

E-TENDER DOCUMENT



CHAUDHARY RANBIR SINGH UNIVERSITY, JIND

FOR

E-TENDER FOR PROVIDING STAFF FOR DIFFERENT SERVICES/ACTIVITIES

Tender No.:

Nature of Tender: Hiring of Contractor/Agency/Firm for providing outsourcing services for:
(a) Secretarial/Ministerial and Supporting Staff (b) Maintenance Services etc.

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Chaudhary Ranbir Singh University, Jind

(Established by the State Legislature Act 28 of 2014)

Recognized by UGC 1956 u/s 12-B & 2 (f)



E-TENDER NOTICE

The following e-tender is invited for rendering the different services/activities at CRSU, Jind on behalf of the Registrar, CRSU, Jind from reputed contractors/firms/agencies/private limited companies/ limited companies as per policy of Haryana Govt. vide letter No. 16/7/2015-1GSII dated 6th April, 2015.

Sr. No.	Name of Work	App. Amount	Bid Security (In Lacs.) for Agency/ Co-operative/ L&C Society	Bid fee + E-Service fee	Time Period for Services	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Online Bid Preparation & Submission	Date & Time for opening of technical Bid	Date & Time of Opening of Financial Bid
1	Hiring of Contractor/Agency/Firm for providing outsourcing services for: (a) Secretarial/Ministerial and Supporting Staff. (b) Maintenance Services etc.	650.00 Lacs	13.00 Lac/ 6.50 Lac	20000 + 1180 <small>As mentioned in Portal</small>	01 year	27-12-2019 from 5:00 pm onwards	Up to 16-01-2020 (11:01 AM)	16-01-2020 (12:00 Noon)	To be announced

The e-tenders shall be opened in the Conference Room, CRSU, Jind in the presence of the agencies or their authorized representative who may like to be present by having proper authorization letter. The details of e-tenders for different services are given above which is available on the website <https://etenders.hry.nic.in> for the work detailed in the table:-

The payment for E-Tender Document Fee, E-Service Fee and EMD shall be made by eligible bidders online on the portal of GoH (Govt. of Haryana) and as mentioned under the E-tender Document.

For any query may contact on Telephone No. 01681-241002 & 01681-241004, on any working day between 9:00 A.M. to 5:00 P.M.

Registrar, CRSU, Jind

Detailed Notice Inviting E-tender

Chaudhary Ranbir Singh University, Jind invites the bid from eligible bidders through online portal.

The following e-tender is invited for rendering the different services/activities at CRSU, Jind on behalf of the Registrar, CRSU, Jind from reputed contractors/firms/agencies/private limited companies/ limited companies as per policy of Haryana Govt. vide letter No. 16/7/2015-IGSII dated 6th April, 2015.

Sr. No.	Name of Work	App. Amount	Bid Security (In Lacs.) for Agency/ Co-operative/ L&C Society	Bid fee + E-Service fee	Time Period for Services	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Online Bid Preparation & Submission	Date & Time for opening of technical Bid	Date & Time of Opening of Financial Bid
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1. Eligibility Criteria:

- i. Annual turnover of the service provider must not be less than **Rs. 200 Lacs** for each year during the **last three preceding** years ending on 31st March 2019.
- ii. Audited Balance Sheet of last three financial years, i.e. 2016-17 , 2017-18 and 2018-19.
- iii. The bidder shall have the experience of similar work in any organization under State/Center Govt. undertaking/state Autonomous Bodies/State/Central Universities/Educational Institutes in the last 3 preceding years:
 - a) Three similar completed works each costing not less than **Rs. 260 lacs per year.**
OR
 - b) Two similar completed works each costing not less than **Rs. 325 lacs per year.**
OR
 - c) One similar completed work costing not less than **Rs. 520 lacs per Year.**
- iv. The certificates issued by the concerned department, establishing the satisfactory completion/execution of similar works stating the extent and nature of services rendered must be enclosed/uploaded along with the e-tender. Copy of Award Letter shall not be considered as proof of services rendered by the agency.
- v. The firm should have never been de-barred or black listed, an affidavit in this regard must be attached from first class magistrate.
- vi. The bidder must possess valid EPF, ESI & GST registration number (Self Attested Copy of same must be enclosed/uploaded).
- vii. In case of partnership firm, the contractor shall submit a copy of the registered partnership deed issued by Sub Registrar/Executive Magistrate. This shall be duly signed by the authorized representative. Proof of authorization of authorized representative who has signed the e-tender documents must be attached.

- viii. Acknowledged copy of income tax returns/ITR-V filed during last 3 financial years, i.e. 2016-17 , 2017-18 and 2018-19.
2. **The payment for E-Tender Document Fee, e-Service Fee and EMD shall be made by eligible bidders online through portal of Govt. of Haryana and as mentioned under the E-tender Document.**
3. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment of Rs. 13.00 Lacs/ 6.50 Lacs towards EMD fee in due course of time i.e. upto 16-01-2020 upto 11:00 AM. In case, the intended bidder fails to pay EMD fee under the stipulated time frame, shall not be allowed to submit the bid for the respective event/Tender.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online.

The Bidders can submit their respective 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.		Tender Document Download and Bid Preparations/Submit ion	27-12-2019 (05:00 PM)	Upto 16-01-2020 (11:01 AM)
2.	Technical Bid Opening	-	16-01-2020 (12:00 Noon)	
3.	Financial Bid Opening	-	To be announced	

Important Note:

1. The Bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as refer above. If any 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. Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
3. Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. Bidder shall have to pay all the documents, Fees, EMD etc. online only.
5. The bidders already registered at the portal <http://etenders.hry.nic.in> need to re-create password after login with the default password sent to their respective online registered e-mail address eproc.nichry@yahoo.com and support-eproc@nic.in, And in this regard for any queries please contact at helpdesk number (Monday to Friday from 09:00am.to5:00 pm) 0172-2700275. The bidders can also contact to helpdesk team of Delhi (24 x 7) 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787
6. The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bid not submitted'.
7. Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
8. Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.
9. The Bidders can download the bidding documents from the Portal <http://etenders.hry.nic.in> . The tender Document Fee, E-service Fee and EMD has to be attached online during the Bid Preparation and Submission stage and Bid Security has to be submitted in a separate sealed BS envelope. The tender Document Fee, E-service Fee and Bid Security / earnest money will have to be in any one of the form as specified in the bidding document. The details of the Bid Security are required to be filled at the time of Bid Preparation and Submission stage, the Bidders are required to keep the BS ready appropriately.

The tender shall be submitted by the tenderer in the following three separate envelopes:

1. Earnest Money	- Envelope 'BS' (online)
2. N.I.T. and Technical Bid Tender in Form – A	- Envelope 'T I' (on line)
3. Price Bid	- Envelope 'C I' (on line)

Note: Bidders are required to submit EMD etc., Price Bid and Technical Bid online and shall not be accepted in any physical form.

Reference of the B1 is to be mentioned online.

If the Tender document fee, E-service Fee and Earnest Money is found proper, Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelop in 'CI' shall be opened (online) only if the tenderers meet the qualification criteria as per the Bid document. The date of opening of Financial Bid shall be fixed at the time of opening of Technical Bid.

The Contractual Agencies will submit the necessary documents as under.

Envelope 'BS' – Bid Security Envelope

Online BS Envelope - Reference details of the Bid Security instrument and scanned copy of the Bid Security.

In case Financial bid is submitted but Bid Security has not been submitted by any bidder, then bidder would be debarred from further tendering for a period of minimum one year.

Adjustment of tender document fees of the Contractors / Agencies:

- (b) "Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single tender, its acceptance may be considered with proper justification and reasons"
- (c) Those bidders shall not be required to pay tender document fees, who choose to submit bids again on tender being re-called on account of single tender / bid being received on first call.

Envelope 'CI' – Price Bid Envelope

Information related to Price Bid of the tender to be submitted mandatorily online. The envelope marked BS shall be submitted clearly marking the name of agency and name of work.

The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates above.

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 bidder participation Procurement Portal:-

All the bidders intending to participate in the tender process online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.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 <https://etenders.hry.nic.in>.

2.3 The bidders may obtain Class-II or III digital certificate from any Certifying signature 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 form.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 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 particular tender, the user losses 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 and also keep the copies at safe place under proper security to keep (for its use in case of emergencies, a backup of the certificate).

2.6 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 Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall 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.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. 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 document online, the 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 the e-tendering Portal <https://etenders.hry.nic.in>.

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 downloaded from the home page of the website - <https://etenders.hry.nic.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 portal system on the Home Page at <https://etenders.hry.nic.in>

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal- <https://etenders.hry.nic.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. Bid Preparation (Technical & Financial) Online Payment of Tender Document:

The online payment of Tender document fee, e-Service Fee & EMD can be done using the secure electronic payment gateway.

8.1. The payment for tender document fee and e-Service can be made by eligible bidders/contractor online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS/NEFT.

8.2. Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online.

PREPARATION & SUBMISSION OF ONLINE APPLICATIONS / BIDS:

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 format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

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

2. Assistance to the Bidders:

In case of any query regarding process of e-tenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am to 5:30 pm).

All queries would require to be registered at our official email id for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note:

(a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.

(b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.

(c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

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

10. The electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually.

Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e-Procurement system, under PQ/Technical Envelope of the respective tenders.

The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of delivers, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

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://etenders.hry.nic.in>. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>,

B) The agency shall get the Bank Guarantee of Earnest money verified from the concerned issuing Bank Branch and submit the confirmation letter of Bank Guarantee along with the Bank Guarantee. The confirmation letter should contain the land line telephone No., Fax No. of the issuing bank branch and land line telephone No. Fax No. of the regional office of the bank. The bank guarantee should be signed at least by Two Officers of the Bank. The Bank Guarantee should contain full names & designation of the Two Officers signing the Bank Guarantee along with their code number.

Other Information:

1. The intending Contractors shall fill in the item rate in the online BOQ templates of the tender.
2. Duly accepted power of Attorney in original along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
3. Bidder must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
4. In case any tenders does not comply with procedure given in the DNIT, it will be presumed that the contractor is not interested in work and the work shall not be let out to him. Further he may be de-barred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
5. The tenders which are not accompanied by the earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily without arising any reason and no claim what so ever on their account will be considered.
6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.

Tender Document for Secretarial/ Ministerial and Supporting Staff and Maintenance Services etc. at CRSU, Jind.

GENERAL INSTRUCTIONS TO BIDDERS

3. Eligibility Criteria:

- i. Annual turnover of the service provider must not be less than **Rs. 200 Lacs** for each year during the **last three preceding** years ending on 31st March 2019.
- ii. Audited Balance Sheet of last three financial years, i.e. 2016-17 , 2017-18 and 2018-19.
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- iv. The certificates issued by the concerned department, establishing the satisfactory completion/execution of similar works stating the extent and nature of services rendered must be enclosed/uploaded along with the e-tender. Copy of Award Letter shall not be considered as proof of services rendered by the agency.
- v. The firm should have never been de-barred or black listed, an affidavit in this regard must be attached from first class magistrate.
- vi. The bidder must possess valid EPF, ESI & GST registration number (Self Attested Copy of same must be enclosed/uploaded).
- vii. In case of partnership firm, the contractor shall submit a copy of the registered partnership deed issued by Sub Registrar/Executive Magistrate. This shall be duly signed by the authorized representative. Proof of authorization of authorized representative who has signed the e-tender documents must be attached.
- viii. Acknowledged copy of income tax returns/ITR-V filed during last 3 financial years, i.e. 2016-17 , 2017-18 and 2018-19.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online.

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KEY DATES:

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3.	Financial Bid Opening	-	To be announced	

2. TECHNICAL BID AND FINANCIAL BID: As per e-tender document.

3. COST OF BID: As per e-tender document.

4. **ONE BID PER BIDDER:** The bidder shall be eligible to participate in the tender process only once with the same name. If anybody not found so, the bids will be rejected out rightly.

5. EARNEST MONEY DEPOSIT (BID SECURITY): As per guidelines of tender document

- 5.1. The earnest money amount is Rs. 13.00 Lacs for agency and 6.50 Lacs for Co-Op L&C Societies.
- 5.2. The contractor shall deposit the earnest money as per guidelines of E-Tendering along with the tender document with the amount as mentioned in tender notice.
- 5.3. Any Tender not accompanied by Earnest money shall be rejected out-rightly.
- 5.4. Earnest Money of the unsuccessful bidders will be returned to them at the earliest i.e. latest on or before the 90th day after the award of the contract.
- 5.5. Earnest Money shall be forfeited if the bidder withdraws/fails to execute the bid during the stipulated time period.
- 5.6. Bid Security shall be forfeited if the successful bidder refuses or delay to execute the contract or fails to furnish the required Performance Security within the time frame specified by CRSU, Jind.
- 5.7. The Earnest Money of the successful bidder shall be retained in the office and shall be refunded after 90 days of the successful completion of the contract.

6. TENDER DOCUMENTS:-

6.1. Contents of Tender Documents.

6.1.1. The Tender Document has been prepared for the purpose of inviting e-tender for providing the staff for different services at CRSU, Jind. The Tender document comprises of:

(A) TECHNICAL BID:

- i. Tender Notice
- ii. General Instructions to the Bidder
- iii. General Terms & Conditions
- iv. Check list for the Technical Bid, Part-A
- v. Check list for the Technical Bid, Part-B
- vi. Undertaking (on a Stamp Paper of Rs. 100.00)
- vii. Service Agreement (To be submitted by the successful bidder in original)
- viii. **BANK REFERENCE:** Certificate regarding financial transactions of the bidder is also to be attached with the tender form.

Note: Confidential report regarding work and conduct of the bidder will be obtained from other department/organization in which the bidder have provided their services in the past. In case of receipt of non-satisfactory report (s) with regard to work and conduct of the bidder, the University has full right to reject bid (s) of the bidder.

(B) FINANCIAL BID: Financial Bid for Providing Staff for Different Services/Activities as per prescribed proforma.

6.1.2. The bidder is expected to adhere with all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish the requisite information as per tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of the bid.

7. PREPARATION OF BIDS:

7.1 Bid Prices

7.1.1 Bidder shall quote the rates in Indian Rupees on the prescribed Proforma. The tendered rates include all the liabilities of the contractor such as Wages, ESI, EPF contributions, service charges, all kinds of taxes, cost of uniform and identity cards of personnel deployed by the contractor, all consumables, tools, machines, vehicles, biometric for attendance of deployed staff etc. required for the smooth and satisfactory execution of the work which should be clearly stated by the contractor. The statutory deductions like income tax, work contract tax etc. (wherever applicable) shall be made from the bills of the contractor as applicable from time to time.

7.1.2. Conditional bids will be summarily rejected.

7.1.3. 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.

7.2 Duration of Contract

This contract shall be effective for a period of one year in the first instance & is extendable (for the period mutually agreed upon) depending on the Performance & services rendered by the agency & further approval of the Competent Authority.

8. DETAILS OF WORK POWER/MANPOWER & OTHER REQUIREMENTS:

The bidder shall mention in the prescribed proforma attached with the financial bid, the number of different categories of personnel's the bidder proposes to be deployed on day to day basis including holidays/rests/rotations for smooth execution of the work of the University. Besides this the bidder shall also mention the list of major tools, machines, equipment's & vehicles etc. required to be used for the smooth execution of the work.

9. SUBMISSION OF BIDS AS PER ONLINE GUIDELINES.

9.1. The tenders shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

10. WAGES: The bidder will ensure to make the payment as per minimum wages/DC rates applicable from time to time along with other statutory obligations.

11. RIGHT TO ACCEPT AND REJECT ANY OR ALL BIDS:

11.1. After Evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with all the acts/provisions stated/referred to adherence in the tender. In case of tie of the rates quoted in the financial bid by the participating agencies than the work may be awarded to the agency having average higher turnover of the preceding last three financial years.

11.2. The CRSU, Jind is not bound to accept the lowest or any other bid and may reject any or all the bids without assigning any reason.

11.3. The CRSU, Jind may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Govt. Deptt./Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc. and a suitable action may be taken as deem fit.

11.4. The CRSU, Jind may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

12. AWARD OF CONTRACT:

12.1. The CRSU, Jind, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

12.2. The CRSU, Jind, will communicate to the successful bidder that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which CRSU, Jind will undertake to pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract and the minimum working hours of services, the provider will give to the university. **Further the actual monthly payments shall be made after making necessary deductions as per terms & conditions of the agreement.**

12.3. The successful bidder will be required to execute a contract agreement on non judicial stamp paper worth Rs. 100/- within a period of 10 days from the date of issue of Letter of Offer.

12.4. The successful bidder shall be required to furnish a Performance Security equivalent to 10% of the bid amount in the form of Demand Draft or in the form of Bank Guarantee in favour of the Registrar, CRSU, Jind, payable at Jind within 15 days of receipt of "Letter of Offer". The Performance Security shall remain valid for a period of 12 months after successful completion of the contract period. In case the contract period is extended further, the validity of Performance Security shall also be required to be extended by the contractor accordingly. The Performance security will be forfeited in the event of violation of any of the terms & conditions of the agreement/policy for deployment of services.

(Signature of the Bidder with seal)

(Service Provider)

(Authorized Signatory, CRSU, Jind)

GENERAL TERMS & CONDITIONS

1. The service provider shall establish an office on the campus of CRSU, Jind, for which a suitable space shall be provided by the University on rent basis as applicable from time to time, to maintain a better liaison to execute the contract.
2. All the rules/guidelines/instructions issued by the Haryana Govt. from time to time regarding Outsourcing Policy will be applicable.
3. The agency shall depute one authorized representative/supervisor for each of the services, for dealings. The persons so deputed shall be available in the above established office of the agency at the cost of agency.
4. The contractor shall submit detail of the names, parents name, residential address, age, educational qualification along with documentary proofs etc. of the persons deployed by him in the premises of CRSU, Jind for the purpose of proper identification of the employees of contractor deployed at various points/sections/divisions. The service provider shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
5. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the students/staff/visitors and should project an image of utmost discipline. The CRSU, Jind shall have right to have any person removed in case of student/staff/visitors complaints or as decided by representative of the University, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement timely in all such cases.
6. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for which prior information has been given.
7. The CRSU, Jind shall have the right to ask for the removal of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
8. The antecedents of staff deployed shall be got verified by the contractor from local police authority at bidder's cost.
9. Every employee so engaged by the contractor for Supporting Staff & Maintenance Services shall wear uniform and a badge bearing his/her name of service, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
10. The agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other staff member/student of the university, it shall terminate the services of such employees on the recommendation of the Authorized Officer of CRSU, Jind. In case any complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1000/- (with the approval of competent authority) for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the system immediately.
11. The Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to it by the University and shall not knowingly lend to any person or Agency of the effects or assets of the University under its control.
 - (a) In the event of any loss being caused to the University on account of negligence/derelection of duties by the Agency or Agency's employee that shall be established after a inquiry comprising of the representatives of the university and the Agency, the university should get the same compensated from the Agency.
12. If the Agency fails to implement the assigned jobs or parts of the Standard Operating Procedures to the satisfaction of the authorities of the University or any officer nominated by him or any day in any part of the areas assigned, the Agency shall be penalized by imposing a fine in addition to the claim of the University as mentioned. The amount of penalty will be deducted from the monthly bills or from the earnest money deposited at the time of tender.

13. None of the employees of the Agency shall enter into any kind of private work at any location of the University during working hours or otherwise, failing which penalty as stipulated in the above terms and conditions shall be imposed.
14. Physical fitness certificate from competent Medical Practitioner in respect of person deployed by contractor will be submitted by the contractor.
15. The manpower proposes to be deployed by the Agency shall be subject to screening by the University, to ascertain their suitability and skills.
16. The service provider shall ensure that there is adequate man power for all designated work. There should be no pendency of work.
17. "SCHEDULE OF SERVICE" should be as per Scope of Work.
18. Log 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. The Service Provider's staff shall also mark their attendance daily on the register maintained by him/her along with the biometric machines installed by the service provider at CRSU, Jind campus.
19. Termination of services of any person deployed by the Service Provider shall be made by a letter of termination by Service Provider, University will not issue any letter in this regard.
20. The contractor shall ensure that the personnel deployed by Contractor shall not take part in any staff union and association activities.
21. The University shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
22. The University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The University does not recognize any employee employer relationship with any of the workers of the service provider.
23. The Contractor will maintain a record on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking duly countersigned by the concerned officer/official of CRSU, Jind, regarding payment of wages as per rules and laws in force along with bill for next payment.
24. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the University, the university shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Security.
25. The contractor shall be responsible to maintain all property and equipment of CRSU, Jind entrusted to it. Any damage or loss caused by contractor's persons to the University in whatever shape would be recovered from the contractor.
26. That in the event of any loss occurred to the University, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the University, the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Vice-Chancellor of CRSU, Jind will be final and binding on the contractor.
27. The workers/personnel engaged by the contractor shall not accept any gratitude or reward in any shape.
28. In case the contractor fails to commence/render the services as stipulated in the agreement or unsatisfactory Performance or does not meet the statutory requirements of the contract the Vice-Chancellor reserves the right to forfeit the Performance Security and the firm will be black listed from participating in such type of tenders in future.
29. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
30. The bidder should be registered with the concerned authority of labour under Contract labour (R&A) Act 1970 and also have been allotted "Establishment Code No." by the commissioner EPF Organization constituted under the employees 'Provident Funds and Miscellaneous Provisions Act, 1952'. The service provider will submit an affidavit/undertaking along with Tender Form dully attested by the 1st Class Magistrate

- that the agency is not a defaulter in depositing the EPF as well as Service Tax or GST etc. Agency will submit a copy of Labour License obtained from the Labour Commissioner.
31. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws or Regulations, be directed to be paid by CRSU, Jind, such money shall be deemed to be payable by the contractor to the University within seven days. The University shall be entitled to recover this amount from the contractor by deduction from money due to the contractor.
 32. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by CRSU, Jind from the service provider.
 33. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the University.
 34. The Contractor shall only be liable for Labour Court proceedings in respect of staff deputed by the agency.
 35. In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Authorized Officer of CRSU, Jind and the Service Provider or his authorized representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the University unless and until the same are incorporated in a formal instrument and signed by the Authorized Officer of CRSU, Jind and the Service Provider.
 36. Any liabilities arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
 37. Agency shall abide by all laws of the land including, Labour Laws (ESI, PF, Income Tax, Service Tax, GST or any other extra Taxes levied by the Government) Companies Act, TAX Deduction liabilities, Welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Agency, and it shall not involve the university in any way what-so-ever.
 38. That no right, much less a legal right shall vest in the Agency's workers/employees to claim/have employment or otherwise seek absorption in the University nor the Agency's workers/employees, shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the University. The workers will remain the employees of the Agency at all times and this shall be solely the responsibility of the Agency/Agency to make it clear to their workers before deputing on work at the University; such a stipulation shall also be mentioned in the appointment letter, or any similar document which may be issued to workers/employees of the Agency.
 - (a) Any disputes arising out of and in relation to this agreement shall be referred to arbitration by sole arbitrator, to be appointed by the Vice-Chancellor of the University. The arbitration would be conducted and governed by and under the provisions of Arbitration and Conciliation Act 1996. The language of Arbitration shall be English and the seat of Arbitration shall be at CRSU, Jind Campus. Any legal dispute will be subject to jurisdiction of Jind Courts and no other Court shall have the jurisdiction.
 39. All liabilities arising out of accident or death while on duty shall be borne by the contractor. The Service Provider should have an insurance cover through Registered Insurance Company for public liabilities. The contractor shall be responsible for any injury or accident to his staff during work and no claim shall be given by the University. Copy of valid documentary proof of policy should be provided to CRSU, Jind.

40. 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.
41. The Contractor being the employer of its workmen, shall be solely responsible for fulfilling obligations towards its 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.
42. The contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further work may be got done from another agency at the risk and cost of the Contractor. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or the service is not to the entire satisfaction of officer authorized by the Head of the University, a penalty leading to deduction up to a maximum of 10% of the total amount of bill from a bill for a particular month will be imposed. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory Performance of the contractor and/or loss/damage, if any sustained by CRSU, Jind on account of failure or negligence of the workers deployed by him or in the event of the agreement by the contractor.
43. The Vice-Chancellor CRSU, Jind have discretionary right to award on the same rate parallel contract to the next eligible agency, in case, the agency with lowest rate at any stage after award of contract fails to perform successfully/satisfactorily.
44. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out-rightly.
45. As and when CRSU, Jind requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the University to the agency.

46. OBLIGATIONS OF THE CONTRACTOR:-

- a. The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- b. The CRSU, Jind will deduct Income Tax at source under applicable section of Income Tax Act from the bill at the prevailing rates of such sum as income tax on the income comprised therein. Any other statutory deductions, if required shall also be made as applicable.

47. DISPUTE RESOLUTION:-

- a. Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chancellor, CRSU, Jind.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract.

48. JURISDICTION OF COURT:-

The courts at Jind (Haryana) shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

49. PAYMENT TO THE SERVICE PROVIDER:

The agency is fully responsible for disbursement of salary to its employees. The salary will be disbursed by the agency by 7th of each month positively. The amount on account of wages, EPF & ESI and other liabilities will be reimbursed to the agency by the University upto last working day of the same month subject to the maximum of monthly agreement amount after making necessary deductions. Hence the agency is only responsible for disbursement of Salary/wages to its employees and the University is not responsible at any part in distribution of salary/wages, however being the principal employer the University will keep close watch on the issues relating to disbursement of salary. The salary will be reimbursed on monthly basis against the tendered amount quoted by the agency. It is also made clear that if the payment against services./wages is not released by the university due to any reason, it will be prime responsibility of the service provider to disburse the wages in time to the workers/staff deployed for the said purpose.

50. All the services outsourced shall be got completed by the contractor within the prescribed time and to the satisfaction of the University authority/offices.

51. The contractor has to execute an agreement on stamp paper of Rs. 100/- on the prescribed Service agreement Proforma with the University and no payment will be released unless the said agreement is signed.

52. It is also made clear by the contractor to its employees/staff deployed that there is no employer and employee relationship between them and the University. The employees/staff deployed by the contractor has no service right of any type against the University. The contractor shall submit the complete personal detail of staff deployed along with following undertaking on plain paper:

“I have gone through the terms & conditions of the tender documents/agreement of outsource of services and I undertake that I am employee of the contractor and no service relationship/claim what so ever with/against CRSU, Jind.

Read Over & Admitted as Correct

Name and Signature of the employee of the contractor

Signature Verified

Contractor

53. It is also made clear that in case of absence/not deployment of staff on any day then the amount of said work/men hours will be deducted from the total bill accordingly after decision of the competent authority. The staff deployed by the contractor has no right to make or enter into any individual correspondence with the University except through the contractor itself.

54. The staff employed by the contractor will not indulge in any type criminal activities/strike/anti social activities/blockade/eve-teasing/hindrance in the working of the University or other illegal activities in the university premises. University has right to direct the contractor to replace/remove/take action against such staff and the contractor is bound to comply the University directions in this regard.

55. If any doubt or ambiguity/duplication arises as to the meaning and/or effect of any provisions of the agreement, the same shall be referred to the Vice-Chancellor, CRSU, Jind for clarification and his decision thereon shall be final and binding on both parties.

56. The agency, contractor, service provider, employer are used in the tender have the same and one meaning/person.

57. The service provider will make payments to the workers engaged for the University as per the DC Rates applicable from time to time. The agency will make payment of wages as

prescribed above plus other benefits like ESI, EPF etc per month to the above categories workers.

58. **The contractor will deploy the manpower as per rules/ qualifications prescribed by University.**
59. The contractor will have to deposit the proof of depositing employee's contribution towards EPF, ESI etc. of each employee on monthly basis on or before 25th of every month.
60. The contract will be for One Year, unless it is curtailed or terminated by this office owing to deficiency of service, sub standard quality of the material/manpower deployed, breach of contract, reduction or cessation of the requirement of work.
61. Payments of wages must be paid through NEFT/ RTGS/Check to direct accounts of worker and wages must be paid upto 07th of every month. In case of EPF, the Agency shall produce original challans/receipts along with the scroll of the employees, whose EPF stands deposited by the Agency to the Registrar of the University for Verification & Reimbursement upto 25th of each month to avoid delay for further payment.
62. Previous payment Voucher must be attached with deduction of E.S.I, E.P.F. along with Account Nos. of all deputed worker at CRSU, Jind.
63. If deductions for E.S.I, E.P.F. are not found correct or updated at any stage during the contract, the Performance Security amount will be forfeited and suitable action may be taken.
64. Normal working hours will be 9:00 am to 5:00 pm (for some services 8:00 AM to 4:00 PM). However, in special circumstances timing can be changed by the head of the department.
65. Numbers of persons/workers can be decreased or increased.
66. If contractor or his representative found indulged in any of the activities of withdrawing any amount from the salaried account of the deployed staff by any medium e.g. cash, credit card/debit card, cheque, electronic transfer etc., it will be viewed seriously and action may be taken accordingly as per law.
67. As per the circular of the Govt. of Haryana dated 27.10.2017 & 12.03.2018, reservation will be granted while engaging contractual employees under Part-I & II of outsourcing policy.

SERVICE AGREEMENT

THIS AGREEMENT is made on this _____, between CRSU, Jind acting through its Registrar (hereinafter repugnant to the context, be deemed to include its successors in office and assignees) of the first part and (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include 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 skilled manpower for (a) Secretarial/Ministerial and Supporting Staff (b) Maintenance Services etc.;

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the University under the 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-

- 1.1 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 action (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.
- 1.2 Have 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.
- 1.3 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.
- 1.4 Has complied with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all required permissions/ licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (A) The Service Provider shall operate and provide services to the University at its various sites on all the seven days a week.
- (B) The regularity of the Performance of the service will be the essence of the 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.
- (C) The assessment made by the Service Provider in the tender including number of personnel(s) of various descriptions as required to provide /give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (D) 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 to such incidents and reports to the University.
- (E) If any of the personnel(s) 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 himself can take action in accordance with law.
- (F) The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due Performance by the Service Provider of its obligation under this agreement.

3. TERMS OF PAYMENT

- (A) The payment will be reimbursed on the monthly basis as per agreement terms and conditions after necessary deductions.
- (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.

(Service Provider)

(Authorized Signatory, CRSU, Jind)

- (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 to such persons which in any case shall not be less than minimum wages/DC rates as fixed or prescribed under the Minimum Wages Act, 1948(Act XI of 1948) for the category of workers 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 law.
- (D) The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill for verification to the nominated official of the University. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the university.
- (E) The agency is fully responsible for disbursement of salary to its employees. The salary will be disbursed by the agency by 7th of each month positively only by depositing their salaries their respective bank accounts. The agreement amount after necessary deductions will be reimbursed to the agency from the University upto 30th of the same month subject to the disbursement of salary of the respective month positively. Hence the agency is only responsible for disbursement of Salary to its employees and the University is not responsible at any part in distribution of salary, however being the principal employer the University will keep close watch on the issues relating to disbursement of salary.
- (F) The successful bidder shall give an affidavit on stamp paper of worth Rs. 100/- that he shall disburse the salary to the employees engaged by him before 7th of each month & shall deposit the EPF in their accounts and also deposit all the statutory taxes before 10th of each month. Further, the agency shall claim of re-imburement alongwith acquaintance roll by 15th of each month. The University on its part shall get it passed from the accounts & Audit & make sure to re-imbrues the dues by 30th of the same month. The EPF accounts No. of the Employees shall be supplied by the agency (successful bidder) to the University being principal employer within three months after engagement of the employee.
- (G) Further, the service provider shall submit the signed proforma complete in all respect for refund/transfer of EPF of all the employees deployed by him to the university at the time of completion/termination of the contract.

4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit on a monthly basis bills for the services rendered to enable the University to verify and process the same.

5. DISCIPLINE

- (A) The Service Provider shall issue identity cards, on its own 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.
- (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 Department. 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 person(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 person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would University be liable for any claims(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT

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

- (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 and is not an agreement for supply of contract labor. It is clearly understood 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 Employees Provident fund, Employees State Insurance, minimum wage etc.

- (c) University shall not be liable for any obligations/responsibilities contractual, legal or otherwise, towards the Service Provider's employees/servants directly and/ or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES

- A) Service Provider shall obtain all registration(s) permission(s) license(s) etc. which are/may be required under any labour law of other legislation(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 and Regulations 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, and 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 legislation's 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 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 dully responsible to ascertain and understood the applicability of various Acts, and take necessary action to comply with requirements of law.
- D) The Service Provider shall give an undertaking by the 22nd 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 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 in the manner specified by the University.
- (b) The Service Provider shall forthwith upon being required by the University, allow University of any of its authorized 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 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 damage 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 the 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, 1932 or any other Acts or any other statutory modifications here of or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made 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 here in before.
- (c) The Service Provider shall at all times indemnify and keep indemnified the University against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the service at the University's premises of 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-clauses no. (a), (b) and (c) herein above, 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.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reason whatsoever, the University shall be entitled to procure services from other sources and the Service Provider shall be 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 with effect from _____ in the first instance & is extendable (for the period mutually agreed upon) depending on the Performance & services rendered by the agency & further approval of the competent authority i.e. the Vice-Chancellor.

13. TERMINATION

- (a) This agreement can be terminated by giving at least 2 month notice by the University without assigning any reason and without payment of any compensation thereof. However, the University shall give only 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.
- (d) The University shall have the right to immediately terminate this agreement if the Service Provider, if the Service Provider found to participate in more than once with the same name in the tender process.

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 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. INSURANCE SCHEME COVER

- (a) The Service Provider shall ensure the Implementation of GIS for the manpower supplied by him.

- (b) The salary paid to the employees shall not be below the corresponding rates prescribed by the Deputy Commissioner Jind/Haryana Govt.
- (c) In case of deficient service by the Service Provider, the University reserves the right to terminate the agreement.
- (d) The terms and conditions mentioned in the e-tender document shall be binding on the Service Provider.

17. 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 as may be intimated from time to time in writing.

University

The Registrar,
Chaudhary Ranbir Singh University,
Jind-126102

Service Provider

18. CONFIDENTIALITY

It is understood between the parties here to that during the course of business relationship, the Service Provider may have access 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.

19. 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.

20. 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.**

21. 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.

22. 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.

23. WAIVER

At any time any indulgence or concession granted by the University shall not alter or invalidate this agreement nor 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.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/execute at Jind for all purposes. In the event of any dispute related to the interpretation or right or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any disputer is not settled amicably the same shall be referred to the sole arbitrator be appointed by the University. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be at CRSU, Jind.

25. GOVERNING LAW/ JURISDICTION

The applicable law governing this agreement shall be laws of India and the courts of Jind shall have the exclusive jurisdiction to try and 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 event of commencement of order acceptance, it will be taken that all terms are acceptable.

27. 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/ University authority's demands or requirements.

IN WITNESS WHERE OF 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 WITNESSES

1. Signature:

Name:

Date:

Designation:

(For and on behalf of the contractor)

Signature:

Name:

Date:

Designation:

(For and on behalf of the University)

2. Signature:

Name:

Date:

Designation:

(For and on behalf of the contractor)

Signature:

Name:

Date:

Designation:

(For and on behalf of the University)

Undertaking for the month of _____ to be given by the Service Provider by 25th of each month for compliance with his statutory obligations

1. EPF, ESI, GIS, Minimum Wages etc. have been complied as per rules and regulation of the Govt.
2. All the required registration permissions and licenses under any labour or other Legislation Act have been obtained from Govt.
3. All Central and State Govt. Rules and Regulations have been complied with.
4. All accounts and records have been accurately maintained.
5. The constitutions, name and addresses of the management and other key personnel and registration of the firm is valid and registered with the concerned Govt. authority.

(Service Provider)

CHECK-LIST FOR TECHNICAL BID (Part-A)

(The below mentioned information/documents are required to be submitted/uploaded with the technical bid by the bidder)

Sr. No.	Documents required	No/ Yes with Page No.
1.	Tender Document Fees, E-service fees and Earnest Money Deposit (Bid Security)	
2.	One Self attested recent passport size photograph of the authorized person of the bidder, with name, designation, address, and telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners.	
3.	Undertaking on a Stamp paper of Rs. 100/- as per the given Format	
4.	Self-attested copy of PAN card Self-attested	
5.	copy of GST Resignation Number	
6.	Self-attested copy of Registration Number of the firm/agency	
7.	Self-attested copy of valid EPF Registration Number	
8.	Self-attested copy of valid ESI Registration Number	
9.	Self-attested copy of valid License No. under Contract Labour (R&A) Act-1970	
10.	Proof of satisfactorily execution of similar works as specified in the Eligibility Criteria.	
11.	Self attested copy of Annual Income Tax Returns of previous three years i.e. 2016-17, 2017-18 & 2018-19.	
12.	Self attested copy of Audited Balance Sheet of previous three years i.e. 2016-17, 2017-18 & 2018-19.	
13.	(a) Report regarding work and conduct from pervious organization (s)/institution(s) and (b) Bank(s).	

(Signature of the Bidder with seal)

CHECK-LIST FOR TECHNICAL BID (Part-B)

Sr. No.	Documents required	No/ Yes with Page No.
1.	Annual Turnover (Rupees in Lacs) during previous three years: 2016-17: 2017-18: 2018-19:	
2.	Manpower on roll (different category):	
3.	Experience of similar works:	
4.	Volume of similar works done as per eligibility criteria:	
5.	Number of trained supervisory staff:	
6.	ISO Certification of the firm, if any:	
7.	Any other information:	

Note: Photocopies of all necessary documents duly self attested must be attached/uploaded for verification of the information provided. The Uploaded Technical Document should clear and readable.

(Signature of the Bidder with seal)

UNDERTAKING
(ON A STAMP PAPER of Rs.100/-)

To

(Designation and Name of the concerned Department)

Name of the firm/Agency_____

Name of the tender/services_____

Due date:_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document and agreement.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per the rates notified by the Deputy Commissioner, Jind/Minimum Wages Act as amended by the Government from time to time (as applicable) and shall be fully responsible for all compliance & violation, if any.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (CRSU, Jind) (hereinafter called the "CRSU, Jind") of the other part.
2. WHEREAS _____ (CRSU, Jind) has awarded the contract for _____ for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the CRSU, Jind a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the CRSU, Jind the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the CRSU, Jind, the Bank is engaged to pay the CRSU, Jind, any amount up to and inclusive of the aforementioned full amount upon written order from the CRSU, Jind to indemnify the CRSU, Jind for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the CRSU, Jind immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the CRSU, Jind any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the CRSU, Jind agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the CRSU, Jind and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the CRSU, Jind in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the CRSU, Jind for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the CRSU, Jind", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

(Service Provider)

(Authorized Signatory, CRSU, Jind)

Name_____

Designation_____

I.D. No._____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature_____

Name_____

Address_____

Witness-2.

Signature_____

Name_____

Address_____

FINANCIAL BID**Tentative details for providing outsourcing services for a) Secretarial/Ministerial and Supporting Staff and Maintenance Services etc.:**

Sr. No.	Designation	No. of Post/ Work	DC Rate Jind (1)	Reliving Charges (2)	Total (1+2)	EPF (13%)	ESI 3.75%	Lab our Welfare Fund	Servi ces Charg es (2% of less will not be accep table and the permi ssible fracti on is upto 2 decim als only	Ser vic es Charge s Qu ote d Am oun t	Each Pers on Amo unt	Total Amou nt
1	Campus Supervisor	1	15170	2340	17510	1950	656.625	20				
2	Clerk	97	15170	0	15170	1950	568.875	20				
3	Hostel Attendant/ Attendant	10	13850	0	13850	1800.5	519.375	20				
4	Peon	48	13850	0	13850	1800.5	519.375	20				
5	Mali	15	13850	0	13850	1800.5	519.375	20				
6	Sweeper	29	13850	0	13850	1800.5	519.375	20				
7	Driver with EPF/ESI	3	16460	0	16460	1950	617.25	20				
8	Plumber	1	13850	0	13850	1800.5	519.375	20				
9	Daftri	6	13850	0	13850	1800.5	519.375	20				
10	Electrician	4	19650	0	19650	1950	736.875	20				
11	Technical Assistant	7	19895	0	19895	1950	746.0625	20				
12	Deputy Superintendent	9	24050	0	24050	1950	901.875	20				
13	Lab. Attendant	10	15170	0	15170	1950	568.875	20				
14	Library Attendant/Restorer	4	15170	0	15170	1950	568.875	20				

(Service Provider)

(Authorized Signatory, CRSU, Jind)

15	ALM	1	19650	0	19650	1950	736.875	20				
16	Cook	4	13850	0	13850	1800.5	519.375	20				
17	Stenographer	2	19890	0	19890	1950	745.875	20				
18	Helper	2	13850	0	13850	1800.5	519.375	20				
19	Ground Man	3	13850	0	13850	1800.5	519.375	20				
20	Administrative Officer	2	25450	0	25450	1950	954.375	20				
21	Driver	1	16460	0	16460	1950	617.25	20				
22	Assistant	17	19895	0	19895	1950	746.0625	20				
23	Computer Programmer	1	26040	0	26040	1950	976.5	20				
24	Section Officer	1	24050	0	24050	1950	901.875	20				
25	Accountant	2	19895	0	19895	1950	746.0625	20				
26	Fire Man	2	15170	0	15170	1950	568.875	20				
27	Lift Operator	2	15170	0	15170	1950	568.875	20				
28	Generator Operator	1	14225	0	14225	1849.3	533.4375	20				
29	Steno typist	5	15170	0	19890	1950	745.875	20				
30	Tabla Attendant	1	13850	0	13850	1800.5	519.375	20				
31	JE	2	27000	0	27000	3510	1012.5	20				

Important Note:-

1. As per the circular of the Govt. of Haryana dated 27.10.2017 & 12.03.2018, reservation will be granted while engaging contractual employees under Part-I & II of outsourcing policy.
2. The tender received with Administrative/ Service Charge @ 2% or less will not be accepted and summarily rejected and the permissible fraction is upto 2 decimals only (for example 2.26).
3. In case of tie of the rates quoted in the Financial bid by the participating agencies then the work may be awarded to the agency based on Presentation, Turnover and Experience.
4. The requirement of manpower mentioned in the tender document is tentative, which may be increased/ decreased at the sole discretion of the Vice-Chancellor as per the requirements of the University.

(Signature of the Bidder with seal)