

# Women and Child Development Department, Haryana

ANNEXURE-I

Tender for Supply of Manpower Service to the  
BAYS No. 15-20, SECTOR-4, PANCHKULA

## TECHNICAL BID

(To be enclosed in a separate sealed envelope)

1. Name of Tendering Company / Firm / Coop Society \_\_\_\_\_  
\_\_\_\_\_
2. Full address of Registered office  
\_\_\_\_\_  
\_\_\_\_\_
- Telephone No. \_\_\_\_\_ Mobile \_\_\_\_\_  
Fax No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
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.100000/- (Rs. One Lakh  
Only)  
Pay Order / D.D No. & 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) \_\_\_\_\_

8. (Attach attested copy)  
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 5 years)**
13. TIN Number .....
14. Turnover of the bidder during 2012-2013, 2013-14:  
 Rs. \_\_\_\_\_
15. Certificates of satisfactory work of similar nature from department/organizations, during last three years are attached.
16. 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/-IGSII 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.

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.

## TENDER DOCUMENT

### 1. SCOPE OF WORK:-

The scope of work is as under:-

- (i) Security Services and supply of other manpowers in the Head Office of WCD, Bays No. 15-20, Sector-4, Panchkula and other field offices in the State of Haryana will be required to be provided on all working days, included the following:-
  - (a) Any other type of miscellaneous type of work assigned by the officer-in-charge.
- (ii) In case of Chowkidar, the duty hours will be 5:00 PM to 9:00 AM during working days whereas 24 hours watch & Ward staff are needed on Saturday, Sunday and other Gazetted holidays as declared by the Government of Haryana from time to time.
- (iii) In case of Peon, 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.
- (iv) 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.
- (v) In case of Data Entry Operator to the WCD, 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.
- (vi) 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 WCD for the above.

2. **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 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 for the last five consecutive years.
- d. The financial turnover of the bidder should be at least Rs.1.05 crore during financial year 2012-2013, 2013-2014.
- e. The bidder should not have been blacklisted by any Central/State Government Department/Public Sector Undertaking/Board/Corporation etc. satisfactory service certificate.

3. **INSTRUCTIONS TO THE BIDDERS:-**

- i) Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rs. one lac only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Pay Order/Demand Draft of any Scheduled Bank drawn in favour of DWCD. Bids for the Registered Cooperative Societies will also be accepted alongwith EMD as per State Government instructions. Tenders not accompanied by EMD of the requisite amount will be summarily rejected.
- ii) The successful bidder will be required to deposit security of Rs.5,00,000/- (Rs. Five lac only) within a period of 7 days from the date of issue of letter of offer by the DWCD. If the selected bidder, after award of contract, fails to perform the assigned work, his security with the DWCD 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.

- iii) The Technical Bid and Financial Bid should be submitted in separate envelopes, duly sealed and adequately superscribed.
- iv) The Tenderer will submit the Technical Bid and Financial Bid strictly as per the format enclosed at Annexure-I and II respectively.
- v) The conditional bids will not be considered and will out rightly be rejected.
- vi) Since the headquarter of the DWCD, 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 WCD as applicable from time to time, which will be deposited by the service provider in the concerned offices.
- vii) 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.
- viii) The tenderers are required to enclose photocopies of the following documents duly self attested, alongwith the Technical Bid failing which the Technical Bid will be summarily/out rightly rejected:-
  - (a) Certificate of satisfactory performance from Govt. departments/organizations where similar services have been provided by the bidder during last three years.
  - (b) Certificate of Chartered Accountant about turnover of the bidder during 2014-2015
  - (c) Copy of Registration Certificate with appropriate Registration Authority.
  - (d) Copy of Certificate of Registration under the Contract Labour (Regulation and Abolition) Act.
  - (e) Copy of PAN/GIR Card.
  - (f) Copy of EPF Certificate.

- (g) Copy of ESI Certificate.
- (h) Copy of Service Tax Registration Certificate.
- ix) 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.
- x) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.
- xi) The envelope containing the Technical Bid will be received on 14.12.2015 at 2:00 p.m. opened first on the scheduled date 14.12.2015 at 3:00 p.m. in the office of WCD, Bays No. 15-20, Sector-2, Panchkula in the presence of the representatives of the bidders, who wish to be present on the spot at that time. Necessary clarifications, if any, required by the WCD will be furnished by the Tenderer within the time given by the WCD.
- xii) Financial Bids of the technically qualified/eligible Bidders only will be opened on the same date at 3:00 pm, in the presence of shortlisted bidders or their authorized representatives.
- xiii) In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on next working day at the same time and venue.
- xiv) The Director, WCD reserves the right to accept or reject any/all bids without assigning any reason.
- xv) The selected bidder will have to execute an agreement on stamp paper of appropriate value.

#### **4. Terms and conditions**

- (i) The contract is likely to commence from the date the execution of agreed or such date as may be decided by the DWCD 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.
- (ii) The age of the employees should be 18-45 years as per Haryana Govt. rules / instructions.
- (iii) The qualifications and other requirements of the manpower for the post should be at par with Haryana Govt. In case of

- exigency, the WCD shall have the right to relax the age/qualifications of the employees.
- (iv) Based on the requirement of the WCD, the number of manpower may be reduced/increased from time to time.
  - (v) The Service provider will not employ any person below the age of 18 years.
  - (vi) The Service provider will obtain an affidavit from the persons so provided to the WCD that he/she will have no right to get regularize his/her services in the WCD or any other claim before providing the service of the workers to the WCD.
  - (vii) All the staff deputed in the WCD 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 WCD 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 WCD within 7 days from the date of entering into contract.
  - (viii) All persons engaged by the service provider should be healthy, physically fit and free from communicable diseases.
  - (ix) The antecedents of the personnel deployed by the service provider will be above board.
  - (x) 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, WCD will be at liberty to deduct the amount of such loss from the service provider after holding an enquiry. The decision of the DWCD to this effect will be final and binding.
  - (xi) The staff so deployed will not be changed by the service provider without the approval of the WCD. The service provider will ensure that no person is deployed on double duty, except in emergent circumstances with the prior approval of the WCD.
  - (xii) The Service provider will depute a coordinator, who would be responsible for interaction with the WCD so that optimal services of the persons deployed by the service provider could be availed without any disruption.
  - (xiii) The Service provider will be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The WCD will, in no way, be responsible for settlement of such issues whatsoever. The DWCD 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.

- (xiv) The persons provided to the WCD 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.
- (xv) 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 WCD.
- (xvi) 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.
- (xvii) The service provider will be responsible for the attendance of his staff in the WCD. 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.
- (xviii) In case of inability of the service provider to depute manpower in the WCD, 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.
- (xix) In case of emergency, the service provider will be required to depute extra hands without any extra charges.
- (xx) 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.
- (xxi) 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 WCD will not be responsible for any damages/losses on this account.
- (xxii) 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.

- (xxiii) 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 WCD. 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.
- (xxiv) The service provider will be liable for depositing all taxes, levies, case etc. on account of service rendered by it to the WCD to the concerned authorities from time to time as per extant rules and regulations in the matter.
- (xxv) In case the service provider fails to comply with any statutory duty/liability under appropriate law, and as a result thereof, the WCD is put to any loss/obligation, monetary or otherwise, the WCD 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.
- (xxvi) 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.
- (xxvii) The service provider will raise invoice/bill per month and submit the same to the WCD by 7<sup>th</sup> of the following month. The service provider will submit, with his monthly bill, 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.
- (xxviii) 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 WCD.
- (xxix) 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 HWDC will withhold payment or will recover the interest loss to the manpower with the consultation of the authority competent.

- (xxx) The service provider will disburse the wages to the persons deputed by him in the WCD premises into the employee's bank account on or before the 7<sup>th</sup> of the successive month failing which penalty @ Rs. 1000/- per day will be imposed up to 15<sup>th</sup> of the month and the contract will be liable to be terminated.
- (xxxi) 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 WCD.
- (xxxii) No payment will be made in advance by the WCD nor any loan from any bank or financial institution will be recommended on the basis of the order of award of work.
- (xxxiii) The service provider's responsibilities under this contract will commence from the date of issue of the letter of offer accepting the tender.
- (xxxiv) The service provider would be required to commence the work immediately after receipt of letter of offer.
- (xxxv) The successful tenderer will be required to sign the agreement within 10 days from the date of letter of offer.
- (xxxvi) 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 WCD.
- (xxxvii) In case the service provider discontinues the contract before the expiry of the period his security will be forfeited.
- (xxxviii) The Director, WCD reserves the right to terminate the contract at any time after giving one month's notice to the service provider.
- (xxxix) The contract can be terminated at any time by the WCD due to deficiency in service by the service provider.
- (xl) 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.

However, if the disputes are not resolved amicably by the discussions as aforesaid within a period 30

days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (amended from time to time). The Sole Arbitrator shall be nominated/appointed by the Administrative Secretary Women & Child Development, 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.

**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 Director, Women and Child Development Department, Sector-4, 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, Women and Child Development Department, Sector-4, 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 \_\_\_\_\_

# Women and Child Development Department

ANNEXURE-II

Tender for Supply of Manpower service to the  
BAYS No. 15-20, SECTOR-4, 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 WCD over and  
above the rates quoted above as per law applicable from time to time.

Dated: \_\_\_\_\_

Signature & Seal of the Tenderer

Place: \_\_\_\_\_

Name: \_\_\_\_\_

## UNDERTAKING

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 upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the Director, Women and Child Development Department, Sector-4, 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

## Women and Child Development Department

BAYS No. 15-20 (2<sup>nd</sup> Floor), SECTOR-4, PANCHKULA

### List of documents of Technical Bid to be checked before opening Financial Bid

1. Name of Company/Firm/Coop Society \_\_\_\_\_  
\_\_\_\_\_
2. Detail of Earnest Money deposited of Rs. 1.00 Lac  
\_\_\_\_\_  
\_\_\_\_\_
3. Certificate copy of PNR/GIR No.
4. Certificate of Registration certificate under control Labour  
Regulation  
Act: \_\_\_\_\_
5. Copy of Service Tax registration No. \_\_\_\_\_
6. Copy of EPF registration No. \_\_\_\_\_
7. Copy of ESI registration No. \_\_\_\_\_
8. Certificate issued by CA \_\_\_\_\_
9. Detail of turnover at least of Rs.1.00 crore during the Financial  
Year 2014-  
15 \_\_\_\_\_
10. Certificate of satisfactory work/service of similar nature in  
central/State Govt.,  
Department/Organization \_\_\_\_\_
11. Declaration to the effect that Bidder have not been blacklisted  
by the central/State Govt., Department/Board/Corporation.

## Women and Child Development Department

BAYS No. 15-20 (2<sup>nd</sup> Floor), SECTOR-4, PANCHKULA

### Check List of documents of Technical Bid to be checked before opening Financial Bid

Sr. No.	Particulars	Remarks
1.	Name of Company/Firm/Coop Society	
2.	Certificate copy of PNR/GIR No.	
3.	Detail of Earnest Money of Rs. 1.00 Lac deposited.	
4.	Certificate of Registration certificate under Contract Labour Regulation Act.	
5.	Copy of Service Tax registration No.	
6.	Copy of EPF registration No.	
7.	Copy of ESI registration No.	
8.	Certificate issued by CA regarding detail of turnover at least of Rs.1.00 crore during the Financial Year 2014-15.	
9.	Certificate of satisfactory work/service of similar nature in central/State Govt., Department/Organization.	
10.	Declaration to the effect that Bidder have not been blacklisted by the central/State Govt., Department /Board/ Corporation.	