

TENDER FOR SUPPLY OF MANPOWER SERVICES FOR
Ch. Bansil Govt. College For Women, Tosham
2020-21

Ref. No.

Dated:

TENDER NOTICE

Sealed tenders are invited from only those registered, reputed and financially sound Companies, Firms and Cooperative Societies located in the State of Haryana whose's Head Office/office branch must be situated at Bhiwani/ Hisar, registered under Shop & Commercial Establishments Act, 1961 for providing services to engage persons through outsourcing at Ch. Bansil Govt. College for Women, Tosham and Govt. College for Women, Behal for the work detailed in the table below as per requirement of the College from time to time for a period of one year initially.

Particulars of work	Earnest Money (Rs)	Tender document fee Rs.)	Approx. Manpower required	Tender Submission Date	Tender Opening Date
To provide manpower services at G.C.W. Tosham / G.C.W. Behal	25,000/- DD in favour of Principal G.C.W. Tosham	Rs. 1,000/-	Mali, Sweeper, Chowkidar, Peon, Restorar, Library Attendant, Steno, Lab Attendant, Clerk and other office staff as permitted by DGHE according to time to time need of concerned college.	03.08.2021 to 13.08.2021 Upto 4:00 PM	17.08.2021

To be eligible the bidder should have minimum consecutive five years experience in the similar field of unskilled, semiskilled, skilled and high skilled providing and manpower services in the Government Departments/Public Sector (Central or State)/ Private Sector and valid license from Labour and/or the concerned Departments of the State/Union Territory and ESI/EPF, Service Tax and PAN/GIR numbers from the concerned Departments of the Government for providing manpower as mentioned above.

Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered. **The tenders received without earnest money and any deviation from the conditions prescribed in tender documents will be outrightly rejected.**

The under signed has the right to accept or reject any/all tender (s) without assigning any reason thereof.

The Tender documents can be downloaded from this college website gcwtosham.ac.in

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Principal
Ch. Bansil Govt. College for Women,
Tosham (Bhiwani)

1. ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of the intended bidder can contact the office on any working days from 9:00 AM to 4:00 PM.

ELIGIBILITY CRITERIA:-

The following shall be the eligibility criteria for selection of bidders technically: -

- a. The Bidder should be registered with the Income Tax, Service Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- b. The Bidder should also have clearance from Sales/Service Tax Department, and Income Tax Department. Relevant proof in support shall be submitted.
- c. The Bidder should have minimum consecutive five years experience in the similar field of unskilled, semiskilled, skilled and high skilled providing and manpower services in the Government Departments/Public Sector (Central or State)/ Private Sector. The bidder should submit proof to support the claim along with satisfactory report from the concerned organization of said period.
- d. The bidder should not have been blacklisted by any Central/State Government Department/Public Sector Undertaking/Board/Corporation etc. satisfactory service certificate.
- e. The bidders should produce a solvency certificate from a nationalized bank.
- f. The firm who gives the lowest service charges will be considered as L-1. Service charges should be **more than 2% and rate should be in percentage upto two decimal places in the format X.YZ% or AB.CD% only(for example 2.01%, 2.02% etc.)**. Further, if same rate is quoted by different firms then criteria mentioned below will be adopted to finalize the tender.

1. Number of Years in operations (Experience)	Max. 10 Marks
a) Up to 5 years	01 marks
b) More than 5 years and upto 10 years	02 marks
c) More than 10 years and upto 14 years	03 marks
d) More than 14 years	04 marks
2. Average turnover of last 3 years	Max. 8 Marks
a) Upto 5 Crores	01 marks
b) More than 5 Crore and upto 15 Crore	02 marks
c) More than 15 Crore and upto 50 Crore	05 marks
3. Average net profile (after tax) for the last 3 years	Max. 16 Marks
a) Upto 10 Lakhs	01 marks
b) More than 10 Lakhs and upto 25 Lakhs	05 marks
c) More than 25 Lakhs and upto 50 Lakhs	10 marks

4. Solvency Certificate	Max. 8 Marks
a) Upto 1 Crore	01 marks
b) More than 1 Crore and upto 1.5 Crore	02 marks
c) More than 1.5 Crore and upto 2 Crore	05 marks
5. Valid Contract Labour License under 1970 Act	Max. 04 Marks
a) 0 to 200	01 marks
b) 201 to 500	03 marks

B. INSTRUCTIONS TO THE BIDDERS:-

- i) The conditional bids will not be considered and will out rightly be rejected.
- ii) Service provider should quote the service charges (in Annexure-II) to be charged by him over and above the minimum wages fixed from time to time by the State Govt. under the Minimum Wages Act, taking everything into account including uniforms, TDS and other statutory liabilities and benefits available to the employees under Labour Welfare Laws as applicable in Haryana. However, the amount of EPF, ESI and Service Tax shall be paid by the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal as applicable from time to time, which will be deposited by the service provider in the concerned offices.
- iii) **Each page of Tender Form and its enclosures should be given the page number and signed by the tenderer as a token of acceptance of terms and conditions of the tender, in the absence of which the tender will be treated as invalid and eligible to berejected.**
- iv) **All entries in the Tender Form should be legible and filled clearly, neatly and accurately. Any alteration, erasing or over-writing would make the tender invalid unless the same are neatly carried out and attested.**
- v) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- vi) The Principal Ch. Bansilal Govt. College for Women, Tosham reserves the right to accept or reject any/all bids without assigning any reason.
- vii) The selected bidder will have to execute an agreement on stamp paper of appropriate value.
- viii) The tenderer will have to provide an undertaking regarding non-participation of near relatives in the tender as per Annexure-III.
- ix) The Bidder will have to provide an undertaking and certificate as per Annexure- IV that:-
 - (i) He will comply with terms & conditions mentioned in the bidding document.
 - (ii) Rates quoted are not in any way higher than those quoted to any others state/ central Govt.
 - (iii) Gives right to Principal Ch. Bansilal Govt. College for Women, Tosham for forfeiting the earnest/ security money deposited by him in case of breach of

conditions of contract.

(iv) To provide the manpower services as per the direction given in the tender document/contract agreement.

C. Terms and conditions

1. The contract is likely to commence from the date the execution of agreement or such date as may be decided by the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal and would continue till the expiry of 12 months from such date. The period of the contract may be extended after completion of aforesaid period on the same terms and conditions with the mutual consent of both the parties.
2. The bidder will strictly adhere to the Government instructions issued for outsourcing policy of Part I dated 06.04.2015 and 05.04.2018 and any other Govt. instructions issued from time to time. Further, the bidder must ensure that the total manpower deployed for delivering the services should be as per reservation policy of Government issued vide letter No. 22/104/2014-1GS III dated 12.03.2018 and letter no. 22/04/2014-GS-III dated 09.07.2021.
3. The age of the employees should be 18-50 years as per Haryana Govt. rules / instructions. Retirees persons should not be more than the age of 65 years.
4. The qualifications and other requirements of the manpower for the post should be at par with Haryana Govt. In case of exigency, the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal shall have the right to relax the age/ qualifications of the employees.
5. Based on the requirement of the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal the number of manpower may be reduced/ increased from time to time.
6. The Service providers will not employ any person below the age of 18 years.
7. The Service provider will obtain an affidavit from each person so provided to Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal that he/she will have no right to get regularize his/her services in the Ch. Bansilal Govt. College for Women, Tosham or any other claim before providing the service of the workers to the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal.
8. All the staff (wherever applicable) deputed in the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal should always be in neat and clean uniform provided by the service provider. In case an employee of the service provider is not found in proper uniform, the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal reserves the right not to allow such person within the premises. The service provider will supply the complete uniforms to the staff.
9. All persons engaged by the service provider should be healthy, physically fit and free from communicable diseases.

10. The antecedents of the personnel deployed by the service provider will be above board.
11. The staff deployed will be issued identity cards by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the service provider will be responsible. The Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal will be at liberty to deduct the amount of such loss from the service provider after holding an enquiry. The decision of the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal to this effect will be final and binding.
12. The staff already deployed will not be changed by the service provider without the approval of the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal and the orders/guidelines of Haryana Govt. and Hon'ble courts will be strictly followed in this matter. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal.
13. The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal will, in no way, be responsible for settlement of such issues whatsoever. The Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal will not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the service provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons provided to the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal by the service provider will always remain employees of the service provider for all intents and purposes, and the service provider alone will be liable for any dispute which may have any sought of legal repercussions in a court of law.
15. The service provider will communicate the name, parentage, residential address, date of birth, academic qualifications, previous experience etc. along with a photograph of the persons deputed, to the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal.
16. In case work or conduct of the deployed manpower is found unsatisfactory, he/she will be sent back without assigning any reason. The service provider will be liable to provide his/her replacement on demand within 24 hours.
17. The service provider will be responsible for the attendance of his staff in the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal. In case any staff of the service provider remains absent or granted leave by the service provider, he will send/arrange his/her substitute. The service provider will be responsible for obtaining a license/renewing the license, as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act and the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal will not be responsible for any

damages/losses on this account.

18. The service provider should have been registered with PF authorities and have his own PF code No. under the EPF Act and MP Act, 1952.
19. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, Employees State Insurance, Maternity Benefit and other labour laws in respect of the persons deployed by it in the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal. The service provider will be liable to pay the staff at least the minimum wages as per wages fixed under the Minimum Wages Act by the State Govt. from time to time.
20. The service provider will be liable for depositing all taxes, levies, case etc. on account of service rendered by it to the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal to the concerned authorities from time to time as per extant rules and regulations in the matter.
21. The service provider will raise invoice/bill within 2-3 days of the closing of the billing month to the College along with a detailed wages sheet showing list of workmen with their names, no. of days worked during the month, wages admissible, EPF/ESI deduction, net amount payable to each employee, signature of workmen as a token of proof that the wages as shown in the wages sheet have been disbursed to the workmen and a copy of challan showing deposit of EPF,ESI and service tax in respect of previous month.
22. The service provider will be responsible for the payment of statutory liabilities such as EPF/ESI in respect of the manpower deputed by him and service tax as per the prescribed schedule, every month, irrespective of the date of payment by the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal. The payment for successive month will be released on receipt of the evidence of deposition of EPF/ESI in the workers' accounts for the previous month. If the service provider does not produce satisfactory evidence regarding deposition of EPF and ESI dues, the Ch. Bansilal Govt. College for Women, Tosham/Govt. College for Women, Behal will withhold payment or will recover the interest loss to the manpower with the consultation of the authority competent.
23. The Tax Deduction at Source (TDS) will be deducted as per the provisions of Income Tax Laws, as applicable from time to time and a certificate to this effect will be provided to the service provider by the concerned DDO/Higher Education Department Haryana.
- 24. The service provider after acceptance of work order will deposit performance security of Rs 1,00,000/- (Rs. One Lac only) in the form of demand draft in favor of Principal Ch. Bansilal Govt. College for Women, Tosham and Rs 1,00,000/- (Rs. One Lac only) in the form of demand draft in favor of Principal Govt. College for Women, Behal and provide two copies of signed agreement to each college (GCW, Tosham and GCW, Behal) within 7 days. Thereafter, he shall commence the work order.**
25. In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.
26. The Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College

for Women, Behal reserves the right to terminate the contract at any time after giving one month's notice to the service provider.

27. The contract can be terminated at any time by the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal due to deficiency in service by the service provider.
28. All documents to be submitted by the tenderers with their offer should be self-attested in case the same are copies of original documents.
29. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
30. The offer without prescribed earnest Money & tender Fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by Principal Ch. Bansilal Govt. College for Women, Tosham.

However, if the disputes are not resolved amicably by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (amended from time to time). The Sole Arbitrator shall be nominated/appointed by the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal. The venue for the Arbitration will be Bhiwani Haryana and the decision of the sole arbitrator shall be final and binding on the parties.

Jurisdiction of Court: - This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Bhiwani.

Principal
Ch. Bansilal Govt. College for Women,
Tosham (Bhiwani)

Office of Principal Ch. Bansilal Govt. College for Women, Tosham (Bhiwani)

ANNEXURE-I

Tender for Supply of Manpower Service to the Principal Ch. Bansilal Govt. College for Women, Tosham / Principal Govt. College for Women, Behal (Bhiwani)

1. Name of Tendering Company/Firm/Co-op. Society _____

2. Full address of Registered office

Telephone

No. _____ Mobile _____

Fax No. _____ Email _____

3. Full Address of Operating/Branch Office:

Telephone No.: _____ Fax No. _____

E-mail Address: _____

4. Name & details of the person to be contacted:-

Name:-

Designation:-

Tel No.:-

E-mail:-

Fax No.:-

Aadhar No.

5. Details of Earnest Money Deposit: **Rs. 25,000/- (Rs. Twenty five Thousand Only)**

Pay Order / D.D. No. Dated.

Drawn on Bank: _____

6. PAN/GIR No. _____
(Attach attested copy)
7. Detail of issue of certificate of registration under the contract labour
(Regulation and Abolition) _____
(Attach attested copy)
8. Registration & incorporation particulars of the firm:
 - (i) Private Limited ☐
 - (ii) Public Limited ☐
 - (iii) Another–Please specify
.....
9. Service Tax Registration No. _____
(Attach attested copy)
10. EPF Registration No. _____
11. ESI Registration No. _____
12. Permanent Income Tax number, Income Tax circle **(Please attach copies of income-tax return for last 3 years)**
13. TIN Number
14. Turnover of the bidder preceding three years : Rs. _____
15. Certificates of satisfactory work of similar nature from department/ organizations, during last **five years** are attached.
16. Solvency certificate from a nationalized bank **(Attach Copy)**.
17. I/we certify that I/we have read the terms & conditions as given in the tender documents. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/is to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribes under the minimum wages Act, 1948 fixed by Chief Secretary Haryana No. 16/7/2015/-1GSII dated 6.4.2015 along with all other statutory dues as Employees Provident Fund , Employees State Insurance, Employees Deposit Link Insurance etc to his employees. I/We further undertake that I/We will observe compliance of all relevant Labour Laws as applicable viz payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour/(R&A) Rules, 1974,EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or Rules framed there under from time to time by the Central or State Government (s) and or any authority constituted by or under any law, for the category of persons deployed by me/us.

It is further certified that I/We have read over the tender documents and have understood the contents. I/we undertake to abide by the term & conditions as laid down in the tender documents in case the contract is awarded to me/us.

It is further certified that the bidder or any of its partner has not been black-listed/prosecuted by any Central/State/UT Department /Statutory Body or by any Court of Law (Attached Affidavit as Annexure-V).

Place:-Tosham (Bhiwani)

Signature of Tenderer_____

Dated:_____

Name of the Tenderer_____

Address_____

Note: - All copies of documents should be self attested. The original documents should be produced at the time of opening the Bid.

FINANCIAL BID

Name and Address of Bidders.....

After having read and understood the terms and conditions of the tender, I/we hereby submit our financial bid as under:-

Service charges (**in percentage upto two decimal places in the format X.YZ% or AB.CD% only for example 2.01%, 2.02% etc.)** to be percent charged over and above the minimum wages fixed from time to time by the State Govt. for various categories of manpower, under the minimum wages, Act.

Note:- the EPF,ESI and service tax will be paid by the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal, over and above the rates quoted above as per law applicable from time to time.

Dated:.....

Signature and Seal of the Tenderer

Place:.....

Name.....

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I, S/o..... ,

R/O.....

hereby certify that none of my relative(s) are employed in the Office of Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signed_____

Bidder Name (Capital Letters)_____

Position_____

Date _____

UNDERTAKING

1. I/we the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding up on me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted to any other state/central Govt.
3. I/We give the rights to the Principal Ch. Bansilal Govt. College for Women, Tosham/Principal Govt. College for Women, Behal to forfeit the Earnest Money /Security money deposited by me/us in case of breach of conditions of Contract.
4. I/we hereby undertake to provide the manpower services as per the directions given in the tender document/contract agreement.

Place: Date

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

AFFIDAVIT

I/We _____ (Name) Service
Provider/Partner/Sole Proprietor (strike out which is not applicable) of
(firm) _____ do hereby
solemnly affirm and declare that the individual/Firm/Companies are not black listed/ prosecuted
by any Central/State Governments/ Union Territories / Departments/Offices/Statutory Bodies /
Autonomous Organizations / Research Institutions / any Court of law or any Partner or share
holder thereof not directly or indirectly connected with or has any subsisting interest in business of
my/ our Firm.

DEPONENT

Place _____
Date _____

Address _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our
knowledge and belief. No part of it is false and nothing has been kept concealed therein.

DEPONENT

Place:

Address _____

Date:
