

OFFICE OF THE PRINCIPAL, GOVT.COLLEGE, BARWALA (PANCHKULA)

TENDER NOTICE

Sealed quotation are invited for hiring manpower through eligible Outsourcing Service Providers/Agencies (having at least three years' experience in the relevant field) for a period of 12 months or more in the College Campus.

The interested agencies/Service Providers should submit **'Technical Bid in Form-A' & 'Financial Bid in Form-B'**, separate in a separately sealed envelope **on or before 27/03/2021**. Both forms 'A' and 'B' together should be put in one sealed envelope. Bidders must bring all valid original documents as well as self attested photocopies viz. Experience, Registration of firm with Govt., Valid license to work, PAN No., TAN No., EPF No., ESIC No., and GST No. etc. Only Agencies/Service Provider, who qualifies in the Technical Bid, will be considered for Financial Bid.

The Service charges quoted by the tenderer should be as per the latest norms/rules of Haryana State Govt. Outsourcing Policy Part-I. The rate of service charges must be quoted by limiting it up to the two decimal points only. If a tenderer uses more than two decimal points, figures mentioned after the second decimal point, will not be considered. In case of a tie, in respect of service charges the award of contract will be finalized by draw of lots.

The College reserves the right to accept/reject any or all the bids, or may cancel the whole process without assigning any reason thereof anytime. Form A & B, other general terms & conditions and other performas may be downloaded from college website www.gcbpkl.ac.in or be collected from the college during the working hours on any working day after two days of publication of this advertisement. **Tender will be opened on 31/03/2021 at 10:00 AM.**

PRINCIPAL

Govt. College, Barwala (Panchkula)

(Session 2021-22)

Terms & Conditions for Service Providers:

1. Technical-Bid Form 'A' and Financial-Bid Form 'B' should be filled separately and put in separate envelope marked accordingly.
2. Both sealed Envelope of Form 'A' & Form 'B' – should put in one single Envelope and must be sealed properly and clearly addressed to Principal Govt. College, Barwala (Panchkula) and marked as “Tender for Man Power Services” Session 2020-21 along with the Sender's address.
3. Technical Form 'A' should be accompanied by Demand Draft Rs. 10000/- as EMD in favour of Principal Govt. College, Barwala (Panchkula). Without EMD, tender will be out rightly cancelled & will not be qualified for further bidding.
4. The Principal/Committee for hiring the services of Outsourcing Agency reserves all rights to postpone/cancel whole tender process due to any unavoidable circumstances or without explaining any reason.
5. Financial-Bid will be opened for only that Agency/Service Provider, who qualifies the Technical-Bid.
6. No column should be left blank. If nothing is there to mention – then please mention Nil.
7. The decision of the Principal/Committee for hiring the services of Outsourcing Agency will be final & binding upon all the bidding Agency/Service Provider.
8. The Agency/Service Provider will deploy the persons to working consultation with the Principal and the Committee for hiring the services of Outsourcing Agency.
9. No experience certificate will be provided by the college authority to the persons hired.
10. The Agency/Service Provider will issue employment or hiring letter to the person/s when they are hired for the college work.
11. Selected Agency/Service Provider will execute a Contract/Service agreement on stamp paper of Rs. 100/- about the terms and conditions mutually agreed by the both parties.
12. All services on outsourcing basis shall be rendered by the persons being deployed by the Agency/Service Provider, who are qualified and skilled in performing such services as per the eligibility criteria.
13. The person supplied by the Agency/Service Provider should not have any adverse Police records/criminal cases against them. The Agency/Service Provider should make adequate enquiries about the character and antecedents of the person whom they are recommending. The character and antecedents of each and every person provided for rendering services, will be got verified by the service provider before their deployment to the college. Same way, the college would allow them to work after investigation being conducted by the Agency/Service Provider from the local police, collecting proofs of identity (KYC) like Aadhaar Card, driving license, bank account details, previous work experience, proof of residence, recent photograph and a certification to this effect submitted to the college. The Agency/Service Provider will also ensure the Medical Fitness of the person deployed and will keep in record a certificate of their medical fitness. The Agency/Service Provider shall have to withdraw such employees immediately who's work and conduct is not found satisfactory or are not found suitable to this office for any reasons.

14. The Agency/Service Provider shall engage necessary number of persons as required by this college from time to time. The person engaged by the Agency/Service Provider shall be employees of the Agency/Service Provider and it shall be the duty of the Agency/Service Provider to pay their salary every month. There shall not be any Master-Servant or Employer-Employees relationship between the employees of the Agency/Service Provider and this college
15. The persons being deployed by the Agency/Service Provider shall not claim any sort of benefit /compensation/engagement/absorption/regularization/employment of service from/in this college under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be a necessary requirement to be submitted by the Agency/Service Provider to this college.
16. The Agency/Service Provider shall be held responsible for any act of indiscipline or misconduct on the part of persons deployed by him/her.
17. The person deployed shall not below the age of 18 years and shall not interfere with the duties of the employees of the college.
18. The college may requisite the services of any Agency/Service Provider, dismiss or remove from the site of work any person or persons deployed by the Agency/Service Provider who is incompetent or for his/her/their misconduct and the Agency/Service Provider shall henceforth comply with such requirements. The Agency/Service Provider shall have to replace immediately any of its persons deployed, if his/her behavior is unacceptable to this college on account of security risk, incompetence, conflict of interest, breach of confidentiality or improper conduct upon receiving written notice from this College. At the same time, if any employee provided by the Agency/Service Provider has been working to the satisfaction of the Principal, then to ensure smooth functioning of the college, the Agency/Service Provider will not replace him/her during the ongoing session.
19. The Agency/Service Provider has to provide photo identity card and other equipment or implements required for carrying out/execution of work/job to the persons deployed by him/her. This identity card is necessary to wear for these workers while working in the college.
20. The Agency/Service Provider shall provide suitable uniforms consisting of shoes, dress and sweaters to all workers employed to the college. Wearing uniform during the working hours will be advisable for these workers.
21. The Agency/Service Provider shall ensure proper conduct of these persons deployed to the college and in force prohibition of consumption of alcohol, smoking and littering while on duty.
22. The person deployed by the Agency/Service Provider shall not divulge or disclose any information, detail of the office, operational processes, technical know-how, security

arrangements and administrative/organizational matters to anyone, as mostly are of confidential/secret nature.

23. The working of the persons deployed by the Agency/Service Provider should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance image of the college.
24. The transportation, food, medical and other statutory requirements in respect of each person deployed by the Agency/Service Provider, shall be the responsibility of the Agency/Service Provider and the college shall not be liable or responsible for any of these accounts towards any person of the Agency/Service Provider.
25. The Agency/Service Provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislation as applicable to it from time to time including Minimum wages act, Employees Provident Fund, ESI Act, TDS etc. and this college shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency/Service Provider on account of any obligations. The Agency/Service Provider will be required to provide particulars of PF, Group insurance and ESI of its persons engaged in this college.
26. The Agency/Service Provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will also be released by the first week of the following month after deduction of taxes deductible at source as per the law in force. Before getting the bills cleared from the college on account of wages and salary of the persons deployed on, the Agency/Service Provider will necessarily have to submit the receipt/proof of the share in respect of EPF, ESI, and TDS etc. to the college. Failing which, the bills shall be withheld and the whole responsibility of this delay or non-clearance of bills shall be of Agency/Service Provider.
27. Payments to the Agency/Service Provider would be strictly on certification by the officer with whom the outsourced person attached that his/her service was satisfactory and as per his/her attendance shown in the bill prepared by the Agency/Service Provider.
28. No wage/ remuneration will be paid to any staff for the days of absence from duty.
29. In the case of any exigencies, the Agency/Service Provider will have to provide the services of the required person for even a shorter period also as per the requirement of this college.
30. The Agency/Service Provider shall have to arrange a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The responsibility in respect of payment of overlapping period of the substitute shall be of the Agency/Service Provider.
31. The Agency/Service Provider shall be contactable and available at all the time, even on message/ phone/email/fax/special messenger from this college. Agency/Service Provider shall have to respond to the college as and when his services are required. The

Agency/Service Provider shall have to strictly observe the instructions issued by this college in fulfillment of the contract from time to time.

32. This college shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicle of the persons deployed by the Agency/Service Provider.
33. That the Agency/Service Provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the persons deployed in the college for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. so if this college suffer any loss or damage on account of negligence default or theft on the part of employees/agents of the agency, then the agency shall be liable to reimburse to this college for the same. The Agency/Service Provider shall keep this college fully indemnified against any such loss or damage.
34. This Agency/Service Provider will maintain an attendance register in respect of the staff deployed by the Agency/Service Provider on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
35. **The successful bidder shall furnish a security deposit Rs.3,00,000/- (Rs. Three lac only) in the form of FD (Fixed Deposits) for 14 months in the favour of Principal, Govt. College, Barwala (Panchkula)** which will be refundable after the completion of tenure to clear off/recoupment of all types of dues (if any) to the persons hired and subsequent undertaking of all the persons hired and on recommendations of the Committee of the college meant for hiring the services of outsourcing agency. The security deposit will be forfeited in case the supply of manpower deployed is withdrawn before the completion of the period stipulated by this college or on non compliance of the terms of agreement by the Agency/Service Provider for frequent absence from duty /gross misconduct on the part of person deployed by Agency/Service Provider.
36. The successful bidder will enter into an agreement with this college for providing the services of suitable and qualified manpower as per the requirement of the college. The agreement will be valid for a period of 12 months commencing from date of such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of 12 months. Any statutory increase in wages/DC rates etc. during this period is to be paid by the Agency/Service Provider. The Agency/Service Provider shall not assign, transfer, pledge or sub-contract/sub-let the services to be rendered without the prior consent/permission of this college.

37. However, the agreement can be terminated by either party by giving two month's notice in advance. If the Agency/Service Provider fails to give two month's notice in writing for termination of the agreement, then its security deposit will summarily be forfeited.
38. That on the expiry of the agreement, the Agency/Service Provider will withdraw all its manpower and clear their account by paying them all their legal dues.
39. In case of any dispute on account of the termination of employment or non-employment by the person of Agency/Service Provider it shall be the responsibility of the Agency/Service Provider to pay and settle the same.
40. In the event of any dispute arising in the respect of clauses of the agreement, the matter will be referred to the Director General, Higher Education, Haryana whose decision shall be binding on both the parties.
41. In addition to the terms and conditions mentioned above, any direction/term and condition issued/imposed by State Govt. of Haryana shall have to comply by/imposed on the Agency/Service Provider. If any Agency/Service Provider submits a tender with 2% and less than 2% service charges, then the tender is liable to be rejected out rightly.
42. The Agency/Service Provider shall make all the payment to the employees/ persons deployed through Account Payee cheque/NEFT/RTGS on the note of Direct Beneficiary Transfer Linkages (DBTL) system.
43. The Agency/Service Provider agency will be liable to pay monthly wages and contribution towards EPF and ESIC etc. on regular basis before 7th day of the following month, even if, due to non-availability of budget, the college is unable to make the payment to the service provider in time.
44. The Agency/Service Provider is required to submit proof of all kind of payment, like salary, EPF, ESIC etc. to the college every month and then only his payment for the next month will be released by the college.
45. The service of the person so engaged shall hereafter cease on the expiry of the term without providing him any claim for the regularization of the service or any other consequential benefit.
46. The person so engaged shall not have any legal right claiming regularization of his service etc. in the college/or any other dept. where he has been engaged.
47. It is understood between the parties here to that only the college shall have the right to take the disciplinary action against the person so engaged.
48. The college shall under no circumstances be deemed or treated neither as employer of the person engaged for any purpose, whatsoever, nor would college be liable for any claim(s) including financial claim whatever any such person claims to.
49. The engaged person shall be relieved during vocations days or examination days.
50. In case of death or disability of hired person college will not be responsible for any type of financial claim or legal action.

51. Principal/College Committee for hiring services of an outsourcing agency can add or delete any conditions at any time in the interest of institution without assigning any notice or reason.
52. The Contract initially will be for a duration of one year and may be extended for one another year subject to the satisfaction of college administration.

Principal
Govt. College, Barwala
Panchkula

UNDERTAKING:

I have read all the instructions carefully. I agree to abide by all the terms & conditions mentioned above to best of my knowledge and belief.

Deponent
Name & Address

OFFICE OF THE PRINCIPAL, GOVT. COLLEGE, BARWALA (PANCHKULA)**Form-A (Technical Bid)**

Note: No column should be left blank

Sr. No.	Particulars	Information to be provided by the Bidder
1.	Name & Address of the Outsourcing Agency/Service Provider	
2.	Phone No /E-Mail of the Outsourcing Agency/Service Provider	Phone: (+91) E-Mail ID :
3.	Firm's License to work (with expiry date) (Attach Proof)	Yes/No Expiry Date:
4.	Name of the Authorized Representative (If Any)	
5.	Details of the Authorized Representative (If Any)	Phone: (+91) E-Mail ID :
6.	Whether the Outsource Agency is a Registered Sole Proprietorship/Partnership Firm /Company/Society (Attach Proof)	Yes / No
7.	Registration No. of the Firm/ Company/ Society (Attach Proof)	Yes / No
8.	Permanent Account Number (PAN) & TAN of the Firm (Attach Proof)	Yes / No
9.	Goods & Service Tax (GST) Registration No. (Attach Proof)	Yes / No
10.	EPF Registration Number (Attach Proof)	Yes / No
11.	ESIC Registration Number (Attach Proof)	Yes / No
12.	Details of the Experience in relevant field. (Attach Proof)	Yes / No
13.	Are you defaulter/Blacklisted for not providing satisfactory service or non-depositing EPF/ESIC etc? (If not, Give Affidavit in this regard in original as per Annexure – I duly attested)	Yes / No
14.	* Details of Earnest Money Deposit	DD No. Dated: Amt.Payable at

*Earnest Money of Rs. 20,000/- in the shape of Demand Draft in favour of Principal, Govt. College, Barwala (Panchkula) payable at Barwala (Panchkula) is enclosed herewith (DD No. _____ Dated : _____).

Authorized Signatory

Name _____
Address of the Outsourcing Agency / Service Provider

Phone No. _____
E-Mail ID: _____

Note: This Form should be put in a sealed Envelope & Marked as "Technical BID Form-A" and addressed to PRINCIPAL GOVT. COLLEGE, BARWALA (PANCHKULA)

OFFICE OF THE PRINCIPAL, GOVT. COLLEGE, BARWALA (PANCHKULA)

Form-B (FINANCIAL BID)

Note: No column should be left blank

Sr. No.	Particulars	Amount/ Description of Rates
1.	Minimum Wages	Rates prescribed by the Deputy Commissioner OR Rates prescribed by the Labour Department, Haryana from time to time.
2.	EPF Contribution	
	Employer's Contribution	As per Govt. norms/ rates prescribed from time to time
	Employee Contribution	As per Govt. norms/ rates prescribed from time to time
3.	ESIC Contribution	
	Employer's Contribution	As per Govt. norms/ rates prescribed from time to time
	Employee Contribution	As per Govt. norms/ rates prescribed from time to time
4.	GST / Service Tax, if applicable	
5.	Lowest %age of service Charge Quoted by the firm [Overall %age Profit Element (including all necessary expenses)] Note: No tenderer will quote 0% Service Charges.	

Authorized Signatory

Name _____

Address of the Outsourcing Agency / Service Provider _____

Phone No. _____

E-Mail ID: _____

Note: This form should be put in Sealed Envelope & Marked as "Financial Bid Form-B" and addressed to PRINCIPAL GOVT. COLLEGE, BARWALA (PANCHKULA).

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/Statuary 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 _____
Date _____

Address _____
