

TENDER NOTICE

Sealed tenders for the following posts on agreement basis through rates for two years are invited from outsourcing registered Agencies/ Firms of eligible class enlisted/ Registered with the Regional Provident Fund Commissioner Haryana, Employees State Insurance Corporation (ESI) and having license from the Labour Department, Haryana for maintenance, upkeep and house-keeping work of Utkarsh Society, Haryana EDUSAT Project, EDUSAT Block (Opp. Kothi No. 19), Sector – 2, Panchkula on monthly basis on DC rates plus Service Charges on the prescribed proforma as mentioned below: -

S. No.	Name of the Post	Number of posts	Minimum Educational qualifications
1.	Security Guards for round the clock security	3	Matric pass with Hindi. Candidate must be Ex-serviceman.
2.	Peon	2	Middle with Hindi
3.	Sweeper	1	Middle with Hindi
4.	Mali	3	Middle with Hindi. Fully conversant and experienced as a Mali.

DETAILED TERMS AND CONDITIONS:

1. The eligible interested Contractor/Agencies may submit tenders, mentioning therein their eligibility, photocopies of various registration certificates (EPF, ESI, Labour), evidence of adequacy of working capital for this contract, past experience and performance certificates from other government departments etc., for all the posts mentioned above. All the documents/papers attached with tender document must be countersigned/attested by the signing authority of the agency/contractor. Agencies/Firms must have service tax registration number alongwith PAN Number issued by the Income Tax Department. The firms are required to mention the service charges in their quotation which will be charged by them over and above DC rates. The firm will have to provide the facility of EPF and ESI to the workers engaged by them during the period of contract. Conditional tender will not be accepted. Validity of tender is two years.
2. Earnest money of Rs.20,000/- shall be submitted alongwith the tender in shape of demand draft drawn from any scheduled bank in favour of Utkarsh Society payable at Panchkula.
3. The tender must be reached at the office of the undersigned upto 07.01.2013 by 3:00 P.M.
4. Each Contractor/Agency shall submit only one tender. A contractor who submits more than one tender will be disqualified.

5. The manpower to be provided by the agency shall always remain the employee of the agency for all intents and purposes and the service/agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law. The Society shall under no circumstances be deemed or treated as the employer of the person engaged for any purpose. The services of the person so engaged shall hereafter cease on the expiry of the term without providing him any claim for the regularization of services or any other consequential benefit.
6. The Service Provider/Agency will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 5th day of every calendar month for verification to the nominated official of the Society. The agency will pay at least the minimum wages as per DC rates and disburse the wages in the premises of the Utkarsh Society in the presence of person authorized on or before 7th of each month. EPF, ESI, Service Tax and Service Charges are payable on minimum wages of DC rates.
7. The agency will submit the copies of challans, pertaining to EPF, ESI and Service Tax deposited, showing the individual figure of deposit for the previous month alongwith remuneration bill. The payment to the agency will be released after seeing the statement of PF/ESI/Service Tax or any other statutory provision to be complied by the agency that the agency has deposited its part of the contribution in advance.
8. The service provider/agency shall issue identity cards, on its own name, to its personnel deputed for rendering the said services, which at Society's option, and would be subject to verification at any time. The Society may refuse the entry into its premises to any personnel of the Services Provider not bearing such identity card.
9. The outsourcing policy for engaging/outsourcing of services issued by Government from time to time will be strictly followed by the agency.
10. The agency will have to observe/comply all the rules and regulations pertaining to Provident Fund and Labour Laws, as applicable from time to time.
11. The agency engaged shall pay wages to its employees, as prescribed in the agreement, by way of account payee cheque/bank draft/pay order. In case of default in this regard or any other deficiency/default in providing service, the Society shall terminate the agreement by giving fifteen days notice.
12. **Examination of tenders and determination of responsiveness:** If a tender is not substantially responsive it will be rejected by the Officer and may not subsequently be made responsive by correction or withdrawals of the non-confirming deviation or reservation . Conditional tenders will be declared no responsive. A substantially responsive tender is one which conforms to all the terms and conditions and specification of the tender documents.
13. **Acceptance of Tender:**
 - (i) If it is found that the tender is not submitted in proper manner, or contains too many corrections 'or' unreasonable rates or amounts, it would be open for the Officer-in-Charge not to consider the tender, forfeit the amount of earnest money and/ or de-list the contractor.
 - (ii) If any tenderer withdraws his tender prior to expiry of said validity period or mutually extended period or make modifications in the rates, terms and

conditions of the tender within the specified period/fails to execute the agreement; the department shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money absolutely. If any contractor, who having submitted a tender does not execute the agreement, the work has to be put to retendering in addition to forfeiture of Earnest Money/Security Deposit and other actions under agreement.

14. **Award of Contract:** The Officer will award the contract to the Contractor/Agency whose tender has been determined to be substantially responsive to the tender documents and who has attained the lowest evaluated tender price, provided that such contractor has been determined to be eligible in accordance with the provision of the terms and conditions of the 'Tender' documents.
15. **Notification of Award:** Prior to expiration of the original period of tenders validity prescribed by the Officer, the Officer will notify the successful contractor/agency by registered letter that his tender has been accepted. This letter or acceptance shall name the sum which the Officer will pay to the contractor in consideration of the services provided by the contractor as prescribed in the contract (i.e. contract price), date of signing the contract agreement and date of start.

**TENDER DOCUMENT FOR PROVIDING OUTSOURCING SERVICES TO THE
UTKARSH SOCIETY, SECTOR – 2, PANCHKULA**

I.	Name of the Service Provider/Agency/Firm applying for providing outsourcing services	
II.	Postal Address	
III.	Telephone/FAX/Mobile No. of the Service Provider/Agency/Firm	
IV.	Status of the Service Provider/Agency/Firm (Whether Private or Public Sector Undertaking or Sole Proprietor or Partnership or Cooperative Society etc.)? The tenderer should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
V.	Administrative Charges/Service Charges for providing outsourcing services	
VI.	Details of PAN/TAN No. obtained (attested copy of the document to be attached)	
VII.	Whether the tenderer possesses the requisite experience? Give details.	
VIII.	Particulars of Licence obtained from Labour Department Haryana. (attested copy of the document to be attached)	
IX.	The details of Service Tax No. allotted to the agency/firm. (attested copy of the document to be attached)	
X.	Financial resources, assets in terms of tenderer's property (movable and immovable) held on the date of submission of tender (Latest audited balance sheet is also to be attached)	
XI.	Details of earnest money DD No.: _____ Name of the Bank: _____ Branch: _____ Date: _____	
XII.	Profile of the agency/firm I. Technical Manpower on roll II. Financial Annual turnover in Lacs. III. Miscellaneous ISO certification of the firm. Yes/No	
XIII.	Declaration in the form of Affidavit that the individual/firm/agency including its partners and share-holders, was not black listed/ prosecuted by any Departments/ Statutory Bodies in	

	Haryana or by any Court of Law, and fully understood all the terms and conditions contained herein and undertake myself/ourselves abided by them is to be attached.	
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I/We certify that I/We have read over the tender document containing detailed terms and conditions of the tender. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us 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 prescribed by Deputy Commissioner of concerned district of Haryana alongwith all other statutoryes dues such as EPF, ESI etc. I/We undertake to observe the compliance of all the relevant Labour Laws, EPF Act, 1952 and ESI Act, 1948 as amended from time to time or any other rules framed thereunder from time to time by the Central or State Government.

Place: _____

Signature of the Tenderer

Date: _____

Address
