



चौधरी रणबीर सिंह विश्वविद्यालय, जीन्द  
**Chaudhary Ranbir Singh University, Jind**  
 (Established by the State Legislature Act 28 of 2014)



# STANDARD BIDDING DOCUMENT

## FOR

### Ch. Ranbir Singh University, Jind

#### COMPLETE BIDDING DOCUMENT

<b>Name of work:</b>	Outsourcing of services of 150 (Approximate) Secretarial / Ministerial and Supporting Services
<b>DNIT Amount:</b>	Rs. 2.50 Crore (Approximate) per annum
<b>Nature of tender:</b>	Requirement of manpower Secretarial / Ministerial and Supporting Services in the University Campus

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Assistant Registrar (Estt.)  
For Registrar, CRSU, Jind

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## PRESS NOTICE

### Chaudhary Ranbir Singh University, Jind

(Established by the State Legislative Act 28 of 2014)

#### Notice Inviting E-Tender

Online bids/tenders are invited only from the eligible valid license holders under the Contract Labour (Regulation and Abolition) Act, 1970 on prescribed forms through E-tendering for below mentioned work. The tender form “alongwith conditions of contract” to be fulfilled, can be obtained from the website: <https://haryanaeprocurement.gov.in>

Sr. No	Name of Work	Estimated Amount	EMD to be deposited by Bidder (Rs.)	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of EMD Submission	Expiry Date & Time of Bid Preparation & Submission	Technical Bid Opening date	Financial Bid Opening date
1	Hiring of Contractor/Agency /Firm for Providing Outsourcing Services (Secretarial /Ministerial and Supporting Staff)	Rs. 2.50 Crore	5.00 lacs / 2.50lacs	15000/- + 1000/-	02.05.217 at 17:00 Hrs	23.05.2017 upto 17:00 Hrs	24.5.2017 up to 17:00Hrs	25.05. 2017 at 11:00 Hrs	25.05. 2017 at 15:00 Hrs.

Note: In the case of Co-operative Labour and Construction Societies, the earnest money would be 50% of the earnest money mentioned above.

For other terms/conditions of tenders may visit on website: [www.crsu.ac.in](http://www.crsu.ac.in)

**For any query may contact on telephone No. 01681-241032, 241002 Mob. No. 9255152124, 9466346888, 9541932506,9215250206**

**Assistant Registrar (Estt. NT)**

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**DETAILED NOTICE INVITING TENDER**

Online bids/tenders are invited only from the eligible valid license holders under the Contract Labour (Regulation and Abolition) Act, 1970 on prescribed forms through E-tendering for below mentioned work. The tender form “alongwith conditions of contract” to be fulfilled, can be obtained from the website: <https://haryanaeprocurement.gov.in>

Sr. No	Name of Work	Estimated Amount	EMD to be deposited by Bidder (Rs.)	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of EMD Submission	Expiry Date & Time of Bid Preparation & Submission	Technical Bid Opening date	Financial Bid Opening date
1	Hiring of Contractor/Agency/Firm for Providing Outsourcing Services (Secretarial/Ministerial and Supporting Staff)	Rs. 2.50 Crore	5.00 lacs / 2.50lacs	15000/- + 1000/-	02.05.2017 at 17:00 Hrs	23.05.2017 upto 17:00 Hrs	24.5.2017 up to 17:00Hrs	25.05.2017 at 11:00 Hrs	25.05.2017 at 15:00 Hrs.

- The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to ‘Online Payment Guideline’ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of Rs.5,00,000/- / 2,50,000/- towards EMD fee in due course of time i.e. between from 02.05.2017 upto 23.05.2017 at 17:00 Hrs. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his/her bids for the respective event /Tenders.
- The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before 23.05.2017 upto 17:00 Hrs .and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder /Agency there after will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily bid fees & e-Service fee (under document fee –Non refund able) of Rs. 15000/-+1000/- online by using the service of secure

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electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

### Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1.		<b>Tender Document Download and Bid Preparation/Submission</b>	02.05.2017 At 17:00Hrs	24.05.2017 upto 17:00Hrs
2.	<b>Technical Bid Opening</b>		25.05.2017 (11:00Hrs)	
3.	<b>Financial Bid Opening</b>		25.05.2017 (15:00Hrs)	

- Bids will be opened in the Conference Hall, Academic Block, Ch. Ranbir Singh University, Jind

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**Important Note:**

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that there work must take place during the stipulated time frame of the Applicant/Bidder Stage.

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## Instructions to bidder on Electronic Tendering System

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

1. Registration of bidders one-Procurement Portal:-

All the bidders intending to participate in the tenders' process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/Post Master/Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website-<https://haryanaeprocurement.gov.in>.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guideline sat the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**M/s Nextenders (India) Pvt. Ltd.  
O/o.DS&DHaryana, SCO-09, IInd  
Floor, Sector-16, Panchkula- 134108**

E-mail:[Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)

Help Desk: 0172-2582008-09,2618292and1800-180-2097(Toll Free Number)

Timing-

Technical Support Assistance will be available over telephone

Monday to Friday (10:00am.to6:00pm) & Saturday (11:00amto2:00Pm) for Training workshop

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Note: contact our helpdesk on or before prior to 4hours of the scheduled closing date & time of respective e-tendering event. Also, for queries related to ePayment of EMD kindly contact the helpdesk at least 2days prior to closing date & time of event.

Intended bidders are mandatorily require to register their queries if there is any pertaining to the online bidding at the Single eProcurement Portal at e-mail address [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com).

- 2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act2000.The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, its hall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person /user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 Thesameprocedureholdstruefortheauthorizedusersinaprivate/Publiclimitedcompany.In this case, the authorization certificate will have to be signed by the directors of the company.

### 3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of thee- tendering Portal <https://haryanaeprocurement.gov.in>.

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4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website- <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal at <https://haryanaeprocurement.gov.in>

7 Key Dates:

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

8 Online payment of tender Document Fee, eService fee & EMD & Bid

Preparation & Submission

(PQQ/Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee:

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

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

8.2 PREPARATION & SUBMISSION of online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from **02.05.2017 (17:00Hrs.) to 24.05.2017 upto 17:00 Hrs** and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MSWORD format such that file size is not exceed more than 10MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. **Only Electronic Form (Refer Tender document).**

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

**NOTE:-**

- (A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.
- (B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee + eService and EMD & PQQ/Technical Envelope shall be opened. Hence forth financial bid quoted against each of the item by the shortlisted bidder/Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule /Key Dates above.

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**(Online Payment Guideline)****Guideline for Online Payments at e-Procurement Portal of Government of Haryana**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in thee-Procurement portal, the Bidder would have following options to make payment for tender document fee & EMD:

A. Debit Card

B. Net Banking

C. RTGS/NEFT

Operative Procedures for Bidder Payments

**A) Debit Card**

The procedure for paying through Debit Card will be as follows. (i) Bidder selects Debit Card option in e-Procurement portal.

(ii) The e- Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.

(iii) Bidder clicks on "Continue" button

(iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen. (v) Bidder enters card credentials and confirms payment

(vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.

(vii) The page is automatically routed back to e-Procurement portal

(viii)The status of the payment is displayed as "successful" in e-Procurement portal. The e- Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,

(ix)Thee-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

**B) Net Banking**

The procedure for paying through Net Banking will be as follows.

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For Registrar

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his/her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### **C) RTGS/NEFT**

The bidder shall have the option to make the EMD payment via RTGS/NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i.** Bidder shall login to the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii.** Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii.** Each challan shall therefore include the following details that will be pre-populated:

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- **Beneficiary account no:**(unique alphanumeric code fore-tendering)
- **Beneficiary IFSC Code:**
- **Amount:**
- **Beneficiary bank branch:**
- **Beneficiary name:**

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction+ One day) in advance to the last day and make the payment via RTGS/ NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS/NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

**List of Net banking banks**

- |                               |                               |
|-------------------------------|-------------------------------|
| 1. Allahabad Bank             | 19. Indian Bank               |
| 2. Axis Bank                  | 20. Indian Overseas Bank      |
| 3. Bank of Bahrain and Kuwait | 21. Indusind Bank             |
| 4. Bank of Baroda             | 22. INGVysya Bank             |
| 5. Bank of India              | 23. J and K Bank              |
| 6. Bank of Maharashtra        | 24. Karnataka Bank            |
| 7. Canara Bank                | 25. Kotak Mahindra Bank       |
| 8. City Union Bank            | 26. KarurVysys Bank           |
| 9. Central Bank of India      | 27. Punjab National Bank      |
| 10. Catholic Syrian Bank      | 28. Oriental Bank of Commerce |
| 11. Corporation Bank          | 29. South Indian Bank         |
| 12. Deutsche Bank             | 30. Standard Chartered Bank   |
| 13. Development Credit Bank   | 31. Tamilnad Mercantile Bank  |
| 14. Dhanlaxmi Bank            | 32. Union Bank of India       |
| 15. Federal Bank              | 33. United Bank of India      |
| 16. HDFC Bank                 | 34. Vijaya Bank               |
| 17. ICICI Bank                | 35. Yes Bank                  |
| 18. IDBI Bank                 |                               |

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For Registrar

TECHNICAL BID FOR OUTSOURCING OF SERVICES OF HIRING OF CONTRACTOR/AGENCY/FIRM FOR PROVIDING OUTSOURCING SERVICES (SECRETARIAL /MINISTERIAL AND SUPPORTING STAFF)

Sr. No.	Particulars	
1.	Name & Address of the Service Provider (Upload Proof)	
2.	<b>Phone No./Fax/E-mail of the Agency</b> Landline No.: Mobile No.: Fax No. : E-mail :	
3.	Name of the Authorized Representative	
4.	Details of the Authorized Representative with complete address (Upload Proof) (i) Address : (ii) Contact No(s) including Landline No. (iii) E-mail id : (iv) Fax No. : (v) PAN :	
5.	Whether the Agency is Registered Partnership Firm or Company/Society (Upload Proof)	
6.	Registration No. of the Firm (Upload copy of the Registration Certificate with upto date renewal)	
7.	Registered from (Name & Address of the department) (Upload Proof)	
8.	Permanent Account Number (PAN) of the Firm (Upload Proof)	
9.	Service Tax Registration Number (Upload Proof)	
10.	E.P.F. Registration Number (Upload Proof)	
11.	I.S.O. Certificate, if any (Upload Proof)	
12.	E.S.I. Registration Number (Upload Proof)	
13.	Turnover of the Running Contracts (Upload Proof)	
14.	Have you cleared upto date all statutory obligations of all the contracts <b>(Upload Undertaking)</b>	
15.	Details of experience in the relevant field with minimum 150 workmen per year. Submit the proof of above said work of last three years.	
16.	Period for which services being offered	One year in the first instance

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17.	Are you defaulter/black listed for not providing satisfactory service/defaulters of non-depositing EPF/ESI etc. <b>(Upload Affidavit)</b>	
18.	Any other information which the tenderer may like to provide in the tender form that may affect the contract/job work.	
19.	Proof of providing 150 workmen in any Educational Institute of repute / Govt. Department (Upload Proof)	
20.	Satisfactory service certificate issued by the hiring agency(is) as at Sr. No. 19 (Upload Proof)	
21.	Whether a family member or close relative of the Bidder is serving in the University in any capacity (Yes/No)	
22.	Terms & conditions given in the tender notice are accepted or not	
23.	ITR (last three year)	
24.	Financial Turnover of the Agency for the past three years at format A (attached)	
25.	He will submit an affidavit/undertaking alongwith Tender Form duly attested by the Ist Class Magistrate that he is not a defaulter in depositing the EPF as well as Service Tax etc.	
26.	An affidavit duly attested by the 1 <sup>st</sup> Class Magistrate should be appended with the Tender Form.	

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

**LIST OF ENCLOSURES**

Sr. No.	Type of Form	Enclosed Yes – Y/No – N Tick as applicable	Description of Document(s)	Document at Page No.
1.	Form-‘A’ <b>Financial Information</b>	<input type="checkbox"/> Y <input type="checkbox"/> N		
2.	Form-‘B’ <b>Details of all works of similar class completed during the last 03 years.</b>	<input type="checkbox"/> Y <input type="checkbox"/> N		
3.	Form-‘C’ <b>Works/Projects under execution/awarded</b>	<input type="checkbox"/> Y <input type="checkbox"/> N		
4.	Form-‘D’ <b>Performance Report of works referred in Form-B &amp; C.</b>	<input type="checkbox"/> Y <input type="checkbox"/> N		
5.	Form-‘E’ <b>Structure of the organization and details of employees</b>	<input type="checkbox"/> Y <input type="checkbox"/> N		
6.	Form-‘F’ <b>Details of Technical &amp; Administrative Personnel to be deployed for the work.</b>	<input type="checkbox"/> Y <input type="checkbox"/> N		
7.	Any additional information (if not included in Form-A to F)	<input type="checkbox"/> Y <input type="checkbox"/> N		

**UNDERTAKING:**

- (i) I undertake that all the eligibility conditions mentioned in the tender document are fulfilled. Further, all supporting documents have been attached/ uploaded.
- (ii) I have gone through and fully understood the terms and conditions supplied in the tender form and Haryana State Govt./Govt. of India instructions issued from time to time and I hereby undertake to abide by all terms and conditions and also undertake to abide by the instructions to be issued by Ch. Ranbir Singh University from time to time for due discharge of Service Agreement.
- (iii) It is declared that all the entries made in this form are correct. In case of detection of any false entry and incorrect information/document, the submitted tender may be rejected.
- (iv) It is understood and agreed that in case any deficiency/false statement(s)/ adverse finding(s) is/are discovered prior to or after allotment of the tender, then the contract will be terminated by the University and further necessary action will be taken as per law.

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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Contractor

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Assistant Registrar (Estt.)  
For Registrar



**FINANCIAL INFORMATION**

1. Financial Turnover of the Agency for the past three years:  
(As assessed by the ITO or Govt. Approved Auditors/ Chartered Accountants)

Financial Year	Amount (in Rs.)	
	In figures	In words
2013-2014		
2014-2015		
2015-2016		

**Attach Proof**

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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**Form 'B'****Details of all Works of Similar Class Completed during the Last three Years:**

S.No.	Name of work / and location	Owner or sponsoring organization	Cost of work (in lakh)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation Arbitration pending / in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator)	Name, Address & Telephone No. of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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For Registrar

Form 'C'

**Works / Projects under Execution or Awarded**

S.No.	Name of work / Project and location	Owner or sponsoring organization	Cost of work (in lakh)	Date of Commencement as per contract	Stipulated date of completion	Update % progress of work	Slow progress, if any, and reasons thereof	Name & Address Telephone of officer to whom reference may be made	Remarks (Indicate whether any show cause notice issued or arbitration initiated.)
1	2	3	4	5	6	7	8	9	10

Certified that above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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Contractor

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Assistant Registrar (Estt.)  
For Registrar

**Performance Report of Works Referred in Form 'B' & 'C'**

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of Work / Project & Location :
2. Agreement No. :
3. Estimate Cost :
4. Tendered Cost :
5. Date of start :
6. Date of Completion :
- (a) Stipulated date of completion
- (b) Actual date of completion
7. Amount of compensation levied for delayed completion, if any :
8. Performance report
9. (a) Quality of work : Excellent / Very Good / Good / Fair
- (b) Resourcefulness : Excellent / Very Good / Good / Fair

**Executive Engineer /  
Chief Project Manager or Equivalent  
(Seal of the Organization)**

**Date :**

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**Structure of the Organization  
& Detail of Employees**

1.	Name and address of applicant	
2.	Telephone No./Fax No./ email address	
3.	Legal status (Attach copies of original document defining the legal status). The applicant is :  a) An individual  b) A proprietary Firm  c) A Firm in partnership  d) A limited company or corporation.	
4.	Particulars of registration with various Govt. bodies (Attach attested photocopies)  a) Registration Number  b) Organization / Place of registration  c) Date of validity	
5.	Name and title of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.	
6.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? (If so, give name of the project and reasons for not completing the work).	
7.	Have you or your constituent partner(s) been debarred / black listed for tendering in any organization at any time? If so, give details.	
8.	Any other information considered necessary but not included above.	

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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For Registrar

**Form 'F'****Details of technical & administrative personnel to be employed for the work**

S.No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of works carried out	In what capacity these would be involved in this work	EPF No./ ESI No.

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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Assistant Registrar (Estt.)  
For Registrar

**INSTRUCTIONS TO THE SERVICE PROVIDER**

1. Tenders are to be submitted only through the e-tendering
2. **Bids will be opened as per schedule in the Conference Hall, adjacent with Registrar Office, Chaudhary Ranbir Singh University, Jind**
3. The Service Provider should be having valid License under Contract Labour (Regulation & Abolition) Act, 1970 for the various contracts undertaken or certification from the respective government department and also having valid ESI/EPF/Service Tax and PAN from the concerned department of the government. He should also having 03 years' satisfactory experience in the specific/related field of outsourcing the services/activities mentioned in the tender and his turnover should not be less than Rs. 01 Crore Per annum during the last 03 years. However, he must have an experience of providing **150** workmen per year.
4. Payment of monthly wages of the workmen including EPF and all other applicable statutory charges, whatsoever applicable, is to be made by the Service Provider from his own resources within the prescribed time limits before raising the bill for payment to the University.
5. The service provider will have to provide the relevant information on the enclosed prescribed format available at FORM No. A to F along with supporting documents to consider the eligibility for awarding tender to the eligible service provider.
6. The Service provider should be a valid licence holder under the Contract Labour (Regulation and Abolition) Act, 1970 and also has been allotted "Establishment Code No." by the Commissioner, E.P.F. Organization constituted under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. **He will submit an affidavit/undertaking alongwith Tender Form duly attested by the Ist Class Magistrate that he is not a defaulter in depositing the EPF as well as Service Tax etc.**
7. In case a family member or close relative of the contractor /service provider is serving in the University in any capacity, the same may be disclosed. Concealment of this fact will lead to the tender/contract being rejected as and when such a fact comes to light.
8. The Service provider must not be debarred during the last three years by any University/Institute as well as the State Govt. of Haryana for doing business with it or any Autonomous Bodies. **An affidavit duly attested by the 1<sup>st</sup> Class Magistrate should be appended with the Tender Form.**
9. The service provider, being the employer in relation to persons engaged/employed by him to provide the service under service agreement, shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the wages on Deputy Commissioner, Jind rates or as revised from time to time and conveyed by the University. In the case of EPF and arrears etc., the Service Provider shall produce original challans/receipts to the University for verification & record and for reimbursement.
10. The workmen will be provided the salary as per prevailing Deputy Commissioner, Jind /Haryana State Govt. rates.
11. The service provider may furnish any additional information, which he thinks is necessary in regard to his capabilities to establish that the service provider is capable in all respects to

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For Registrar

successfully complete the envisaged work. He is, however, advised not to attach superfluous information. No subsequent information will be entertained after submission of tender form. Any information furnished by the service provider found to be incorrect either immediately or at a later stage, would render him liable to be debarred from tendering/taking up of work and his tender will be terminated with immediate effect.

12. The Service Provider is advised to visit the site of work, at his own cost, and examine it and its surroundings to collect all information that he considers necessary for proper assessment of the prospective assignment.
13. The service provider's performance for each work completed in the last 03 years and works in hand should be certified by the concerned Departments.
14. The Service Provider shall not appoint any Sub-Contractor/Company/Agency to carry out any obligation under the contract.
15. Even though the service providers may satisfy the terms and conditions, they may be disqualified:
  - (a) if they have made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - (b) if they have records of poor performance such as abandoning work, not properly completing the contract or financial failure/weaknesses.
  - (c) if confidential inquiry reveals facts contrary to the information provided by the applicant.
  - (d) if confidential inquiry reveals unsatisfactory performance.
  - (e) if on inspection of works in progress or completed by the applicants, it is found that work is not satisfactory.
16. All Statutory requirements required under any Rules/Regulations/Statutes/Act and EPF etc. applicable from time to time are to be borne by the service provider. In case of violation of statutory provisions under laws by the service provider or his workers, there will be no liability on the University. The service provider shall be held wholly responsible legally and he will be liable to be prosecuted as per the law of land in the appropriate Court of Law. In terms of Govt. of Haryana letter No. 28/25/2012-1B&C dated 23.08.2012 in the case of outsourcing of service/activity, the Service Provider shall be the Principal Employer and in the case of manpower provider/ contractor, it will be the immediate employer and the government department will be the Principal Employer under all labour litigations including Industrial Dispute Act. The University shall not be responsible partially or fully to any dispute in any way that may arise between the service provider and his workmen.
17. If there is any exemption of any of the Act, it will be the sole responsibility of the Service Provider to obtain a certificate of such exemption and submit an attested copy of the same to the University for record.

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18. The EPF etc., whatsoever is applicable, will also be deposited directly by the Service Provider to the concerned departments. The confirmation receipts of the deposition are to be enclosed with the bill submitted for reimbursement failing which the payment of the bill will not be released/ reimbursed. The receipt should clearly indicate name of the work and list of workers with their names, durations and other required information. In case, the service provider fails to submit the original receipt, the withheld amount will be submitted to the concerned authorities as per law.
19. The Service Provider will ensure payment of wages regularly latest by 7<sup>th</sup> of each month and has to ensure that the payment of wages for the coming months will not be delayed by the Service Provider even if he had failed to submit the bills by 15<sup>th</sup> of every month for previous month by completing all statutory obligations.
20. The Service Provider will be responsible for maintaining the register of wages-cum-muster roll. He will also ensure that the payment of wages etc. to the workmen is made only through RTGS and not by any other mode of payment except Cheque that too in very special circumstances to be quoted at the time of submission of monthly bill. In no case the Service Provider will make cash payment.
21. The workmen deployed by the Service Provider shall work under supervision and control of Officer-In-charge (Sanitation). The distribution of duty shall be as per directions of the Officer-In-Charge (Sanitation) and Sanitary Inspector.
22. The Officer-In-Charge (Sanitation) shall be fully empowered to withhold the bills submitted for re-imburements in case the provisions of statutory requirements are not fulfilled or the service provider fails to submit the evidence of payment/deposits as mentioned in the conditions.
23. The University will reimburse the monthly wages bill, which includes wages paid to the workmen, workers' & Principal Employers' EPF contribution and other mandatory charges, if any, under the provisions of various laws, submitted by the service provider after production of copies of original confirmation receipt/challans for the deposition of the statutory requirements with the concerned departments. Further, it is also informed that the University will deduct Income Tax at source as applicable from the running and final bills of the service provider as per statutory provisions and mandatory norms applicable and amended from time to time.
24. The Service Provider, before execution of contract, will be required to submit the particulars of prospective workmen showing their Name; Father's Name; D.O.B.; Qualification; Address and Contact No.. However, after their deployment, the complete particulars of the workmen performing duties will be submitted by the Service Provider on the prescribed format.
25. The Service Provider will be fully responsible that the workmen being provided under the contract agreement bears good moral character and having no criminal record and also not facing any charges/case of moral turpitude. **The Service Provider will submit an affidavit at the time of execution of contract.**
26. Complaint book shall be maintained at site by the Service Provider. The Service Provider shall also maintain an Incident Report/Complaint Book/File which will be made available to the supervisory staff of the University.
27. The Service Provider shall visit time to time Ch. Ranbir Singh University, Jind at least once in a month and called by the university meet the monitoring committee to enquire about the quality of service being provided by the workmen deployed by him. In case of

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dispute of any kind, he must reach the University immediately on receiving information by any means of communications.

28. The Service Provider shall have to provide mobile phone to supervisor(s), if any, for official use for which nothing extra shall be paid. Further, such supervisor(s) are required to attend the call round the clock.
29. Stationary required for submitting daily/weekly/monthly/yearly report shall be provided by the contractor.
30. The Service Provider's staff shall mark their attendance daily on the register/biometric machine maintained by him/her. The lost of biometric machine will be beard by the contractor
31. The Service Provider will the attendance verification from the Head of the Department/Office that the workmen proved are fully capable to carry out the work being assigned to them.
32. The facility for Welfare and Health under Section 16 to 19 under the Contract Labour (Regulation & Abolition) Act, 1970, wherever applicable, is to be provided by the Service Provider and in the event of deficiency, the Principal Employer is liable to provide the same at the cost of Service Provider.
33. Any damage caused during maintenance work of the equipment or any University property shall be borne by the Service Provider on his own cost. The Service Provider shall have to submit an indemnity bond to indemnify the University with regard to damage done/caused to any property of the university and with regard to any litigation whatsoever involving the rights and welfare of the personnel's engaged by it in connection with this contract.
34. Every Workmen deployed by the Service provider shall wear the specified uniform and the Identity Card in a Green colour strip, while on duty. The Uniform and other articles as mentioned in the financial bid form will be provided by the Service Provider from his own resources.
35. No workmen below the age of 18 years and above the age of 60 year is to be deployed for the service by the Service Provider. Any workmen completing the age of 60 years during the contract period will be replaced immediately by the Service Provider.
36. Applicability of all charges over and above the Deputy Commissioner, Jind rates on which the tender has been invited will be looked into by the Service Provider and he will quote the rates accordingly and abide by the same during the duration of the contract. Therefore, the rates may be quoted carefully after taking into consideration the provisions of all labour laws.
37. Final payment shall be released only after ascertaining clearance of any liabilities pending and satisfactory completion of work.
38. The Service Provider shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
39. The Service Provider engaged for the said service will have to execute an Agreement Bond with detailed terms and conditions. A specimen copy of the said agreement is available in **Annexure-I**. The Service Provider may read the conditions carefully and should quote the rates as per various terms and conditions of the said agreement format.

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40. Submission of tender by a Service Provider implies that he has read the notice and all other contract documents including State Govt./Govt. of India instructions/rules on this subject and has made himself aware of the scope and specifications of the service to be done and of conditions, rates and other factors having a bearing on the execution of the service.
41. The tender form shall be accompanied with an Earnest Money as per the service category requirements mentioned in the tender notice in the shape of Online in favour of Registrar, Chaudhary Ranbir Singh University, Jind payable at PNB, University Campus, Jind. If his tender is accepted by the Chaudhary Ranbir Singh University, Jind, the said amount shall be retained as security deposit with the University. This will be refunded within 30 days of completion of service subject to indemnification clause of the agreement. No interest on the security amount will be paid by the University.
42. Security shall be forfeited if the Service Provider backs out from the offer letter after opening of tender.
43. The tender rates quoted in a foreign currency will not be accepted. Rates should be filled up in INR carefully both in words and figures.
44. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. The tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Service Provider shall be summarily rejected.
45. Canvassing in any form is strictly prohibited. The tender(s) submitted by the Service Provider(s), who resort to canvassing, will be liable to rejection.
46. The competent authority reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same on the rates quoted.
47. The tender for the service shall remain open for acceptance for a period of twenty one (21) days from the date of opening of tender.
48. The service provider submitting the tender would be presumed to have considered and accepted all terms and conditions. No inquiry, either verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Any act on the part of the service provider to influence anybody in the University is liable for rejection of his tender.
49. The University reserves right to cancel the service agreement or to withhold the payment in the event of non-compliance or unsatisfactory performance of the service contract. In such eventuality, the University further reserves the right to procure services from other sources and the Service Provider shall liable to pay forthwith to the University the difference of payments made to such other sources, besides damages at double the rate of payment. In such situation, the security amount shall be forfeited and the tenderer will be liable to be debarred by the University for a period of five years from participating in such type of tender.
50. The University reserves right to terminate the service agreement by giving one month' sprior notice to the service provider regarding its intention to do so and on the expiry of the said period of notice, the service agreement shall come to end without prejudice to any right of remedy. However, the University shall give only a 24 hours' notice of termination of this agreement to the Service Provider when there is a major default in

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compliance of the terms & conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.

51. In case of poor performance of the service system, the service provider will be liable for financial penalty by University from time to time.
52. In case of any dispute, the matter will be referred to the Monitoring Committee of the University, whose decision will be final and binding.
53. Performance of the Service Provider will be independently monitored by different authorities which will be intimated at the time of award of contract and while submitting monthly bills, Service Provider will be required to obtain a certificate from these officers regarding satisfactory completion of job.
54. A Service Provider who offers services @ 2% or less will not be considered for the contract and summarily rejected and the permissible fraction is upto 2 decimals only (for example 2.26).
55. Financial bids shall be evaluated on the basis of administrative/service charges quoted by the tenderer since all other charges are statutory in nature.
56. In case two or more Service Providers quote the same rate of Service Charges, the tender will be allotted to the Service Provider who is much technically qualified and the decision of the University in this regard will be final and non-challengeable.
57. Either party can terminate the agreement by giving 15 days' written notice to the other without assigning any reason and without payment of any compensation thereof. In that case, if directed, the Service Provider shall be bound to work till alternate arrangements are made.
58. Tender will be allotted to only that agency who qualify technically, and quoted the lowest service charges.
59. Tenders found incomplete are liable to be rejected out rightly.
60. The Financial Bid will be opened only of those tenderers who qualify the Technical Bid as pre-qualification requirement as laid down in the tender document.
61. The Service Provider shall indemnify/compensate C.R.S.U. and its properties for all losses/claims caused/likely to be caused due to any omission/neglect/action, legal demand, prosecutions, attachments, on payments of taxes, non- clearance of liabilities, non – observance of statutory laws /rules of the local bodies/state/central government and like arising due to contractor's or its workmen's fault and /or any deficiency on their part.
62. Service Provider shall be responsible for safe custody and serviceability of any equipment, machine, tools and stores if provided by the University to its workmen for day-to-day use.
63. The university shall not be liable for discharging any financial, judicial, and or/administrative commitments made by the Service Provider to any entity whatsoever in relation to this contract. In respect of quantum of wages, procedure of payment and protection of other statutory rights of the employees, the Service Provider shall adhere to the instructions of State Govt./Govt. of India in letter and spirit.
64. The Service Provider being employer of his workmen, shall be solely responsible for fulfilling obligations towards his staff under various laws such as minimum wages Act, 1970 (Act 37 of 1970), Probation of offenders Act 1958 (Act 20 of 1958), Employees State Insurance Act 1948 (Act 34 of 1948) as applicable and amended from time to time.

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65. Qualification of the employees will be applicable as per Haryana Govt. instruction vide letter No. 16/7/2015-IGSII dated 06.04.2015.
66. In case of termination of employment due to reduction in requirement of staff, such workers who lose employment should be considered for re-employment by the Service Provider subject to work & conduct remained satisfactory when he redeploys or engages staff to meet increased requirement of manpower.
67. In the position if two service provider rates found equally than the outsourced committee will decide on the basis of Technical bid submitted by the party/bidders
68. The Technical bid will be opened firstly and the bidders who will be found technically eligible only their financially bid will be opened late on.
69. The number of employees will be increased and decreased as per requirement.
70. The Service Provider shall give performance guarantee, only in the shape of bank guarantee/ FDR/TDR issued by any Nationalized Bank, @ 5% of the total annual wages/total cost of work at the time of allotment of contract.

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For Registrar

**SERVICE AGREEMENT**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Chaudhary Ranbir Singh University, Jind through its Registrar (hereinafter referred to as University which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s \_\_\_\_\_, a company registered under the \_\_\_\_\_/a partnership firm constituted between \_\_\_\_\_ having its place of business or registered office at \_\_\_\_\_ acting through \_\_\_\_\_ its Managing Director/Partner (herein after referred to as Service Provider which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/him/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second part.

Whereas the Service provider is engaged in the business of providing \_\_\_\_\_ services;

And whereas the Service Provider has expressed his keen desire to provide the said services to the University under this agreement;

And whereas on the aforesaid representation made by the Service Provider to the University, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

Now, therefore, this agreement witnesseth and it is agreed by and between the parties as under:

**1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES**

The Service Provider hereby represents warrants and confirms that the Service provider:

- a. has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- b. has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the University;
- c. shall, on the execution of this agreement and providing services to the University, not violate, breach and contravene any conditions of any agreement entered with any third party(ies);
- d. has complied with and obtained necessary permissions/licences/authorizations under the Central, State and Local authorities and obtained all required permissions/licences for carrying out its obligations under this agreement.
- e. The amount of Performance Security deposited by the Service Provider shall be retained as security deposit with the University and will be refunded after

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For Registrar

30 days of completion of service subject to indemnification clause of the agreement. No interest on this amount will be paid by the University.

## **2. OBLIGATIONS OF THE SERVICE PROVIDER**

- a. The Service Provider shall operate and provide services to the University at its various sites on 06 days a week. The workmen so provided by the Service Provider will work under the director control of the Officer-In-charge (Sanitation) and perform their duties as directed from time to time.
- b. The Service Provider shall regularly maintain Attendance Register/bio-metric in the respective Branch/Office where the workman are deployed by him and ensure that the workman mark their attendances regularly in the attendance register and Bio-Metric Machine also report for duty as per schedule.
- c. The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service provider shall take all possible steps to ensure to maintain its performance as determined by the University from time to time.
- d. The Service Provider undertakes to accept and abide by the instructions as mentioned in the tender notice and also in the allotment order.
- e. If the University notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the University.
- f. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the University or itself can take action in accordance with law.
- g. The Service provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service provider of its obligations under this agreement.
- h. The Service Provider shall give performance guarantee, only in the shape of bank guarantee / FDR/ TDR issued by any Nationalized Bank, @ 5% of the total annual wages/total cost of work at the time of allotment of contract.

## **3. TERMS OF PAYMENT**

- a. Fees and charges for the services to be as mentioned in the allotment letter.
- b. All payments made by the University shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
- c. The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries, as applicable, to such persons, latest by 7<sup>th</sup> of every month, which in any case shall not be less than the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workmen employed by it from time to time OR by the State Government AND/OR any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.

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For Registrar

- d. The Service Provider will be responsible for maintaining the register of wages-cum-muster roll. He will also ensure that the payment of wages etc. to the workmen is made only through RTGS and not by any other mode of payment except Cheque that too in very special circumstances to be quoted at the time of submission of monthly bill. In no case the Service Provider will make cash payment.
- e. The Service Provider will be responsible for payment of wages regularly and also ensure that the payment of wages for the coming months will not be delayed even if he had failed to submit the bills complete in all respect by 15<sup>th</sup> of every month.
- f. Terms and conditions printed on invoice of the Service Provider if any shall not be binding on the university. Acceptance of the work order shall be construed as the contractor's complete agreement to all terms and conditions contained in the agreement to be signed by both parties.

#### **4. SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit the monthly bill for the service(s) rendered, complete in all respect, latest by 15<sup>th</sup> of every month to enable the University to verify and process the same. He will also submit the original confirmation challan/receipt of EPF deposit to the University for Verification and record.

#### **5. DISCIPLINE**

- a. Every Workmen deployed by the Service Provider while on duty shall wear the specified by the university. The Service Provider shall also issue the identity cards (with Green colour Strip), on its name and trading style, to its personnel deputed for rendering the said services, which at University's option, and would be subject to verification at any time. The University may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed. The Uniform and other articles as mentioned in the financial bid form shall be provided by the Service Provider from his own resources.
- b. The University shall always have the right and liberty to do surprise inspection at its sites.
- c. The services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the University. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the University from time to time.
- d. It is understood between the parties hereto that the Service provider alone shall have the right to take disciplinary action against any persons(s) to raise any dispute and/or claim whatsoever against the University. University shall under no circumstances be deemed or treated as the employer in respect of any persons (s) engaged / employed by the Service Provider for any purpose whatsoever nor would University be liable for any claim (s) whatsoever, of any such persons(s).

#### **6. NATURE OF AGREEMENT**

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

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For Registrar



- a. This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the University and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service provider is representing or acting as agent of University, except to the extent and purpose permitted herein.
- b. This agreement is for providing the aforementioned services. 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 University. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus gratuity etc.
- c. University shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/or indirectly, in any manner whatsoever.

## **7. STATUTORY COMPLIANCES**

- a. Service Provider shall obtain all registrations(s)/permission(s)/License(s) etc. which are/may be required under any labour or other legislations(s) for providing the services under this agreement.
- b. It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules & Regulations and rules of the local bodies with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep University indemnified against all losses, damages, claims actions taken against University by any authority/office in this regard.
- c. The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more 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 requirements of law.
- d. The Service Provider at the time of submission of monthly bill shall give an undertaking by the 15<sup>th</sup> of each month in favour of the University that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure-A** to this agreement.

## **8. ACCOUNTS AND RECORDS**

- a. The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement.

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For Registrar

- b. The Service provider shall forthwith upon being required by the University, allow University or any of its authorizes 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 University to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the University. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the University for such Discrepancies or overcharge.

**9. INDEMNIFICATION**

- a. The Service Provider shall at its own expenses make good any loss or damages suffered by the University 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 University or otherwise.
- b. The Service Provider shall at all times Indemnify and keep indemnified that University against any claim on account of disability/death of any of its personnel caused while providing the services within outside the site or other premises of the University 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 payment 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 there under 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 University shall be as provided hereinbefore.
- c. The Service provider shall at all times indemnify and keep indemnified the University against any claim by any third party for any injury, damages 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 University’s premises or before and after that.
- d. That, if at any time, during the operation of this agreement or thereafter the University 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-clause No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the University all such amounts and costs also and in all such cases/events the decision of the University shall be final and binding upon the Service Provider. The University shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or from any pending bills of the Service Provider.
- e. University shall not be liable for any obligations/responsibilities, legal or otherwise, towards the Service Provider’s employees/agents directly and/or indirectly, in any manner whatsoever.

**10. LIABILITIES AND REMEDIES**

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

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 University shall be entitled to procure services from other sources and the Service Provider shall liable to pay forthwith to the University the difference of payments made to such other sources, besides damages at double the rate of payment.

**11. 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 judgment on part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

**12. TERM**

This agreement shall be effective for **a period of one year** and will be effective from the date of its actual operation i.e. with effect from \_\_\_\_\_ upto \_\_\_\_\_ and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the University. In the case of extension in contract period, the Service Provider will have to submit his consent in the shape of affidavit duly attested by the Notary Public.

**13. TERMINATION**

- a. Either party can terminate this agreement by giving one month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the University shall give only a 24 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, University 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 University for losses or damages on account of such breach.
- c. The University shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

**14. ASSIGNMENT OF AGREEMENT**

This agreement is executed on the basis of the current 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 University shall be a ground for termination of this agreement forthwith.

**15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER**

- a. The Service Provider shall furnish to the University all the relevant papers regarding its constitution, names and address of the management and other key personnel of the Service Provider and proof of its registration with the

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

concerned Government authorities required for running such a business of Service Provider.

- b. The Service Provider shall always inform the University in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the University.

**16. 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:

<b>University</b>	<b>Service Provider</b>
Registrar, Chaudhary Ranbir Singh University, Jind	_____ _____ _____

**17. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have accessed to confidential information of University and it undertakes that it shall not, without University’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. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

**18. 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.

**19. 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.

**20. 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 effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

**21. 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.

**22. WAIVER**

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

At any time any indulgence or concession granted by the University shall not alter or invalidate this agreement not constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the University 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 University to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**23. FORCE MAJEURE**

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

**24. DISPUTE RESOLUTION**

- a. This agreement shall be deemed to have been made/executed at Jind for all purpose. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Vice-Chancellor. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitration shall be at Jind or as decided by the University.
- b. If any doubt or ambiguity arises as to the meaning and /or effect of any provisions of the agreement, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
- c. Whenever there is duplication in any clause either in the terms and conditions of this tender or in those of the agreement, the clause which is considered more beneficial to Chaudhary Ranbir Singh University, Jind will be taken final.

**25. GOVERNING LAW/JURISDICTION**

The applicable law governing this agreement shall be the laws of India and the courts of Jind shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

**26. TWO COUNTERPARTS**

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

**27. LIST OF ANNEXURE**

Annexure-A (Undertaking)

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

In Witness whereof the University and the Service Provider above said have hereunto subscriber their hands on the day month and year first mentioned above in the presence of the following witnesses:

**SIGNED, SEALED AND DELIVERED**

**Witness**

1 Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Registrar,  
Chaudhary Ranbir Singh University,  
Jind

2 Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Designation \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

**Witness**

1 Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of the Service Provider

2 Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Designation \_\_\_\_\_

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

**ANNEXURE-A**

**UNDERTAKING**

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_

R/o \_\_\_\_\_

Director/Partner/Prop.of \_\_\_\_\_

\_\_\_\_\_ (Name of Agency/society of Service Provider), do hereby

execute this undertaking on \_\_\_\_\_ day of \_\_\_\_\_ month of year \_\_\_\_\_ that I

have complied with all my statutory obligations arising out of and in performance of my

service agreement with the Chaudhary Ranbir Singh University, Jind for the month

of \_\_\_\_\_.

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

Date: \_\_\_\_\_

Signature of Service Provider  
(with rubber seal)

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar

**FINANCIAL BID FORM****(For Services of Secretarial/Ministerial and Supporting Services)**

Sr. No.	Name of the post/work	Nof of Workman	DC Rate Jind	1/6 Relev ing Charges	Total DC Jind Rate	EPF (13.6 1%)	ESI (4.75 %)	Service Charges @ 2% or less will not be accepted	Service Charge Amount (in Rs.)	Gross Paid for One Post	Total Amount
1	Supervisor cum Store Keeper	1	13920	2320	16240	2210	771.4				
2	Security Guard	27	9080	1513	10593	1442	503				
3	Supervisor(S)	2	11130	1855	12985	1767	617				
4	Mali	15	9080	0	9080	1236	431				
5	Peon	21	9080	0	9080	1236	431				
6	Sweeper	15	9080	0	9080	1236	431				
7	Carpainter cum Plumber	1	11130	0	11130	1515	529				
8	Clerk cum DEO	35	11290	0	11290	1537	536				
9	Clerk cum DEO	20	10440	0	10440	1421	496				
10	Girls Hostel Attendant	5	10400	0	10400	1415	496				
11	Daftri Cum Attendant	2	10400	0	10400	1415	496				
12	Drivers	3	9740	0	9740	1326	463				
13	Electricians	3	15030	0	15030	2046	714				

**NOTE:**

- 1) The Tender received with Administrative/Service Charges @ 2% or less will not be accepted and summarily rejected.
- 2) Financial bids shall be evaluated on the basis of administrative/service charges quoted by the tenderer since all other charges are statutory in nature. The administrative/service charges must be quoted in percentage (%) only and not in any other form.
- 3) Payment of wages is to be made on Deputy Commissioner, Jind rates as adopted by Chaudhary Ranbir Singh University, Jind from time to time.

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Contractor.....  
Witness.....  
Assistant Registrar (Estt.)  
For Registrar



- 4) Payment of monthly wages of the workmen including EPF and all other applicable statutory charges, whatsoever applicable, is to be made by the Service Provider from his own resources within the prescribed time limits before raising the bill for payment to the University.
- 5) While making the payment of monthly wages, the workmen EPF share + Principal Employer EPF share on the applicable rates is to be deposited by the Service Provider with the concerned EPFO and thereafter, the bill complete in all respect along with confirmation receipt of deposit of EPF is to be submitted for reimbursement.
- 6) Uniforms and all other articles viz Gum Boots; Hand gloves; Caps; Masks; Goggles etc. to the workmen are to be provided by the Service Provider from his own resources as per guidelines issued by the National Commission for Safai karamchari, Government of India.
- 7) The Service Provider should have an insurance cover through Registered Insurance Company for public liabilities. The Service Provider shall be responsible for any injury or accident to his staff during work and no claim shall be given by the University.
- 8) Wages of any workmen/supervisor deployed by the Service Provider, in addition to the required number of workmen, to supervise the service under reference are to be borne by him from his own resources.

**Signature of Service Provider/  
Authorized Signatory with rubber seal**

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Contractor

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Witness

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Assistant Registrar (Estt.)  
For Registrar