a resolution by the Governing Body regarding the issue in question.

This raises a serious concern, as the absence of a documented decision by the competent authority—the Governing Body—may amount to either:

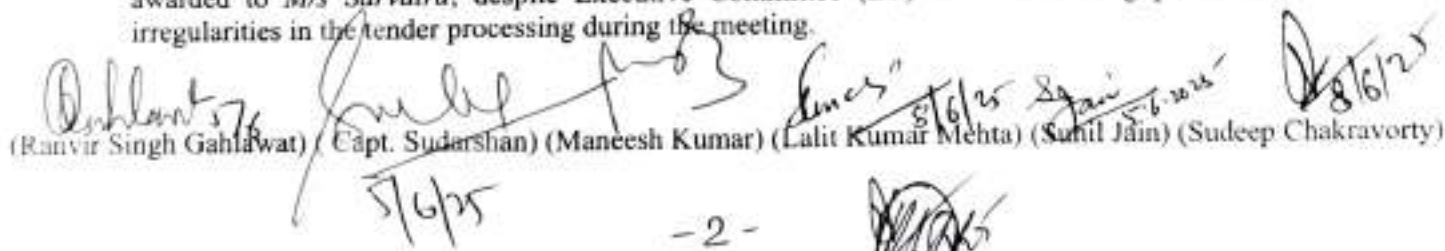
1. **Concealment of material facts**, by not placing the matter before the Governing Body for appropriate deliberation and resolution; or
2. **Failure of collective responsibility**, wherein the Governing Body, as the apex decision-making entity, did not discharge its role in formally addressing and recording the resolution of the matter.

Such procedural lapses undermine the principles of transparency, accountability, and due process in institutional decision-making.

4. Award to M/s Sarvatra Integrated Management Services

Award of Contract Despite Noted Irregularity

Following the approval of the Governing Body on 18th August 2024, the contract was awarded to M/s Sarvatra, despite Executive Committee (EC) members having pointed out irregularities in the tender processing during the meeting.



 (Ranvir Singh Gahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

This raises concerns regarding adherence to due process and whether the objections raised were duly examined and addressed before granting approval.

Services began on 1st September 2024. The vendor initially failed to deposit the required ₹4 lakh security for each contract. Instead, payments were released after unauthorized deduction from running bills.

5. Financial Implications

Financial and Procedural Irregularities: -The detailed calculation of additional financial liability is as under: -

Details of financial implications due to unfairly change of Agency									
Category of worker	Sarvatra Services	Integrated Management				Omax Security Services Private Limited			
	No of persons	Rate per month	Total per month	Total per year	No of persons	Rate per month	Total per month	Total per year	
1 DG Set/Pump Operator	3	21563	86252	1035024	4.5	16731	75290	903474	
2 DG Set/Water Pump Operator Skilled 12 hours	1	28384	28384	340608	0	0	0	0	
3 Electrician	6	21563	129378	1552536	6	16731	100386	1204632	
4 Electrician Helper	1	18697	18697	224364	1	15934	15934	191208	
5 Plumber	3	23217	69651	835812	3	15934	47802	573624	
6 Welder Skilled	1	24319	24319	291828	1	16731	16731	200772	
6 Horticulture Supervisor	1	25422	25422	305064	0	0	0	0	
7 Gardener /Mali	13	17878	232414	2788968	17	14453	245701	2948412	
8 Supervisor	1	25379	25379	304548	1	16731	16731	200772	
9 Voluntary Social Worker (VSW)	34	17151	583134	6997608	34	15175	515950	6191400	
10 Sewer man (VSW)	1	18430	18430	221160	1	13109	13109	157308	

(Ranvir Singh Gahlawan) (Capt. Sudarshan) (Manesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

11	Sewer Helper (VSW)	man	1	17151	17151	205812	1	13019	13019	156228
			66			15103332	69.5			12727830
					GST 18%	2718599.8				2291009.4
						17821932				15018839.4
				Total additional financial liability per year due to irregularity in tendering process						28,03,092.4

Now we have 66 persons as compared to 69.5 in old contract with additional liability of **INR 28,03,092 per year. (13 Mali in place of 17)**

If we compare with full strength of 69.5 persons then annual notional loss would be INR 35,62,550/-

The change in vendor has led to an **annual additional financial liability of INR 28,03,092 /-** due to:


- Higher administrative charges (6% vs. 3.75% by Omax)
- Arbitrary allowances not backed by wage notifications.
- **Reduction in manpower (66 vs. 69.5 earlier) despite higher costs**
- Association is also taking the services of a welder. All the consumables, welding machine etc. are being provided by the Association. To access the need for employing a welder on monthly salary basis, the welder's work and the attendance was reviewed, discussion with the supervisor and the Estate manager were held. Based on this analysis it is concluded that society can explore more cost-effective solution e.g. limiting the number of days in week.

If compared against full prior strength, the **notional annual loss rises to INR 35,62,550/-**

6. Key Irregularities Identified

- **Unjustified Bid Rejection:** Financial bid of M/s Omax was excluded without reason.
- **Violation of Exit Clause:** Termination without the stipulated one-month notice.
- **Inflated Charges:** Award made to a vendor with higher administrative overheads.
- **Unjustified Allowances:** Additional allowances led to inflated contract value.
- **Security Deposit Breach:** Non-compliance in deposit requirements with unauthorized adjustments.
- **Governance Failure:** Lack of transparency and possible mala fide intent indicate financial mismanagement.
- A sample check of attendance indicates that with the present service contractor the requisite number of manpower is not being made available (Gardner required number is 13+1, however only 8 Gardeners are being made available).

7. Conclusion and Recommendations


 (Ranvir Singh Gahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunit Jadh) (Sudeep Chakravorty)

- 4 -

The entire process reflects procedural lapses, lack of accountability, and potential bias. The Society has incurred avoidable financial losses adversely affecting its 1,940 residents.

Recommendations:

- **Accountability:** Identify and hold accountable the individual (s) responsible.
- **Debarment:** Bar the involved person (s) from future participation in EC elections or office bearer positions.
- **Immediate Actions:**
 - (a) Relieve currently serving responsible Office Bearer (s)/ EC member (s) to prevent further recurrence of similar irregularities.
 - (b) Management should take appropriate action to relieve residents of this additional financial liability by taking effective cost cutting measures including review of present manpower and security contracts.
- Manpower should be Rationalised by conducting time-motion study and identifying the actual need.

(Ranvir Singh Gahlawat) (Capt. Sudarshan) (Mandeesh Kumar) (Lalit Kumar Mehta) (Suhil Jain) (Sudeep Chakravorty)

Report on electrical System

A. Electrical System (E):

The expenditure under the Electrical System is booked under five heads as below:

1. ES-1 ES Staff.

Under this head expenditure on the salary of six pump operators and four DG set operators provided by the service contractor is booked along with payment towards the statutory compliances. The expenditure in the year 2023-24(Audited) was Rs. 1,330,385/-, in the financial period 2024-25 the expenditure was 1,604,636/- (unaudited). Accordingly based on the new service contract executed on 11.10.2024 with Sarvatra Integrated Management Services Pvt. Ltd the budgeted expenditure for 2025-26 is Rs. 1,800,000/-. The projected expenditure for 2025-26 represents a 20.61% increase over 2024-25 expenditure (unaudited). Accordingly, the contract Agreement in force and new quotation invited were examined. The details of the review are covered in report on "Manpower and House Keeping".

2. L.T Distribution (ES-2):

Under this head, the MCBs, electricity distribution equipment is maintained and necessary appliance replacement is being carried out. The expenditure details are as below:

2023-24(Audited)	2024-25(Unaudited)	Budgeted for 2024-25
2,36,695/-	3,68,148/-	4,00,000/-

In the last AGM the issue of large scale burnt out MCBs in the common area was brought out and it was also stated that many flats' owners also need to change the MCBs. This is part of the critical infrastructure of the society. There is need to determine the exact requirements for the change of the appliances to maintain them in good condition.

Association may consider conducting a thorough assessment by a team holding expertise in the electrical distribution system before factoring the expenditure for the year 2024-25.

3. H.T System (ES-3):

Under this head, expenditure incurred in the maintenance of the electrical substations is booked. The expenditure details are as below:

2023-24(Audited)	2024-25(Unaudited)	Budgeted for 2024-25
1,96,848/-	9,72,111/-	3,00,000/-

(Ranvir Singh Gahlawan) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sumil Jain) (Sudeep Chakravorty)

4. Common Light (ES-4):

Under this head, expenditure incurred in the replacement of common area light is booked. The expenditure details are as below:

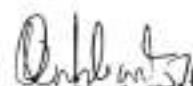





2023-24(Audited)	2024-25(Unaudited)	Budgeted for 2024-25
4,16,431/-	2,59,874/-	3,00,000/-

There is only a minor increase of Rs. 40,126/- in the budgetary outlay. Association is maintaining the purchase records. However, there is need to have strict inventory control as the expenditure on this count is in the tune of 20,000/- to 30,000/- pm. Also, inventory should have the traceability to the location where the equipment has been used/replaced.

5. Electricity Bills (ES-5):


2023-24(Audited)	2024-25(Unaudited)	Budgeted for 2024-25
4,421,337/-	5,034,421/-	4,800,000/-

The budgetary outlay for the period 2024-25 is less by Rs. 2,34,421/- then the Unaudited expenditure of period 2024-25. Association has apparently sorted out the bills of the meters for which society has been paying high fee/surcharge etc. However, for the exact estimation of the expenditure under this head should be based on the committee constituted by the Association for this purpose and budgetary outlay may be adjusted


(Ranvir Singh Gahlawat)  (Capt. Sudarshan)  (Maneesh Kumar)  (Lalit Kumar Mehta)  (Sunil Jain)  (Sudeep Chakravorty)

7/6/25

- 7 -



CONTRACT FOR SWEEPING & CLEANING

This agreement is made at on and
will be effective from 01st July 2022 to 30th June, 2023

Between

President, Kendriya Vihar Apartment Owners Welfare Association, (KVAOWA),
Sector-56, Gurugram (Hereinafter referred to as the "First Party", which term or
expression shall unless excluded by or repugnant to the context mean and include
their heirs, executors, administrators, legal representatives and assignees) of the
First part.

AND

M/s Omax Security Services Private Limited, Shop No. 205, Second Floor,
Vardhman Mayur Market, C.S.C. MIG Pocket-6, Mayur Vihar, Phase-III, **Delhi-
110096** (Hereinafter referred to as the "Second Party", which term or expression
shall unless excluded by or repugnant to the context mean and include their heirs,
executors, administrators, legal representative and assignees) of the other part.

Whereas the Second Party is engaged primarily in the business of providing
Sweeping & Cleaning and the First Party with a view to maintain its properties is in
requirement of services provided by the Second Party.

And whereas the Second Party and the First Party agree that the following Parts I to
X inclusive and Annexures I to VI thereto form part of this Agreement and are bound
by them.

And whereas the Second Party without any force, coercion or any undue influence
have agreed to provide Sweeping & Cleaning services to the First Party on the terms
and conditions as stated hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed to by and
between the parties as follows:-

PART-I

A. OBLIGATIONS OF THE SECOND PARTY

- (a) The Second Party will render the Sweeping & Cleaning services to the First Party, as
per the given mandate (Annexure I) and scope of work (Annexure II) to the full
satisfaction of the First Party in accordance with such directions, which the First
Party from time to time may issue and which have been mutually agreed upon
between the two parties.


President

Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

Page 1 of 10



- (b) The Second Party will supply uniformed, experienced and trained personnel duly approved by the First Party as per the details given in Annexure III. Any changes in Sweeping & Cleaning staff will be done by exchange of letters with mutual consent of parties hereto.
- (c) The First Party shall have the right, but not without reason, to remove any person considered to be undesirable or otherwise and similarly, the Second Party also shall have the right to change any person with prior intimation to the Second Party, emergencies exempted.
- (d) It will be ensured that no staff performs duty for more than 12 hours a day. Further, none of the staff shall be employed for duty anywhere after or before the duty hours.
- (e) The staff supplied will be the employees of the Second Party. It shall be the responsibility and liability of the Second Party in relation to the working conditions, payment of salaries/ wages/PF/ESIC to the manpower in conformity with statutory provisions.
- (f) The Second Party shall pay wages to Sweeping & Cleaning staff employed by him directly, which shall not be less than the minimum wages, and DA, as notified by Govt. of Haryana from time to time.
- (g) The Second Party shall, wherever applicable, comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employees Provident Fund & Miscellaneous Provisions Act 1952, ESI Act 1948, Employer's liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefit Act 1961, and Contractor's Labour (Regulation and Abolition Act) 1970 or the modifications thereof, any other laws relating thereto and the rules made there under from time to time.
- (h) Second Party shall take out comprehensive policy for covering all his workmen who are not covered under ESIC scheme and submit the same to the First Party. The policy shall be in a joint name of First Party and Second Party with KVAOWA name as the 1st party in the policy.
- (i) The Second Party shall indemnify the First Party against any claim or cause of action whatsoever arising as a consequence of the contract between the two parties.
- (j) All necessary reports and other information will be supplied by the Second Party on a mutually agreed basis and regular meetings will be held with the First Party.
- (k) The Sweeping & Cleaning staff deployed by the Second Party shall not accept any gratification or reward in any shape or cash from the visitors to or the residents in the First Party's premises.
- (l) Under the terms of the employment agreement with the Second Party, the Sweeping & Cleaning staff shall not do any professional or other work for reward or otherwise either directly or indirectly except for and on behalf of the Second Party.

Deepak Singh

President

Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011



- (m) All the personnel must be in the age group of 21 to 50 years and should be literate and should understand Hindi.
- (n) Height of the personnel must be minimum 5 ft 4 inch.
- (o) The contractors shall be not employ any the existing employees of the present vendor except with the permission of Society Management.
- (p) The terms of reference and instructions in details to be followed by the Sweeping & Cleaning staff of the Second Party during performance of its duties are enclosed as Annexure IV to this agreement.
- (q) Second Party shall obtain, at its own cost, all permissions and licenses etc., under various laws/ regulations/ rules which are prevailing, or which may be in force during the currency of Contract in connection with carrying out obligations under this Contract.
- (r) The Second Party shall every out Police Verification of all work force provided by it ti the First Party.

B: OBLIGATIONS OF THE FIRST PARTY

- (a) To pay for the services stipulated in Agreement at the agreed rates as per Annexure V subject to submission of proof of remittance of EPF, ESI and GST and/or any other remittance of similar nature.
- (b) Without prejudice to any other mode of recovery or cause or action, First Party is at liberty to make deduction from the monthly payment on account of penalty towards violation or non-observance of any of the provisions of the contract or compensation towards damages caused to the First Party or any owner or resident or visitor to Kendriya Vihar, on account of the omissions or commissions of the Second Party or any of its employees whether deployed in Kendriya Vihar or otherwise. Penalty clause is at Annexure VI
- (c) To pay separately for any additional services availed by the First Party over and above the ones contained in this Agreement.
- (d) To inform the Second Party, as soon as possible, of any changes that could affect the Sweeping & Cleaning staff of the premises.
- (e) First Party shall have absolutely no liability /responsibility what so ever concerning the Second Party's employees for any reason.

PART -II CONFIDENTIALITY

The Second Party will endeavor that its staff shall not at any time, without the consent of the First Party in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by the First Party and shall not


Kendriya Vihar Apartment Owners
Welfare Association (KVACWA) Sector-56
Gurgaon (Haryana)-122011

Page 3 of 10



disclose to any person information relating to the affairs of the First Party. The clause does not apply to information, which is or has become of public knowledge.

RT-III CONTRACT PRICES

- (a) In the event of any revision in the statutory wages by the Government/Court award, Basic rate, EPF, ESI, Relieving Charges and Labour Welfare Fund components of the agreed rates alone will be revised by the First party. Other components of the rate shall remain firm during the entire contract period and shall have to be borne by the Second Party. First Party shall not, in such event, pay any enhancement/s on these remaining components to the Second Party during the tenure of the contract.
- (b) If the period of contract is extended, the rates shall be the same as at the time of conclusion of 12 months.

PART-IV SECURITY DEPOSIT

- (a) Second Party shall pay to the First Party Security deposit amounting Rs. 4,00,000.
- (b) Security deposit will be refunded within 1 month on successful completion of the Contract.
- (c) Without prejudice to any other mode of recovery or cause of action, all compensations or other sums of money payable may be deducted from or paid by setting off/ adjusting sufficient part of the Security deposit or from any sums which may be due or may become due to the Second Party from the First Party on any account whatsoever and in the event of the Security deposit being reduced by reason of such deductions or setting off/adjustment as aforesaid, Second Party shall within fourteen days of receipt of notice of demand from the First Party make good the deficit.
- (d) No interest shall be payable to the Second Party against the Security deposit furnished/recovered from the Second Party by the First Party.

PART-V PAYMENT PROCEDURE

- (a) Second Party shall raise an invoice for the Sweeping & Cleaning services before the 3rd of each month and the First Party shall pay the same within 10 days of receiving the bill. Actual payment shall be further regulated by bio-metric based attendance and submission of proof of remittance of EPF, ESI, GST and other similar remittances as well as recoveries on account of omissions/commissions in the performance of duties.
- (b) First Party reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstract etc. First Party further reserves the right to enforce recovery of any over-payment, whenever detected either by deduction/ adjustment from subsequent bills or from the Security Deposit or any other method. If, any under-payment is discovered, the amount shall be duly paid to the Second Party.



President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011

Page 4 of 10



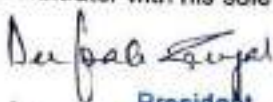
- (c) Second Party shall, as required by the First Party, furnish book of accounts, wage book muster roll, PF returns, License with job on time sheets and other relevant documents as may be necessary to enable the First Party to assess the reasonable amount payable under this contract.

PART-VI TENURE OF CONTRACT

- (a) This Agreement is valid for a period of One year from the start date and will automatically stand terminated on the last day of the contract, unless the First Party through a written communication renews the same.
- (b) Either party may terminate this agreement in whole or in part by giving one month's notice in writing or money in lieu thereof. During the course of Agreement in the event of serious breach of this agreement and /or repeated neglect of duty by the Second Party or its personnel, which the Second Party fails to remedy within a week of having received written notice of the failure, the First Party can terminate the contract in whole or in part, without any notice.
- (c) Both the parties retain right to extend period of contact with mutual agreement.

PART-VII ARBITRATION

- (a) The provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this contract.
- (b) The party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- (c) The Arbitrator shall be appointed by the President of KVAOWA as mutually agreed.
- (d) The Arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- (e) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment, otherwise due or payable to the Second Party shall be withheld on account of such proceedings.
- (f) The Arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate & reasoned award in respect of each dispute.
- (g) The venue of Arbitration shall be within Gurugram, such place, as may be fixed by the arbitrator with his sole discretion.


President

Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



(h) The award of Arbitrator shall be final, conclusive and binding on all parties to this Contract.

(i) The cost of Arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator(s).

PART-VIII FORCE MAJEURE

The obligations of the First Party and the Second Party will be suspended when either party is subject to Force Majeure which can be termed as civil disturbance, riots, strikes, tempest, acts of God, emergency states, etc.

PART-IX LAWS GOVERNING THE CONTRACT:

The Indian laws in force shall govern this contract and courts of law in Gurgaon shall have jurisdiction on any dispute about any of the terms of Contract and that the parties to this agreement exclude the jurisdiction of other courts.

PART-X OTHER TERMS & CONDITIONS OF THE CONTRACT

(a) Subject to otherwise provided in this contract, all notices to be given on behalf of First Party and all other actions to be taken on its behalf may be given by the President / Secretary or the Estate Manager or any officer for the time being entrusted with such functions, duties and powers.

(b) All instructions, notices and communications etc., under the Contract shall be given in writing and be sent by the Registered post to the last place of abode or business of the Second Party, shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.

(c) The Second Party or its representative shall be in attendance at the work place during the working hours and shall superintend the execution of the works with such additional assistance as the First Party may consider necessary. Orders given to the Second Party's representative shall be considered to have the same force as if they had been given to the Second Party itself.

The Second Party and the First Party acknowledge that this agreement and these conditions contain the whole Agreement between the parties and they have not relied upon any oral representation made by the either Party or their employees or agents.

Annexures I-V enclosed with this Agreement and referred to above form integral part of the Contract.

Deepa Gupta

President

Kendriya Vihar Apartment Owners
Welfare Association (KVADWA) Sector-56
Gurugram (Haryana)-122011

Page 6 of 10



In Witness whereof the parties hereunto have set and subscribed their hands the day, month and year herein before mentioned and bind themselves, their heirs and successors.

Deepali Sengal

President, Kendriya Vihar
Apartment Owners Welfare
Association (KVAOWA)
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011

[Signature]
For M/s Omax Security
Services Private Limited,

Witness:-

1. *[Signature]* RITU

2. Manish Manish

Witness:-

1. *[Signature]* AJIT KUMAR TIWARI

2. Manoj Kumar *[Signature]*

ATTESTED
[Signature]

Notary Public
Govt. of India

31 MAY 2023

Page 7 of 10



Annexure I

SERVICES TO BE RENDERED BY THE SWEEPING & CLEANING AGENCY

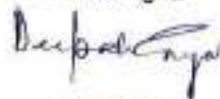
1. To provide Sweeping & Cleaning staff for doing day to day operations at KVAOWA.
2. To ensure orderly and trouble-free operation of scheduled and authorized functions and activities held in the premises in and around KVAOWA premises.
3. To attend periodic performance review meetings as and when organized by the management.
4. To arrange training of the Sweeping & Cleaning staff personnel in respect of the tasks being performed by them on a regular basis.
5. Any other work not specifically mentioned above but necessary for or incidental to the above items of work

Annexure II

SWEEPING AND CLEANING CONTRACT

SCOPE OF WORK

1. Keeping roads, areas, common areas of residential blocks, office building, community halls including stairs and terraces clean.
2. **Mopping all the common areas of blocks in all the floors at least on alternate days and using phenyl at least two times in a week.**
3. Mopping of all lift cars' floors daily with phenyl/disinfectant.
4. Removing cob, webs in all common areas of all the floors and stilts of the blocks once in a week.
5. Dusting and Swabbing of all the iron railings of all the floors in all blocks daily.
6. Cleaning of concrete Jalis and Chhajjas of all the floors of MS Building once in a fortnight.
7. **Cleaning of roofs of all the blocks once in a fortnight.**
8. Cleaning and Swabbing of Fire Boxes once in a week.
9. Daily cleaning of all Toilets of CC-I & CC-II, common toilets under MS Blocks, toilet near Gate No. 1 and any other toilet to be constructed in future.
10. Cleaning & washing with phenyl of all dustbin cabins at all the floors of MS Buildings once in fortnight.



President

Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011

Page 8 of 10



Ensuring that there is no blockage in the Sewer lines or in Gully trap and removing the blockage as and when noticed.

2. Any other work not specifically mentioned above but necessary for or incidental to the above items of work.

3. Any deficiency found in performing the duty will be penalised by imposing a fine as decided by the Management.

Annexure III

Details of Sweeping & Cleaning Staff

S. No	Category	Nos.
1	VSW (Voluntary Social Worker)	34
2	Supervisor	01
3	Sewer Man (VSM)	01
4	Sewer Man Helper (VSM)	01

N. B.

Detailed duty of each personnel will be prepared by the Sweeping & Cleaning Agency in consultation with KVAOWA Management for compliance.

Annexure IV

Detailed instructions for the Sweeping & Cleaning staff

1. The staff should always be available on mobile phones.
2. Duty roster of staff and their place of deployment shall be displayed in the Guards room; copy of the same shall be provided to the Management daily by 10 AM.
3. The First Party reserves the right and authority to amend or introduce any instructions. The Second Party shall comply with all such decisions / instructions of the First Party taken during contractual period in relation to the maintenance of Sweeping & Cleaning of the property of the client.



President

Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011



11. Ensuring that there is no blockage in the Sewer lines or in Gully trap and removing the blockage as and when noticed.
12. Any other work not specifically mentioned above but necessary for or incidental to the above items of work.
13. Any deficiency found in performing the duty will be penalised by imposing a fine as decided by the Management.

Annexure III

Details of Sweeping & Cleaning Staff

S. No	Category	Nos.
1	VSW (Voluntary Social Worker)	34
2	Supervisor	01
3	Sewer Man (VSM)	01
4	Sewer Man Helper (VSM)	01

N. B.

Detailed duty of each personnel will be prepared by the Sweeping & Cleaning Agency in consultation with KVAOWA Management for compliance.

Annexure IV

Detailed instructions for the Sweeping & Cleaning staff

1. The staff should always be available on mobile phones.
2. Duty roster of staff and their place of deployment shall be displayed in the Guards room; copy of the same shall be provided to the Management daily by 10 AM.
3. The First Party reserves the right and authority to amend or introduce any instructions. The Second Party shall comply with all such decisions / instructions of the First Party taken during contractual period in relation to the maintenance of Sweeping & Cleaning of the property of the client.

Deepak Singh

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-5B
Gurgaon (Haryana)-122011



Annexure V

Rates agreed upon for payment to Manpower under the contract.

S. No.	Particulars	Basic Rate As per MW	ESI Contribution (3.25%)	EPF Contribution (13%)	Agency's Service Charge (375%)	Total Amount
1	VSW (Voluntary Social workers)	11690.67	380	1519.8	483	14029
2	Supervisor	12888.97	419	1675.6	483	15467
3	Sewer Man (VSW)	10098.88	329	1312.9	379	12119
4	Sewer Man Helper (VSW)	10098.88	329	1312.9	379	12119
Gross amount without GST					Total	493970/-

Annexure VI

4. **PENALTY CLAUSE:** Any lapse or violation on the part of Manpower on the above instructions will invite a penalty of Rs. 100/- (Rs. One Hundred Only) only for one occasion. Absence from duty or sleeping on duty of the Manpower will be considered a serious lapse. The penalty may be increased if the lapses and violations are repeated again and again. In the case of theft and losses/ damage due to the negligence of Manpower, penalty will be decided based on the quantum of loss.

Deepak Singh

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



Date: 10/1

Annexure
Details of Manpower and cost

S. No.	Particulars	Basic rate	ESIC (3.25%)	EPF (13%)	Service Charge (5%)	CTC	No. of Man power	Total
1	DG Set /Pump Op	12888.97	419	1676	483	15467	4	15467
2	Electrician	12888.97	419	1676	483	15467	3	15467
3	Electrical Helper	12275.12	399	1596	460	14730	1	14730
4	Plumber	12275.12	399	1596	460	14730	3	14730
5	Gardener	11133.96	362	1447	418	13361	16	13361
6	Gardener Helper	11133.96	362	1447	418	13361	1	13361
7	Carpenter (Skilled)	12888.97	419	1676	483	15467	1	15467
8	Welder (Skilled)	12888.97	419	1676	483	15467	1	15467
Total Amount								471655/-

Deepak Goyal

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gerugram (Haryana)-122011

Page 10 of 15



For quite some time we had been facing problem in regard to manpower deployment and house keeping services. It was, therefore decided in the EC meeting to call for tenders for Manpower and House-keeping services. In response thereto, the following vendors sent their quotations:

- (i) M/s Omax Security Services Pvt. Ltd.
- (ii) M/s B.N. Facility & Management Services
- (iii) M/s ANG Secure Pvt. Ltd.
- (iv) M/s Bhagwati International
- (v) M/s Kulwant Singh Security Agency

2. Out of these 5 tenderers, only two Viz. M/s Omax Security Services and M/s Bhagwati International were found to be meeting our requirements both technically and financially. Both these vendors were called by OB Group for a meeting in the office for negotiations. In the case of M/s Bhagwati International (L1), their quotation for Manpower Services was Rs.4,65,014/- p.m. and Rs.443921/- p.m. for House-keeping services. It was observed that their rates in certain cases were below the Minimum wages notified by the Haryana Government. In discussion their representative appeared to be adamant to revise the rates.

3. M/s Omax Security (L 2), the other vendor, quoted Rs.516691/- p.m. for House Keeping Services and Rs. 471661/- p.m. for Manpower services. Since the rates quoted by them appeared to be on the higher side, their representative was asked to have a relook and revise the rates further. After a detailed discussion, he has agreed to revise their quotation as follows:

Manpower Services Rs. 4,71,655/- p.m.
House-keeping Services Rs. 4,93,970/- p.m.

4. We have already terminated the contract of the present vendor M/s Prehari Cyber Security Services with effect from 30th June, 2022 on account of their unsatisfactory service record and poor attendance of manpower deployed for house-keeping. We may, therefore seek approval of EC to award the Manpower & House-keeping services' contract to M/s Omax Security Services Pvt. Ltd. for one year at the rates quoted above.

S. C. Bahl
(S.C. Bahl)
Secretary, KVAOWA
16.6.2022

President

AM (0)

Yes Sir.
17/6/22

The above matter came up for discussion as an Agenda item in the EC meeting on 19.06.2022. The EC approved the award of contract for both Manpower and House-keeping Services to M/s Omax Security Services Pvt. Ltd. Pl. issue work order after issue of minutes of EC.

S. C. Bahl
20/6/22



OMAX SECURITY SERVICES PRIVATE LIMITED

(AN ISO : 9001-2015 CERTIFIED COMPANY)

Regional off. : Shop No. 205, Second Floor, Vardhman Mayur Market, C.S.C. MIG Pocket-6, Mayur Vihar, Phase-III, Delhi-110096
Tel. No : 011-22716886 | E-mail : delhi@omaxsecurityservices.com | Website : www.omaxsecurityservices.com

Annexure C

FINANCIAL BID

SWEEPING AND CLEANING CONTRACT

A. QUOTATION PER PERSONNEL

L. No.	Particulars	Numbers	Basic Rate	EPF + ESIC Contribution (13+3.25 %)	Agency's Service Charge (3.75 %)	Total Amount
1	2	3	4	5	6	7
1	VSW (voluntary Social worker)	34	12889	2094	483.34	525870
2	Supervisor	1	12889	2094	483.34	15467
3	Sewer Man (VSW)	1	10099	1641	378.71	12119
4	Sewer Man Helper (VSW)	1	10099	1641	378.71	12119
Gross amount Without GST						565574

Rates quoted to be all inclusive with no add- ones.

B. BREAKUP OF THE AMOUNT QUOTED

SL. No	Particulars	Basic Rate As per MW	ESI Contribution (3.25%)	EPF Contribution (13%)	Agency's Service Charge (3.75 %)	Total Amount
1	VSW (voluntary Social worker)	12888.97	419.0	1675.6	483	15467
2	Supervisor	12888.97	419.0	1675.6	483	15467
3	Sewer Man (VSW)	10098.88	329.0	1312.9	379	12119
4	Sewer Man Helper (VSW)	10098.88	329.0	1312.9	379	12119

Note-I Taxes and statutory remittance shall be paid by the society on reimbursement basis subject to submission of proof of their actual payment by the service provider.

Note-II As per the society's understanding, Gst is payable on the agency's Service Charge component as specified in statement A column (6) above.



Corp. Office : A Surdeep Building, 2nd Floor, Jopling Road, Near Dainik Jagran Crossing, Lucknow-226001 (U.P.)

Tel : 0522-4956602 | Fax No : 0522-3075294

E-mail : lucknow@omaxsecurityservices.com | Website : omaxsecurityservices.com



OMAX SECURITY SERVICES PRIVATE LIMIED

(AN ISO : 9001-2015 CERTIFIED COMPANY)

Regional off. : Shop No. 205, Second Floor, Vardhman Mayur Market, C.S.C. MIG Pocket-6, Mayur Vihar, Phase-III, Delhi-110096
Tel. No : 011-22716886 | E-mail : delhi@omaxsecurityservices.com | Website : www.omaxsecurityservices.com

Annexure C

MANPOWER CONTRACT (Tentative requirements)

A. QUOTATION PER PERSONNEL

SL. No.	Particulars	Numbers	Net rates Per unit Without statutory Remittance	EPF + ESIC Contribution (13+3.25 %)	Agency's Service Charge Component (3.75%)	Total amount
1	2	3	4	5	6	7=(4+5+6)x3
1	DG Set/Pump operator	4	12889.0	2094	483	51857
2	Electrician	6	12889.0	2094	483	92801
3	Electrician Helper	1	12275.1	1995	460	14730
4	Plumber	3	12275.1	1995	460	44190
5	Gardeners	17	11134.0	1809	418	227133
6	Gardener Helper	0	11134.0	1809	418	0
7	Carpenter	1	12889.0	2094	483	15467
8	Welder	1	12889.0	2094	483	15467
Rates quoted to be all inclusive with no add- ones.						Gross amount Without GST
						471655

B. BREAKUP OF THE AMOUNT QUOTED

SL. No	Particulars	Basic Rate As per MW	ESI Contribution (3.25%)	EPF Contribution (13%)	Agency's Service Charge (3.75 %)	Total Amount
1	DG Set/Pump operator	12888.97	419	1676	483	15467 ✓
2	Electrician	12888.97	419	1676	483	15467 ✓
3	Electrician Helper	12275.12	399	1596	460	14730 ✓
4	Plumber	12275.12	399	1596	460	14730 ✓
5	Gardeners	11133.96	362	1447	418	13361
6	Gardener Helper	11133.96	362	1447	418	13361
7	Carpenter	12888.97	419	1676	483	15467
8	Welder	12888.97	419	1676	483	15467 ✓

Note-I Taxes and statutory remittance shall be paid by the society on reimbursement basis subject to submission of proof of their actual payment by the service provider.



KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA)
KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) - 122011
(Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013)
Tel. 0124-2392393; 2572817, Email: kv006_gurgaon@yahoo.co.in; Email: info@kvgurgaon.com
Web-site: kvgurgaon.com, blog: <https://kvgurgaontest.wordpress.com>

No. KVAOWA/GGN/2022/113/2950

Dated: 23rd June, 2022

To,

M/s Omax Security Services Private Limited,
Shop No. 205, Second Floor, Vardhman Mayur Market,
C.S.C. MIG Pocket-6, Mayur Vihar, Phase-III,
Delhi-110096.

Sub: Contract for Manpower Service work in Kendriya Vihar, Sector-56, Gurugram-Work Order - Reg.

Dear Sir,

KVAOWA hereby accords acceptance of your revised offer dated 11th June, 2022 for providing Manpower for Technical and Horticulture Service at the cost of @ **Rs. 4,71,655/- (Rs. Four Lakhs Seventy One Thousand Six Hundred Fifty Five Only)** per month as per list attached (**Annexure-C**) for discharging duties mentioned broadly in the Tender Documents, more pertinently in **Annexure A** thereof and as elaborated during various discussions with the management. **GST as applicable shall be reimbursed on production of proof of remittance.**

2. You may specifically note that

- i) The firm (Contractor) shall be the employer of the manpower provided by it as per Annexure- C and shall be responsible for compliance of all the statutory laws/rules, etc.
- ii) The firm (Contractor) will have to supervise the working of manpower engaged and submit their attendance everyday. In case of any lapse on the part of staff (Manpower) for performing work assigned to them, the contractor will be held responsible and penalty shall be imposed as per directions of Management of KVAOWA besides proportionate deduction of wages.
- iii) The firm (Contractor) will make alternate arrangement in case of absence of any staff member due to sickness or any such other reason and inform such arrangement to KVAOWA.
- iv) Quantum of manpower may be modified as per requirements of KVAOWA with prior intimation.

- v) If any member of staff employed by the Contractor does not obey the orders of Management/ E.C. Member of KVAOWA he will be marked absent and amount equal to one day salary will be deducted from the bill of the contractor, besides penalty.
- vi) The firm (Contractor) will ensure to deploy trained, experienced and uniformed staff member. In case of violation, penalty will be imposed by the management of KVAOWA.
- vii) Bills as per format, giving full particulars of attendance based on bio-metric system output, will have to be given before 2nd of each month and payment to staff should be disbursed before 7th of each month.
- viii) KVAOWA reserves the right to cancel agreement without assigning any reason whatsoever.
- ix) Electrician deployed for work should be ITI Certificate or Licence holder. ?
- x) ☒ Supervisor (Tech.) should be Diploma holder in Electricity. ☒
- xi) The firm will execute Agreement on non judicial Stamp paper within a week of the work Order.
- xii) ☒ The Firm (Contractor) will issue ID Cards to workers for entry in Kendriya Vihar to perform their duties after Police Verification. ?
3. ☒ A security Deposit (Refundable after expiry of Contract) as per the Tender Document terms and conditions, of **Rs. 4,00,000/- (Rs. Four Lakhs Only)** will be required to be deposited by you along with acceptance of this work order and no interest will accrue to you on this security deposit.
4. ☒ You are also requested to submit the details of the staff deployed along with the Police verification and complete all formalities so as to take over from **01st July, 2022**.


(S.C. Bahl)
Secretary, KVAOWA



OMAX SECURITY SERVICES PRIVATE LIMIED

(AN ISO : 9001-2015 CERTIFIED COMPANY)

Regional off. : Shop No. 205, Second Floor, Vardhman Mayur Market, C.S.C. MIG Pocket-6, Mayur Vihar, Phase-III, Delhi-110096
Tel. No : 011-22716886 | E-mail : delhi@omaxsecurityservices.com | Website : www.omaxsecurityservices.com

Annexure C

MANPOWER CONTRACT (Tentative requirements)

A. QUOTATION PER PERSONNEL

SL. No.	Particulars	Numbers	Net rates Per unit Without statutory Remittance	EPF + ESIC Contribution (13+3.25 %)	Agency's Service Charge Component (3.75%)	Total amount
1	2	3	4	5	6	7=(4+5+6)x3
1	DG Set/Pump operator	4	12889.0	2094	483	61867
2	Electrician	6	12889.0	2094	483	92801
3	Electrician Helper	1	12275.1	1995	460	14730
4	Plumber	3	12275.1	1995	460	44190
5	Gardeners	17	11134.0	1809	418	227133
6	Gardener Helper	0	11134.0	1809	418	0
7	Carpenter	1	12889.0	2094	483	15467
8	Welder	1	12889.0	2094	483	15467
Rates quoted to be all inclusive with no add- ones.						Gross amount Without GST
						471655

B. BREAKUP OF THE AMOUNT QUOTED

SL. No	Particulars	Basic Rate As per MW	ESI Contribution (3.25%)	EPF Contribution (13%)	Agency's Service Charge (3.75 %)	Total Amount
1	DG Set/Pump operator	12888.97	419	1676	483	15467 ✓
2	Electrician	12888.97	419	1676	483	15467 ✓
3	Electrician Helper	12275.12	399	1596	460	14730 ✓
4	Plumber	12275.12	399	1596	460	14730 ✓
5	Gardeners	11133.96	362	1447	418	13361
6	Gardener Helper	11133.96	362	1447	418	13361
7	Carpenter	12888.97	419	1676	483	15467
8	Welder	12888.97	419	1676	483	15467 ✓

Note-I Taxes and statutory remittance shall be paid by the society on reimbursement basis subject to submission of proof of their actual payment by the service provider.


OFFICIAL MANAGER

Corp. Office : A Surajdeep Building, 2nd Floor, Jopling Road, Near Dainik Jagran Crossing, Lucknow-226001 (U.P.)

Tel : 0522-4956602 | Fax No : 0522-3075294

E-mail : lucknow@omaxsecurityservices.com | Website : omaxsecurityservices.com

OMAX SECURITY SERVICES PVT. LTD.

BREAK-UP OF RATES

AS PER HARYANA GOVT. NOTIFICATION WEF 01.01.2022

RATE BREAKUP FOR 8 HRS 26 DAYS

Sl. No.	Particulars	%age	Supervisor (Skilled)
1	Minimum Wages (26 Days)		12888.97
2	Sup. Allow		1000
3	Conveyance		1000
4	ESIC on S.No. 1,2 & 3	3.25	483.89
5	PF	13	1675.57
6	Uniform		0.00
7	SUB TOTAL		17048.43
8	LWF	0.4%	68.19
9	SUB TOTAL		17116.62
10	Management Fee	3.75	642
11	GRAND TOTAL		17758

NOTE:-

1. The above rates are subject to revision as per the order of the competent authority from time to time.
2. GST as applicable will be charged on gross billing amount.

For Omax Security Services Pvt. Ltd.

BRANCH MANAGER

**OMAX SECURITY SERVICES PVT.LTD. FOR SWEEPING CLEANING
CONTRACT FOR DIFFERENCE AMOUNT FOR MONTH OF APRIL, 2024**

Name	QTY	New Amount as per MW 01.01.2024	Old Amount	Difference Amount	Total Amount
Supervisor	1	16731	15467	1264	1264
VSW	34	15175	14029	1146	38964
Sewer Man	1	13109	12119	990	990
Sewer Man Helper	1	13109	12119	990	990
				Total amount=	42208
				Add 18 % GST	7597
			Total Difference Amount		49805

less TDS 2% (-)

846

48961

TOTAL Payable Amt checked

It may be approved
Secretary KVAFSU

06/6/24

As per the decision in the EC meeting held on 2.6.2024 the amount of OMAX cleaning staff for the month of April 2024 submitted for approval for Rs. 49805/-
President (KVAFSU)
6/6/24

Deepak Singh
7/6/24

Member (Secy)

**OMAX SECURITY SERVICES PVT. LTD. FOR MANPOWER CONTRACT
FOR DIFFERENCE AMOUNT FOR MONTH OF APRIL, 2024**

Name	QTY	New Amount as per MW 01.01.2024	Old Amount	Difference Amount	Total Amount
DG/Operator	4.5	16731	15467	1264	5688
Electrician	6	16731	15467	1264	7584
Electrician Helper	1	15934	14730	1204	1204
Plumber	3	15934	14730	1204	3612
Mali	17	14453	13361	1092	18564
Welder	1	16731	15467	1264	1264
				Total Amount	37916
				Add 18% GST	6825
				Total	44741/-

less TDS 2% Amt 37916/- ₹ 758/-

TOTAL Payable Amt

43983

It may be approved.

Secretary (K.V.A. & O.A.)

As per the request of OMAX for revision wage

of Govt of Haryana w.e.f from April 2024. On this regard, it has been decided in the EC meeting held on 2/6/2024 to give the amount from April 2024 and implement from May 2024 on wards by entering the request submitted for approval of Rs. 44741/- 6/6/24 29

Disapproved
7/6/24
President (K.V.A. & O.A.)

7/6/24

with 8x.5 changes

(B) FINANCIAL BID FORM, Sarvatra Integrated Management Service Pvt. Ltd.

The tenderers may please quote their complete rates. The rates should be competitive. All statutory requirements will be the responsibility of the tenderer. The Tenderer shall quote the cost of the services in the following format:

Sl. No.	Manpower	12/8 hourly duty	wage component in any form (Per person rate)	Charges towards statutory compliances (Per person rate)	Service Charge (Unit rate)	Total cost to the Society (Per person rates for 30 dsys)
1	DG Set /Water Pump Operator (3)	8	16622	5479	1768	23869
2	DG Set /Water Pump Operator (1)	12	22524	5662	2255	30411
3	Electrician (6)	8	16622	5479	1768	23869
4	Electrician Helper (6)	8	13673	4787	1477	19937
5	Plumber (3)	8	16622	5479	1768	23869
6	Gardner (16)	8	13738	4978	1497	20213
7	Gardner Helper (1)	8	13170	4772	1435	19377
8	Carpenter (1)	8	16622	5479	1768	23869
9	Welder (1)	8	17630	5512	1851	24993

General Terms & Conditions:

1	The quoted rates are as per Minimum Wages applicable wef 01 Jan 2024 and will be revised as & when the Minimum Wages will be revised by the Govt. of Haryana State.
2	The GST will be charged extra as applicable.
3	The spares Parts/AMC Charges/ OEM Maintenance Routines Charges/ Consumables will be Invoiced on actual basis along with applicable Management Fees.
4	The quoted rates are for services as shown above.
5	The manpower can be increased/ decreased according to the requirement of the site.
6	The Invoices will be prepared and raised according to actual attendance basis.
7	The Gratuity will be invoiced on actuals along with applicable Management Fees as per applicable Labour Laws
8	The House Keeping Consumable/ Horticulture Consumables will be invoiced on actuals along with applicable management fees.
9	Hand Tools/ Machines Tools will be supplied on rental basis.
10	Plants/ Flower/ Sessional Plants/ will be invoiced extra along with applicable management fees.

Shubh
13/7/2024

Satish
13/7/24

Opened today
at 5.00 pm.

Deepak Singh
13.7.2024



Sarvatra - Financial Break up for Manpower Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jan 2024

Sno	Description	DG Set/Water Pump Operator (Skilled) (8 hrs) 3 Nos	DG Set/Water Pump Operator (Skilled) (12 hrs) 1 Nos	Electrician (Skilled) 8 hrs, 6 Nos	Electrician Helper (Unskilled) 8 hrs, 1 No	Plumber (skilled) 8 hrs, 3 No	Gardener (Semi skilled) 8 hrs, 16 No	Gardener Helper (Unskilled) 8 hrs, 1 No	Carpenter (skilled) 8 hrs, 1 No	Welder (skilled) 8 hrs, 1 No	Remarks
1	Basic Applicable	12647	12647	12647	10925	12647	11471	10928	12647	12647	12647 Wages
2	4 hrs wages	0	6323.5	0	0	0	0	0	0	0	0 Wages
	HRA	1265	0	1265	505	1265	0	70	1265	2129	Wages
	Bonus 8.33% of										
3	Minimum Wages	1053.50	1053.50	1053.50	910.05	1053.50	955.53	910.30	1053.50	1053.50	Compliance
4	Leave 32 days	1297.13	1297.13	1297.13	1120.51	1297.13	1176.51	1120.82	1297.13	1297.13	Compliance
5	Sub Total 1	16262.62	21321.12	16262.62	13460.57	16262.62	13603.05	13029.12	16262.62	17126.62	
6	Reliever 1/6 charges	2710.44	3553.52	2710.44	2243.43	2710.44	2267.17	2171.52	2710.44	2854.44	Compliance
	Sub Total 2 Gross	18973.06	24874.64	18973.06	15703.99	18973.06	15870.22	15200.64	18973.06	19981.06	
7	wages for 30 days										
8	Statutory Compliances Employee										
	EPF @ 12% of Basic + Bonus + Leave limited to 15000/- max.	1799.71	1799.71	1799.71	1554.67	1799.71	1632.37	1555.09	1799.71	1799.71	
a	ESIC @ 0.75% of										
b	Gross	142.30	0.00	142.30	117.78	142.30	119.03	114.00	142.30	149.86	
c	LWF	31.00	31.00	31.00	31	31	31	31	31	31	
	Total Deduction	1973.01	1830.71	1973.01	1703.45	1973.01	1782.39	1700.10	1973.01	1980.57	
	Net Salary	17000.05	23043.93	17000.05	14000.55	17000.05	14087.83	13500.54	17000.05	18000.49	
9	Statutory Compliances Employer										



	EPF @ 13.00% of basic + Leave + Bonus Limited to 1500/- max	1949.69	1949.69	1949.69	1949.69	1768.40	1684.69	1949.69	1949.69	Compliance
a	ESIC @ 3.25% of Gross/ Medical Insurance	616.62	800.00	616.62	510.38	616.62	494.02	616.62	649.38	Compliance
b	LWP	62.00	62.00	62.00	62	62	62	62	62	Compliance
c	Gratuity @4.81% of Basic	0.00	0.00	0.00	0	0	0	0	0	Compliance as applicable
d	Uniform	300.00	300.00	300.00	300	300	300	300	300	Compliance
e	Hand Tools/ppe	200.00	200.00	200.00	200	200	200	200	200	Compliance
f	Maternity leave As applicable	0.00	0.00	0.00	0	0	0	0	0	Compliance as applicable
g	Sub Total 3	3128.32	3311.69	3128.32	2756.60	3128.32	2740.71	3128.32	3161.08	
7	Employer	22101.38	28186.23	22101.38	18460.60	22101.38	17941.35	22101.38	23142.14	
10	CTC									
	Statutory Compliance	5478.94	5662.31	5478.94	4787.17	5478.94	4771.83	5478.94	5511.70	
	Salary/ Wages	16622.44	22524.02	16622.44	13673.43	16622.44	13169.52	16622.44	17630.44	

[Signature]



Sarvatra - Financial Break up for Manpower Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jan 2024

Sno	Description	DG Set/Water Pump Operator (Skilled) (8 hrs) 3 Nos	DG Set/Water Pump Operator (Skilled) (12 hrs) 1 Nos	Electrician (Skilled) (8 hrs, 6 Nos)	Electrician Helper (Unskilled) (8 hrs, 1 No)	Plumber (skilled) 8 hrs, 3 No	Horticulture Supervisor (skilled) 8 hrs, 1 No	Gardener (Semi skilled) 8 hrs, 13 No	Gardener Helper (Unskilled) 8 hrs, 0 No	Carpenter (skilled) 8 hrs, 0 No	Welder (skilled) 8 hrs, 1 No	Remarks
1	Basic Applicable Minimum Wages	12647	12647	12647	10925	12647	12647	11471	10928	12647	12647	Wages
2	4 hrs wages	0	5323	0	0	0	0	0	0	0	0	Wages
	HRA	2465	3344	2465	2144	3976	5058.8	668	730	2465	4983	Wages
	Other Allowances						932					
3	Bonus 8.33% of Minimum Wages	1053.50	1053.50	1053.50	910.05	1053.50	1053.50	955.53	910.30	1053.50	1053.50	Compliance
4	Leave 32 days	1297.13	1297.13	1297.13	1120.51	1297.13	1297.13	1176.51	1120.82	1297.13	1297.13	Compliance
7	Sub Total 1 Gross wages	17462.62	23664.62	17462.62	15099.57	18973.62	20988.42	14271.05	13689.12	17462.62	19980.62	
8	Statutory Compliances Employee											
a	EPF @ 12% of Basic + Bonus + Leave limited to 15000/- max.	1799.71	1799.71	1799.71	1554.67	1799.71	1800.00	1632.37	1555.09	1799.71	1799.71	
b	ESIC @ 0.75% of Gross	130.97	0.00	130.97	113.25	142.30	157.41	107.03	102.67	130.97	149.85	
c	LWF	31.00	31.00	31.00	31	31	31	31	31	31	31	
	Total Deduction	1961.68	1830.71	1961.68	1698.91	1973.02	1988.41	1770.40	1688.76	1961.68	1980.57	
	Net Salary	15500.94	21833.91	15500.94	13400.65	17000.61	19000.01	12500.65	12000.36	15500.94	18000.05	
	Statutory Compliances Employer											

a	EPF @ 13.00% of basic + Leave + Bonus Limited to 15000/- max	1949.69	1949.69	1684.22	1949.69	1684.40	1684.69	1949.69	1949.69	1949.69	Compliance
b	ESIC @ 3.25% of Gross/Medical Insurance	567.54	800.00	490.74	616.64	463.81	444.90	567.54	649.37	649.37	Compliance
c	LWF	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	62.00	Compliance
d	Gratuity @4.81% of Basic	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Compliance as applicable
e	Uniform	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	Compliance
f	Hand Tools/ PPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Compliance
g	Maternity Leave As applicable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Compliance as applicable
7	Sub Total 3 Employer	2879.23	3111.69	2536.96	2928.33	2594.21	2491.58	2879.23	2961.06	2961.06	
10	CTC	20341.85	26776.31	17636.52	21901.96	16865.25	16180.71	20341.85	22941.68	22941.68	
	Statutory Compliance	5230.00	5463.00	4568.00	5279.00	4727.00	4523.00	5230.00	5312.00	5312.00	
	Salary/ Wages	15112.00	21314.00	13069.00	16623.00	12139.00	11658.00	15112.00	17630.00	17630.00	

Manpower Management Fees@6% Billing Amount

1221.00 / 28384.00 / 21563.00 / 1059.00 / 23217.00 / 25472.00 / 17152.00 / 21563.00 / 24319.00

971.00 1221.00 1377.00

1st Rate.
with 8% S.C. charge

(B) FINANCIAL BID FORM, Sarvatra Integrated Management Service Pvt. Ltd.

The tenderers may please quote their complete rates. The rates should be competitive. All statutory requirements will be the responsibility of the tenderer. The Tenderer shall quote the cost of the services in the following format:

Sl. No.	Manpower	12/8 hourly duty	wage component in any form (Per person rate)	Charges towards statutory compliances (Per person rate)	Service Charge (Unit rate)	Total cost to the Society (Per person rates for 30 days)
1	Voluntary Social Worker (VSW) (34)	8	13170	4571	1419	19160
2	Supervisor (1)	8	18630	6344	1998	26972
3	Sewer Man (1)	8	13883	4783	1493	20159
4	Sewer Man Helper (1)	8	13170	4571	1419	19160

General Terms & Conditions:

1	The quoted rates are as per Minimum Wages applicable wef 01 Jan 2024 and will be revised as & when the Minimum Wages will be revised by the Govt. of Haryana State.
2	The GST will be charged extra as applicable.
3	The spares Parts/AMC Charges/ OEM Maintenance Routines Charges/ Consumables will be invoiced on actual basis along with applicable Management Fees.
4	The quoted rates are for services as shown above.
5	The manpower can be increased/ decreased according to the requirement of the site.
6	The Invoices will be prepared and raised according to actual attendance basis.
7	The Gratuity will be invoiced on actuals along with applicable Management Fees as per applicable Labour Laws
8	The House Keeping Consumable/ Horticulture Consumables will be invoiced on actuals along with applicable management fees.
9	Hand Tools/ Machines Tools will be supplied on rental basis.
10	Plants/ Flower/ Sessional Plants/ will be invoiced extra along with applicable management fees.



Opened today

13.7.2024

5-00 pm.

Signature
13.7.2024

Sarvatra - Financial Break up for House Keeping Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jan 2024

Sno	Description	Supervisor (Skilled) (8 hrs) 1 Nos	Voluntary Social Worker (VSW)	Sewer Man (Semi Skilled) 8 hrs, 1 Nos	Sewer Man Helper (Unskilled) 8 hrs, 1 No	Remarks
1	Basic Applicable Minimum Wages	12647	10925	11471	10925	Wages
2	HRA	3875	424	500	424	Wages
3	Bonus 8.33% of Minimum Wages	1053.50	910.05	955.53	910.05	Compliance
4	Leave 32 days	1297.13	1120.51	1176.51	1120.51	Compliance
5	Sub Total 1	18872.62	13379.57	14103.05	13379.57	
6	Reliever 1/6 charges	2107.83	1820.83	1911.83	1820.83	Wages
7	Sub Total 2 Gross wages for 30 days	20980.46	15200.40	16014.88	15200.40	
8	Statutory Compliances Employee					
a	EPF @ 12% of Basic + Bonus + Leave limited to 15000/- max.	1799.71	1554.67	1632.37	1554.67	
b	ESIC @ 0.75% of Gross	157.35	114.00	120.11	114.00	
c	LWF	31.00	31.00	31.00	31	
	Total Deduction	1988.07	1699.67	1783.48	1699.67	
	Net Salary	18992.39	13500.73	14231.40	13500.73	
9	Statutory Compliances Employer					
a	EPF @ 13.00% of basic + Leave + Bonus Limited to 15000/- max	1949.69	1684.22	1768.40	1684.22	Compliance
b	ESIC @ 3.25% of Gross/ Medical Insurance	681.86	494.01	520.48	494.01	Compliance
c	LWF	62.00	62.00	62.00	62	Compliance
d	Gratuity @ 4.81% of Basic	0.00	0.00	0.00	0	Compliance as applicable
e	Uniform	300.00	300.00	300.00	300	Compliance
f	Communication	1000.00	0.00	0.00	0	compliance
g	Maternity Leave As applicable	0.00	0.00	0.00	0	Compliance as applicable
7	Sub Total 3 Employer	3993.56	2540.24	2650.88	2540.24	
10	CTC	24974.01	17740.64	18665.76	17740.64	
	Statutory Compliances	6344.18	4570.80	4782.93	4570.80	
	Salary/ Wages	18629.83	13169.83	13882.83	13169.83	

Cleaning Kanchanpuri

Sarvatra - Financial Break up for House Keeping Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jan 2024

Sno	Description	Supervisor (Skilled) (8 hrs) 1 Nos	Social Worker (VSW) (Unskilled) 8	Sewer Man (Semi Skilled) 8 hrs, 1 Nos	Sewer Man Helper (Unskilled) 8 hrs, 1 No	Remarks
1	Basic Applicable Minimum Wages	12647	10925	11471	10925	Wages
2	HRA	2876	0	0	0	Wages
3	Bonus 8.33% of Minimum Wages	1053.50	910.05	955.53	910.05	Compliance
4	Leave 32 days	1297.13	1120.51	1176.51	1120.51	Compliance
5	Sub Total 1	17873.62	12955.57	13603.05	12955.57	
6	Reliever 1/6 charges	2107.83	1820.83	1911.83	1820.83	Wages
7	Sub Total 2 Gross wages for 30 days	19981.46	14776.40	15514.88	14776.40	
8	Statutory Compliances Employee					
a	EPF @ 12% of Basic + Bonus + Leave limited to 15000/- max.	1799.71	1554.67	1632.37	1554.67	
b	ESIC @ 0.75% of Gross	149.86	110.82	116.36	110.82	
c	LWF	31.00	31.00	31.00	31	
	Total Deduction	1980.58	1696.49	1779.73	1696.49	
	Net Salary	18000.88	13079.91	13735.15	13079.91	
9	Statutory Compliances Employer					
a	EPF @ 13.00% of basic + Leave + Bonus Limited to 15000/- max.	1949.69	1684.22	1768.40	1684.22	Compliance
b	ESIC @ 3.25% of Gross/ Medical Insurance	649.40	480.23	504.23	480.23	Compliance
c	LWF	62.00	62.00	62.00	62	Compliance
d	Gratuity @ 4.81% of Basic	0.00	0.00	0.00	0	Compliance as applicable
e	Uniform	300.00	300.00	300.00	300	Compliance
f	Communication	1000.00	0.00	0.00	0	compliance
g	Maternity Leave As applicable	0.00	0.00	0.00	0	Compliance as applicable
7	Sub Total 3 Employer	3961.09	2526.46	2634.63	2526.46	
10	CTC	23942.55	17302.86	18149.51	17302.86	
	Statutory Compliances	6312.00	4558.00	4767.00	4558.00	
	Salary/ Wages	17631.00	12746.00	13383.00	12746.00	

Management Fee@7% 1676 1212 1271 1212

Billing Amount 25618.55 18514.86 19420.51 18514.86

Sarvatra - Financial Break up for House Keeping Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jan 2024

Sno	Description	Supervisor (Skilled) (8 hrs) 1 Nos	Social Worker (VSW) (Unskilled) 8	Sewer Man (Semi Skilled) 8 hrs, 1 Nos	Sewer Man Helper (Unskilled) 8 hrs, 1 No	Remarks
1	Basic Applicable Minimum					
2	Wages	12647	10925	11471	10925	Wages
3	HRA	4983	733	1172	733	Wages
4	Bonus 8.33% of Minimum					
5	Wages	1053.50	910.05	955.53	910.05	Compliance
6	Leave 32 days	1297.13	1120.51	1176.51	1120.51	Compliance
7	Sub Total 1 Gross wages	19980.62	13688.57	14775.05	13688.57	
8	Statutory Compliances Employee					
a	EPF @ 12% of Basic + Bonus + Leave limited to 15000/- max.	1799.71	1554.67	1632.37	1554.67	
b	ESIC @ 0.75% of Gross	149.85	102.66	110.81	102.66	
c	LWT	31.00	31.00	31.00	31	
	Total Deduction	1980.57	1688.33	1774.18	1688.33	
	Net Salary	18000.05	12000.23	13000.87	12000.23	
9	Statutory Compliances Employer					
a	EPF @ 13.00% of basic + Leave + Bonus Limited to 15000/- max	1949.69	1684.22	1768.40	1684.22	Compliance
b	ESIC @ 3.25% of Gross/ Medical Insurance	649.37	444.88	480.19	444.88	Compliance
c	LWF	62.00	62.00	62.00	62	Compliance
d	Gratuity @ 4.81% of Basic	0.00	0.00	0.00	0	Compliance as applicable
e	Uniform	300.00	300.00	300.00	300	Compliance
f	Communication	1000.00	0.00	0.00	0	compliance
g	Maternity Leave As applicable	0.00	0.00	0.00	0	Compliance as applicable
7	Sub Total 3 Employer	3961.06	2491.10	2610.59	2491.10	
10	CTC	23941.68	16179.67	17385.63	16179.67	
	Statutory Compliances	6312.00	4522.00	4743.00	4522.00	
	Salary/ Wages	17630.00	11658.00	12643.00	11658.00	
	Manpower	1.00	34.00	1.00	1.00	37.00
	Management Fee @ 6%	1437	971	1044	971	
	Billing Amount	25378.68	17150.67	18429.63	17150.67	

TERMS AND CONDITIONS OF ENGAGEMENT
(ANNEXURE II TO TENDER DOCUMENT)

1) GENERAL:

- A. Vendor Agency shall comply with all requirements under various statutory Labour Laws must be complied with. Any default will be to the liabilities of the Vendor Agency and the Vendor Agency will reimburse any amount paid by the KVAOWA by way of default, interest, and penalty.
- B. The Vendor agency shall undertake to furnish all details as and when asked for by the KVAOWA and will also maintain and produce the satisfaction of the KVAOWA management relevant records of all payments made by the Vendor Agency, which will be intimated to the management, immediately.
- C. The Vendor Agency shall not sub-contract/ assign any part of the "Services" to be performed.
- D. KVAOWA reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- E. KVAOWA reserves the right to accept the tender in whole or in part. The Agency shall be bound to perform the same at his quoted rates.
- F. The KVAOWA authorities shall review performance of the Vendor Agency's work from time to time in which the presence of the senior level officers of the Agency may be required.

2) MANPOWER:

- A. The Vendor Agency shall under no circumstance employ existing employees already working in Kendriya Vihar without approval in writing from KVAOWA.
- B. The Manpower offered by the Vendor Agency shall be within the age group of 21 to 50 years. It shall be 10th qualified except in the case of Gardener where the educational qualification shall be 5th pass. It shall be literate and able to understand Hindi language. Besides, the Manpower should possess requisite licence to discharge the duties for which they are to be deployed.
- C. The Vendor Agency shall employ for the execution of various works, only such persons as are skilled and experienced in their job and submit the list of workers so employed, and the President, Secretary or Estate Manager shall be at liberty to object to and require the Vendor agency to remove from the work any person employed by the Vendor Agency who in the opinion of the such person misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the President/

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024

[Signature]

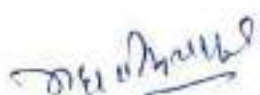


Secretary. Decision of the President KVAOWA in this respect shall be final and binding on the Vendor Agency.

- D. The Vendor Agency shall provide, for security reasons, the following details of the staff, proposed to be deployed viz. total no. of staff proposed to be deployed, their name, age, residential address, category and scale of pay for the proper identification along with recent passport size photograph.
- E. No Manpower supplied shall be a permanent resident of nearby village within 8 Kms radius of Kendriya Vihar.
- F. The Vendor Agency shall pay wages to Manpower employed by it directly through Bank account cheque/transfer which shall not be less than the Minimum Wages and D.A., as notified by Govt. Of Haryana from time to time.
- G. The Vendor Agency shall, wherever applicable, comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Provident Fund & Miscellaneous Provisions Act, 1952, ESIC Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, PSARA 2005, Maternity Benefit Act, 1961 and Contract Labour (Regulations and Abolition) Act, 1970 or the modifications thereof or any other Laws relating thereto and the Rules / Regulations made there under from time to time.
- H. The Vendor Agency shall indemnify the KVAOWA against any payment to be made under and for the observance of the above mentioned Laws and Rules.
- I. The Vendor Agency shall ensure that the workers are properly dressed and in uniforms, as approved by KVAOWA. Identity cards must be carried and displayed by each of the staff at all times movement in the Complex shall be done only for bonafide works. General discipline and good behaviour shall be maintained by the Manpower.
- J. In case of any accident / damage etc. caused due to the negligence of the Manpower deployed by the Vendor Agency, the loss shall have to be made good by the Vendor Agency.
- K. The Manpower deployed by the Vendor Agency shall not accept any gratification or reward in any shape or form from the residents in the Society.
- L. The Vendor Agency shall ensure that the Manpower deployed him shall not engage in any other profession, work or activity against the interest of the Society.
- M. The Vendor Agency shall not at any time do, cause or permit any nuisance in their area of the work or do allow anything which shall cause unnecessary disturbance of inconvenience to residents of the Society. If any Manpower is found creating any nuisance then the Vendor Agency shall remove his services (After making him all the payments and dues) on the specific recommendations of Society Management.

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024



3) CONTRACT PERIOD AND PRICE:

- A. The contract period shall be 3 years from the date of award of work. The contract period may be extended beyond this period on mutually agreed terms.
- B. KVAOWA may terminate the contract during the currency of the contract including the extended period by giving 2 months' notice in case it feels dissatisfied with the services / performances / discharge of obligations under the contract. However, the Vendor Agency cannot terminate the contract during the currency of the tenure except in case of non-payment of contractual payment by giving 2 months' notice. Otherwise, 6 month period is required to enable KVAOWA to make alternative arrangement.
- C. The Tenderer shall quote the rates of Manpower for three years. The rates given by the Tenderer for the manpower shall be firm for the first 12 months. Thereafter, for the second and the third years, the wages shall be revised on an ongoing six-monthly basis as per the percentage increase announced by the Government of Haryana for the corresponding category of the manpower supplied i.e. Highly-Skilled / Skilled / Semi-Skilled / Unskilled etc. Say for example, if the Government of Haryana has hiked the minimum wages by Rs.450/- this amount shall be added to the wage quoted by the Tenderer from the date the increase has taken place during the second and the third years.

Note: The rates finalized are at page 14 & 15, Manpower and Pricing/ Rate Schedule given at page no 14 and 15 of this Agreement. These rates will be revised according to Clause "1" of General Terms and Conditions at page 14 & 15, Manpower and Pricing/ Rate schedule on Page 14 and 15 of the Agreement.

4) SECURITY DEPOSIT:

- A. Successful bidder will have to remit Security Deposit of Rs.400000/- (Rupees Four Lakhs Only) within 30 days of communication of award of contract by KVAOWA through a bank draft / Electronic Transfer in favour of KVAOWA. No interest shall be payable to the Vendor Agency under any circumstances against the security deposit furnished / recovered from the Vendor Agency by KVAOWA. Ten percent of the Security Deposit Amount shall be deductible in case the bidder fails to commence the work within 45 days of the award of work for reasons whatsoever or if the bidder fails to supply required manpower during the currency of contract.
- B. 50% of the Security Deposit Amount will be refunded on successful completion of the contract. Balance 50% of the Security Deposit Amount will be refunded within 3 months, after settlement of the final bill. KVAOWA reserves the rights to forfeit the Security Deposit Amount in case the Vendor Agency withdraws its services without proper notice.

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024

[Handwritten Signature]



5) SUPERVISION BY KVAOWA:

- A. Estate Manager (EM) / Manager (Electrical) his/her representative of anybody authorised in this behalf by the Management shall watch / supervise the duties and test and examine any material to be used or workmanship employed in connection with the works.
- B. If the Vendor Agency is dissatisfied with any decision of the EM or his/her representative(s) he shall be entitled to refer the matter to the president who shall there upon confirm, revise or reverse or vary such decision.
- C. EM / Manager (Electrical) / Management will issue a certificate of satisfaction of work being done by the Vendor Agency in and appropriate format and Vendor Agency shall submit same along with the monthly bills certified by EM / CSO will also point out any dissatisfaction in the services being provided. EM / Manager (Electrical) or any Committee formed by the Executive Committee of KVAOWA will specify penalty, if any, as provided in the contract, to be levied.
- D. EM / Manager (Electrical) or any of the Executive Committee members of KVAOWA may cross check the attendance of the Manpower supplied by the Vendor Agency.

6) PAYMENTS:

- A. Bills shall be submitted by the Vendor Agency monthly on first day of every month to the EM / Manager (Electrical) along with the record / certification to the effect that all the liabilities owing out of compliance of the Labour Laws have been discharged for the work executed. EM / Manager (Electrical) shall then arrange to have the bill verified after satisfying himself of the fact that such legal obligations have discharged.
- B. Payment of the monthly Vendor Agency's bills shall be made by KVAOWA within 7 days from the date of submission of the bill subject to, there being no dispute or discrepancy in the bill.
- C. Payment on account for amount admissible shall be made by the Treasurer by crossed account payee cheque / online transfer certifying the sum to which the Vendor Agency is considered entitled by way of interim payment for the following: "All works executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract".
- D. Taxes at source shall be deducted from all the payments, in accordance with the provisions of the Income Tax Act, 1961 or any other relevant act in force.
- E. If, at any time, any Manpower is found absent while on duty unauthorised, following any surprise check, deduction will be made at twice the rate of wages payable to him per day.

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024



- F. If any Manpower is found to be negligent in the performance of his duties or misbehaves / misguide the residents the Management shall have the right to impose a penalty on the erring person. The decision of the Management shall be final and binding on the Vendor Agency.

7) COMPLIANCE WITH VARIOUS LABOUR LAWS:

- A. The Vendor Agency shall, at its own expense, comply with or cause to comply with Model Rules for labour welfare or rules framed by the Government from time to time for the protection of health of workers employed directly on the works. In case the Vendor Agency fails to make the arrangement as aforesaid, KVAOWA shall be entitled to do so and recover the cost thereof from the Vendor Agency.
- B. The Vendor Agency shall, at his own expense, arrange for safety provisions as required by the EM, in respect of the Management directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. In case Vendor Agency fails to make such arrangements in providing necessary facilities as aforesaid, the KVAOWA shall be entitled to be so and recover the cost thereof from the Vendor Agency.
- C. Failure to comply with rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Vendor Agency liable to pay to KVAOWA as damages an amount as fixed by KVAOWA based on reports from the Inspecting Officers as defined in the Contract Labour (Regulation and Abolition) Act, 1970 will be final and binding and deductions for recovery of such damages may be made from any amount payable to the Vendor Agency.
- D. KVAOWA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstract etc. KVAOWA further reserves the right to enforce recovery of any over payment, when detected.
- E. If, as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Vendor Agency or alleged to have been done by him under the contract, it shall be recovered by KVAOWA from the Vendor Agency by any all the methods prescribed above. If any under payment is discovered, the amount shall be duly paid to the Vendor Agency by KVAOWA, provided that the aforesaid right of KVAOWA to adjust over payments against amounts due to the Vendor Agency under any other contract with KVAOWA shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the Vendor Agency under the minus final bill is communicated to the Vendor Agency.
- F. Any amount due to the Vendor Agency under this contract for under payments may be adjusted against any amount then due or which may at any time thereafter become due before the payment is made to the Vendor Agency, from him to KVAOWA on any other contract or account whatsoever.

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024

Page - 10



G. If any damage / theft is caused to the assets / property / office equipment of KVAOWA by staff or supervisor of the Vendor Agency, or by their negligence then the Vendor Agency shall bear the cost of repair or replacement. The decision of President KVAOWA in this regards shall be final and binding on the Vendor Agency.

8) FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

A. If, at any time after the acceptance of the tender, KVAOWA shall decide to abandon or reduce or increase the scope of work for any reasons whatsoever and hence not require the whole of any part of the work to be carried out, the Management of KVAOWA shall give 2 months' notice in writing to that effect to the Vendor Agency and the Vendor Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of the foreclosure of the whole or the part of the works.

B. The Vendor Agency shall, if required by the KVAOWA, furnish books of account, wage books, muster rolls, EPF returns, License with job on time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under these conditions.

9) CANCELLATION OF CONTRACT IN FULL OR PART:

A. If, at any time, the Vendor Agency makes default in proceeding with the works with due diligence, and continues to do so, after a notice in writing of 7 days from the Secretary / Estate Manager, or commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it or fails to complete the items of work as per schedule attached and does not complete them within the period specified in the notice given to him in writing. KVAOWA may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to KVAOWA, by written notice, cancel the contract.

B. On such cancellation, KVAOWA shall have powers to take over the work from the Manpower deployed by the Vendor Agency and carry out the incomplete work by any means at the risk and cost of the Vendor Agency.

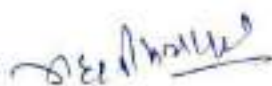
C. Any excess expenditure incurred or to be incurred by KVAOWA in completing the works or part of the works, or the excess, loss or damages suffered or may be suffered by the aforesaid, after allowing such credit as shall be recovered from any money due to the Vendor Agency on any account, and if such money is not sufficient, the Vendor Agency shall be called upon in writing to pay the same within 30 days.

10) ARBITRATION:

A. The provisions of the Arbitrations Act, 1940, or any statutory modification or re-enactment and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024





- B. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- C. The Arbitrator shall appointed by the President of KVAOWA as mutually agreed.
- D. The Arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- E. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable to the Vendor Agency shall be withheld on account of such proceedings.
- F. The Arbitrator shall be deemed to have entered the reference on the date, he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate & reasoned award in respect of each dispute.
- G. The venue of Arbitration shall be within Gurugram such place as may be fixed by the Arbitrator with his sole discretion within Gurugram.
- H. The award of Arbitrator shall be final, conclusive and binding on all parties to this Contract.
- I. The cost of Arbitrator shall be borne by the parties to the dispute as may be decided by the Arbitration(s).

11) LAWS GOVERNING THE CONTRACT:

The Indian Laws in force shall govern this contract and Courts of Laws in Gurugram shall have jurisdiction on any dispute about any of the terms of Contract.

12) CONFIDENTIALITY:

The Vendor Agency or his staff shall not, at any time, divulge or make known any matter or transaction undertaken or handled by the client and shall not disclose to any person any information relating to the instructions of the client.

13) OTHER TERMS & CONDITIONS OF THE CONTRACT:

- i. Subject to otherwise provided in the contract, all notices to be given on behalf of KVAOWA and all other actions to be taken on its behalf may be given by the President / Secretary or the Estate Manager for the time being entrusted with such functions, duties and powers.
- ii. All instructions, notices and communications etc., under the Contract shall be given in writing and if sent by e-mail (as latest given) / Registered Post to the last place of abode or business of the Vendor Agency, shall be deemed to have been

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024

Page - 12



served on the date when in the ordinary course of the post these would have been delivered to him.

- iii. The Vendor Agency or his representative shall be in attendance at the work places during the working hours and shall superintend the execution of the works with such additional assistance, as the KVAOWA may consider necessary. Orders given to the Vendor Agency's representative shall be considered to have the same force as if they had been given to the Vendor Agency itself.
- iv. KVAOWA shall have absolutely no liability/responsibility whatsoever concerning the Vendor Agency's employees for any reason.
- v. The Vendor Agency shall be solely responsible for staff deployed by him in all matters relating to their performance, claims etc. He shall indemnify KVAOWA against any payment to be made under various Labour Laws and for the observance of this.
- vi. The vendor Agency shall obtain, at his own cost, all permissions and licenses etc., under various Laws / Regulations / Rules, which are prevailing, or which may be enforced during the currency of Contract in connection with carrying out obligations under the contract.
- vii. The Vendor Agency shall be bound to perform the assigned job even though the same may not have been included in the schedule of service(s). The charges, if any, for these extension services shall be settled immediately.
- viii. All the complaints shall be routed through the Central Control Room, which is manned on a 24 Hours bases. Even, if the Vendor Agency receives the complaint directly, the same may be forwarded to the Control Room for necessary follow up and action. The Vendor Agency shall follow the call logging and rectification procedures, which are in force from time to time.
- ix. The Vendor Agency shall be fully responsible for smooth taking over as well as handing over of the work from & to other Organization(s) on starting / or expiry / termination of the contract. He shall be responsible & also settle all issues viz retrenchment benefits, EPF, Gratuity, Livery, Bonus, Leaves, ESIC, etc., pertaining to currency of his contract to his workers as per Law & acknowledgement submitted to KVAOWA. Therefore, only his security deposit shall be refunded.
- x. The Vendor Agency shall pay & continue to pay during contract and also pay till full and final settlement with the labour or workers for all statutory requirements applicable as per Rules and Applicable Laws, including gratuity / retrenchment benefits pertaining to the currency of the contract. He shall indemnify KVAOWA and shall keep KVAOWA indemnified against such claims.
- xi. The Vendor Agency shall be fully responsible & liable for payment & settlement for all the matters arising out of labour employment & benefits, labour Court or Court of Law. He shall represent himself as well as may also represent KVAOWA

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024





in labour Court or Court of Law, and shall take care of all responsibilities & liabilities, cost on his behalf. KVAOWA shall not be responsible or pay other than rates agreed to in the proposed contract.

MANPOWER AND PRICING / RATE SCHEDULE

The present pricing/rates for Manpower at Kendriya Vihar Apartment Owners Welfare Association (KVAOWA) Sector-56, Gurugram Haryana-122011 India. are as under:

Sl. No.	Manpower	12/8 hourly duty	Wage component in any form (Per person rate)	Charges towards statutory compliances (Per person rate)	Service Charge (Unit rate) (6%)	Total cost to the Society (Per person rates for 30 days)
1	DG Set /Water Pump Operator (3)	8	15112	5230	1221	21563
2	DG Set /Water Pump Operator (1)	12	21314	5463	1607	28384
3	Electrician (6)	8	15112	5230	1221	21563
4	Electrician Helper (1)	8	13070	4568	1059	18697
5	Plumber (3)	8	16623	5279	1315	23217
6	Horticulture Supervisor (1)	8	18638	5345	1439	25422
7	Gardner (13)	8	12139	4727	1012	17878
8	Welder (1)	8	17630	5312	1377	24319

GENERAL TERMS & CONDITIONS:

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024

Page - 14

Arvind Kumar



1. The quoted rates are as per minimum wages applicable w.e.f 01 Jan 2024 and will be revised as & when the minimum wages will be revised by the Govt. Of Haryana State.
2. The GST will be charged extra as applicable.
3. The spares Parts/AMC Charges/ OEM Maintenance Routines Charges/ Consumables will be invoiced on actual basis along with applicable Management Fees or shall be provided by the Client
4. The quoted rates are for 30 days services with weekly offs of Individuals in rotation as agreed in meeting by parties.
5. The manpower can be increased/ decreased according to the requirement of the site.
6. The Invoices will be prepared and raised according to actual attendance basis.
7. The Gratuity will be invoiced on actuals along with applicable Management Fees as per applicable Labour Laws.
8. The House Keeping Consumable/ Horticulture Consumables will be invoiced on actuals along with applicable management fees or will be provided by the Client.
9. Hand Tools/ Machines Tools will be supplied by the Client.
10. Plants/ Flower/ Sessional Plants/ will be invoiced extra along with applicable management fees or will be provided by the Client.
11. Sarvatra can also provide the services on actual cost along with 6% Management Fee.
The Wages can be set by your Team at the time of Interview.

Bhul

Tender No. KVAOWA/GGN/2024/113/4632

Dated 08th June, 2024

Arun Kumar



IN WITNESS WHERE OF the parties here to have set their respective hands and seals and these presents on the day, month and year first hereinafter written.

	Kendriya Vihar Apartment Owners Welfare Association (KVAOWA)	Sarvatra Integrated Management Service Pvt. Ltd.
Signature		
Name	Mr. Mahaveer Yadav	Mr. R.S. Saherawat
Designation	President, KVAOWA	DGM (HR & Tech)
Date	President Kendriya Vihar Apartment Owners Welfare Association (KVAOWA) Sector-55 Gurgaon (Haryana)-122011	



WITNESSES:

1. Mrs. P Padmavati
Secretary, KVAOWA
Kendriya Vihar Apartment Owners Welfare Association (KVAOWA) Sector-55
Gurgaon (Haryana)-122011
2. Mr. Raj Kanwar
Jt. Secretary, KVAOWA

1. Mr. Satish Kumar Sharma
Manager HR & Compliance

2. Mr. Ravindra Kumar Sah
Sr. Manager Facility



Fw: Revised Financial Proposal for Manpower and Housekeeping Services to Kendriya Vihar, Gurugram

From: R S Saherawat (rs.saherawat@sarvatra.org)
 To: kv006_gurgaon@yahoo.co.in
 Cc: myadav.ggn@gmail.com; jaideep.bran@sarvatra.org; info.facilities@sarvatra.org
 Date: Saturday, May 3, 2025 at 02:18 PM GMT+5:30

Dear Sir/ Madam,
 Gentle Remainder!

With reference to trailing email and our discussions held during meeting. Your approval is still awaited. You are, therefore, once again requested that your approval to implement the revised rates and raise the Invoice accordingly wef 01 Jul 2024 may please be accorded at the earliest.

Thank and Regards,

RS Saherawat

----- Forwarded Message -----

From: R S Saherawat <rs.saherawat@sarvatra.org>
 To: Kendriya Vihar <kv006_gurgaon@yahoo.co.in>
 Cc: MAHAVEER YADAV <myadav.ggn@gmail.com>; Deepak Goyal <deepakgoyal1955@gmail.com>; Sarvatra
 Sarvatra <info.facilities@sarvatra.org>
 Sent: Friday, February 28, 2025 at 10:43:03 AM GMT+5:30
 Subject: Revised Financial Proposal for Manpower and Housekeeping Services to Kendriya Vihar, Gurugram

Dear Sir/Madam,

It is to bring in your kind notice that the applicable minimum wages in State of Haryana have been revised by the Govt of Haryana wef 01 July 2024 vide Labour Department of Haryana notification no. IR-2/25852/26005-522 dated 15.10.2024 (Copy attached for ready reference). Sarvatra's revised rates for Manpower and Housekeeping Services to M/s Kendriya Vihar Apartments Owners Welfare Association at Kendriya Vihar, Gurugram, due to revision of minimum wages, is forwarded as attachment for your consideration and approval.

In view of above you are requested that your approval to implement the revised rates and raise the Invoices accordingly wef 01 Jul 2024 may please be accorded at the earliest.

Thank and regards,

RS Saherawat
 DGM HR & Tech
 Mob: 9871665665



KV HK Financial Proposal - with Jul 2024 Min wages.xlsx
22.9kB



Haryana wef 01.07.2024 -JULY-2024 HARYANA.pdf
3.3MB

(B) FINANCIAL BID FORM, Sarvatra Integrated Management Service Pvt. Ltd.

The tenderers may please quote their complete rates. The rates should be competitive . All statutory requirements will be the responsibility of the tenderer . The Tenderer shall quote the cost of the services in the following format:

Sl. No.	Manpower	12/8 hourly duty	wage component in any form (Per person rate)	Charges towards statutory compliances (Per person rate	Service Charge (Unit rate)	Total cost to the Society (Per person rates for 30 dsys)
1	DG Set /Water Pump Operator (3)	8	15201	5251	1228	21680
2	DG Set /Water Pump Operator (1)	12	21403	5480	1613	28496
3	Electrician (6)	8	15201	5251	1228	21680
4	Electrician Helper (1)	8	13146	4597	1065	18808
5	Plumber (3)	8	16712	5300	1321	23333
6	Horticulture Supervisor (1)	8	18763	5366	1448	25577
6	Gardner (13)	8	12220	4757	1019	17996
7	Gardner Helper (0)	8	11732	4551	977	17260
8	Carpenter (0)	8	15201	5251	1228	21680
9	Welder (1)	8	17719	5332	1384	24435

General Terms & Conditions:

1	The quoted rates are as per Minimum Wages applicable wef 01 Jul 2024 and will be revised as & when the Minimum Wages will be revised by the Govt. of Haryana State.
2	The GST will be charged extra as applicable.
3	The spares Parts/AMC Charges/ OEM Maintenance Routines Charges/ Consumables will be Invoiced on actual basis along with applicable Management Fees.
4	The quoted rates are for 30 days services with weekly offs of Individuals in rotation except Plumbers as agreed upon in meeting by both parties.
5	The manpower can be increased/ decreased according to the requirement of the site.
6	The Invoices will be prepared and raised according to actual attendance basis.
7	The Gratuity will be invoiced on actuals along with applicable Management Fees as per applicable Labour Laws
8	The House Keeping Consumable/ Horticulture Consumables will be invoiced on actuals along with applicable management fees or will be provided by the Client.
9	Hand Tools/ Machines Tools will be supplied by the Client.
10	Plants/ Flower/ Sessional Plants/ will be invoiced extra along with applicable management fees or will be provided by the Client.

11	Sarvatra can also provide the services on actual cost along with 6% Management Fee. The Wages can be set by your Team at the time of Interview
----	------------------------------------------------------------------------------------------------------------------------------------------------

Sarvatra - Financial Break up for Manpower Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jul 2024

Sno	Description	DG Set/Water Pump Operator (Skilled) (8 hrs) 3 Nos	DG Set/Water Pump Operator (Skilled) (12 hrs) 1 Nos	Electrician (Skilled) (8 hrs, 6 Nos	Electrician Helper (Unskilled) (8 hrs, 1 No	Plumber (skilled) 8 hrs, 3 No	Horticultur Supervisor (skilled) 8 hrs, 1 No	Gardener (Semi skilled) 8 hrs, 16 No	Gardener Helper (Unskilled) (8 hrs, 1 No	Carpenter (skilled) 8 hrs, 1 No	Welder (skilled) 8 hrs, 1 No	Remarks
1	Basic Applicable Minimum Wages	12736	12736	12736	11002	12736	12736	11552	11002	12736	12736	Wages
2	4 hrs wages	0	5323	0	0	0	0	0	0	0	0	Wages
	HRA	2465	3344	2465	2144	3976	5094.4	668	730	2465	4983	Wages
	Other Allowances						818					
3	Bonus 8.33% of Minimum Wages	1060.91	1060.91	1060.91	916.47	1060.91	1060.91	962.28	916.47	1060.91	1060.91	Compliance
4	Leave 32 days	1306.26	1306.26	1306.26	1128.41	1306.26	1306.26	1184.82	1128.41	1306.26	1306.26	Compliance
7	Sub Total I											
7	Gross wages	17568.17	23770.17	17568.17	15190.88	19079.17	21015.57	14367.10	13776.88	17568.17	20086.17	
8	Statutory Compliances Employee											
a	EPF @ 12% of Basic +Bonus+ Leave limited to 15000/- max.	1800.00	1800.00	1800.00	1565.63	1800.00	1800.00	1643.89	1565.63	1800.00	1800.00	
b	ESIC @0.75% of Gross	131.76	0.00	131.76	113.93	143.09	0.00	107.75	103.33	131.76	150.65	
c	LWF	31.00	31.00	31.00	31	31	31	31	31	31	31	
	Total Deduction	1962.76	1831.00	1962.76	1710.56	1974.09	1831.00	1782.65	1699.95	1962.76	1981.65	
	Net Salary	15605.40	21939.17	15605.40	13480.32	17105.07	19184.57	12584.46	12076.93	15605.40	18104.52	
9	Statutory Compliances Employer											

a	EPF @ 13.00% of basic + Leave + Bonus Limited to 15000/- max	1950.00	1950.00	1950.00	1696.09	1950.00	1950.00	1780.88	1696.09	1950.00	1950.00	Compliance
b	ESIC @ 3.25% of Gross/ Medical Insurance	570.97	800.00	570.97	493.70	620.07	800.00	466.93	447.75	570.97	652.80	Compliance
c	LWF	62.00	62.00	62.00	62	62	62	62	62	62	62	Compliance
d	Gratuity @4.81% of Basic	0.00	0.00	0.00	0	0	0	0	0	0	0	Compliance
e	Uniform	300.00	300.00	300.00	300	300	300	300	300	300	300	Compliance
f	Hand Tools/ PPE	0.00	0.00	0.00	0	0	0	0	0	0	0	Compliance
g	Maternity Leave As applicable	0.00	0.00	0.00	0	0	0	0	0	0	0	Compliance
7	Sub Total 3 Employer	2882.97	3112.00	2882.97	2551.80	2932.07	3112.00	2609.81	2505.84	2882.97	2964.80	Compliance
10	CTC	20451.13	26882.17	20451.13	17742.67	22011.24	24127.57	16976.92	16282.72	20451.13	23050.97	Compliance

(B) FINANCIAL BID FORM, Sarvatra Integrated Management Service Pvt. Ltd.

The tenderers may please quote their complete rates. The rates should be competitive. All statutory requirements will be the responsibility of the tenderer. The Tenderer shall quote the cost of the services in the following format:

Sl. No.	Manpower	12/8 hourly duty	wage component in any form (Per person rate)	Charges towards statutory compliances (Per person rate)	Service Charge (Unit rate)	Total cost to the Society (Per person rates for 30 days)
1	Voluntary Social Worker (VSW) (34)	8	11735	4551	978	17264
2	Supervisor (1)	8	17719	6346	1444	25509
3	Sewer Man (1)	8	12724	4774	1050	18548
4	Sewer Man Helper (1)	8	11735	4551	978	17264

General Terms & Conditions:	
1	The quoted rates are as per Minimum Wages applicable wef 01 Jul 2024 and will be revised as & when the Minimum Wages will be revised by the Govt. of Haryana State.
2	The GST will be charged extra as applicable.
3	The spares Parts/AMC Charges/ OEM Maintenance Routines Charges/ Consumables will be Invoiced on actual basis along with applicable Management Fees.
4	The quoted rates are for 30 days services with weekly offs of individuals in rotation as agreed in meeting by parties.
5	The manpower can be increased/ decreased according to the requirement of the site.
6	The Invoices will be prepared and raised according to actual attendance basis.
7	The Gratuity will be Invoiced on actuals along with applicable Management Fees as per applicable Labour Laws
8	The House Keeping Consumable/ Horticulture Consumables will be Invoiced on actuals along with applicable management fees or will be provided by the Client.
9	Hand Tools/ Machines Tools will be supplied by the Client.
10	Plants/ Flower/ Seasonal Plants/ will be Invoiced extra along with applicable management fees or will be provided by the Client.
11	1

Sarvatra - Financial Break up for House Keeping Services at Kendriya Vihar, Gurugram by meeting required Statutory Compliance applicable as per Various Labour Laws in Haryana State as per Applicable Minimum Wages WEF 01 Jul 2024

Sno	Description	Supervisor (Skilled) (8 hrs) 1 Nos	Voluntary Social Worker (VSW)	Sewer Man (Semi Skilled) 8 hrs, 1 Nos	Sewer Man Helper (Unskilled) 8 hrs, 1 No
	Basic Applicable Minimum				
1	Wages	12736	11002	11552	11002
2	HRA	4983	733	1172	733
	Bonus 8.33% of Minimum				
3	Wages	1060.91	916.47	962.28	916.47
4	Leave 32 days	1306.26	1128.41	1184.82	1128.41
7	Sub Total 1 Gross wages	20086.17	13779.88	14871.10	13779.88
8	Statutory Compliances Employee				
a	EPF @ 12% of Basic + Bonus + Leave limited to 15000/- max.	1812.38	1565.63	1643.89	1565.63
b	ESIC @0.75% of Gross	150.65	103.35	111.53	103.35
c	LWF	31.00	31.00	31.00	31
	Total Deduction	1994.03	1699.97	1786.43	1699.97
	Net Salary	18092.14	12079.90	13084.68	12079.90
9	Statutory Compliances Employer				
a	EPF @ 13.00% of basic + Leave + Bonus Limited to 15000/- max	1963.41	1696.09	1780.88	1696.09
b	ESIC @ 3.25% of Gross/ Medical Insurance	652.80	447.85	483.31	447.85
c	LWF	62.00	62.00	62.00	62
d	Gratuity @4.81% of Basic	0.00	0.00	0.00	0
e	Uniform	300.00	300.00	300.00	300
f	Communication	1000.00	0.00	0.00	0
g	Maternity Leave As applicable	0.00	0.00	0.00	0
7	Sub Total 3 Employer	3978.21	2505.94	2626.19	2505.94
10	CTC	24064.38	16285.82	17497.30	16285.82
	Statutory Compliances	6346.00	4551.00	4774.00	4551.00
	Salary/ Wages	17719.00	11735.00	12724.00	11735.00



No. KVAOWA/GGN/2024/113/4632

Dated: 8th June, 2024

TENDER DOCUMENT
FOR
MANPOWER IN KENDRIYA VIHAR, GURUGRAM

Time schedule for tender process

Date of publication of tender notification on official website and News papers	9.6.2024 (Sunday)
Availability of tender document commence from	9.6.2024 (Sunday)
Pre-bid Meeting date & time	15.6.2024(Saturday) 5.00 PM
Last date for Sale of tender document - online	21.6.2024(Friday)
Last date for receipt of duly filled in tenders	22.6.2024(Saturday) 4.45 PM
Date and Time of the opening Technical Bids	22.6.2024 (Saturday) 5.00 PM

Note: The cost of this Tender Document is Rs. 1000/- (Rupees One Thousand only) which may be paid in cash at the counter in the Society Office or by Electronic Transfer/Demand Draft in favour of "KVAOWA, Gurugram" The Demand Draft/Cash Receipt or details of electronic transfer towards the cost of the Tender Document shall be attached with the Technical Bid.

"Service with a Smile"

Tel. 0124-2392393; 2572817, Mob: - 8800853661 Email: kv006_gurgaon@yahoo.co.in;
Email: info@kvgurgaon.com, Web-site: kvgurgaon.com

Page 1 of 25





KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA)
KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) – 122011
(Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013)

No. KVAOWA/GGN/2024/113/4132

Dated: 20th August, 2024

To,

M/s Sarvatra Integrated Management Services Private Limited
SECO-86, Sector-22
Gurugram-122016
Mobile No. 9871665665
Email:- info@sarvatra.org, rs.saherawat@sarvatra.org

Dear Sir/Madam,

This is to inform you that the Governing Body of the KVAOWA in its meeting dated 18.08.2024 has decided to award you the work of providing Manpower Services in Kendriya Vihar in pursuance to the tendering process that was initiated by the Society. You are requested to take over the services of Manpower w.e.f. 01.09.2024. The rates for the services shall be the ones that have been finally negotiated. Other terms and conditions shall be as per the tender document on the basis of which formal agreement shall be signed.

Kindly send your confirmation and also take further necessary action in the matter.

P. Padmavati
(P Padmavati)
Secretary, KVAOWA

"Service with a Smile"

Tel. 0124-2392393; 2572817, Mob: - 8800853661 Email: kv006_gurgaon@yahoo.co.in;
Email: info@kvgurgaon.com, Web-site: kvgurgaon.com

Fw: Work Orders

From: R S Saherawat (rs.saherawat@sarvatra.org)
To: kv006_gurgaon@yahoo.co.in
Cc: myadav.ggn@gmail.com; padmaravi6@yahoo.com; deepakgoyal1955@gmail.com; bobby19jan@gmail.com; sudhanshusutar@gmail.com; jaideep.brar@sarvatra.org; info.facilities@sarvatra.org; hr.comp@sarvatra.org
Date: Friday 23 August, 2024 at 11:30 am IST

Dear Sir/ Madam,
Greeting of the Day!

We thank and appreciate for selecting Sarvatra for House keeping and Manpower Services. The acceptance of work Orders of House Keeping and Manpower Services according to negotiated rates wef 01 Sep 2024 is confirmed. Sarvatra will provide the services as per terms and conditions of Tender.

Thank and Regards,

RS Saherawat
DGM HR & Tech
Mob: 9871665665

----- Forwarded Message -----

From: kendriya vihar <kv006_gurgaon@yahoo.co.in>
To: info@sarvatra.org <info@sarvatra.org>; rs.saherawat@sarvatra.org <rs.saherawat@sarvatra.org>
Cc: MAHAVEER YADAV <myadav.ggn@gmail.com>; P. PADMAVATHI <padmaravi6@yahoo.com>; Deepak Goyal <deepakgoyal1955@gmail.com>; Bhupender Singh <bobby19jan@gmail.com>; B-127 <sudhanshusutar@gmail.com>
Sent: Tuesday, August 20, 2024 at 06:09:02 PM GMT+5:30
Subject: Work Orders

Dear Sir/Madam,

Please find the attached

Regards
KVAOWA



Work order Sarvatra.pdf
1 MB

Refund of EMD for Non-Selected Bidders and Deposit of EMD for Selected Bidder

Dear Sir/Madam

The selection of M/s Sarvatra as the successful bidder for the Manpower and Housekeeping Services contract, we are in the process of initiating refunds for the Earnest Money Deposits (EMD) submitted by the other vendors who was not selected as per list given below: -

S. No.	Agency Name	Amount	DD No.	DD date	Services
1	Omax Security Services	50,000/-	034334	28.06.2024	For Manpower
2	Omax Security Services	50,000/-	034333	28.06.2024	For Housekeeping

We may refund the EMD demand drafts to Omax Security Service both Manpower & Housekeeping Services

Further We will deposit the EMD submitted by M/s Sarvatra into our bank account as per the terms and conditions of the contract of both Manpower & Housekeeping Services.

- 0-12017 1. Rs. 50,000/- DD No. 538350 dated 28.06.2024 - Manpower Services
012012 2. Rs. 50,000/- DD No. 538352 dated 28.06.2024 - Housekeeping Services
24/8/2024

For approval please

Best regards,

Rajesh Kumar 23/8/24

Secretary, KVAOWA

For approval.

23/8/24

President, KVAOWA

24/8/24

Fw: Work Orders

From: R S Saherawat (rs.saherawat@sarvatra.org)

To: kv006_gurgaon@yahoo.co.in

Cc: myadav.ggn@gmail.com; padmaravi6@yahoo.com; deepakgoyal1955@gmail.com; bobby19jan@gmail.com; sudhanshusutar@gmail.com; jaideep.brari@sarvatra.org; info.facilities@sarvatra.org; hr.comp@sarvatra.org

Date: Friday 23 August, 2024 at 11:30 am IST

Dear Sir/ Madam,

Greeting of the Day!

We thank and appreciate for selecting Sarvatra for House keeping and Manpower Services. The acceptance of work Orders of House Keeping and Manpower Services according to negotiated rates wef 01 Sep 2024 is confirmed. Sarvatra will provide the services as per terms and conditions of Tender.

Thank and Regards,

RS Saherawat
DGM HR & Tech
Mob: 9871665665

----- Forwarded Message -----

From: kendriya vihar <kv006_gurgaon@yahoo.co.in>

To: info@sarvatra.org <info@sarvatra.org>; rs.saherawat@sarvatra.org <rs.saherawat@sarvatra.org>

Cc: MAHAVEER YADAV <myadav.ggn@gmail.com>; P. PADMAVATHI <padmaravi6@yahoo.com>; Deepak Goyal <deepakgoyal1955@gmail.com>; Bhupender Singh <bobby19jan@gmail.com>; B-127 <sudhanshusutar@gmail.com>

Sent: Tuesday, August 20, 2024 at 06:09:02 PM GMT+5:30

Subject: Work Orders

Dear Sir/Madam,

Please find the attached.

Regards
KVAQWA

 Work order Sarvatra.pdf
1MB



Sarvatra Integrated Management Service Pvt. Ltd.

[AN ISO 9001 : 2008 Certified Company]

Ref: SIMPL/HR/Admin/KVAOWA/84/2024/1

Date: 18 Oct 2024

To,

M/s Kendriya Vihar Apartment Owners Welfare Association (KVAOWA)

Kendriya Vihar, Sector - 56,

Gurgaon, Haryana - 122011

Mob: 8800853661

Email: kv_gurgaon@yahoo.co.in

Sub: Security Money for Manpower Services Contract.

Dear Sir/ Madam,

With reference to KVAOWA letter No. KVAOWA/GGN/2024/113/4132 dated 20 Aug 2024 regarding award of work for providing Manpower Services in Kendriya Vihar, Sector - 56, Gurugram as per terms and conditions of Tender No. KVAOWA/GGN/2024/113/4632 dated 08 Jun 2024. We are required to submit the Security deposit for a sum of Rs. 400000.00 (Rupees Four Lakhs only) according to Clause 4(A) of Terms and Conditions of Engagement (Annexure - II to the Tender Documents).

In view of above you are requested for following:

1. The Demand Draft No. 538350 dated 28.06.2024 for a sum of Rs. 50000.00 (Rs. Fifty Thousand only), which was submitted as EMD along with the Tender Bid Documents, may please be converted in Security Money for the Manpower Contract.
2. The remaining Security Money for a sum of Rs. 3,50,000.00 may please be retained/ withheld from our invoice No. 2024-25/FS206 dated 10.10.2024.

Thanking you

Yours faithfully,

For Sarvatra Integrated Management Service Private Limited

Authorized Signatory.

Sarvatra Integrated Man-
Service Pvt. Ltd.

Authorized Signat

we my approve
and release it
bill in month
of September 2024
after deduction of
security deposit
of Rs. 3,50,000/-
from the Rs. 50,000/- EMD
is with the
society through
bank USD 3
Rs. 4,00 will be
with us for
transfer of Rs. 3,50,000/-
10/10/24



CIN: U74200HR1997PTC089064
Registered Office: SCO 86, Sector 22, Gurugram - 122016 (Haryana)
Phone: 0124-4004369, 0124-4004370 Email: info@sarvatra.org



Sarvatra Integrated Management Service Pvt. Ltd.

[AN ISO 9001 : 2008 Certified Company]

Ref: SIMPL/HR/Admin/KVAOWA/84/2024/1

Date: 18 Oct 2024

To,

M/s Kendriya Vihar Apartment Owners Welfare Association (KVAOWA)

Kendriya Vihar, Sector - 56,

Gurgaon, Haryana - 122011

Mob: 8800853661

Email: kv_gurgaon@yahoo.co.in

Sub: Security Money for Manpower Services Contract.

Dear Sir/ Madam,

With reference to KVAOWA letter No. KVAOWA/GGN/2024/113/4132 dated 20 Aug 2024 regarding award of work for providing Manpower Services in Kendriya Vihar, Sector - 56, Gurugram as per terms and conditions of Tender No. KVAOWA/GGN/2024/113/4632 dated 08 Jun 2024. We are required to submit the Security deposit for a sum of Rs. 400000.00 (Rupees Four Lakhs only) according to Clause 4(A) of Terms and Conditions of Engagement (Annexure - II to the Tender Documents).

In view of above you are requested for following:

1. The Demand Draft No. 538350 dated 28.06.2024 for a sum of Rs. 50000.00 (Rs. Fifty Thousand only), which was submitted as EMD along with the Tender Bid Documents, may please be converted in Security Money for the Manpower Contract.
2. The remaining Security Money for a sum of Rs. 3,50,000.00 may please be retained/ withheld from our invoice No. 2024-25/FS206 dated 10.10.2024.

Thanking you

Yours faithfully,

For Sarvatra Integrated Management Service Private Limited

Authorized Signatory.

Sarvatra Integrated Man
Service Pvt. Ltd.

Authorized Signat

19/10/24 President (KVAOWA)

Registered Office: SCO 86, Sector 22, Gurugram - 122016 (Haryana)
Phone: 0124-4004369, 0124-4004370 Email: info@sarvatra.org

we may approve
and release it
will be worth
of Sept 2024
after deduction of
security deposit
of Rs. 3,50,000/-
from Rs. 50,000/- EMD
is with the
society through
bank USD 3
Rs. 4,00 will be
with us for
Thank you 18/10/24





OMAX SECURITY SERVICES PRIVATE LIMITED

(AN ISO : 9001-2015 CERTIFIED COMPANY)

Regional off. : A/40, Ithum Tower A, Unit No. 316, 3rd Floor, Sector-62, Noida-201309 (U.P.)
Tel. No : 0120-4538136 | E-mail : delhi@omaxsecurityservices.com | Website : www.omaxsecurityservices.com

To,

Date: 28-08-2024

P. Padmawati

Secretary, Kendriya Vihar Society, Sector -56, Gurugram, Haryana.

Subject: Request to continue Manpower services without break.

Dear Ma'am,

Greetings from Omax Security!!

In Reference of your letter related to our service termination dated 25-08-2024, We are requesting you to continue our services of providing Housekeeping & Manpower at your premises. We always follow all your instructions timely & in future we are ensuring that we will follow the same.

Ma'am, during invitation of new tender from your side, we purchased the tender after paying the tender fees, we deposited the DD & finally we submitted the tender. We trusted that you will follow the tender policy but you did not follow the policy. Because We did not get any information about financial BID opening or tender disqualification which is not correct as per tender policy. During Technical Bid opening there were a few Participants present. Did the committee informed anyone before opening of Financial BID?

The Second thing is, if you terminating us, then you should properly give us one-month prior notice before termination, because it is difficult to move/shift all our manpower immediately. This is not as per labour law.



Prateek Pandey ✓

Branch Manager
Omax Security Services Pvt. Ltd.

Mr. Prateek Pandey visited
The office today in the forenoon
with his colleague P. Singh Ji.
Matters discussed and settled
amicably in the presence of
Deepak Gargal Ji, Secy to Mr. Rishi,
Estate Manager.

[Signature]
30/8/24

[Signature]
65

RE: Termination of Manpower Services – Effective from 31.08.2024

From: BM Delhi (bmdelhi@omaxsecurityservices.com)

To: kv006_gurgaon@yahoo.co.in; padmaravi6@yahoo.com

Cc: opsdelhi@omaxsecurityservices.com; delhiaccount@omaxsecurityservices.com;
deepakgoval1955@gmail.com; bobby19jan@gmail.com; sudhanshusutar@gmail.com;
myadav.ggn@gmail.com

Date: Wednesday 28 August, 2024 at 06:20 pm IST

Date: 28-

08-2024

To,

P. Padmawati

Secretary, Kendriya Vihar Society, Sector -56, Gurugram, Haryana

Subject: Request to continue Manpower services without break.

Dear Ma'am,

Greetings from Omax Security!!

In Reference of your letter related to our service termination dated 25-08-2024, We are requesting you to continue our services of providing Housekeeping & Manpower at your premises. We always follow all your instructions timely & in future we are ensuring that we will follow the same.

Ma'am, during invitation of new tender from your side, we purchased the tender after paying the tender fees, we deposited the DD & finally we submitted the tender. We trusted that you will follow the tender policy but you did not follow the policy. Because We did not get any information about financial BID opening or tender disqualification which is not correct as per tender policy. During Technical Bid opening there were a few Participants present. Did the committee informed anyone before opening of Financial BID?

The Second thing is, if you terminating us, then you should properly give us one-month prior notice before termination, because it is difficult to move/shift all our manpower immediately. This is not as per labour law.

So please consider our request to continue our services without break.

Thanks,

Prateek Pandey

Branch Manager

Omax Security Services Pvt. Ltd.

From: kendriya vihar [mailto:kv006_gurgaon@yahoo.co.in]

Sent: 25 August 2024 17:59

To: Delhi Account <delhiaccount@omaxsecurityservices.com>

Cc: MAHAVEER YADAV <myadav.ggn@gmail.com>; P. PADMAVATHI <padmaravi6@yahoo.com>; Deepak Goyal <deepakgoval1955@gmail.com>; Bhupender Singh <bobby19jan@gmail.com>; 127 <sudhanshusutar@gmail.com>

Subject: Termination of Manpower Services – Effective from 31.08.2024

Annexure-4

Report on Garbage Collection Contract – Sequence of Events, Observations & Recommendations

1. Sequence of Events:

- **06/09/2019:** Tenders were invited for various services including Security Services, Skilled Manpower (Electricians, DG Operators, Plumbers, Gardeners), Sweeping & Cleaning, Garbage Collection, and Storm Water Drainage Cleaning via Tender Letter No. KVAOWA/GGN/2019/84/1040 dated 06/09/2019. The deadline for submission was 22/09/2019 (Sunday) at 1730 hrs.
- **28/10/2019:** Post evaluation, the Garbage Collection contract was awarded to **M/s Sumit Security and Manpower Services** at **INR 50,000 + GST per month**, vide Letter No. KVAOWA/GGN/2019/99/2028 dated 28/10/2019
- **29/04/2021:** A new contract was signed with **M/s Go Green Facility Services** at **INR 45,000 + GST per month**, *without inviting quotations*. As per Para 3 of the agreement, the contract was valid up to **30/06/2021**, with a provision for a one-year extension.
- **15/07/2022:** The agreement was extended up to **31/12/2022** on the same terms via Letter No. KVAOWA/GGN/2022/99/2887 dated 15th July 2022.
- **23/05/2023:** A fresh contract was signed with **M/s Go Green Facility Services**, effective **01/01/2023 to 31/03/2024**, at **INR 45,000 + GST per month**, increased to **INR 47,250 + GST from 01/05/2023** (as per Para 3).
- **02/05/2024:** Contract was renewed again from **01/04/2024 to 31/03/2025** at **INR 49,612 + GST per month**, despite the vendor proposing **INR 47,250 + GST**. This unilateral increase by the signing authority resulted in **an unjustified monthly increase of INR 2,362 + GST**, raising concerns about conflict of interest.
- **10/08/2023 & 24/08/2024:** Following manpower shortage due to Haryana riots, **M/s Go Green** temporarily halted services, but communicated intent to resume operations.
- **25/08/2024:** Despite Go Green's communication on 24/08/2024 regarding resumption of services, contract was awarded to **M/s Sumit Security and Manpower Services** at **₹80,000 + GST per month on a trial basis**, referencing their email dated 13/08/2024. A formal agreement was signed on 10/03/2025 for a validity period w.e.f. 1st September 2024 to 31st August 2025.

2. Analysis & Observations:

- **Violation of Financial Norms:** No competitive bidding was conducted post-2019. Contracts continued to be awarded on a nomination basis, violating transparency and GFR (General Financial Rules) norms.

(Ranvir Singh Gahlot) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)




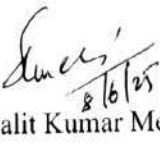


- **Arbitrary Cost Escalation:** The final contract with M/s Go Green was approved at INR 49,612 + GST instead of their quoted INR 47,250 + GST—resulting in an unjustified hike of INR 2,362 + GST/month.
- **Questionable Award of Contract:** Despite an active contract with M/s Go Green valid till 31/03/2025, the management awarded a new contract to M/s Sumit Security and Manpower Services at INR 80,000 + GST/month—resulting in an **excessive and arbitrary increase** of INR 30,388 + GST/month.
- **Financial Loss:** This decision has led to a recurring monthly loss of INR 35,858 (including GST), amounting to **an annual burden of INR 4,30,294** on the society.
- **Malafide Intent:** *The timing and manner of awarding the new contract, particularly after Go Green's willingness to resume service, suggests malafide intent and raises serious questions about the integrity of the decision-making process.*

3. Recommendations:

- **Discussion at AGM:** The entire matter should be formally presented in the upcoming AGM for open discussion and resolution.
- **Accountability & Debarment:** **Individuals responsible for financial mismanagement and acting against the society's interest should be held accountable and debarred from holding any position in the Office Bearers (OBs) or Executive Committee (EC) in the future.**
- **Recovery of Excess Expenditure:** **Immediate recovery** of excess/unauthorized expenditure from individuals responsible for the unauthorized financial decisions should be initiated.
- **Mandatory Compliance with GFR Norms:** All future contracts must **strictly follow GFR norms**, including:
 - Competitive bidding
 - Transparent selection process
 - Prior approval of the Executive Committee
 - Proper documentation and recording of decisions

Conclusion:

The sequence of events clearly reflects procedural lapses, financial mismanagement, and potential favoritism. Immediate corrective action and structural reforms are necessary to restore accountability and protect the society's financial interests.

 (Ranvir Singh Gahawat)
  (Capt. Sudarshan)
  (Maneesh Kumar)
  (Lalit Kumar Mehta)
  (Sumit Jain)
  (Sudeep Chakravorty)

7/6/25 8/06/2025 8/6/25 8/6/25

9. DUTIES OF THE EXECUTIVE COMMITTEE MEMBERS :

A. PRESIDENT

The President shall have general control over all the affairs of the Association. He/she shall preside over all the meetings of the Executive Committee and the General Body. He shall execute general supervision over the activities of the Association. He may dispose of such important and urgent matters which for want of time cannot be put up to the Executive Committee. He may also authorize expenditure up to @ [Rs.50000/-**(Rupees Fifty Thousand only)**].The expenditure so incurred should be got approved from the Executive Committee at its next meeting. The president shall be the person to enter into a contract approved by the Executive Committee representing the Association. The President or Secretary along with the Treasurer shall jointly operate the bank account of the Association. He/she shall be the person to sue with the consent of the Executive Committee or to defend any legal action against the Association. All legal proceedings shall be instituted, continued or defended by the President who shall sign the documents/ papers and Vakalatnama relating there to, the name of and on behalf of the Association.

B. VICE-PRESIDENT

He /she shall carry out such duties as may be assigned to him/her from time to time by the Executive Committee. In the absence of the President he/she shall assume the duties and the powers of the President, including operation of bank Account.

C. SECRETARY

The Secretary shall be responsible for the executive administration of the Association subject to the control of the committee. The Secretary shall have the power to appoint or remove any staff of the Association subject to the approval of the Executive Committee. The Secretary, with the approval of the Executive Committee, can take action against members who violate the rules and regulations of the Association. He/she will maintain a register containing names and addresses of all the members of the Association.

He/she will issue the notice of the meetings in consultation with the President/Vice President and shall draw agenda of these meetings. He/she shall keep proper records of the meeting of the Executive Committee and shall submit a report on the Annual General Body meetings. He/she shall conduct all necessary correspondence on behalf of the Association.

The Secretary shall have the custody of all necessary correspondence on behalf of the Association and the documents belonging to the Association. He/she may also authorize expenditure up to @@ [Rs.30000/- **(Rupees Thirty Thousand only)**].The expenditure so incurred should be got approved from the Executive Committee at its next meeting.

@ Substituted for the words and figures "Rs. 20,000/- (Rupees Twenty Thousand only) vide Special Resolution No. 2 passed in AGM dated 23.09.2021

@@ Substituted for the words ad figures "Rs. 15,000/- (Rupees Fifteen Thousand only) vide Special Resolution No 2 passed in AGM dated 23.09.2021

D. JOINT SECRETARY

Joint Secretary shall carry out such duties as may be assigned to him from time to time by the Secretary. In the absence of Secretary, the Joint Secretary (as per the direction of the President) shall assume the duties and powers of the Secretary and shall be responsible to submit all desired reports and maintain necessary records.

E. TREASURER

The Treasurer shall be in charge of the funds of the Association subject to the control and direction of the Executive Committee. He/she will maintain proper accounts and other related records, collect subscriptions and other dues of the Association and issue receipts for such collections. He/she will effect payment of the monthly wages and other routine maintenance expenses, authorized by the Executive Committee. He/she will act as Financial Adviser to the Executive Committee.

Payment of the non-routine expenses shall be made only after the specific approval of the Executive Committee. The President or the Secretary along with Treasurer shall jointly operate the bank account of the Association. They shall deposit the money received into the bank account of the Association at periodic intervals retaining a sum considered necessary to meet the monthly expenses.

The Treasurer shall prepare the necessary statement of account for the Audit. The account of the Association shall be closed on 31st March of every year. It shall first be approved by the Executive Committee and then got audited. The Treasurer shall present audited accounts in the General Body meetings.

As custodian of funds (to be read as Corpus Fund) as mentioned in Para 15 i) a), he will present before the Executive Committee an account of corpus fund of the association, clearly indicating the principal amount provided by Central Government Employees Welfare Housing Organisation (CGEWHO), addition made by way of interest earned thereon as per the last bank statement, addition made by way of amount received towards transfer fee, expenditure incurred, if any, in the preceding month and the net balance at the end of the last day of the previous month.

@ **[F.** The President, Secretary and the Treasurer combinedly, may authorize an expenditure up to Rs. 2,50,000/- (Rupees Two lakhs and fifty thousand only) subject to approval by the Executive Committee in its next meeting.

G. In the interest of objectivity and transparency in purchases, the following Tendering/Purchase Procedure be followed by the Management.

Up to Rs. 25,000/-	Single Tender (1 OB)
Up to Rs. 2,50,000/-	Three Quotations (3 OBs.)
Up to Rs. 25,00,000/-	Limited tenders (5-6 parties) (3 OBs.)
Above Rs. 25,00,000/-	Tender through News. Paper Approval by EC]

@ Added vide Special Resolution No.2 passed in AGM dated 23.09.2021

Request for garbage praposal

From: SUMIT SECURITY (sumitsumitghata@gmail.com)

To: kv006_gurgaon@yahoo.co.in

Date: Friday 23 August, 2024 at 06:33 pm IST

To
The secretary
Of KVAOWA

sec -55 gurugram

Subject : request for garbage praposal

Dear sir/madam

I Sanjay Kumar from ms Sumit security and manpower services would like to submit my request to have contact for the garbage collection

Collection of garbage waste from premises daily basic. Monthly charge rupees 80,000 per month and 18 % GST were extra

Kindly give us the opportunity to provide you to services for the above subject and we will ensure you that we will take complete responsibility of our work with all kind of MCG problem were handle by our firm
And will perform as per your expectations

Kindly note GST TAX extra 18%

Thanking you
For M/s sumit security and manpower services

Request for Garbage Proposal

From: kendriya vihar (kv006_gurgaon@yahoo.co.in)

To: sumitsumitghata@gmail.com

Cc: myadav.ggn@gmail.com; padmaravi6@yahoo.com; deepakgoyal1955@gmail.com;
sudhanshusutar@gmail.com; bobby19jan@gmail.com

Date: Sunday 25 August, 2024 at 06:04 pm IST

Dear Sir/Madam,

Please find attached file

Regards

KVAOWA



Request for Garbage.pdf
442.2kB



KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA)
KENDRIYA VIHAR, SECTOR-56, GURUGRAM (HARYANA) - 122011
(Registered under Societies Registration Act No.1 of 2012 Registration No. 00651 Dated 25/4/2013)

No. KVAOWA/GGN/2024/99/4740

Dated: 25th August, 2024

To,

M/s Sumit Security and Manpower Services,
Near F Block,
Sector-57, Gurugram (HR)
Mobile No. - 9015290249

Subject: Request for Garbage Proposal


Dear Sir,

Reference to your mail dated 13.08.2024. Thank you for your proposal regarding garbage collection services with monthly charge of ₹80,000 plus 18% GST. We are proposed to appoint to collect the garbage in KVAOWA on trial basis from 24th August 2024. If, your services are up to the mark and satisfactory, then formal agreement will be made.

Further, it is to mention that any issues related to garbage from any government departments including MCG be handled by you and the event of any penalties imposed by MCG be borne by you and ensure to address and resolve these matters on KVAOWA behalf.

We look forward to proceeding with this arrangement and working together.

Best regards


(P Padmavati)
Secretary, KVAOWA

"Service with a Smile"

Tel. 0124-2392393; 2572817, Mob: - 8800853661 Email: kv006_gurgaon@yahoo.co.in;
Email: info@kvgurgaon.com, Web-site: kvgurgaon.com

Bond



**Indian-Non Judicial Stamp
Haryana Government**



Date : 10/03/2025

Certificate No. G0J2025C1151



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 129230683



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Kendriya vihar Apartment Kvaowa

H.No/Floor : Na

Sector/Ward : 56

Landmark : Gurugram

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 93*****00



Purpose : AGREEMENT FOR COLLECTION OF DRY AND WET GARBAGE to be submitted at Concern office

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>



Handwritten signature



President
Kendriya Vihar Apartment Owners
Welfare Association (KVADWA) Sector-56
Gurugram (Haryana)-122011

**AGREEMENT FOR COLLECTION OF DRY AND WET GARBAGE FROM
KENDRIYA VIHAR APARTMENT OWNERS WELFARES ASSOCIATION,
GURUGRAM (HARYANA)**

This Agreement is made and executed at Gurugram on thisday of
2025.

By and Between:

**PRESIDENT, KENDRIYA VIHAR APARTMENT OWNERS WELFARE
ASSOCIATION (KVAOWA)** having its registered office at **PLOT NO- GH-49,
SECTOR-56, GURUGRAM -122011** (Hereinafter referred to as **KVAOWA** which
expression shall unless it be repugnant to the subject or context hereof would mean
and include its successors in interest, executors, administrators, liquidators and
assigns) of the First Party.

And

M/S SUMIT SECURITY AND MANPOWER SERVICES having its office at Sushant
Tower 308 F, Sushant Lok Sector 56 Gurugram, Haryana (hereinafter referred to as
'SECOND PARTY' which expression shall, unless repugnant to the context hereof
would mean and include its representatives, successors in interest, executors,
administrators, liquidators and permitted assigns), through its duly Authorized
Signatory of the Second Party.

AND WHEREAS the **SECOND PARTY** they have offered their services for
collection/transportation of **Dry and Wet Waste** garbage. The **FIRST PARTY** has
accepted the request of **SECOND PARTY** on the terms and conditions set forth in
this Agreement.

AND WHEREAS it is deemed expedient to record the terms and conditions between
the parties in this Agreement.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED,
DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES
HERE TO AS FOLLOWS.**

That the **KENDRIYA VIHAR APARTMENT OWNERS WELFARE
ASSOCIATION (KVAOWA)** PLOT NO. GH-49, SECTOR-56 GURUGRAM - 122011



Sateesh Singh Mehra
President

Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



has agreed to engage SECOND PARTY, on the terms and conditions contained hereinafter for collection of **Dry and Wet Waste** (hereinafter referred to as 'Garbage') from KVAOWA and its disposal at MCG specified/approved place. The wet waste will be segregated and Auto processing unit operation carried out by them.

2. This agreement will be effective from **01st September, 2024** and shall be valid till **31st August, 2025** unless terminated earlier as per the terms and conditions of the Agreement. The Agreement will be extended further on satisfactory performance of the SECOND PARTY for another one year.

3. The FIRST Party will pay an amount of **Rs. 80,000/- (Rupees Eighty Thousand only)** plus GST applicable per month as charges to the **M/S SUMIT SECURITY AND MANPOWER SERVICES** for collection/ segregation and processing of wet waste of **Garbage** and payment to be made by 7th day of each month. The Second Party will submit its bill for payment by 02nd day of each month for settlement.

4. That SECOND PARTY shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable satisfaction of the FIRST PARTY as a whole & as per instructions of Govt. of Haryana Authorities/MCG.

5. That SECOND PARTY undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and Municipal Corporation, Gurugram.

6. SECOND PARTY shall ensure that the Garbage is collected in Truck/Tractor Trolley daily from 07.30 to 10.00 Hrs, segregation for wet and dry waste including horticulture waste will be taken out of Kendriya Vihar by 12.00 PM.

7. The Second Party shall ensure that the Garbage (Dry and Wet Waste) is disposed off processed at in the respective destinations designated by the MCG & other authorities of Government of Haryana.

8. SECOND PARTY shall pay any penalty imposed on them or on-KVAOWA for depositing Garbage at any unauthorized place. The Second Party shall supply along



Page 2 of 5
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-61
Gurugram (Haryana)-122011



with monthly bill a statement indication the quantity of Dry, Wet and other waste collected from the premises of the First Party.

9. If Garbage is not collected regularly by SECOND PARTY, penalty on pro-rata basis shall be imposed by the FIRST PARTY on the SECOND PARTY. The SECOND PARTY will deploy at least Five (5) workers with Five (5) Rickshaws and Trolleys for collection of garbage provided by the (KVAOWA) and its proper disposal processing at the MCG- approved/ designated site (s). Penalty may be imposed by KVAOWA Management for short supply of workers by the SECOND PARTY as decided by the KVAOWA.

10. The SECOND PARTY shall be liable/responsible for filing all statutory returns/forms/ statements under various labour laws, acts and the rules made thereunder as applicable from time to time and depositing all with the government/ concerned authorities/government agencies and shall also ensure that the provisions of payment of Minimum Wages Act and any other Act(s), legislation(s) and the Rule(s) made thereunder, as applicable from time to time, are not violated in respect of its personnel/employee/worker/labour deputed/deployed by it for executing the collection processing and disposal of Garbage and the First Party shall, in no way be responsible for the SECOND PARTY, of whatever nature, arising under various labour laws and any other Act(s), legislation(s) and the Rule(s) made thereunder.

11. The SECOND PARTY will not engage any sub-contractor for executing the said work of collection and disposal of Garbage under this agreement without written permission from the FIRST PARTY.

12. SECOND PARTY shall be deputing its personnel with Identity Cards issued by the Organization. Police verification should also be got done from the Gurugram Police authorities & submitted with the FIRST PARTY.

13. The FIRST PARTY shall retain the original of this permission/agreement and SECOND PARTY shall be provided with a carbon/photo copy thereof by the FIRST



Sarbir Singh Nehra
President
Surya Vihar Apartment Office
Wellfare Association (KVAOWA) Sector-41
Gurugram (Haryana)-122011

Page 3 of 5



14. That if any material is found to be taken out by SECOND PARTY except permitted, the FIRST PARTY have the sole right to cancel the agreement with immediate effect.

15. That the SECOND PARTY undertakes to indemnify and keep indemnified the FIRST PARTY in case of any misuse, mishandling, pilferage by its employee, agents and/or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authorities concerned.

16. The SECOND PARTY will ensure removal of garbage from in MS Blocks towers and keeping them clean by using disinfectants, etc. as provided by the KVAOWA/First Party.

17. A Security deposit equivalent to 10% of the Annual Charges which comes to Rs. 96,000/- (Rupees Ninety Six Thousand only) will be deposited by SECOND PARTY before signing of this Agreement without accrual of any interest on it.

18. The KVAOWA reserve the right to cancel the Agreement without assigning any reason at any time whatsoever.

19. The courts at Gurugram and/or the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in this matter.

SIGNED AND DELIVERED on behalf of the above named Kendriya Vihar Apartment Owners Welfare Association and M/S SUMIT SECURITY AND MANPOWER SERVICES through their Authorized Signatory.

FIRST PARTY

For KVAOWA

Signature.....

Name.....

Designation.....
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

In the presence of



SECOND PARTY

For Sumit Security & Manpower Services

Signature.....

Name.....

Designation.....



Signature ht
Name Mr. RITU, EM
Address KIVADHA

Signature Vinit
Name Vinit
Address House 35 Gurugram





Indian-Non Judicial Stamp
Haryana Government



Date : 02/05/2024

Stamp Duty Paid : ₹ 101

Penalty : ₹ 0



Deponent

Service : Go Green Facility services

Floor : Na

Sector/Ward : 54

Landmark : Na

Village : Gurugram

District : Gurugram

State : Haryana

Phone : 88*****77



AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.cdpr>

**AGREEMENT FOR COLLECTON OF DRY AND WET GARBAGE FROM
KENDRIYA VIHAR APARTMENT OWNERS WELFARES ASSOCIATION,
GURUGRAM (HARYANA)**

This Agreement is made and executed at Gurugram on this 2nd of May, 2024.

By and Between:

PRESIDENT, KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION (KVAOWA) having its registered office at **PLOT NO- GH-49, SECTOR-56, GURUGRAM -122011**(Hereinafter referred to as **KVAOWA** which expression shall unless it be repugnant to the subject or context hereof would mean and include its successors in interest, executors, administrators, liquidators and assigns) of the First Party.

And

M/s GOGREEN FACILITY SERVICES having its office at Plot No.-3, 01st Lane Bandhwari Housing Society, Near Bandhwari Toll Tex, Gurugram, Haryana (hereinafter referred to as **'SECOND PARTY'** which expression shall, unless repugnant to the context hereof would mean and include its representatives,

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



successors in interest, executors, administrators, liquidators and permitted assigns), through its duly Authorized Signatory of the Second Party

AND WHEREAS the SECOND PARTY has represented that they have approval for collection of garbage by the Municipal Corporation, Gurgaon. They have offered their services for collection/transportation of **Dry and Wet Waste**. The FIRST PARTY has accepted the request of SECOND PARTY on the terms and conditions set forth in this Agreement.

AND WHEREAS it is deemed expedient to record the terms and conditions between the parties in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That the KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA) PLOT NO. GH-49, SECTOR-56, GURUGRAM - 122011, the FIRST PARTY has agreed to engage SECOND PARTY, on the terms and conditions contained hereinafter for collection of **Dry and Wet Waste** (hereinafter referred to as 'Garbage') from KVAOWA and its disposal at MCG specified/approved place.
2. This agreement will be effective from **01.04.2024** and shall be valid till **31.03.2025** unless terminated earlier as per the terms and conditions of the Agreement. The Agreement may be extended on mutually agreed terms.
3. The FIRST Party will pay an amount of Rs. 49,612/- (Rupees Forty-Nine Thousand Six Hundred Twelve only) plus GST applicable per month as charges to the **GOGREEN FACILITY SERVICES** for collection of **Garbage** and payment to be made by 7th day of each month. The Second Party will submit its bill for payment by 02nd day of each month for settlement.
4. That Second Party shall employ labors/workers with a proper dress, Logo, identity cards properly displayed by them. The workers/labors so employed should be polite and courteous in their behavior while collecting garbage from individual flats of the residents of KVAOWA, Gurugram.

[Handwritten Signature]

2
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



5. The vehicles provided by the Second Party to the workers employed for collecting the **Garbage** would be in workable/running conditions and Garbage would be properly covered/packed while transporting/collecting.
6. **That all vehicles engaged by the Second Party should be of one color code with detailed name plate of contractor, i.e., Second Party. The Second Party will be penalized if it failed to collect the Garbage or any breach of terms and conditions stipulated in the Agreement with KVAOWA.**
7. That SECOND PARTY shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable satisfaction of the FIRST PARTY as a whole & as per instructions of Govt. of Haryana Authorities.
8. That the SECOND PARTY shall provide the service diligently and in conformity with the applicable laws and regulations. SECOND PARTY shall carry out the service under the supervision of the First Party or its Representative.
9. That SECOND PARTY undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and Municipal Corporation, Gurugram.
10. SECOND PARTY shall ensure that the Garbage is collected in Truck/Tractor Trolley daily from 07.30 to 10.00 Hrs and taken out of Kendriya Vihar by 12.00 PM. SECOND PARTY agrees to keep the FIRST PARTY indemnified and harmless for the area occupied by SECOND PARTY in this respect.
11. The Second Party shall ensure that the Garbage (Dry and Wet Waste) is disposed of in the respective destinations designated by the MCG & other authorities of Government of Haryana.
12. The FIRST PARTY has permitted the SECOND PARTY for collection of Garbage from the apartments in the Society. It is made clear that any violation of these conditions shall entitle the FIRST PARTY to terminate this permission/agreement and to recover the cost of damages, any other charges, etc. from SECOND PARTY to make good including restoration work, etc.



3
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



13. SECOND PARTY shall pay any/all penalty imposed on them or on KVAOWA for dumping Garbage at any unauthorized place. The Second Party shall supply along with the monthly bill a statement indication the quantity of Dry, Wet and Other waste collected from the premises of the FIRST PARTY and its final disposal for the period to which the bill pertains. The ~~FIRST~~ ^{FIRST} PARTY shall not process the bill for payment in the ^{absence} ~~ensure~~ of this statement.

87/10/13/12

The SECOND PARTY shall ensure that all categories of waste are disposed of as per the MCG/Local Authority guidelines. Any violation of such guidelines/ /penalty imposed shall be the responsibility of the SECOND PARTY.

14. If Garbage is not collected regularly by SECOND PARTY, penalty on pro-rata basis shall be imposed by the FIRST PARTY on the SECOND PARTY. The SECOND PARTY will deploy at least Six (6) workers with Six Tempo/ Rikshaws/ Trolleys for collection of garbage and its proper disposal at the MCG- approved/ designated site(s). Penalty may be imposed by KVAOWA Management for short supply of workers by the SECOND PARTY as decided by the KVAOWA.

15. The SECOND PARTY shall be liable/responsible for filing all statutory returns/forms/ statements under various labour laws, acts and the rules made thereunder as applicable from time to time and depositing all with the government/ concerned authorities/government agencies and shall also ensure that the provisions of payment of Minimum Wages Act and any other Act(s), legislation(s) and the Rule(s) made there under, as applicable from time to time, are not violated in respect of its personnel/employee/worker/labour deputed/deployed by it for executing the collection and disposal of Garbage and the First Party shall, in no way be responsible for the SECOND PARTY, in whatever manner, arising under various labour laws and any other Act(s), legislation(s) and the Rule(s) made thereunder.

16. The SECOND PARTY will not engage any sub-contractor for executing the said work of collection and disposal of Garbage under this agreement without written permission from the FIRST PARTY.

17. SECOND PARTY shall immediately attend to any and all complaints of KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION regarding the working & behavior of personnel deputed/deployed by it.

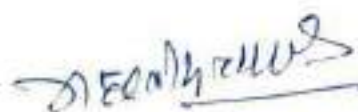
4

Neel Kumar

President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurgaon (Haryana)-122011



18. The SECOND PARTY will ensure to deploy trained, experienced and uniformed staff. In case of violation, penalty will be imposed by the Management of KVAOWA.
19. SECOND PARTY shall be deputing its personnel with Identity Cards issued by the Organization. Police verification should also be got done from the Gurugram Police authorities & submitted with the FIRST PARTY.
20. SECOND PARTY shall be fully responsible for any mishap and the safety of SECOND PARTY workers as well as all equipment connected with the FIRST PARTY.
21. SECOND PARTY shall not supply or show the copy of this permission/agreement to any other organization or to its client(s) or to other client(s).
22. The FIRST PARTY shall retain the original of this permission/agreement and SECOND PARTY shall be provided with a carbon/photo copy thereof by the FIRST PARTY.
23. That the representative of the FIRST PARTY shall oversee the loading of the vehicle(s) when Garbage is loaded and taken out from the Demised Premises.
24. SECOND PARTY shall ensure that people handling Garbage collection from the demised premises have adequate training and knowledge of type of garbage being handled.
25. The SECOND PARTY shall ensure that the vehicle(s) for transportation of Garbage is are in perfect condition and the driver has valid driving license and other permissions and necessary papers.
26. That if any material is found to be taken out by SECOND PARTY except permitted, the FIRST PARTY have the sole right to cancel the agreement with immediate effect and have necessary permission from the District authorities for its collection and disposal at the designated approved by the MCG.
27. That the SECOND PARTY represents that they have the specialization to handle the garbage.



5
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-06
Gurugram (Haryana)-122011



28. That the SECOND PARTY undertakes to indemnify and keep indemnified the FIRST PARTY in case of any misuse, mishandling, pilferage by its employee, agents and/or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authorities concerned.

29. The SECOND PARTY will ensure removal of blockage in the garbage chute in MS Blocks & keeping them clean by using disinfectants, etc. as provided by the KVAOWA/First Party. The garbage chute will be washed ~~for~~ ^{last night} weekly by the worker concerned and disinfectant sprayed.

30. A Security deposit equivalent to 10% of the Annual Charges which comes to Rs. 56,700/- (Rupees Fifty Six Thousand Seven Hundred only) will be deposited by SECOND PARTY before signing of this Agreement without accrual of any interest on it.

31. The KVAOWA reserve the right to cancel the Agreement without assigning any reason at any time whatsoever.

32. The courts at Gurugram and/or the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in this matter.

SIGNED AND DELIVERED on behalf of the above named Kendriya Vihar Apartment Owners Welfare Association and M/s Go green Facility Services through their Authorized Signatory.


FIRST PARTY

(For KVAOWA)


.....
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

In the presence of:

Witnesses: Witnesses:


.....
Estate Manager

SECOND PARTY

(For Gogreen Facility Services)

.....

.....


.....
Sajeev Singh
9911870077

Garbage removal problems due to Labour

From: Services Go Green (servicesgogreen@gmail.com)

To: kv006_gurgaon@yahoo.co.in

Cc: sohitraker04@gmail.com; sanjeevharsana5@gmail.com

Date: Thursday 10 August, 2023 at 11:02 am IST

Dear sir,mam

good morning.....

As discussed with you all know the condition of bad garbage removal services not only in kendriya vihar but whole gurgaon due to labour problems these bad crised of hindu and muslims fight.

We are trying our level best to provide you best services but still we are unable to provide services request to that you please give us time for coming Monday. We will resolve the isshu.

thanks

regards

go green facility services

9999197319

Manpower problem resolved

From: Services Go Green (servicesgogreen@gmail.com)

To: kv006_gurgaon@yahoo.co.in

Cc: sanjeevharsana5@gmail.com

Date: Wednesday 14 August, 2024 at 03:56 pm IST

Dear sir

Good afternoon.....

From last some days your society is facing garbage removal problems from our side so that work was stopped by your side but now sir our all the manpower came from hometown now we have some alternate labour now so request to you that kindly start our work again so that we will provide you best services from our side and we assure you that you will not face that problem again....

Thanks

Regards

Sanjeev

9971870077



Indian-Non Judicial Stamp
Haryana Government



Date: 02/05/2024

Certificate No. G0B2024E2146



Stamp Duty Paid : ₹ 101

GRN No. 116159116



Penalty : ₹ 0

Deponent

Name : Go Green Facility services

No/Floor : Na

Sector/Ward : 54

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 99*****77



Purpose : AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.mca.in>

SERVICE AGREEMENT For Collection of Waste/Garbage

This Service Agreement is made and executed at Gurugram on this day of 02-05-2024

BY and BETWEEN

Kendriya Vihar Apartment Owners welfare Association (KVAOWA), GURGAON,
122101

(hereinafter referred to as the "KV " which expression shall unless repugnant to the context or meaning thereof, include its successors through its authorized signatory..... the party of the First Part;

AND



disclosed to Vendor by KVAOWA or by any of KVAOWA's affiliates or associates or which **Service Provider** may otherwise acquire.

- 4.6 The relationship between KVAOWA and the **Service Provider** is that of principal to principal. Nothing in this Agreement shall be taken as constituting the **Service Provider** an employee or agent of KVAOWA. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party.
- 4.7 The **Service Provider** hereby undertakes to indemnify and keep indemnified The KVAOWA in case of any or all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of any acts, omissions, negligence or fault of the **Service Provider**, its employees, vendors, sub-contractors, any third party or any of them, individually or collectively, while performing its part of agreement, will be settled and shall be borne and made good by the **Service Provider**. Further, **Service Provider** undertakes that KVAOWA shall not be liable for any injury or loss caused to any person, property, material or human life that takes place due to any accident, incident, etc. for whatsoever while the **Service Provider** performs its part of agreement.
- 4.8 That with mutual consent of the parties in writing any terms or conditions of this deed may be amended or altered.
- 4.9 **Notices** – Any notice, request or instructions permitted or required to be given hereunder by any party to the other shall be in writing and deemed sufficiently given if delivered personally, sent by registered or certified mail, postage prepaid, or sent by facsimile.
- 4.10 In the event of any dispute or difference between the Parties, the same shall be amicably settled through mutual discussions failing which the same shall be referred to arbitration. The arbitration proceeding shall be in English and held at Gurugram, Haryana by a sole arbitrator/mediation, to be appointed by mutual consent whose decision shall be binding on both the parties. The arbitration & conceal on rules of 1996 read with the underestimates there of will be applicable.
- 4.11 All matters shall be subject to courts at Gurugram only.



4.12 Go green facility services will Charge Rs-47250/- + 18% GST per month to (KVAOWA).

4.13 .Go green will provide mcg compliances to **monthly**.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY MONTH AND YEAR ABOVE WRITTEN.

For – Kendriya Vihar Apartment Owners welfare Association (KVAOWA).

Authorized Signatory

For M/s-Go green facility services



Authorized Signatory

repugnant to the context hereof would mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns), through its duly Authorized Signatory of the Second Party.

AND WHEREAS the SECOND PARTY has represented that they have approval for collection of garbage by the Municipal Corporation, Gurgaon. They have offered their services for collection/transportation of Dry and Wet Waste. The FIRST PARTY has accepted the request of SECOND PARTY on the terms and conditions set forth in this Agreement.

AND WHEREAS it is deemed expedient to record the terms and conditions between the parties in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That the KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA) PLOT NO. GH-49, SECTOR-56, GURUGRAM - 122011, the FIRST PARTY has agreed to engage SECOND PARTY, on the terms and conditions contained hereinafter for collection of Dry and Wet Waste (hereinafter referred to as 'Garbage') from KVAOWA and its disposal at MCG specified/approved place.

2. This agreement will be effective from ¹⁴⁻²⁴⁻⁰⁴ 01.07.2024 and shall be valid till ³¹⁻³⁻²⁵ 30.06.2025 unless terminated earlier as per the terms and conditions of the Agreement. The Agreement may be extended on mutually agreed terms.

3. The FIRST Party will pay an amount of Rs. ^{47250/-} 49,612/- (Rupees Forty-Nine Thousand Six Hundred Twelve only) plus GST applicable per month as charges to the GOGREEN FACILITY SERVICES for collection of Garbage and payment to be made by 7th day of each month. The Second Party will submit its bill for payment by 02nd day of each month for settlement. (x)

4. That Second Party shall employ labors/workers with a proper dress, Logo, identity cards properly displayed by them. The workers/labors so employed should

The charges shall be increased by 5% w.e. 1.7.24
1.8. the charges shall stand revised to Rs. 49612/-
(Rupees forty nine thousand six hundred twelve only) JF
w.e. 1.7.24

**Indian-Non Judicial Stamp
Haryana Government**

Date: 23/05/2023

Certificate No: G2W2023E1046

Stamp Duty Paid: ₹ 101

GRN No: 1024977726

Penalty: ₹ 0

Deponent

Name: Go Green Facility services

H.No/Floor: Na

Sector/Ward: Na

Landmark: Na

City/Village: Gurugram

Suburb: Gurugram

State: Haryana

Phone: 011-111-77

Purpose: AGREEMENT to be submitted at Concerned office

The authenticity of this document can be verified by scanning the QR Code through smart phone or on the website <https://agr2023nrcm.in>

**AGREEMENT FOR COLLECTON OF DRY AND WET GARBAGE FROM
KENDRIYA VIHAR APARTMENT OWNERS WELFARES ASSOCIATION,
GURUGRAM (HARYANA)**

This Agreement is made and executed at Gurugram on this 23rd day of May, 2023.

By and Between:

PRESIDENT, KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION (KVAOWA) having its registered office at **PLOT NO- GH-49, SECTOR-56, GURUGRAM -122011** (Hereinafter referred to as **KVAOWA** which expression shall unless it be repugnant to the subject or context hereof would mean and include its successors in interest, executors, administrators, liquidators and assigns) of the First Party.

And

M/s GO GREEN FACILITY SERVICES having its office at Plot No.-3, 01st Lane Bandhwari Housing Society, Near Bandhwari Toll Tex, Gurugram, Haryana (hereinafter referred to as **'SECOND PARTY'** which expression shall, unless repugnant to the context hereof would mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns), through its duly Authorized Signatory of the Second Party.

(Signature)
President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



AND WHEREAS the SECOND PARTY has represented that they have approval for collection of garbage by the Municipal Corporation, Gurgaon. They have offered their services for collection/transportation of **Dry and Wet Waste**. The FIRST PARTY has accepted the request of SECOND PARTY on the terms and conditions set forth in this Agreement.

AND WHEREAS it is deemed expedient to record the terms and conditions between the parties in this Agreement.

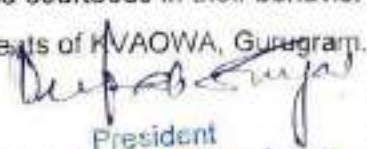
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That the KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION (KVAOWA) PLOT NO. GH-49, SECTOR-56, GURUGRAM - 122011, the FIRST PARTY has agreed to engage SECOND PARTY, on the terms and conditions contained hereinafter for collection of **Dry and Wet Waste** (hereinafter referred to as 'Garbage') from KVAOWA and its disposal at MCG specified/approved place.

2. This agreement will be effective from **01.01.2023** and shall be valid till **31.03.2024** unless terminated earlier as per the terms and conditions of the Agreement. The Agreement may be extended on mutually agreed terms.

3. The FIRST Party will pay an amount of Rs. 45,000/- (**Rupees Forty-Five Thousand only**) plus GST applicable per month as charges to the **GOGREEN FACILITY SERVICES** for collection of **Garbage** and payment to be made by 7th day of each month. The Second Party will submit its bill for payment by 02nd day of each month for settlement. The charges shall be increased by 5% w.e.f. 1.5.2023 i.e. the charges shall stand revised to Rs. 47,250/- (**Rupees Forty-Seven Thousand Two Hundred and Fifty only**) w.e.f. 1.5.2023.

4. That Second Party shall employ labors/workers with a proper dress, Logo, identity cards properly displayed by them. The workers/labors so employed should be polite and courteous in their behavior while collecting garbage from individual flats of the residents of KVAOWA, Gurugram.


President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

2



5. The vehicles provided by the Second Party to the workers employed for collecting the **Garbage** would be in workable/running conditions and Garbage would be properly covered/packed while transporting/collecting.

6. That all vehicles engaged by the Second Party should be of one color code with detailed name plate of contractor, i.e., Second Party. The Second Party will be penalized if it failed to collect the Garbage or any breach of terms and conditions stipulated in the Agreement with KVAOWA.

7. That SECOND PARTY shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable satisfaction of the FIRST PARTY as a whole & as per instructions of Govt. of Haryana Authorities.

8. That the SECOND PARTY shall provide the service diligently and in conformity with the applicable laws and regulations. SECOND PARTY shall carry out the service under the supervision of the First Party or its Representative.

9. That SECOND PARTY undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and Municipal Corporation, Gurugram.

10. SECOND PARTY shall ensure that the Garbage is collected in Truck/Tractor Trolley daily from 07.30 to 10.00 Hrs and taken out of Kendriya Vihar by 12.00 PM. SECOND PARTY agrees to keep the FIRST PARTY indemnified and harmless for the area occupied by SECOND PARTY in this respect.

11. The Second Party shall ensure that the Garbage (Dry and Wet Waste) is disposed of in the respective destinations designated by the MCG & other authorities of Government of Haryana.

12. The FIRST PARTY has permitted the SECOND PARTY for collection of Garbage from the apartments in the Society. It is made clear that any violation of these conditions shall entitle the FIRST PARTY to terminate this permission/agreement and to recover the cost of damages, any other charges, etc. from SECOND PARTY to make good including restoration work, etc.


President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

3



13. **SECOND PARTY shall pay any/all penalty imposed on them or on KVAOWA for dumping Garbage at any unauthorized place. The Second Party shall supply along with the monthly bill a statement indication the quantity of Dry, Wet and Other waste collected from the premises of the FIRST PARTY and its final disposal for the period to which the bill pertains. The FIRST PARTY shall not process the bill for payment in the ensure of this statement.**

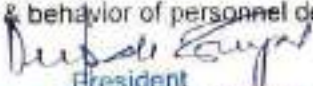
The SECOND PARTY shall ensure that all categories of waste are disposed of as per the MCG/Local Authority guidelines. Any violation of such guidelines/ /penalty imposed shall be the responsibility of the SECOND PARTY.

14. If Garbage is not collected regularly by SECOND PARTY, penalty on pro-rata basis shall be imposed by the FIRST PARTY on the SECOND PARTY. The SECOND PARTY will deploy at least Six (6) workers with Six Tempo/ Rikshaws/ Trolleys for collection of garbage and its proper disposal at the MCG- approved/ designated site(s). Penalty may be imposed by KVAOWA Management for short supply of workers by the SECOND PARTY as decided by the KVAOWA.

15. The SECOND PARTY shall be liable/responsible for filing all statutory returns/forms/ statements under various labour laws, acts and the rules made thereunder as applicable from time to time and depositing all with the government/ concerned authorities/government agencies and shall also ensure that the provisions of payment of Minimum Wages Act and any other Act(s), legislation(s) and the Rule(s) made there under, as applicable from time to time, are not violated in respect of its personnel/employee/worker/labour deputed/deployed by it for executing the collection and disposal of Garbage and the First Party shall, in no way be responsible for the SECOND PARTY, in whatever manner, arising under various labour laws and any other Act(s), legislation(s) and the Rule(s) made thereunder.

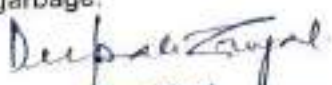
16. **The SECOND PARTY will not engage any sub-contractor for executing the said work of collection and disposal of Garbage under this agreement without written permission from the FIRST PARTY.**

17. SECOND PARTY shall immediately attend to any and all complaints of KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION regarding the working & behavior of personnel deputed/deployed by it.


President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011



18. The SCOND PARTY will ensure to deploy trained, experienced and uniformed staff. In case of violation, penalty will be imposed by the Management of KVAOWA.
19. SECOND PARTY shall be deputing its personnel with Identity Cards issued by the Organization. Police verification should also be got done from the Gurugram Police authorities & submitted with the FIRST PARTY.
20. SECOND PARTY shall be fully responsible for any mishap and the safety of SECOND PARTY workers as well as all equipment connected with the FIRST PARTY.
21. SECOND PARTY shall not supply or show the copy of this permission/agreement to any other organization or to its client(s) or to other client(s).
22. The FIRST PARTY shall retain the original of this permission/agreement and SECOND PARTY shall be provided with a carbon/photo copy thereof by the FIRST PARTY.
23. That the representative of the FIRST PARTY shall oversee the loading of the vehicle(s) when Garbage is loaded and taken out from the Demised Premises.
24. SECOND PARTY shall ensure that people handling Garbage collection from the demised premises have adequate training and knowledge of type of garbage being handled.
25. The SECOND PARTY shall ensure that the vehicle(s) for transportation of Garbage is are in perfect condition and the driver has valid driving license and other permissions and necessary papers.
26. That if any material is found to be taken out by SECOND PARTY except permitted, the FIRST PARTY have the sole right to cancel the agreement with immediate effect and have necessary permission from the District authorities for its collection and disposal at the designated approved by the MCG.
27. That the SECOND PARTY represents that they have the specialization to handle the garbage.


President
Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011

5



28. That the SECOND PARTY undertakes to indemnify and keep indemnified the FIRST PARTY in case of any misuse, mishandling, pilferage by its employee, agents and/or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authorities concerned.

29. The SECOND PARTY will ensure removal of blockage in the garbage chute in MS Blocks & keeping them clean by using disinfectants, etc. as provided by the KVAOWA/First Party. The garbage chute will be washed for monthly weekly by the worker concerned and disinfectant sprayed.

30. A Security deposit equivalent to 10% of the Annual Charges which comes to Rs. 45,000/- (Rupees Forty Five Thousand only) will be deposited by SECOND PARTY before signing of this Agreement without accrual of any interest on it.


31. The KVAOWA reserve the right to cancel the Agreement without assigning any reason at any time whatsoever.

32. The courts at Gurugram and/or the Punjab & Haryana High Court at Chandigarh alone shall have the jurisdiction in this matter.

SIGNED AND DELIVERED on behalf of the above named Kendriya Vihar Apartment Owners Welfare Association and M/s Go green Facility Services through their Authorized Signatory.

FIRST PARTY

(For KVAOWA)




President

**Kendriya Vihar Apartment Owners
Welfare Association (KVAOWA) Sector-56
Gurugram (Haryana)-122011**

In the presence of:

Witnesses: Witnesses:



(RITU, AEM)


26/5/23

Elected/Comm. Manager

SECOND PARTY

(For Gogreen Facility Services)

.....

.....

.....



.....

.....

Annexure 5

REPORT ON REVIEW OF SECURITY MANPOWER REQUIREMENT**1. Introduction**

This document presents a comprehensive analysis of the current security setup in Kendriya Vihar, encompassing manpower deployment, shift rosters, structural arrangements at various gates, CCTV surveillance, and budgetary considerations. The objective is to rationalize manpower deployment and suggest improvements for cost-effectiveness and operational efficiency.

2. Current Manpower as per Contract vs. Actual Deployment

Rank	As per Agreement	Deployed (CSO List)
Security Supervisor	2	3
STO (Special Task)	2	1
Lady Guard	1	1
Security Guards	49/50	50 (26 Day + 24 Night)

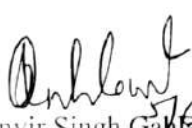
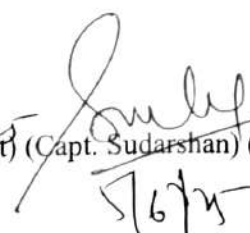
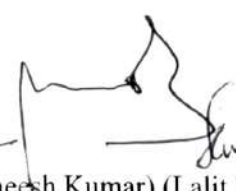



There is a discrepancy between the contracted manpower and the actual deployment. The CSO is supervising but is not on the rolls of the Security Agency.

3. Suggested Rationalized Deployment: -

Rank	Current	Suggested	Reduction
Supervisor	3	2	1
STO	1	0	1
Lady Guard	1	1	0
Security Guards	50	49	1
Total	55	49	3

4. Estimated Annual Cost Savings: -

Rank	Monthly Cost Rs	Reduction	Annual Saving Rs
Supervisor	29,374	1	3,52,488
STO	31,290	1	3,75,480
Security Guards	23,025	1	2,76,300
		Total Annual Saving	INR 10,04,268/-

 (Ranvir Singh Gahlawat)
  (Capt. Sudarshan)
  (Maneesh Kumar)
  (Lalit Kumar Mehta)
  (Sumit Jain)
  (Sudeep Chakravorty)

- 1 -

5. Suggested Deployment (Effective date as early as possible): -

Rank	Day	Night	Total
Supervisor	1	1	2
STO	0	0	0
Lady Guard	1	0	1
S/Guards	25	24	49
Total	27	25	52

6. Strategic Gate Management: -

- **Gate No. 1:** Main entrance with 3 guards and 1 Lady Guard. Should be restructured for 3 lanes (Residents, Visitors, Exit).
- **Gate No. 2 & 3:** Manned as per vehicle flow. Gate 3 may be decommissioned for vehicles post 3 PM to reduce manpower (Futuristic, if possible).
- **Gates No. 4 & 5:** Minimal deployment during operational hours.
- **Proposal:** Discontinue vehicular entry at Gate 3 and merge duties into Gate 1 operations to save 2 guards and 1 supervisor.

7. Toilets & Water Point – Security Risks

- Toilets near Gate 1 must remain locked and accessed only by authorized personnel.
- Water cooler should be replaced with pitchers outside the gate to prevent unauthorized access.

8. Budget Analysis

Financial Year	Security Budget (₹)
2023–24	1,00,74,693
2024–25	1,57,69,466
2025–26	1,80,00,000

Observation:

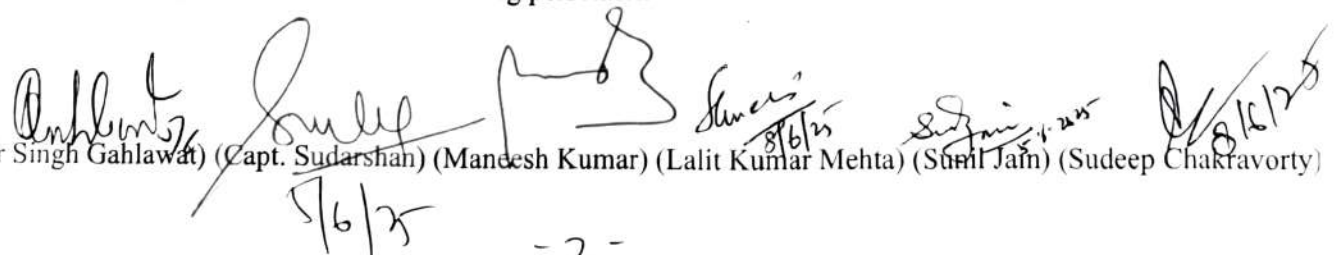
There is a huge increase in 2 years. The rise is attributed to change in vendor

Recommendation:

Negotiate revised terms with the existing agency. If unfeasible, replace the agency with a competent but reasonably priced alternative. Avoid rehiring staff from previous vendors.

9. CCTV Surveillance System

- **Current Setup:** 133 cameras. Monitored primarily by CSO; not on real-time basis.
- **Concerns:**
 - Monitoring is reactive, not preventive.
 - No dedicated monitoring personnel.


 (Ranvir Singh Gahlawat) (Capt. Sudarshan) (Mandesh Kumar) (Lalit Kumar Mehta) (Sumit Jain) (Sudeep Chakravorty)

• **Recommendations:**

- Train 2 guards for CCTV monitoring.
- Partition current CSO office or establish a separate console room.
- Installation points and actual requirement of additional camera may be finalised with the help of EC member of the block and separate budgeting may be done after approval from AGM.
- Involve security-experienced residents for future upgrade planning.

10. Strengthening Security and Attendance Monitoring Measures in the Society

It is strongly recommended that the following measures be implemented to enhance security and ensure effective monitoring of attendance and energy consumption in the society:

a) **Installation of Biometric Attendance System:**

- Biometric machines should be installed at *Gate No. 1* and the *Society Office* to record the attendance of all Security personnel, Manpower staff, and Housekeeping (Cleaning & Sweeping) staff at both entry and exit times.
- This will ensure accuracy in attendance records and facilitate proper wage calculation and compliance with statutory norms.

b) **Installation of High-Resolution CCTV Cameras:**



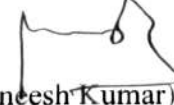
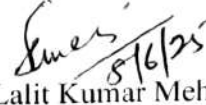


- High-resolution cameras should be installed at *Gates No. 1, 2, 3 and 5* to capture clear images of all individuals entering the premises, particularly delivery personnel.
- Security guards must ensure that all delivery persons remove their helmets at the entry point to allow for proper identification in camera footage.
- Guards should also be instructed to thoroughly inspect all vehicles without a number plate or with temporary number plates and allow entry only after confirming the identity of the person.

c) **Biometric Entry for Delivery Personnel, if technically plausible:**

- Explore the feasibility of integrating biometric machines provided by delivery companies such as *Zomato, Swiggy, Big Basket*, etc., with the society's system.
- This will enable biometric-verified entries and exits of delivery personnel, helping us maintain a digital log for enhanced security monitoring.

11. Long-Term Considerations

- Consult a qualified security advisor and vendor for future upgrades.
- Use PTZ, dome, or other strategic cameras only where necessary.
 - Continue periodic audits and shift reviews to maintain operational efficiency.

 (Ranvir Singh Bahlawat) (Capt. Sudarshan) (Maneesh Kumar) (Lalit Kumar Mehta) (Sunil Jain) (Sudeep Chakravorty)

5/6/25



Dr Ranvir Gahlawat <ranvirgahlawat@gmail.com>

Clarification regarding Audited accounts of KVAOWA

10 messages

Lalit Mehta <lkmehta@gmail.com>

Sun, Jun 1, 2025 at 7:05 PM

To: sachin.aggarwal@camjsn.com

Bcc: ranvirgahlawat@gmail.com

Dear Sh Sachin,

Reference our telecon a while ago, kindly provide a clarification on the following issues:

1. We would be interested in knowing where the surplus of AMS fund collection over the expenditure for the given year is shown/parked for the last five years? Please give the figures.
2. Under what head the surplus fund as depicted in the Audited accounts, clearly stating the component from the AMS. For your reference, this data is appended below from the audited annual reports:

S.No.	Financial Year	Audited Surplus/Deficit	Notional Depreciation	Actual Funds in Hand (INR)
1.	2021-22	82,56,214.98	5,43,545.75	87,99,761.00
2.	2022-23	4,29,662.00	43,17,674.00	47,47,336.00
3.	2023-24	(-)57,84,427.00	64,72,226.00	6,87,799.00
Total				1,42,34,896.00

3. As discussed, the depreciation is no finance expenditure (it is actually a notional expenditure), therefore under what head the money shown against depreciation is parked.

It will be appreciated if the above clarifications are provided by the forenoon of 2 Jun 2025.

Regards,
L.K.Mehta

Note : Please do not print this email unless it is absolutely necessary. Spread environmental awareness.

Lalit Mehta <lkmehta@gmail.com>

Wed, Jun 4, 2025 at 7:02 PM

To: ranvirgahlawat@gmail.com, Sudeep Chakravorty MS-7/304 <sudeepchakravorty@gmail.com>, Sudershan Kumar <sudershankr1955@gmail.com>, suniljain17260@gmail.com, maneesh chopra <maneesh_1966@yahoo.co.in>

----- Forwarded message -----

From: **sachin aggarwal** <sachin.aggarwal@camjsn.com>

Date: Wed, 4 Jun 2025 at 18:43

Subject: Re: Clarification regarding Audited accounts of KVAOWA

To: Lalit Mehta <lkmehta@gmail.com>

Cc: Mjsnoffice1 <mjsnoffice1@gmail.com>, myadavggg <myadav.ggn@gmail.com>, atuldhyani <atuldhyani@rediffmail.com>, surgoyal60 <surgoyal60@hotmail.com>

Dear Sir,

Thank you for your email and for sharing the referenced financial figures for our review.

We have examined your queries and offer the following clarifications. However, we would like to respectfully mention that some aspects of the query remain broad or open-ended. Should you wish to elaborate further, we will be happy to provide more specific responses.

1. Accounting System and Surplus Treatment

We follow the **accrual system of accounting**, consistent with applicable accounting standards. Under this method, income and expenditure are recognized when earned or incurred, not necessarily when cash is received or paid.

The **surplus from AMS**, net of related expenses, is reflected in the **Income & Expenditure Account** and transferred to the **General Fund / Reserves & Surplus** in the Balance Sheet. While the AMS component is not shown as a distinct line item, it forms part of the society's financial results.

2. Head of Account for AMS Surplus

Such surplus is typically allocated to the **General Fund**, unless specifically earmarked by internal resolution. In such cases, the treatment is disclosed via:

- **Earmarked Fund heads**, or
- **Notes to Accounts** in the audited statements

If a particular classification or presentation is being referred to, we welcome further clarification so we can address it accordingly.

3. Treatment of Depreciation

Depreciation is a **non-cash, notional expense**, accounted for to reflect the reduction in value of assets over time. While it affects the book surplus, it does not impact actual fund availability.

4. Disclosures in Audited Financials

All income, expenditure, depreciation, reserves, and fund balances are **transparently and accurately disclosed** in the audited financial statements, including:

- Income & Expenditure Schedules
- Notes to Accounts on depreciation policy and reserve treatment
- Balance Sheet disclosures of General and Earmarked Funds

5. Past Submissions, AGM Clarifications & Independent Review

We respectfully highlight that over the last **four years**, we have provided the previous committees with **comprehensive financial data, multiple clarifications, and supporting documents**, all of which are already part of the records.

Further, the **financials for previous years were thoroughly reviewed and vetted by Mr. Chandra, a highly respected senior society member and retired official from the Comptroller and Auditor General (CAG) of India**. His expert scrutiny added a strong layer of independent oversight and validation to the accounts.

In addition, during various **Annual General Meetings (AGMs)**, several related queries were raised, discussed, and satisfactorily addressed before the accounts were formally adopted by the general body.

6. Recent Workload & Clarification Responsibilities

In the **last one month alone**, we have once again responded to a number of queries and shared relevant financial information in a cooperative spirit.

We would also like to point out that **no formal written instruction** has been issued by the present committee directing us to respond to such queries on record. As such, the **responsibility for resolution of past financial queries lies primarily with the Managing Committee of the relevant time** and the **internal administrative team** appointed for such tasks.

Additionally, we are currently working on the **finalization of accounts for FY 2024–25**, as instructed by the **present Treasurer CA. S.K. Goel**, which has understandably taken precedence and contributed to delays in responding to informal or repeated requests.

7. Concern Regarding Inappropriate Remarks

We wish to place on record our concern regarding comments made by a committee member such as **“sab cheezein ghuma rakhi hain.”**

Such **unsubstantiated and broad remarks are not only inappropriate but unfair**, especially considering the transparency, professionalism, and time invested in maintaining and explaining the accounts. If any member has difficulty understanding a particular accounting treatment, we remain available for clarification — but generalised statements diminish the credibility of genuine efforts and may mislead others. So, we urge all the stakeholders to avoid such remarks.

8. Request for Process Formalization

To avoid further ambiguity, we respectfully **urge the present committee to kindly formalize the process of financial review and query resolution** — including clearly designating roles and communication protocols. This would help establish whether we are officially obligated to respond to such queries and, if so, through which forum and timeline.

A formal structure will ensure clarity, efficiency, and accountability in all future financial discussions, and will help us allocate time and resources appropriately while continuing to support transparency.

9. Acknowledgement Requested

We kindly request you to **acknowledge receipt of this communication** so that we are assured it has been duly noted.

We remain committed to cooperation and transparency. Kindly route any future queries through formal communication channels, referencing specific points, so that we may respond constructively and effectively.

Warm regards,

Thanks & Regards,
For MJSN and Co. LLP
Sachin Aggarwal
Partner
B.com(H), CA, LLB