

**TENDER FOR SUPPLY OF MANPOWER
SERVICES FOR HIGHER EDUCATION
DEPARTMENT HARYANA, PANCHKULA**

**HIGHER EDUCATION DEPARTMENT HARYANA, PANCHKULA
SHIKSHA SADAN, SECTOR-5, PANCHKULA, PH. NO. 0172-2562051**

Ref. No. 4/11-2020 Admn. (4)

Dated: 19.6.2020

E- TENDER NOTICE

Online tenders under two bid system (**Technical and Financial Bid**) on website www.etenders.hry.nic.in. 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 Chandigarh/Panchkula/Mohali registered under Shop & Commercial Establishments Act, 1961 for providing services to engage persons through outsourcing at Office of Director General Higher Education Haryana, Panchkula for the work detailed in the table below, as per requirement of the Department from time to time for a period of one year initially.

Particulars of work	Earnest Money (Rs in lakh)	Tender document fee+ E-service fee(Rs.)	Approx. Manpower required	Tender download start date	Approx. value Yearly (Rs. in crore)	Tender Submission End Date	Tender Opening Date
To provide manpower services at Office of Director General Higher Education Haryana Panchkula	2.00 Lakh	Rs. 1,000/- + Rs. 1,000/- = Rs. 2000/-	I. Electrician/Plumber/ Carpanter/Sweeper/ Mali/Labour = 45 II. Driver/Clerk/Receptionist/Legal Asstt./Asstt District Attorney (Rtd.) /Assistant (Retd.) = 58 III. Development Asstt./ Research Asstt. = 13 IV. Language Editor/Development Assistant/Research Asstt.= 10 V. Data Entry Operator = 09 Total = 135	23.6.2020	04 Crore 20 Lac	09.7.2020	10.7.2020

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 prescribed tender form will be rejected. The Financial bids will be opened only for those tenderer, who fulfill the requisite conditions of Technical Bids.

Director General Higher Education Haryana, Panchkula has the right to accept or reject any/all tender (s) without assigning any reason thereof.

AJIT BALAJI JOSHI
Director General Higher Education
Haryana, Panchkula

**HIGHER EDUCATION DEPARTMENT HARYANA, PANCHKULA
SHIKSHA SADAN, SECTOR-5, PANCHKULA, PH. NO. 0172-2562051**

Ref. No. 4/11-2020 Admn. (4)

Dated: 19.6.2020

Online tenders are invited in two stage bid system i.e. Technical Bid and Financial Bid as per details given below in

SCHEDULE-“A”

Sr. No.	PARTICULARS	REMARKS
1.	Tender Notice No.	4/11-2020 Ad (4)
2.	On line Bid submission	23.6.2020
3.	Last Date of submission	09.7.2020
4.	Date and time of opening of Technical Bid	10.7.2020 11:00 AM
5.	Date and time of opening of Financial Bid	To be decided later on
6.	Tender fee	Rs. 1000/-
7.	Earnest Money required.	EMD Rs 2.00 Lakhs in the form of Bank Guarantee in favour of REGISTRAR EDUCATION, OFFICE DIR.GEN HIGHER EDUCATION payable at Panchkula
8.	E-service Fee.	As per online mode
9.	Rates to be kept valid for acceptance up-to.	1 year from the date of approval of rates.

Please note: *The hard copy EMD and tender fee should reach the department before the end date of submission.*

A. Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

1. All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. www.etenders.hry.nic.in. Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – www.etenders.hry.nic.in.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate form.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal www.etenders.hry.nic.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information

Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate, however, will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - www.etenders.hry.nic.in. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal etender system on the Home Page at www.etenders.hry.nic.in.

5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the etender portal www.etenders.hry.nic.in.

6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7. Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) One time Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee, eService Fee and EMD shall be made by bidders/ Vendors online directly through Debit Cards, Internet Banking Accounts and through RTGS / NEFT & OTC. The

secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-tender website (www.etenders.hry.nic.in) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical bid.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial bid and not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of e-tenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

All queries would require to be registered at our official email-eproc.nichry@yahoo.com & a.manju@nic.in for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:-

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

Haryana e-tender Help Desk Office will remain open 7x24 hours

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal www.etenders.hry.nic.in.

For help manual please refer to the 'Home Page' of the e-tender website at

www.etenders.hry.nic.in, and click on the available link 'How to...?' to download the file.

A. BRIEF DESCRIPTION ON SCOPE OF WORK:-

The scope of work is as under:-

- (i) Security Services and supply of other manpower's at Office of Director General Higher Education Haryana, Panchkula Department will be required to be provided on all working days, included any other type of miscellaneous type of work assigned by the officer-in-charge.
- (ii) In case of Electrician/Plumber/Carpenter/Sweeper/Mali and Labour services will be needed from 8:30 AM to 5:30 PM (with normal lunch break) during working days except Saturday, Sunday and other Gazetted Holidays as applicable in Haryana. However, in case officers sit late in the office to dispose off official work, the services of engaged persons will be needed till the officers remain in the office. Also in case of emergency, the engaged person will have to attend office on Saturday, Sunday and during Gazetted Holidays for which he/she will be given advance intimation.
- (iii) The Drivers will remain at the disposal of officers and can be called at any time i.e. Saturday, Sunday and other Gazetted holidays also.
- (iv) In case of Clerk/Receptionist/Legal Asstt./Asstt. District Attorney (Retd.)/Assistant (Retd.)/Development Asstt./Research Asstt./Language Editor/Development Assistant/Research Asstt and Data Entry Operator to the Higher Education Department, services will be needed from 9:00 AM of 5:00 PM (with normal lunch break) during working days except Saturday, Sunday and other Gazetted Holidays. However, in case officers sit late in the office to dispose of official work, the services of engaged persons should be needed till the officers remain in the office. Also in case of emergency, the engaged person will have to attend office on Saturday, Sunday and during the Gazetted holidays for which he /she will be given advance intimation without any extra remunerations.
- (v) Leave reserve for weekly rest and other holidays/national holidays will be provided by the Service Provider. No extra charges will be paid by the Higher Education Department for the above.

B. 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 present **net worth** of the participating firm should be **Rs. 1.00 Crores** certified by CA/Bank.
 - e. The **Annual Turnover** of the bidder should be minimum **Rs. 5.00 Crore** for the tendered work / similar field in preceding last three years ending 31st March of the previous financial year for which they would submit audited balance sheet alongwith certificate from Chartered Accountant for last 3 years.
 - f. The bidder should not have been blacklisted by any Central/State Government Department/Public Sector Undertaking/Board/Corporation etc. satisfactory service certificate.
 - g. The bidder on selection should produce a solvency certificate Rs. 1.00 Crore from nationalized bank.
 - h. The rates quoted in the Financial Bid should be upto hundredth place after decimal. Further only rates quoted upto hundredth place after decimal will be considered.
 - i. The firm who gives the lowest service charges will be considered as L-1. Service charges should be more then 2% and rate should be in percentage only. 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

C. INSTRUCTIONS TO THE BIDDERS:-

- i) The successful bidder will be required to deposit security of 5% within a period of 7 days from the date of issue of letter of offer by the Director General Higher Education Haryana, Panchkula in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Chandigarh/Panchkula/Mohali. If the selected bidder, after award of contract, fails to perform the assigned work, his security with the Director General Higher Education Haryana, Panchkula will be forfeited. The Performance Security Deposit of the service provider will be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and violation of any terms & conditions of the contract as stipulated in the bid documents. Refund of performance security deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract. No interest will be paid to the service provider on the performance security Deposit.
- ii) The conditional bids will not be considered and will out rightly be rejected.
- iii) Since the headquarter of the Director General Higher Education Haryana, Panchkula, therefore, the service provider should quote the service/administrative charges in percent, 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 Higher Education Department as applicable from time to time, which will be deposited by the service provider in the concerned offices.
- iv) 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 be rejected.
- v) 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.
- vi) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- vii) The Director General Higher Education Haryana, Panchkula reserves the right to accept or reject any/all bids without assigning any reason.

- viii) The selected bidder will have to execute an agreement on stamp paper of appropriate value.
- ix) The tenderer will have to provide an undertaking regarding non-participation of near relatives in the tender as per Annexure-IV.
- x) The Bidder will have to provide an undertaking as per Annexure-III 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 Director General Higher Education Haryana, Panchkula 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.

D. Terms and conditions

1. The contract is likely to commence from the date the execution of agreed or such date as may be decided by the Director General Higher Education Haryana Panchkula 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.
3. The age of the employees should be 18-45 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 Higher Education Department shall have the right to relax the age/ qualifications of the employees.
5. Based on the requirement of the Higher Education Department, 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 the persons so provided to the Higher Education Department that he/she will have no right to get regularize his/her services in the Higher Education Department or any other claim before providing the service of the workers to the Higher Education Department.
8. All the staff (wherever applicable) deputed in the Higher Education Department 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 Higher Education Department reserves the right not to allow such person within the premises. The service provider will

supply the complete uniforms to the staff in consultation with the Higher Education Department within 7 days from the date of entering into contract.

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 Director General, Higher Education will be at liberty to deduct the amount of such loss from the service provider after holding an enquiry. The decision of the Director General Higher Education Haryana, Panchkula to this effect will be final and binding.
12. The staff so deployed will not be changed by the service provider without the approval of the Higher Education Department. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the Higher Education Department.
13. The Service provider will depute a coordinator, who would be responsible for interaction with the Higher Education Department so that optimal services of the persons deployed by the service provider could be availed without any disruption.
14. The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Higher Education Department will, in no way, be responsible for settlement of such issues whatsoever. The Director General Higher Education Haryana, Panchkula 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.
15. The persons provided to the Higher Education Department 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.
16. 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 Higher Education Department.
17. 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.
18. The service provider will be responsible for the attendance of his staff in the Higher Education Department. In case any staff of the service provider remains absent or granted leave by the service provider, he will send/arrange his/her substitute otherwise a penalty @ Rs. 50/- per person per day will be imposed on him in addition to marking of absence of the person. The penalty so imposed will be deducted from the bill of the service provider for the absence period.

19. In case of inability of the service provider to depute manpower in the Higher Education Department the same will be got done from the market at the cost of service provider and the expenditure so incurred will be deducted from the bill of the service provider.
20. In case of emergency, the service provider will be required to depute extra hands without any extra charges.
21. The Chief Commissioner, Haryana Right to Service Commission or his nominee will be at liberty to check at any time, deployment of staff by the service provider.
22. 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 Higher Education Department will not be responsible for any damages/losses on this account.
23. 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.
24. 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 Higher Education Department. 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.
25. The service provider will be liable for depositing all taxes, levies, case etc. on account of service rendered by it to the Higher Education Department to the concerned authorities from time to time as per extant rules and regulations in the matter.
26. In case the service provider fails to comply with any statutory duty/liability under appropriate law, and as a result thereof, the Higher Education Department is put to any loss/obligation, monetary or otherwise, the Higher Education Department will be entitled to get itself reimbursed out of the outstanding bills and the Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. If any amount is still required to be recovered, the same will be recovered through process of Law.
27. The service provider will maintain all statutory registers under the applicable Laws. The service provider will produce the same, on demand to the concerned authority of this office or any other authority under law.
28. The service provider will raise invoice/bill within 2-3 days of the closing of the billing month to the department 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.
29. 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 Higher Education Department.

30. 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 Higher Education Department will withhold payment or will recover the interest loss to the manpower with the consultation of the authority competent.
31. The service provider will disburse the wages to the persons deputed by him in the Higher Education Department premises into the employee's bank account on or before the 7th of the successive month failing which penalty @ Rs. 1000/- per day will be imposed up to 15th of the month and the contract will be liable to be terminated.
32. 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 Higher Education Department.
33. No payment will be made in advance by the Higher Education Department nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.
34. The service provider after acceptance of work order will deposit performance security and provide two copies of signed agreement within 10 days. Thereafter, he shall commence the work order.
35. The service provider will not be allowed to transfer, assign, pledge or sub contract his rights and liabilities under this contract to any other agency/person without the prior written consent of the Higher Education Department.
36. In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.
37. The Director General Higher Education Haryana, Panchkula reserves the right to terminate the contract at any time after giving one month's notice to the service provider.
38. The contract can be terminated at any time by the Higher Education Department due to deficiency in service by the service provider.
39. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.
40. All documents to be submitted by the tenderers with their offer should be self-attested in case the same are copies of original documents.
41. 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.
42. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://etenders.hry.nic.in/>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid.

However, the firms have option to submit the supporting documents as required to be supported along with Technical Bid either in on-line mode along with their Technical Bids or in offline mode in physical form to the office of Director General Higher Education Haryana, Panchkula by due date and time. In case supporting documents are to be supplied in physical mode, then it should be so specified in their Technical Bid and the supporting document must be deposited in the office of Director General Higher Education, Haryana, Panchkula before the due date & time of opening of Technical Bids.

43. The Financial bid/s of only those bidders/items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the financial bids will be intimated in the due course.

44. The offer without prescribed earnest Money, tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by Director General Higher Education, Haryana, Panchkula.

However, if the disputes are not resolved amicably by the discussions as aforesaid with in 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 Secretary to Government Haryana, Higher Education Department, Chandigarh. The venue for the Arbitration will be Panchkula 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 Panchkula/ Chandigarh.

AJIT BALAJI JOSHI
Director General Higher Education Haryana,
Panchkula

HIGHER EDUCATION DEPARTMENT, HARYANA, PANCHKULA

ANNEXURE-I

**Tender for Supply of Manpower Service to the
Higher Education Department
Shiksha Sadan, Sector-5, Panchkula
TECHNICAL BID**

1. Name of Tendering Company/Firm/Coop Society _____

2. Full address of Registered office

Telephone

No. _____ Mobile _____

Fax No. _____

Address: _____ E-mail

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.2,00000/- (Rs. Two Lakh Only
Pay Order/D.DNo. & Date

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 during 2016-2017 to 2018-2019: Rs. _____
15. Certificates of satisfactory work of similar nature from department/ organizations, during last five years are attached.
16. Solvency certificate Rs. 1 Crore.
17. Audited balance sheet along with certificate CA/Bank last 3 years.
18. 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.

Place:-Panchkula

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 Technical Bid.

HIGHER EDUCATION DEPARTMENT, HARYANA, PANCHKULA

ANNEXURE-II

**Tender for Supply of Manpower Service to the
Higher Education Department
Shiksha Sadan, Sector-5, Panchkula**

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

Name and Address of Bidder: _____

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

Service/administrative charges (in percentage) 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 HIGHER EDUCATION DEPARTMENT over and above the rates quoted above as per law applicable from time to time.

Dated: _____

Signature & Seal of the Tenderer

Place: _____

Name: _____

UNDERTAKING

Annexure-III

1. I, 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 Director General Higher Education Haryana, Panchkula to forfeit the Earnest Money/Security money deposited by me/us in case of breach of conditions of Contract.
4. I 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

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 Office of Director General Higher Education Haryana, Panchkula Sector-5, Panchkula as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, Director General Higher Education Haryana, Sector-5, Panchkula office 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(caps) _____

Position _____

Date _____

HIGHER EDUCATION DEPARTMENT, HARYANA, PANCHKULA

Shiksha Sadan, Sector-5, Panchkula

Check List for Technical Bid index for the Technical /Bid documents.

Sr. No	Name of Document	Status of submission Yes/No	Page No as per numbering given on technical bid documents uploaded on the portal.
1	Certificate of Registration of Income Tax.		
2	Certified copy of PAN/GIR Number		
3	Certificate of Registration under Contract Labour Regulation Act.		
4	Copy of Service Tax registration Number		
5	Copy of EPF registration Number		
6	Copy of ESI registration Number		
7	Certificate issued by CA regarding detail of turnover of Rs. 5.00 Crore for the tendered work/similar field in last preceding last 3 years.		
8	Relevant proof of clearance from Sales/Service Tax Department, and Income Tax Department.		
9	Minimum consecutive five year's experience in the similar field of unskilled, semiskilled, skilled and highly skilled for providing manpower services in the Government Departments/Public Sector (Central or State)/Private Sector. The bidder should submit proof to support the claim alongwith satisfactory report from the concerned organization of said period.		
10	Declaration to the effect that Bidder has not been blacklisted by the central/State Govt., Department /Board/ Corporation.		
11	The present net worth of the participating firm should be Rs. 1.00 crore certified by CA/Bank.		

12	Audited Balance Sheet for last three years from CA.		
13	Solvency certificate of Rs. 1.00 crore from Nationalized Bank.		
14	Certificate of non-participation of near relative.		
15	<p>Undertaking regarding abiding by us 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 prescribed under the minimum wages Act, 1948 fixed by Chief Secretary Haryana No. 16/7/2015/-1GSII dated 6.4.2015 alongwith 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.</p> <p>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.</p>		
16	Undertaking as per Annexure-III		

17	TIN Number		
18	Copies of Income Tax return for last three years.		
19	All pages of tender document and enclosures signed by the tenderer (Yes/No).		