

**e-TENDER NO. HAREDA/OSMP-2018-19/E-1**

**DNIT**

**Providing Manpower services at Akshay Urja Bhawan,  
Sector-17, Panchkula in two bid systems i.e. Technical Bid and Financial Bids**



**DEPARTMENT OF NEW & RENEWABLE ENERGY HARYANA (DNRE)**

**&**

**H A R E D A**

Akshay Urja Bhawan, Institutional Plot No. 1, Sector-17, Panchkula

PHONE: 0172-2585733, 2585433 EPBX: 0172-2587233, 2587833 (Extn.-105)

Fax No.0172-2564433 Email: [drehareda@gmail.com](mailto:drehareda@gmail.com)

Website: [www.hareda.gov.in](http://www.hareda.gov.in)

(Note: this document contains 30 pages (1 to 30) including this page)

## Department of New and Renewable Energy (DNRE) and HAREDA

Akshay Urja Bhawan, Institutional Plot No.-1, Sector-17, Panchkula-134109

Phone No. 0172-2587233,2587833 Fax. 2564433

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### SHORT e-TENDER NOTICE

e-Tenders are invited for below mentioned work at Akshay Urja Bhawan, Sector-17, Panchkula in two bid systems i.e. Technical Bid and Financial Bid.

Sr.No.	Description	Particulars.
1.	Scope of work	Providing Manpower services at Akshay Urja Bhawan, Sector-17, Panchkula and its offices in the State of Haryana.
2.	Approx. Value.	Ra. 10.00 Lakh per month.
3.	EMD	Rs. 2,00,000/-
4.	Documents fee + e-service fee	Rs. 3,000/-
5.	Start date and time of online Bid preparation & Bid submission.	24.09.2018 at 10.00 AM
6.	Expiry Date & time of online Bid preparation & submission	23.10.2018 at 2.00 PM
7.	Opening of Technical Bids	23.10.2018 at 3.00 PM in the presence of bidders/their representative who may wish to be present.

The bidders can download and purchase the tender documents from the portal <https://haryanaeprocurement.gov.in>

Prospective bidders are requested to remain updated for any amendments/modification etc. to DNIT documents conditions, in the above mentioned websites. No separate notifications will be given for such amendments/modification in the print media (press).

Director, HAREDA reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Director, HAREDA

**Department of New and Renewable Energy (DNRE) and HAREDA**  
(NEW AND RENEWABLE ENERGY DEPARTMENT, HARYANA)  
Akshay Urja Bhawan, Sector-17, Panchkula  
PHONE: 0172-2585733, 2585433 Fax No.0172-2564433  
Email: [drehareda@gmail.com](mailto:drehareda@gmail.com) Website: [www.hareda.gov.in](http://www.hareda.gov.in)

**DETAILED NOTICE INVITING TENDER**

**(For providing manpower services to the department of  
New & Renewable Energy, Haryana and HAREDA).**

**e-Tenders** are invited for Providing Manpower to the Department of New & Renewable Energy and HAREDA in its offices at Akshay Urja Bhawan, Plot No. 1, Sector-17, Panchkula and anywhere in the State as per **two bid system** i.e. Technical Bid and Financial Bid.

**Instructions to bidder on Electronic Tendering System**

**1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>

**2. Obtaining a Digital Certificate:**

- 2.1 The Bids submitted online should be encrypted and signed electronically with a sDigital 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 of HAREDA: [www.hareda.gov.in](http://www.hareda.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:

**M/s Nextenders (India) Pvt. Ltd.**

O/o. DS&D Haryana, SCO – 09, IIInd Floor,  
Sector – 16, Panchkula – 134108

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

**Help Desk: 1800-180-2097 (Toll Free Number)**

- 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 of bid preparation stage. 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 certificate** 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 Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.6 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.
- 2.7 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 documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system. For online **payments guidelines**, please refer to the Home Page of the e-tendering Portal <https://haryanaeprocurement.gov.in>

### **4 Pre-requisites for online bidding:**

In order to bid online on the portal the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are 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 e-Procurement system on the Home Page at Website: [www.hareda.gov.in](http://www.hareda.gov.in)

### **6 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the **e-Procurement** portal <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 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, e-Service fee, EMD fees of online Bids:**

- 8.1 The online payment for Tender document fee, e-Service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and e-Service Fee can be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

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

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

The bidders shall **quote** the prices in price bid format.

**NOTE:-**

- (A) If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.**

**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>**

**For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaprocurement.gov.in> and click on the available link 'How to .. ?' to download the file.**

**Guideline for Online Payments in e-tendering**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & 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) The **e-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.

- (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 log into 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:
  - Beneficiary account no: (unique alphanumeric code for e-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
2. Axis Bank
3. Bank of Bahrain and Kuwait

4. Bank of Baroda
  5. Bank of India
  6. Bank of Maharashtra
  7. Canara Bank
  8. City Union Bank
  9. Central Bank of India
  10. Catholic Syrian Bank
  11. Corporation Bank
  12. Deutsche Bank
  13. Development Credit Bank
  14. Dhanlaxmi Bank
  15. Federal Bank
  16. HDFC Bank
  17. ICICI Bank
  18. IDBI Bank
  19. Indian Bank
  20. Indian Overseas Bank
  21. Indusind Bank
  22. ING Vysya Bank
  23. J & K Bank
  24. Karnataka Bank
  25. Kotak Mahindra Bank
  26. Karur Vysya Bank
  27. Punjab National Bank
  28. Oriental Bank of Commerce
  29. South Indian Bank
  30. Standard Chartered Bank
  31. State Bank of Bikaner and Jaipur
  32. State Bank of Hyderabad
  33. State Bank of India
  34. State Bank of Mysore
  35. State Bank of Travancore
  36. State Bank of Patiala
  37. Tamilnad Mercantile Bank
  38. Union Bank of India
  39. United Bank of India
  40. Vijaya Bank
  41. Yes Bank:
9. Two bid process will be followed. The bidder will have to submit technical and financial bids online only.
10. The financial bid (price bid) of only those bidders will be opened whose technical bid is cleared and accepted by the committee at a later date. The eligible tenderers will be informed accordingly.
11. **Eligibility**
- 11 (A) Firms with following certificates/registration will be eligible:-
- (i) It is mandatory for the Firm/Agency to get registration of Establishment/Institution under Section 13 of the Punjab Shops and Commercial Establishment Act, 1958.
  - (ii) Registration certificate under the Contract Labour (Regulation & Abolition) Act.
  - (iii) Registered from the Police Department, Haryana to run the Business of

Private Security Agency.

- 11 (B) **Experience :-**
- (i) Firms must have experience of providing Manpower services in various Government/Semi Government/PSUs for **last 3 years ending 31.03.2018**. Three years experience will be considered from the date of registration of the firm under Section 13 of Punjab Shops and Commercial Establishment Act, 1958. In support of this, the bidder shall submit the copy of work order(s) along with respective completion certificate(s) indicating the successful execution of annual outsourcing work in Govt./Semi Govt./PSU Organizations during **last 3 years ending 31.03.2018**. In this regard, bidder shall submit copy of work order and completion certificate(s) in support of (i) one work of at least Rs. 50 Lakhs OR (ii) two works of at least Rs. 25.00 Lakhs each OR (iii) three works of at least Rs. 17.00 Lakhs each. The documents of not more than 3 works should be attached. If any work order is not supported with a completion certificate, it will not be considered.
  - (ii) The firm should not have been blacklisted by any Government Organization/Semi Govt./PSU. The firm shall submit an undertaking in the Technical Bid as per **Annexure-I**.
  - (iii) The firm must have a minimum turnover of Rs. 50.00 Lakh each during the last three years i.e. 2015-16, 2016-17, & 2017-18 which may be mentioned clearly in the **Annexure-II**. In this regard, the firm shall submit a certificate issued by a Chartered Accountant in the format given at **Annexure-II**.
  - (iv) **Financial Standing:** Bidder should furnish a Bank Solvency Certificate from a scheduled bank for an amount of not less than Rs. 30.00 Lakh.
  - (v) Tender documents should be duly page marking with indexed.
12. In case the contractor fails to provide satisfactory services of the manpower or fails to turn up as required, a penalty at the rate equal to the wages of the manpower per day basis shall be imposed and deducted from the wages due or EMD/security deposited.
13. The manpower will be required to perform additional duties on special occasions, without any compensation or extra remuneration.
14. The contractors may carefully note that the payment to their staff, working in the Akshay Urja Bhawan shall be required to be made strictly as per the Minimum Wages Act. The service provider shall ensure that the salaries of all the manpower will invariably be paid or got paid through RTGS in their respective Aadhar Seeded Bank Account as per Govt. instructions. Any laxity in this regard may attract the breach of service contract. The bill of the contractor will be cleared only after completion of this requirement.
15. The Bid is to be submitted with the forwarding letter (**Annexure-III**)
16. The details of Manpower required alongwith minimum qualification are at **Annexure-IV** and can be increased or decreased by the Director, HAREDA.
17. The financial Bid should be submitted online as per **Annexure-V**. No firm will quote zero percent margin money/commission. The firm doing so shall be automatically rejected. The activity as a whole will be outsourced for which necessary manpower will be provided by the tenderer.



18. If the name forwarded by the service provider found not suitable by HAREDA, fresh candidate has to be forwarded by the service provider.
19. The successful service provider has to enter into agreement with HAREDA as per terms & conditions mentioned in the draft agreement enclosed as **Annexure-VI**.
20. Service Provider shall obtain all registration(s), permissions(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
21. 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 Service under this agreement. The Service Provider indemnifies and shall always keep **HAREDA** indemnified against all losses, damages, claims, actions taken against **HAREDA** by any authority/office in this regard.
22. 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.
23. 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 **HAREDA**.
24. The Service Provider shall forthwith upon being required by the **HAREDA**, allow **HAREDA** or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also co-operate in good faith with the **HAREDA** 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 **HAREDA**. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the **HAREDA** for such discrepancies or overcharge.
25. The Service Provider will provide the facilities for welfare & health of the workers as per Section 16 & 19 of the Contract Labour (Regulation & Abolition) Act-1970 and in the event of deficiency, the office i.e. Principal Employer will provide the same at the cost of Service Provider.
26. The Service Provider will pay at least minimum rates of wages as notified by the Government under the Minimum Wages Act, 1948 without any illegal deduction as specified in the Payment of Wages Act, 1936. The HAREDA will release the monthly payment to the Contractor/Service Provider through RTGS and the Contractor will make the payment to the worker through RTGS in their respective Aadhar Seeded Bank Account as per Govt. instructions and will follow all the provisions of the Wages Act, Minimum Wages Act, Provident Fund, ESI, etc. etc. The payment will be made to the workers by the Service Provider. However, the Service Provider will be the sole responsible for the payment of wages to the workers in time.
27. The Service Provider will maintain the proper record of wages and leave etc.

In case the worker is made to work overtime by the Service Provider then the overtime wages have to be paid extra/other than normal wages at double the rate of wages as per Section 14 of the Minimum Wages Act, 1948 by the Service Provider.

28. The Service Provider will provide a copy of the registration and code number duly registered with the Provident Fund Office/Department so as to ensure the proper Code Number. The Service Provider must deposit the amount of contribution with the authority regularly every month as per the provision of the Provident Fund Act and a copy of the deposit and the corresponding list must be provided to this office every month for record. The half yearly return in form 3-A and annual return in form 6-A must also be provided to this office. The non deposit of the deducted amount with the authority will entitle the criminal liability under the law.
29. The Service Provider will deposit the ESI contribution with the concerned authorities regularly every month and a copy of the same alongwith the corresponding list will be supplied by the Service Provider. The non deposit of the deducted amount with the authority will entitle the criminal liability under the law.
30. The decision of the Director, **HAREDA** in matter relating to this contract shall be final and binding on all parties. The manpower mentioned in the tender document is only indicative and can be increased or decreased as per actual requirement by Director, HAREDA.
31. The **HAREDA**, without prejudice to its right against the service provider for any inferior workmanship or breach of any of the terms and conditions of the contract may terminate the contract by giving one month notice in writing and get the work done through another contractor or by itself for the left over period of the contract at the risk and cost of the defaulting contractor.
32. All the questions and disputes arising out of relations to the contract or otherwise concerning contract work or execution of failure to execute the contract work whether arising during the period of the contract or after the completion of the abandonment thereof shall be referred to the Director, **HAREDA** whose decision shall be final and binding in all respect.
33. For all matters, the Director, **HAREDA** will be the final authority whose orders will be binding in the contract.
34. The HAREDA shall not be liable to pay any compensation on any account of the accident, injury or death sustains by any worker deployed by the contractor and any claim under "Workmen Compensation Act". The contractor shall indemnify the **HAREDA** on account of above claims.
35. All the statutory deductions in force or coming into in force while making the payment will be made from the bill of contractor.
36. Payment to the workers will be made through RTGS by the service provider and proof of payment will be furnished at the time of claiming of the bill of concerned month along-with proof of deposit of EPF/ESI with concerned department.
37. All the workers shall be issued ESI cards by the service provider under the provision of law.
38. The contractor shall abide by the instructions/guidelines issued by the Govt. of Haryana, Finance Department from time to time.

39. Notwithstanding the release of payment from **HAREDA** the Service Provider shall release the wages to the workers latest by 7<sup>th</sup> of every month.
40. The material for the housekeeping shall be provided by the **HAREDA**.
41. The employees of the service provider shall not have the right to claim the absorption/regularization or any other compensation from the State Government/**HAREDA**.
42. The only medically fit manpower shall be provided. The medical certificate of the manpower deployed can be sought from the agency for verification at any time.
43. The contractor would submit the police verification report alongwith the photograph and the detailed particulars of his staff employed in the Akshay Urja Bhawan, Sector-17, Panchkula immediately within the 15 days after the award of work.
44. The contractor would provide all necessary safety devices to it workers and will be responsible to compensate any loss or damage to the life and **HAREDA** property caused due to theft, fraud or negligence by the staff of the contractor.
45. The payment by the contractor to its personnel will be made through Aadhaar Seeded/linked bank account by RTGS only and adhering to all the provisions of Minimum Wages Act, Provident Fund, ESI etc. and the agency will have to submit the documentary evidence of payment of the same name-wise against each worker in its monthly bills.
46. In case more than one firm quote the lowest service charges, all other parameters being equal, the selection of the agency shall be on the basis of draw of lot.
47. As per the Govt. instructions minimum service charges/margin money should be quoted not less than 2%. Any firm quoting less than 2% service charges/margin money will be out-rightly rejected.
48. The contract agreement should be executed in the prescribed format. The technical bid should also contain the name of a competent official from the bidder, who is authorized to submit the bid and give clarifications if required. The authorization shall be in acceptable legal format.
49. Due to unforeseen/unavoidable circumstances, if the tender is not opened on the stipulated date, the same will be opened on the next working day at the same time. HAREDA will not be responsible for any postal delay.
50. The offer shall be valid for **180 days** from the date of opening of technical bid.
51. The contract period is **one year** which may, however, be extended by another **one year** based on the performance of the contractor and mutual consent of the parties or in case of any other prevailing circumstances.
52. The rates quoted shall be inclusive of all taxes including vat, EPF, ESI, Service charge and incidental charges, on per person per month basis.
53. The tender will be opened on **23.10.2018 at 3.00 PM** by the committee in the presence of bidders/their representative who may wish to be present

Director, HAREDA

## Annexure-I

**Haryana Renewable Energy Development Agency(HAREDA)**  
Akshay Urja Bhawan, Institutional Plot No.-1, Sector-17, Panchkula -134109  
Phone No.0172-2585733,2587233,2587833 Fax. 2564433  
Email: [drehareda@gmail.com](mailto:drehareda@gmail.com)

### **Providing Manpower services at Akshay Urja Bhawan, Sector-17, Panchkula.**

#### **Technical Bid**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Description</b>
1	Name of the firm *	
2	Name of owner/authorized persons with contact No. *	
3	Year of establishment*	
4.	Type of organization (Pvt. Ltd Co. /Public Ltd. Co/Others)*	
5	Telephone number/Telex/Fax No. *	
6	Address of the firm with e-mail address/website*	
7	Turnover during the last 3 years a) 2015-16 Rs. _____ b) 2016-17 Rs. _____ c) 2017-18 Rs. _____ (upload (As certificate as per Annexure-II)	
8	No. of persons employed indicating designation, qualification and nature of duties. (a separate sheet may be attached)	
9	<b>Eligibility documents*</b> a) Registration under section-13 of Punjab Shops and Commercial Establishment Act, 1958. b) Registration certificate under the Contract Labour (Regulation & Abolition) Act. c) Registered from the Police Department, Haryana to run the Security Agency. (A copy of each of the above should be update)	
10	<b>Experience*</b> <b>a)</b> Experience of providing Manpower services in Govt./ Semi Govt. PSUs in last three years. (i) Services provided to no. of Govt./PSU (ii) No. of manpower provided	

	<p><b>b)</b> Work order details (in last 3 years ending 31.03.2018, one work of at least Rs. 50 Lakh or Two work of at least 25.0 Lakh each or Three work of at least Rs.17.0 Lakh each Copy of work order firm Govt./semi Govt. PSU be uploaded in support of (a) <b>(Documents of not more than 3 works should be attached.)</b></p>	
11	<p><b>Detail of Registration</b> a) Authorities in ESI/EPF/PPF Deptt. (attested copy of document to be attached)</p>	
	<p>b) Income Tax No. (PAN/TAN/TIN/GST No. attach copy)</p>	
	<p>c) Detail of service tax no. allocated to the firm (attested copy be attached)</p>	
12	<p>Whether ever blacklisted or debarred by an Govt./Semi Govt./Public Undertaking (Give details)*</p>	
13	<p>Bank Solvency Certificate of Rs. 30.00 Lakh*</p>	

**\* Mandatory**

Certified that the above information is correct to the best of my knowledge. Further, my above firms including its partner and shareholder have not been blacklisted/disqualified/debarred from any of the Government/Semi Govt. department or any other agency or by any court of law. We accept all the terms and conditions of the DNIT.

Signature of the owner  
Name of the Owner with Seal of firm

**Annexure-II**

**Minimum Turn over Requirement**

(To be given on the letter head of the Chartered Accountant)

Certified that M/s. \_\_\_\_\_ has the turn over  
for the last three years as under: -

<u>Year</u>	Turn over (Rs. in Lakh)
2015-16	_____
2016-17	_____
2017-18	_____

Dated

Signature of the Chartered Accountant

With Seal & Stamp

**Annexure-III**

**FORMAT FOR SUBMISSION OF OFFERS BY THE TENDERS**

**(To be submitted on agency's Letter Head)**

To

The Director  
Haryana Renewable Energy Development Agency (HAREDA),  
Akshay Urja Bhawan, Sector-17, Panchkula.

Respected Sir/Madam,

We have read, understood and accepted all the terms and conditions as stipulated in the Notice Inviting Tender for providing manpower like Accounts Assistant, Technician, Clerks, Receptionist, Drivers, Supervisor, Peons/Helpers, Security Guards, Sweepers, Gardner (Mali), etc. to perform day-to-day work at Haryana Renewable Energy Development Agency (HAREDA), Sector-17, Panchkula.

We, hereby, agree to undertake for providing manpower, as per your requirement. The offer is valid for 180 days.

Signature

Name

Address of the Agency \_\_\_\_\_

\_\_\_\_\_

Date:

Place:

Enclosures: As above.

**ANNEXURE –IV**

**REQUIREMENTS.**

**Detailed qualifications, experience and remunerations**

<b>Sr. No.</b>	<b>Name of the post</b>	<b>Qualification required</b>	<b>Wages per month</b>	<b>Nature of duty.</b>
1.	Accounts Assistant	a) B.Com with 1 <sup>st</sup> Division or M.Com b) PGDCA or equivalent c) Having an adequate knowledge of Accounts d) Knowledge of Hindi upto Matric.	As per DC Rate of Assistant or Accountant	Preparation of Accounts and other accounts matter.
2.	Technician/ Electrician	Matric with ITI certificate in Electronics/Electrical with adequate knowledge of computer.	As per DC Rate	Monitor and repair of SPV Devices, To Operate & maintain all SPV Power Plant, elect. & electronics gadgets, Water Treatment Plant, Mist-cooling & ATS maintenance of lift installed in the Akshay Urja Bhawan
3.	Clerks	10+2 or Graduate or equivalent and one year course in Computer Application/SETC (State Eligibility Test in Computer Appreciation & Application)	As per DC Rate	For entry of relevant data i.e. beneficiaries & other important information in the computer.
4.	Receptionist	10+2 or Graduate or equivalent with adequate knowledge of Computer.	As per DC Rate	To operate and respond to incoming calls on EPBX system on Reception Desk, to maintain visitor's register, to guide and help the visitors for meeting with concerned Scheme-in-charge.
5.	Supervisor	10 <sup>th</sup> Pass/Matric	As per DC Rate	To supervise the work of sweeper and Gardner
6.	Drivers	10 <sup>th</sup> Pass/Matric with good health and physically fit having a valid driving license of LTV/LMV	As per DC Rate	Duty of driver
7.	Security Guards	8 <sup>th</sup> Pass/Matric with good health and physically fit.	As per DC Rate	Watch and ward of the office.
8.	Peons/Helpers	10 <sup>th</sup> Pass with knowledge of Hindi for Peons.	As per DC Rate	Multi-task official duties.
9.	Peon-cum-Plumber	10 <sup>th</sup> Pass with knowledge of Hindi and adequate work experience in plumbing work	As per DC Rate	To work as plumber-cum-Multi-task official duties.
10.	Sweepers	---	As per DC Rate	Sweeping and Cleaning of office building of Akshay Urja Baan, Sector-17, Panchkula.
11.	Gardeners	---	As per DC Rate	To maintain the garden of Akshay Urja Bhawan, Sector-17, Panchkula.



**ANNEXURE –V**

**FINANCIAL BID TO BE SUBMITTED ONLINE ONLY**

Sr. No.	Rate of service charges/margin money on DC rate	
	<u>In figure</u>	<u>In words.</u>
1.		

**Note: -** 1. Decimal limit would be upto 2 digit.

Date:

(Signature of Authorized Signatory with seal)

## ANNEXURE-VI

### SERVICE AGREEMENT

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between the Director, Haryana Renewable Energy Development Agency (hereinafter referred to as "**HAREDA**"), 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 Companies Act, 1956 / a partnership firm constituted between \_\_\_\_\_, having its place of business or registered office at \_\_\_\_\_ acting through \_\_\_\_\_ its Managing Director/Partner (hereinafter referred to as "Service Provider." Which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/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 Experts in Accounts Assistant, Technician, Clerks, Receptionist, Drivers, Peons/Helpers, Supervisor, Security Guards, Sweepers, Gardener (Mali) etc.

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the **HAREDA** under this agreement;

AND WHEREAS on the aforesaid representation made by the Service Provider to the **HAREDA**, 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 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;
- 1.2 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 Government;
- 1.3 shall, on the execution of this agreement and providing services to the **HAREDA**, not violate, breach and contravene any conditions of any agreement entered with any third party/parties;
- 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 **HAREDA** at its various sites on 6 (six) days a week from 09.00 AM. to 05.00 PM. List of services are as prescribed in **Annexure-A**.
- (b) 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 **HAREDA** from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required provide/give the required quality of services shall be final and acceptable by the binding upon the Service Provider.
- (d) If the **HAREDA** notices that the personal 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 **HAREDA**.
- (e) 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 **HAREDA** or itself 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 obligations under this agreement.

## 3. TERMS OF PAYMENT

- (a) Fees and charges for the services to be rendered are at **Annexure-'B'** as agreed to between the parties.
- (b) All payments made by the **HAREDA** 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 to such persons which in any case shall not be less than the minimum wages as fixed by DC 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 laws.
- (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 to be submitted on the 25<sup>th</sup> day of every calendar month for verification to the nominated official of the **HAREDA**. The Service Provider shall ensure that payment to his employees is made only through RTGS in their respective Aadhar Seeded Bank Account as per Govt. instructions.

## 4. SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit the bills on a monthly basis for the services rendered to enable the **HAREDA** 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 **HAREDA's** option, would be subject to verification at any time. The **HAREDA** may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being properly dressed.
- (b) The **HAREDA** 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 **HAREDA**. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the **HAREDA** 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 **HAREDA**. The **HAREDA** 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 **HAREDA** be liable for any claim(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 **HAREDA** 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 **HAREDA**, 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 labour. 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 **HAREDA**. 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 wages, bonus, gratuity etc.
- (c) **HAREDA** 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 COMPLIANCE

- (a) Service Provider shall obtain all registration(s) permissions(s)/license(s) etc. which are/may be required under any labour or 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 **HAREDA** indemnified against all losses, damages, claims, actions taken against **HAREDA** 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 shall give an undertaking by the 22<sup>nd</sup> of each month in favour of the **HAREDA** that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure-'C.'** 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 in the manner specified by the **HAREDA**.
- (b) The Service Provider shall forthwith upon being required by the **HAREDA**, allow **HAREDA** or 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 **HAREDA** 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 **HAREDA**. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the **HAREDA** 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 **HAREDA** 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 **HAREDA** or otherwise.
- (b) The Service Provider shall at all times Indemnify and keep indemnified that **HAREDA** 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 **HAREDA** which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working of the 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 **HAREDA** shall be as provided hereinbefore.
- (c) The Service Provider shall at all times indemnify and keep indemnified the **HAREDA** against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for

any acts of commission or omission of its employees or personnel during the hours of providing the services at the **HAREDA'S** premises or before and after that.

- (d) That, if at any time, during the operation of this agreement or thereafter the **HAREDA** is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or Tribunal/Arbitrator to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the **HAREDA** all such amounts and costs also and in all such cases/events the decision of the **HAREDA** shall be final and binding upon the Service Provider. The **HAREDA** 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 reasons whatsoever, the **HAREDA** shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the **HAREDA** 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/nonperformance 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 **01.12.2018 upto 30.11.2019** and can be extended further for a period of one year provided the performance of the Service Provider are found to be satisfactory and mutual consent of the parties or in case of any other prevailing circumstances.

#### **13. TERMINATION**

- (a) Either party can terminate this agreement by giving 15 day's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the **HAREDA** 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, **HAREDA** 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 **HAREDA** for losses or damages on account of such breach.

- (c) The **HAREDA** 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) In the event of the Service Provider failing duly and properly to fulfill or committing breach of any of the Terms and conditions of this agreement or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract, HAREDA/Government shall be entitled to terminate this contract forthwith and to blacklist the Service Provider.

**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 **HAREDA** 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 **HAREDA** all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the **HAREDA** 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 **HAREDA**.

**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.

**HAREDA**

Haryana Renewable Energy  
Development Agency (**HAREDA**),  
Akshay Urja Bhawan,  
Institutional Plot No.-1, Sector-17,  
Panchkula

**Service Provider**

**17. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to secret/confidential information of the **HAREDA** and it undertakes that it shall not, without the **HAREDA's** prior written consent, disclose, provide or make available any secret/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/writings agreement, the parties and

supersedes all previous or other 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 reasons, 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**

At any time any indulgence or concession granted by the **HAREDA** 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 **HAREDA** 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 **HAREDA** 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**

This agreement shall be deemed to have been made/executed at Panchkula for all purposes. 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 **HAREDA**. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be at Panchkula.

**25. GOVERNING LAW/JURISDICTION**

The applicable law governing this agreement shall be the laws of India and the Courts of Panchkula 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 the original



copy of this agreement to **HAREDA** 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. OTHER CONDITIONS**

A copy of the instructions issued by the General Administration Department, General Services Branch-I, Haryana Govt. vide No. 43/5/2001-IGSI dated 1.9.2006, 16.2.2009 & No. 43/5/2001-3GS-II dated 20.2.2014, No.16/7/2015-I GSII dated 06.04.2015 is enclosed herewith as a part of this agreement for compliance by the Service Provider in letter and spirit. Any amendments to these instructions by the State Govt. from time to time shall also be binding on the Service Provider in addition to the other terms & conditions mentioned at **Annexure-D**.

**28. LIST OF ANNEXURE.**

- ANNEXURE 'A'
- ANNEXURE 'B'
- ANNEXURE 'C'
- ANNEXURE 'D'

IN WITNESS WHEREOF THE HAREDA AND THE SERVICE PROVIDER ABOVE SAID HAVE HERE UNTO 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:   | Signature:                                |
|    | Name:        | Name:                                     |
|    | Date:        | Date:                                     |
|    | Designation: | Designation:                              |
| 2. | Signature    |   |
|    | Name:        |   |
|    | Date:        |   |
|    | Designation: | (For and on behalf of the <b>HAREDA</b> ) |

**SIGNED, SEALED AND DELIVERED**

WITNESSES: -

- |    |            |   |
|----|------------|---|
| 1. | Signature: | Signature:                                  |
|    | Name:      | Name:                                       |
|    | Date:      | Date:                                       |
|    | Address:   | Designation:                                |
| 2. | Signature  |   |
|    | Name:      |   |
|    | Date:      |   |
|    | Address:   | (For and on behalf of the Service Provider) |

## **ANNEXURE-A**

(a) The Service Provider shall operate and provide services to the **HAREDA** at its office on 6 days a week from 7 AM to 4 PM in such rotation that proper cleanliness and gardening is maintained. In extra ordinary situations, the services should be provided even in odd hours without any additional cost.

(b) 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 **HAREDA** from time to time.

(c) If the **HAREDA** 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 report to the **HAREDA**.

(d) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activities, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the **HAREDA** or itself can take action in accordance with law/rules and compensate the loss to **HAREDA**.

(e) 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.

## **ANNEXURE-B**

(a) All payments made by the **HAREDA** shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

(b) The Service Provider shall submit on a monthly basis the bills for the services rendered to enable the **HAREDA** to verify and process the same. 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 the minimum wages 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 and other laws in this regard.

(c) 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 to be submitted on the 25th day of every calendar month for verification to the nominated official of **HAREDA**. The service Provider shall ensure that payment to his employees is made through RTGS in their respective Aadhar Seeded Bank Account as per Govt. instructions.

## ANNEXURE-C

(a) Service Provider shall obtain all registration(s) permissions(s)/ license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement. 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 **HAREDA** indemnified against all losses, damages, claims, actions taken against **HARED** by any authority/office in this regard.

(b) 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.

(c) The Service Provider shall give an undertaking by the 22nd of each month in favour of the **HAREDA** that he has complied with all his statutory obligations.

## ANNEXURE – D

### OTHER TERMS AND CONDITIONS.

1. The Service Provider will obtain a Registration from the Registering Authority for the above said contract and will provide the same to this office. The Service Provider will essentially comply with all the formalities of registration and license as laid down under the Contract Labour (Regulation & Abolition) Act, 1970.
2. The Service Provider will provide the facilities for welfare & health of the workers as per Section 16 & 19 of the Contract Labour (Regulation & Abolition) Act-1970 and in the event of deficiency, the office i.e. Principal Employer will provide the same at the cost of Service Provider.
3. The Service Provider will pay at least minimum rates of wages as notified by the Government under the Minimum Wages Act, 1948 without any illegal deduction as specified in the Payment of Wages Act, 1936. The **HAREDA** will release the monthly payment to the Contractor/Service Provider through cheque and the Contractor will make the payment to the worker through Bank Account and will follow all the provisions of the Wages Act, Minimum Wages Act, Provident Fund, ESI, etc. etc. The payment will be made to the workers by the Service Provider in the presence of a representative of HAREDA. However the Service Provider will be the sole responsible for the payment of wages to the workers in time.
4. The Service Provider will maintain the proper record of wages and leave et. In case the worker is made to work overtime by the Service Provider then the overtime wages have to be paid extra/other than normal wages at double the rate of wages as per Section 14 of the Minimum Wages Act, 1948 by the Service Provider.
5. The Service Provider will provide a copy of the registration and code number duly registered with the Provident Fund Office/Department so as to ensure the proper Code Number. The Service Provider must deposit the amount of contribution with the authority regularly every month as per the provision of the Provident Fund Act and a copy of the deposit and the corresponding list must be provided to this office every month for record. The half yearly return in form 3-A and annual return in form 6A must also be provided to this office. The non deposit of the deducted amount with the authority will entitle the criminal liability under the law.
6. The Service Provider will deposit the ESI contribution with the authorities regularly every month and a copy of the same alongwith the corresponding list will be supplied by the Service Provider. The non deposit of the deducted amount with the authority will entitle the criminal liability under the law.

## **Checklist.**

### **Document to be submitted with Technical Bid.**

1. Proof of cost of Tender document
2. Earnest Money Deposit (clause: 03)
3. Technical Bid (Annexure-I)
4. Document showing turnover during last 3 years i.e. 2015-16, 2016-17 and 2017-18 (Clause: 13-B (iii). (Annexure-II)
5. Covering Letter (as per Annexure-II)
6. Copy of Registration Certificate (Clause :13-A (i & ii)
7. Solvency Certificate as Clause: 13-B (iv).
8. Photo copy of PAN Card and Service Tax Registration No.
9. Experience certificate of providing annual housekeeping services for last 3 years ending 31-03-2018 to Govt./Semi Govt. /PSU as required under Clause 13 (B) (i). The bidder shall submit any of the following: -
  - (i) One work of at least Rs. 50 Lakhs OR
  - (ii) Two works of at least Rs. 25.00 Lakhs each OR
  - (iii) Three works of at least Rs. 17.00 Lakhs each.
10. Copies of work order(s) and respective completion certificate(s) as per the requirement of clause: 12-B (i). The documents of not more than 3 works should be attached.
11. Undertaking regarding Black Listing etc (Clause: 12-B (ii).
12. List of employees having minimum experience of 2 years for supervisory work
13. Authorization letter in the name of official submitting the bid.
14. A copy of Tender Document duly signed with seal as a token of acceptance of terms & conditions

(Signature of the Contractors)