

**STATE INSTITUTE OF ENGG. &
TECHNOLOGY, NILOKHERI, KARNAL,
HARYANA**

EOI DOCUMENTS

**FOR OUTSOURCING OF MANPOWER FOR
SECURITY, HOUSE KEEPING AND OFFICE
SERVICES etc. at STATE INSTITUTE OF
ENGG. & TECHNOLOGY, NILOKHERI,
KARNAL, HARYANA**

Cost of tender documents with processing fee	Rs. 2180/- (1000/-+1180/-) (Rs. Two Thousand One Hundred Eighty Only) to be deposited in (SBI Account No. 35919836760, IFSC SBIN0002440) through NEFT/RTGS in favour of Director-Principal, Govt. Engg. College, Nilokheri and print of proof to be uploaded with the technical bid
Last date, time and place of submission of tender	26 th August, 2019, upto 11:00 AM at STATE INSTITUTE OF ENGG. & TECHNOLOGY, NILOKHERI, KARNAL, HARYANA.
EMD	Rs. 100000/- (Rs. One Lakh Only) to be deposited in (SBI Account No. 35919836760, IFSC SBIN0002440) through NEFT/RTGS in favour of Director-Principal, Govt. Engg. College, Nilokheri and print of proof to be uploaded with the technical bid
Date and time of opening of tender documents	26 th August, 2019 at 2:30 PM at STATE INSTITUTE OF ENGG. & TECHNOLOGY, NILOKHERI, KARNAL, HARYANA.

INVITING EXPRESSION OF INTEREST

The Director-Principal, State Institute of Engg. & Technology, Nilokheri invites expression of interest from reputed and registered firms/companies to provide manpower for day to day services of security, cleaning/sweeping, Gardening, Data Entry Operators-cum-Clerks for data base work on computers /Clerks/Accounts Clerk, Attendants cum peon, Driver and Electrician etc. under outsourcing policy Part-I for this Institute for the period from 01/09/2019 to 31/12/2019.

General Instructions

1. Cost of E-Tender Fees with processing fee is Rs. 2180/- (Rs. Two Thousand One Hundred Eighty Only) to be deposited in (SBI Account No. 35919836760, IFSC SBIN0002440) through NEFT/RTGS in favour of Director-Principal, Govt. Engg. College, Nilokheri and print of proof to be uploaded with the technical bid.
2. Bidder should read all the terms & conditions of the tender and contract carefully and should submit the bid only if he/she agree & accept these.
3. E-Tender should be submitted complete in all respect along with all documents.
4. Technical bid and financial bid shall be sealed separately.
5. Conditional/telephonic/telegraphic tender will be rejected.
6. Only short-listed bidder will be called for discussion and final allotment of work.
7. No correspondence will be entertained from the unsuccessful bidders/ from the bidders who were not shortlisted.
8. E-Tender without supportive documents/earnest money with cutting /overwriting, incomplete tenders will be rejected straightway.
9. Director-Principal reserves the right to accept/reject any offer without assigning any reason thereof.
10. All pages of the tender are to be stamped & signed.
11. This document is neither transferable nor refundable.
12. Validity of e-tender should be for a minimum period of 3 months.
13. Director-Principal, State Institute of Engg. & Technology, Nilokheri will not take the responsibility for any delay in receipt of the bidding document if it is sent by post/courier.

Director-Principal
State Institute of Engg. & Technology,
Nilokheri

INDEX

- | | |
|--------------------------|--------------------------------------------------------------------|
| 1. SCHEDULE - I | Eligibility Criteria for bidders |
| 2. SCHEDULE - II | Terms & Conditions of Tender |
| 3. SCHEDULE - III | Scope of works |
| 4. SCHEDULE - IV | Terms & Conditions of contract |
| 5. ANNEXURE- I | Declaration and Understanding |
| 6. ANNEXURE- II | Information/Bio-Data of Bidder firm/ persons |
| 7. ANNEXURE- III | Selection Criteria to provide man power |
| 8. ANNEXURE- IV | Technical Bid |
| 9. ANNEXURE- V | Financial bid. |
| 10. ANNEXURE – VI | Evaluation Methodology (quality cum cost based selection criteria) |

SCHEDULE – I

ELIGIBILITY CRITERIA FOR BIDDERS

1. The bidder may be a Proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted empaneled / registered with appropriate authority who possess the required licenses as per law and should be valid.
2. The bidder shall have at least 4 years' experience of providing manpower for security, housekeeping and skilled manpower Services. Preference will be given to firms having experience of providing such services to Govt. institution located in or around Nilokheri/karnal /Haryana and having successfully completed works of similar magnitude and duration.
3. The bidder should have an office at Nilokheri / Karnal / Kurukshetra.
4. The bidder should have the following Registrations and details of the same shall be provided in the Technical Bid.
 - (a) Registration No. issued from Registrar of firms and societies, Haryana
 - (b) EPF Registration at EPFO, Regional office, Karnal/ in Haryana State (Mandatory)
 - (c) GST Registration
 - (d) Valid License, issued by Regional Labour Commissioner, Govt. of Haryana
 - (e) Permanent Account Number Card (PAN).
 - (f) ESI Number.
 - (g) GST Number.
5. The tender without specified amount of Earnest money will be rejected.
6. The E.M.D. of the successful contractor will be converted into security deposit. The same will be refunded after the successful execution of the contract. In case of termination of contract due to serious irregularities, lapse on the part of contractor the security will be forfeited after adjusting any recoverable amount from the contractor.
7. No request of transfer of contract in another name will be considered.
8. The contractor, who has been Black-listed by any Govt. Institution / State Govt./Center Govt. will not be eligible.
9. The contractor, whose track record in this Institute is/was not satisfactory/troublesome will not be considered.
10. **Annual turnover for the last three years should be more than Two Crore (attach balance sheet photocopy).**

Signature and the seal of Tenderer

SCHEDULE - II

TERMS & CONDITIONS OF TENDER

1. **DOCUMENT:** The bidder should have a valid Trade license / PAN / TAN /Other Statutory documents as applicable and produce self-attested copies of such certificates along with the tender papers. Any document/information given by the bidder, if found forged/false/fabricated at any stage then it would lead to termination of the contract and initiation of criminal proceedings under appropriate law.
2. **RIGHT TO ACCEPT / REJECT:** The Institute authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the Institute authority reserves the right to **award** any or part or full contract to any agency/agencies at its discretion and this will be binding on the bidder. Any attempt to negotiate directly on the part of the tender with authority competent to finally accept the tender, or influence the acceptance of the tender by any means will result his tender debarred from consideration.
3. **AWARD OF WORK:** The Principal or the person(s) authorized by him will short list the eligible bidder on the basis of their Technical bid including their past performance/confidential report/solvency ability/financial standing, ability to perform the work. Govt. instructions regarding workman welfare will also be considered while shortlisting. Only short-listed firms/parties will be called for discussion for deciding final award of work. Merely quoting of minimum rate will not entitle the tenderer to claim the award of work being the lowest amongst other bidders.
4. All the columns of the tender document are to be filled clearly by the tenderer. **Cutting/overwriting will not be accepted without attestation by the party.**
5. **RESPONSIBILITY OF EXECUTING CONTRACT:** The successful tenderer / service provider / agency will have to sign contract agreement with the competent authority on a non-judicial stamp paper of appropriate value. The service provider is to be entirely responsible for the execution of the contract in all respect in accordance with the terms and conditions as specified in the acceptance of bid at his own cost with in stipulated time.
6. **EARNEST MONEY:** Earnest money of Rs 1,00,000/- (Rs. One lakh only) to be deposited in (SBI Account No. 35919836760, IFSC SBIN0002440) through NEFT/RTGS in favour of Director-Principal, Govt. Engg. College, Nilokheri and print of proof to be uploaded with the technical bid.

Note: In case of the equal rates quoted by the two or more than two Firms the Director-Principal, State Institute of Engg. & Technology, Nilokheri reserves the right to allot the work on the basis of past history/ performance by the firms during the last three years i.e. Evaluation Methodology.

Signature and the seal of Tenderer

SCHEDULE - III

Scope of works

The contractor will have to perform all the works but not limited to with the following: -

SECURITY: -

1. To provide the security cover of the entire institute campus.
2. The security guards/agency/contractor shall be responsible for all security measures and arrangements to safeguard the movable and immovable property but not limited to:
 - (a) Controlling crowds and maintaining queues at places as directed by the authorized officer.
 - (b) Protection of Staff.
 - (c) Protection of equipment, fixture and other vehicle, moveable and immovable property of the Institute.
 - (d) Prevention of unauthorized entry of personnel including all types of outside vendors in the premises of the institute / Colony.
3. To guard all entrance and exit points and to control the movement of the visitors as advised in various areas where they are posted.
4. To report to the authorized officer/competent authority during office working hours and to the principal on duty before and after the office hours, if any incident of theft, pilferage, fire or arson occurs but they will be responsible for any loss of institution due to his carelessness.

HOUSEKEEPING: -

- (a) **Sweepers:** - Cleaning, swabbing of all floors, toilets, offices etc. every day.
- (b) **Beldar/Mali:-** For maintenance of lawns/Plants/Flowerbed etc. of institution, hostels & other related work.
- (c) **Attendant/Peon:-** Cleaning of offices/workshops/classrooms etc. as per direction of their in-charges.
5. **Driver for car of institutions:** - The person must be valid light motor license holder with minimum 2 years' experience.
6. **Semi-skilled Manpower:-** like library/laboratory Attendant, Electrician etc., should be well trained enough to do the respective job.
7. **Skilled Manpower:-** The Data Entry Operator cum Clerk have to do data punching work and other computer related work (s) during office time and as desired by the officer under whom he/she will work. The computer operator/staff having knowledge of Hindi and English typing and computer operation in Windows, MS-Word Excel, Power point, PDF File etc. with work on computer for analytical work, accounts/office work also.

Note:- (i) The persons must be qualified as per State Govt. Haryana norms.

(ii) Post wise requirement of manpower with minimum qualifications/ experience will be sent to successful agency, which can be between 40 to 47 approximately in total.

SCHEDULE - IV

TERMS & CONDITIONS OF CONTRACT

A General: -

1. The person deployed should be more than 18 years of age and with sound health to the satisfaction of the competent authority.
2. The agency shall maintain a register of the employees appointed by the Agency together with names/address & telephone numbers of the employee.
3. The contract shall remain valid from a period **01/09/2019 to 31/12/2019** However, if required the contract can be extended for further period on mutual agreement after the expiry of the tenure on the same terms & condition. The contract can be terminated by the Director-Principal, State Institute of Engg. & Technology, Nilokheri by giving one month's notice & by the contractor by giving three months' notice.
4. The Contractor/Agency will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the institute, violation of which may result in the termination of the contract immediately.
5. The Principal reserve the right of removal of any persons considered by him to be incompetent or disorderly from the institute premises.
6. The workers will not be allowed to engage for fully/part time work in another institution.
7. The tenderer should have a permanent place of business at Karnal/adjoining Districts and the complete Postal Address, Telephone/Mobile/Fax/E-mail address, etc. should be provided, while submitting the completed tender form.
8. The decision of the Director-Principal in regard to interpretation of the Terms & Conditions of the Agreement shall be final and binding on the Agency/firm.
9. On completion of the agreement the contractor will withdraw all its work-force and clear the accounts by paying them the legal dues as required under the provisions of the Industrial Dispute Act-1947.
10. The Director-Principal, State Institute of Engg. & Technology, Nilokheri reserves the right to add or alter any condition at any time in compliance/orders of state Govt./Honorable court and will be binding on the contractor provided that the change is in the interest of workers/Institution and does not adversely affect the contractor in terms of payment etc.
11. If the lesser wages are paid by the contractor than the specified or any violation of the terms and conditions of the State Govt. Outsourcing Policy Part-I to be modified time to time. The penalty will be imposed on the contractor by the Director-Principal, State Institute of Engg. & Technology, Nilokheri. The firm can also be blacklisted in case of violation of terms & condition of the agreement.
12. Tender offer should be complete in all respect. Any clarification required can be got before the date of tender opening.
13. The tender without specified amount of Earnest Money will be rejected.
14. The E.M.D. of the successful contractor will be converted into security deposit. The same will be refunded after the successful execution of the contract. In case of termination of contract due to serious irregularities, lapse on the part of contractor the security will be forfeited after adjusting any recoverable amount from the contractor.
15. The contractor will execute an agreement on Non-Judicial Stamp Paper Rs. 100/- (Rs. One Hundred Only) before claiming the first payment duly attested by Notary/First class Magistrate.
16. No request of transfer of contract in another name will be considered.
17. The wages will be paid to the employees as fixed/to be fixed by D.C. of the District Concerned, from time to time.
18. The management will also screen the persons regarding efficiency/qualifications etc. so provided by the contractor.
19. Any item which is necessary for the efficient working of system but not mentioned or missed in the tender, must be included in the offer to make the offer complete in all respects.
20. The tender should be valid for minimum period of three months.
21. The contractor will provide identity card to each workforce.
22. Contractor will be required to provide workforce timely & as per requirement.
23. In case, rates quoted by the bidders are the same in more than one case the decision will be taken on the basis of quality cum cost based criteria or by lot of draw in the presence of participants, if tie on quality cum cost basis criteria also.
24. All the columns of the tender document are to be filled clearly by the tenderer. Cutting will not be accepted without attestation by party.

25. State Institute of Engg. & Technology, Nilokheri will not take the responsibility for any delay in receipt of the bidding document if it is sent by post/courier.
26. **E-Tender will be opened by committee on scheduled date at State Institute of Engg. & Technology, Nilokheri. The bidders who want to be present can attend this office with authority letter.**
27. The contractor will be responsible for all-statutory obligation and compensation to its workers under law and latest State Outsourcing Policy.
28. The contractor shall have to submit monthly certificate/proof to the effect that wages with all due statutory facilities like EPF, ESI, have been paid as required by law.
29. There will be no contract of employment between State Institute of Engg. & Technology, Nilokheri and contractual workers for all Purpose. The contractor concerned will be employer of the workforce. The work force concerned will not be entitled for any claim or benefit directly or indirectly from State Institute of Engg. & Technology, Nilokheri.
30. The contractor will be responsible to get work done from the labour force as instructed.
31. Staff of State Institute of Engg. & Technology, Nilokheri to test the reliability of the system will carry out random checks. In case of any deficiency, suitable penalty can be imposed and in case of serious lapses, the contract can be cancelled without any notice.
32. Consumption of any kind of Intoxicant liquor and smoking is strictly prohibited in office premises.
33. The contractor shall maintain all statutory records in respects of work force deployed by him as required under the provisions of the law.
34. The contractor shall submit bill in triplicate on monthly basis for the preceding month.
35. On completion of the agreement the contractor will withdraw all its work-force and clear the accounts by paying them the legal dues as required under the provisions of the Industrial Dispute act, 1947.
36. Deduction from the bill towards Income Tax and GST as applicable will be made for tax deducted at source (T.D.S.) and the certificate for the same will be issued to the contractor.
37. The work force provided by the contractor will be on his pay rolls but State Institute of Engg. & Technology, Nilokheri will not give any direct/indirect payment required to any of the workforce in any way. The contractor shall be responsible for meeting their entire statutory requirement, entitlement and benefits and State Institute of Engg. & Technology, Nilokheri will be absolved of such responsibilities.
38. The liability to deposit GST and any other Govt. dues with the concerned Deptt. will be of the contractor. State Institute of Engg. & Technology, Nilokheri will pay the amount of service tax etc. as applicable.
39. If the lesser wages are paid than the specified or any violation of the terms and conditions of the State Outsourcing Policy made by the contractor, the penalty will be imposed on the contractor by the State Institute of Engg. & Technology, Nilokheri. The firm can also be blacklisted in case of violation of terms & conditions of the agreement.
40. Service charges/commission will be paid on the basic wages only. The Service charges quoted @2% or less than 2 % will be rejected straightway as per Haryana Govt. Instruction.
41. Proper uniform must be provided to the outsourced employee, at least 2 sets of complete uniform in a year Cap, Torches, battery cells, whistles & guard stick shall also be provided to the security guards. The amount of uniforms shall be deducted from the salary on installment basis by the outsourcing agency not more than Rs. 100/- PM.
42. I-cards must be provided to each of the outsource employee by the outsourcing agency.
43. The service provider will have to abide by all terms & conditions as mentioned in the Policy of outsourcing issued by CS vide no. 43/5/2001/IGSI, dated:16/02/2009 and will have to execute service agreement as per policy and are advised to visit website www.techeduhry.nic.in. regarding outsourcing policy of the department of Technical Education, Haryana.

B Commercial conditions: -

1. An interest free Performance Amount of Rs. 10,00,000/- (Rs. Ten lakh only) will have to be deposited by the successful tenderer within 7 days after the receipt of work order in the name of **Director-Principal, State Institute of Engg. & Technology, Nilokheri in the form of Demand Draft payable at Nilokheri/ FDR of Rs/ 10,00,000/- duly pledged with Director-Principal, State Institute of Engg. & Technology, Nilokheri** before taking over the security arrangements. In case, the successful tender fails to deposit the interest free Performance amount within stipulated period, the work will be allotted to another firm at the risk and the cost of the tenderer and the EMD of tenderer will be forfeited. The interest free Performance Amount will be refunded to the Agency without any interest on successful completion of contract period after deducting any loss/damage, if any.
2. The agency shall within three weeks of becoming due, submit the proof in support of their having deposited the contributions under Provident Fund Act and other deductions to the institute authority.

3. Income Tax deduction at source as per Income Tax Act-194-C shall be made.
4. The rates once accepted by the Institute shall remain unaltered throughout the period of contract.
5. In the event of any breach of terms and conditions of contract, delay, default, and any other type of lapse on the part of the contractor, the contract will be terminated without assigning any reason and the security deposit will be forfeited to the institute.
6. The contractor will have to pay the wages to its workforce through Bank Accounts only.
7. The contractor will have to pay the salary to its employees by 7th of the month from its own resources if the dues/bill of the contractor are not cleared/paid by the institute due to any reason including non-availability of budget.

C. Nature & Responsibility of Executing Agreement: -

The contractor is to be entirely responsible for the execution of the agreement in all respect in accordance with the terms and conditions as specified in the acceptance of bid at his own cost with in stipulated time. The parties hereto have considered and agreed to and have a clear understanding on the following aspects:

- a) That the agreement is on the Principal to Principal basis and not create and shall not deem to create any employer-employee relationship between the Institution and the service Provider. The service provider shall not by any acts, deeds or otherwise represent any of person that the service provider is representing or acting as agent of Institution, except to the extent and purpose permitted herein.
- b) That the agreement is for providing the man power for aforementioned service. It is clearly understood by the service. Provider that the persons employed by the service provider for providing services as mentioned herein, shall be the employees of the service provider only and not of the Institution in any manner. The service provider shall be liable to make payment to its said employees provident Fund, Employees State Insurance minimum wages, bonus gratuity etc.
- c) Institution shall not be liable for any obligations/responsibilities, contractual legal or otherwise, toward, the Service Provider employees/ agents directly and/or indirectly, in any manner whatsoever.

D Recovery of sums due:-

Whenever any claim for the payment of money arises out of or under this contract against the contractor, the Principal shall be entitled to recover such sum by appropriating, in part or whole the bills, performance amount / earnest money deposited by the contractor. The contractor shall pay to the principal on demand the remaining balance due.

E Statutory Compliances: -

- a) Service provider shall obtain all registration (s)/ permission(s)/ license(s) etc. which are /may be required under any labour or other legislation (s) for providing the service under this agreement.
- b) It shall be the service provider responsibility to ensure compliance of all the central and state Government Rules and Regulations with regard to the provisions of the service under this agreement. The service provider indemnifies and shall always keep Institution indemnified against all losses, damages, claims and actions taken against Institution by any authority/office in this regard.
- c) The service provider undertakes to comply with the applicable provisions of all welfare legislations and particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The service provider shall further observe and comply with all Government laws concerning employment of staff employed by the service provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the service provider is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirement of law.

F Account and Records: -

- a) The service provider shall maintain accurate and records, statements of all its operations and expenses in connection with functions under this agreement in the manner specified by the Institution.

- b) The service provider shall forthwith upon being required by the Institution, allow Institution of any of its authorities' representatives to inspect, audit or take copies of any records maintained by the service provider. The service provider shall also cooperate in good faith with the Institution to correct any practices time after receipt of the report from the Institution. However, upon discovery of any discrepancies or under payment the service provider shall immediately reimburse the Institution for such discrepancies or overcharge.

G Indemnification: -

- a) The service provider shall at its own expenses make good any loss or damage suffered by the Institution as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Institution or otherwise.
- b) The Service provider shall at all times Indemnify and keep indemnified that Institution against any claim on account of disability/death of any its personnel caused while providing the services within/outside the site or other premises of the Institution which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made hereunder by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Institution shall be as provided hereinbefore.
- c) The Service shall at all times indemnify and keep indemnified the Institution against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Institution's premises or before and after that.
- d) That, if any time, during the operation of this agreement or thereafter the Institution is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal to pay any amounts, whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a) , (b) and (c) hereinabove, the Service Provider shall immediately pay to the Institution all such amounts and cost also and in all such cases/events the decision of the Institution shall be final and binding upon the Service Provider. The Institution shall be entitled to deduct any such amounts as aforesaid, from the security deposit and / or form any pending bills of the Service Provider.

H Liabilities and Remedies: -

In the event of failure of the Service provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Institution shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the Institution, the difference of payments made to such other sources, besides damages at double the rate of payment.

I Losses suffered by service provider: -

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgement on part of itself and / or its personnel in rendering on non-rendering the service under this agreement.

J Termination: -

- (a) The service provider can terminate this agreement by giving Three months written notice to the institution but the institution can terminate the agreement by giving one-month notice without assigning any reason and without payment of any compensation thereof. However, the Institution shall give only hours' notice of termination of this agreement to the service provider when there is a major default in compliance of the terms and conditions of this agreement or the service provider has failed to comply with its statutory obligations.

- (b) If service provider commits breach of any covenant or any clause of this agreement, Institution may send a written notice to service provider to rectify such breach within the time limit specified in such notice. In the event, service provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and service provider shall be liable to Institution for losses or damages on account of such breach.
- (c) The Institution shall have the right to immediately terminate this agreement if the serviced becomes insolvent, ceases its operation, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

K Assignment of Agreement: -

This agreement is executed on the basis of the management structure of the service provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the Institution shall be a ground for termination of this agreement forthwith.

L Composition and address of service provider: -

- (a) The service provider shall furnish to the Institution all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the service provider and proof of its registration with the concerned Government authorities required for running such a business of service provider.
- (b) The service provider shall always inform the Institution in writing about any change in its address or the name and addresses of its key personnel. Further, the service provider shall not change its ownership without prior approval of the Institution.

M Service of notices: -

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

N Confidentiality: -

It is understood between the parties hereto that during the course of business relationship, the service provider may have access to confidential information of Institution and it undertakes that it shall not, without Institution's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information.

O Entire Agreement: -

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing

P Amendment/Modification: -

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

Q Severability: -

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

R Captions: -

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

S Waiver: -

At any time, any indulgence or concession granted by the institution shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time,

institute or concession shall have been granted. Further, the failure of the Institution to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Institution to enforce the same in part or on the entirety of it, Waiver, if any has to be in writing.

T Force Majeure: -

Neither party shall be in default if a failure to perform any obligation hereunder is solely by supervening condition beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority demands or requirements.

U Governing law/Jurisdiction: -

The application law governing this agreement shall be the laws of India and the court of this agreement.

V Two counterparts: -

This agreement is made in duplicate. The service provider shall return a copy of the agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order, acceptance will be taken that all terms are acceptable.

W Arbitration: -

For the purpose of this contract, there will be no provision of arbitration. The decision of the principal shall be final and binding, in case of any dispute. The contract will be by guided by the terms & conditions of the tender document only.

Note: These terms and conditions are part of the contract/ Agreement as indicated in between the Institute and the Agency and non-compliance shall be deemed as breach of the Contract/Agreement.

ANNEXURE-I

DECLARATION AND UNDERTAKING

I/We (Name)_____do hereby solemnly affirm and declare and undertake that:-

1. I/We have studied the terms and conditions of the tender document i.e. scope of work, name of zones, guidelines of submission of tender etc. and have filled up the tender under my/our full understanding. Nothing has been left without studying and we have visited the Institute campus and got appraised of the topography of all the building and I/we have filled up the rates accordingly. All the terms & condition of the tender form are acceptable to me/us.
2. The facts stated by me/us in the Technical Bid and Financial Bid are correct and true to the best of my/our Knowledge and belief and nothing has been concealed therein. In case of any concealment or misrepresentation detected at any stage. I/we shall be liable to legal action under section 182 and section 415 read with section 417 and 420 of indian penal code as the case may be including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.
3. I/our partners do not have any relative working in State Institute of Engg. & Technology Nilokheri (Karnal).
4. I/We give the rights to principal to forfeit the earnest money deposited by me/us if any delay occurs on my/agents part or failed to supply the required manpower or the desired quality of the manpower within the appointed time or for breach of any condition.
5. I/we have never been banned/de-listed by any Government or Quasi Government agencies or PSUs.
6. I/we will open an ESCROW account which will be operated by the principal for making payment of all wages/EPF/ESI/GST/Group insurance/over time/bonus etc. to the respective stake holder/beneficiaries if mandatory by State Govt.
7. The earnest money of Rs. 1,00,000/- (Rs. One lakh only) has been deposited.
8. I/we will neither change the constitution of the firm nor the partners during the period of contract and for any change, if any, I/we will intimate the Institute of such change and take written consent from competent authority.

Date:
Place

Signature of the Tenderer with office Seal
Full Name :
Designation:

ANNEXURE-II

Information/Bio-Data of Bidder firm/ persons

Paste Photographs of the tenderer

1. Name of the Firm -
2. (a) Registered Head Office address -
(b) Registered Branch Office Address -
3. Type of Organization -
(Prop/ Partnership/ Ltd. Comp./ Society etc.) -
4. Registration No. of the firm/co -
5. Permanent Account No. of Income Tax -
6. EPF Regd. No. (Any EPFO in Haryana/Chandigarh -
7. ESI Regd. Number -
8. GST Regd. Number -
9. (a) Address of the Tenderer for communication along with landline and mobile phone numbers:
(b) E-mail ID (all correspondence in future will be made through e-mail only):
10. Name of Bank, Branch with IFSC Code:
11. Account No. of the Tenderer:
12. Name of the persons authorized to operate the bank account with PAN Card no./Aadhar no:
13. Name of the person submitting tender with PAN Card No./Aadhar no./ Designation:
14. List of the Institutions where similar manpower has been provided:-

Sr No.	Name of the Institution	Year	No. of Employees	Monthly Bill Amount (Rs.)

It is Certified that the particulars given above are true to the best of my Knowledge.

Date
Place

Full Name & Signature of Authorized Signatory with Seal

ANNEXURE-III

Selection criteria to provide manpower for services like security, Housekeeping, and office work/Recordkeeping services in the institute.

The bids shall be submitted in condition in two separate envelopes:

Envelope 1: Technical Bid

1. Copy of constitution of firm.
2. Copy of company policies regarding labour welfare.
3. Copy of registration with registrar of firms and society, Haryana (or equivalent)
4. Copy if EPF Registration at EPFO.
5. Copy of ESI registration.
6. Copy of PAN number.
7. Copy of GST Number.
8. Copy of order of providing similar services in security, housekeeping and handing of data.
9. Copy of the certificate of having successfully completed works of similar magnitude.
10. Copy of the address proof of the Firm.
11. Copy of balance sheet of the Firm (duly attested by Chartered Accountant) indicating a turnover of more than Rs. 2 Crore during each of the last Three financial years (2016-17, 2017-18, 2018-19) for providing similar services.
12. Proof regarding total number of employees in the organization.
13. Contact Details (Please provide details of the Authorized Representative of the Bidder who is likely to attend technical/financial bid).

Envelope 2: Financial Bid

The bidders shall quote the prices in prices bid format under Financial Bid.

ANNEXURE-IV

Technical Bid (in respect of above)

Sr. No	Name of Document to be uploaded by bidder	Detail of document (Please mention No.)	Documents attached (Yes/No)
1.	Eligibility criteria for bidders as per Schedule-I		
2.	Terms and conditions as per Schedule -II		
3.	Declaration and undertaking as per Annexure -I		
4.	Registration of firm		
5.	GST registration		
6.	EPF Registration		
7.	ESI Registration		
8.	PAN Card		
9.	Address proof of organization		
10.	Balance Sheet for last three years attested by CA (2016-17 to 2018-19)		
11.	Proof regarding total number of employees		
12.	Proof of work experience in Govt./ Board/ Corporations of state Govt./ center Govt.		

Date.....

Full Name & Signature of Authorized Signatory with seal

Place.....

ANNEXURE-V
FINANCIAL BID

Sr No.	Name of Document to be uploaded by bidder	Detail to be uploaded by bidder
1	Name of the Firm applying for Outsourcing Contract	
2	Name of Partner/Proprietor with Identity proof	
3	Full Official Address of the firm	
4	Telephone /Fax /Mobile No. /e-mail of the firm	
5	Details of Earnest Money Deposited	Rs..... NEFT/RTGS UTR/D.D. No. date:
6	Rates of Wages of Manpower	As fixed by DC Karnal
7	Rate of Service Charges in % age to be quoted by firm on basic wages only.	

Note:-

- We have read and agreed to terms and conditions of the contract
- The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No. blanks/overwriting in the tender form will be allowed and such type of mistake shall make the tender liable for rejection straightway. Each and every column should be filled in the tender form
- All entries in the Tender Form should be legible and filled clearly, neatly and accurately. Any alteration, erasing or over-writing would make tender invalid. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- Attested Photocopies of all requisite documents must be attached with tender form.
- Service charges/commission will be paid on basic wages only. The quoted rate below 2.00% will not be accepted as per Haryana govt. Instruction.

Date.....

Full Name & Signature of Authorized Signatory with seal

Place.....

ANNEXURE-VI
EVALUATION METHODOLOGY

Quality cum cost Basis Selection Criteria: -

A. Average Annual Turnover for the last 3 years: -

Maximum Marks=20

Annual Turnover	Marks	Firm A	Firm B	Firm C
Less than/equal to 5 Crores	5			
5 Crore 1 Rs. To 8 Crores	10			
8 Crore 1 Rs. To 10 Crores	15			
More than 10 Crores	20			
Total				

B. Average profitability for the last 3 years:-

Maximum Marks=20

Profitability as percent of turnover	Marks	Firm A	Firm B	Firm C
Less than/equal to 2%	5			
More than 2% to 3%	10			
More than 3% to 4%	15			
More than 4%	20			
Total				

C. Work Experience: -

Maximum Marks=20

Experience	Marks	Firm A	Firm B	Firm C
Less than and equal to 3 years	5			
More than 3 to 5 years	10			
More than 5 to 7 years	15			
More than 7 years	20			
Total				

D. Average number of Govt. Departments/CPSU/ State PSU/Boards /Corporations of State Government clients for the last 3 years:-

Maximum Marks=20

No. of Clients	Marks	Firm A	Firm B	Firm C
0-2	5			
3-4	10			
5-6	15			
More than 6	20			
Total				

E. Average Manpower employed for the last 3 years:-

Maximum Marks=20

Manpower	Marks	Firm A	Firm B	Firm C
Less than 50	5			
51-100	10			
101-150	15			
More than 150	20			
Total				

Grand Total (A+B+C+D+E)				
------------------------------------	--	--	--	--

F. Financial Criteria Will be as under:-

The bidder Will be required to submit bid of service charge as a percent figure up to two decimal points. The financial score will be derived from the quoted service charge by the following formula:

$$\text{Financial Score} = (2.00 / \text{bid figure}) \times 100$$

G. The overall evaluation to the tender on QCBS system will be made by assigning 70% weight to Technical Score and 30% weight to the Financial Score by using following formula: -

Name of the Firms	Service Charge	Financial Score (A)	Technical Score (B)	Overall score (A+B)
Firm A				
Firm B				
Firm C				

Note:-

- The firm having the maximum overall score will be awarded the contract. In case of tie, the following criteria will be adopted in allotment of work order:-
 - Maximum marks obtained in D of the Evaluation Methodology
 - Maximum marks obtained in of B the Evaluation Methodology
 - Maximum marks obtained in of C the Evaluation Methodology
 - Maximum marks obtained in of A the Evaluation Methodology
 - Maximum marks obtained in of E the Evaluation Methodology
 - In Case of tie in following the evaluation methodology at sr. No. (i) to (v), tender will be finalized though draw of lots under videography.
- Bid figure (Service charges) up to two digit after decimal point will be accepted i.e. (2.01 to 2.99 or above) and more than two digit will be rejected straightway i. e. (2.001). Service charges quoted @2% or less than 2 % will be rejected straightway.
- The payment of the wages for the contract period will be on the basis of minimum wages fixed by the State Government (General Administration Department) or wages fixed by the deputy Commissioner, Karnal whichever is higher from time to time.