

TENDER Document

**Haryana Institute of Public Administration,
Plot No. 76, Sector-18,
Gurugram**

Sr. No.	Name of Work	Tender Document Fee + e-Service Fee	EMD Fee	Approx. Value of the Items	Start date and time	Closing date and time
1	Man Power supply	Rs.200+Rs.1000= Rs. 1200/-	Rs.15000/-	Approx 300000	04.04.2018 12:00 Hrs.	20.04.2018 15:00 Hrs.

The Bidders can download the tender documents from the Portal: <https://haryanaeprocurement.Gov.in>. The payment for Tender Document Fee and eservice Fee shall 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. Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of Rs. 1000/- e services and Tender document fee in due course of time i.e. between 09.03.2018 up to 26.03.2018. In case the intended bidder fails to pay EMD fee under the stipulated time frame, he/she shall not be allowed to submit bids for the respective event/Tenders.

3. The interested bidders must remit the funds at least T+1 working day (Transaction+One Day) in advance i.e. on or before 20.04.2018 and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily e-Service fee (tender document fee-Non refundable) of Rs. 1000/- (Rupee One thousand Only) online by using the service of secure electronic gateway. The secure electronic

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

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

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

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Closing date and time
1	-	Tender Document Download and Bid Preparation	04.04.2018 12.00 Hrs	20.04.2018 15.00 Hrs

Important Note:

- 1) 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 stipulate online time schedule for this stage, his/her bid status will be considered as '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 '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.
- 4) The bidder must have two years requisite experience in the man power supply field in private or Government Institutes.

Instructions to bidder on Electronic Tendering System

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

1. Registration of bidders on 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>. 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 self-attested. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website-<https://haryanaeprocurement.gov.in>. or contact at the following:-

M/s Nextenders (India) Pvt. Ltd.

O/o DS&D Haryana,
SCO-09, IInd Floor,
Sector-16,
Panchkula-134108

E-mail: Chandigarh@nextenders.com

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

2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.4 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 Information Technology Act 2000. Unless or until 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.

2.5 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.

2.6 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. Online Viewing of Detailed Notice Inviting Tenders:

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

4. Download of Tender Documents:

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

5. 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 as defined in the online Notice Inviting Tenders.

6. Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, e-Service fee, EMD fees.

6.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender

Document Fee and eService Fee 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.

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 relate to manual payment submission at single portal e-Procurement system, under Technical Envelope of the respective tenders.

6.2 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 Financial bid format.

Important Note:

- (A) **Bidders participating in online tender shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://haryanaeprocurement.gov.in>**
- (B) **For help manual please refer to the “Home Page” of the eProcurement website at <http://haryanaeprocurement.gov.in> and click on the available link ‘How to...?’ to download the file.**

Tender Document for providing outsourcing services to the office HIPA

PART-I

Technical BID

(ELIGIBILITYPARAMETER)

1.	Name of the Organization/Firm applying for providing outsourcing services	
2.	Postal Address	
3.	Telephone/Fax/Mobile No. of the Organization/Firm.	
4.	Status of the Organization/Firm (Whether Private or Public Sector undertaking or Sole Proprietor or Partnership or Cooperative Society etc)/ The tender should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
5.	Name of person to be contacted.	
6.	Whether the tenderers possesses the requisite experience, if yes, give details Separate sheet be attached, if needed.	
7.	Particulars of Licence obtained from Labour/Home Department of the State/UT (attested copy of the document to be attached).	
8.	Details of PAN/TAN No. obtained	
9.	The details of Service Tax No. allotted to organization/firm. (Copy of document to be attached).	
10.	Details to be attached).	

11.	Financial resources, assets in terms of tenderer's property. (Moveable and Immovable) held on the date of submission of tender (Latest audited copy of balance sheet is also be to attached).	
12.	Details of earnest money deposit.	

PART-II**Financial Bid**

Rates to be quoted for various Activities including Wages, EPF, ESI, Service Tax, Administrative charges etc.

Sr. No	Name of the post (List of all staff)	Minimum No. of persons to be deployed	Minimum fixed wages or DC rates applicable whichever is higher	EPF	ESI	Service Charge	Any other applicable charges	TOTAL
1	Legal Assistant	01						
2	Carpenter	01						
3	Sweeper	07						
4	Data Entry operator	06						
5	Accountant	01						
6	Caretaker	01						
7	Receptionist	03						
8	Driver (DTC, Pkl. Hisar & Rohtak)	01						
9	Helper	04						
10	Chowkidar	01						
11	Dhobi	01						
12	Clerk	02						
13	Peon (DTC, Rohtak)	01						
14	Teacher (DTC, Pkl. Hisar & Rohtak)	10						
19.	Legal Assistant	01						
20.	Carpenter	01						
21	Sweeper	07						
22	Data Entry operator	06						
23	Accountant	01						
24.	Any other as per exigencies							

Note:

- (i) The tenderer should visit the site before filling the tender so that he could

assess the requirement of the manpower.

- (ii) No. of posts may be vary as per requirement of Office,HIPA.
- (iii) Manpower may be posted for HIPA, Gurugram, Divisional Training centre at Panchkula,Hissar,Rohtak,
- (iv) The rates quoted above shall remain valid for one year and no enhancement whatsoever shall be claimed by the tenderer.
- (v) Leave reserver for weekly rest and other holidays/National holidays shall be provided by the Service Provider and no extra charges will be paid by HIPA.
- (vi) The selected agency will have to sign a service agreement in the given format within seven days from the date of the receipt of work order.

- (v) Minimum fixed wages or DC rates whichever is higher will be applicable.

TERMS AND CONDITIONS REGARDING OUTSOURCED THE SERVICES/ACTIVITIES

1. The service provider shall operate and provide services to the Department at its various sites as and when required.
2. The regularity of the performance of the service will be the essence and shall form a central factor. The service provider shall ensure and take all possible steps to ensure to maintain its performance as determined by the Department from time to time.
3. If the Department Notices that the personnel of the service provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
4. If any of the personnel of the service Provider indulges in theft, negligence or any illegal/irregular activities, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
5. The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations.
6. All Pay payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961 or other Act.
7. The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under the terms and conditions 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/DC Rates as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) or the DC rates whichever is higher 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.
8. 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 10th day of every calendar month. The Service Provider shall ensure that payment to his employees is made

by 7th day of every calendar month.

9. a) The Service Provider shall issue identity cards in its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly uniformed provided by Service Provider.
- b) The Department shall always have the right and liberty to do surprise inspection at its sites.
- (c) The service 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 Department 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 Department. Department 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 Department be liable for any claim(s) whatsoever, of any such person(s).
10. The Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department. 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. Department 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.
11. 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.
12. The Service Provider shall at its own expenses make good any loss or damage suffered by the Department 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 Department or otherwise.

13. The Service Provider shall at all times Indemnify and keep indemnified the Department 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 Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made 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 Department shall be as provided hereinbefore.
14. The Service Provider shall at all times indemnify and keep indemnified the Department 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 Department's premises or before and after that.
15. That the Service Provider has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations with the satisfaction of the Government.
16. The Service Provider has complied with and obtained necessary permissions/license/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations.
17. The Service provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under the agreement in the manner specified by the Department.
18. The Service Provider shall forthwith upon being required by the Department,

allow Department 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 Department 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 Department. However, upon discovery of any discrepancies of under payment the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.

19. The contractor shall not sublet the work.
20. The above services/persons are required under Part-I outsourcing policy of Government of Haryana No. 16/07/2015-IGS II dated 06.05.2015.

(A) Nature and Scope of work to be outsourced

Sr. No.	Name of the post	Minimum No. of persons to be deployed	Job Requirement
1.	Legal Assistant	01	i. Law degree ii. Two years experience in legal firms/with Advocate.
2.	Carpenter	01	i. With the qualification of 10 th pass. ii. Knowledge of Carpenter work.
3.	Sweeper	07	i. Has passed V class or Higher qualification will be preferred. ii. Should possess the knowledge of Hindi.
4.	Data Entry operator	06	i. 12 th 1 st division /Graduate from recognized University or equivalent. ii. Knowledge of Hindi up to Matric standard. iii. Six months diploma in computer from recognized Institute.
5.	Accountant	01	i. B.Com from recognized university ii. Knowledge of Hindi up to Matric Standard
6.	Caretaker-cum-Helper	01	i. With the qualification of 8 th pass and one year experience
7.	Receptionist	03	i. Should be graduate with pleasant personality having a good skills in Hindi and English speaking. ii. Six months diploma in computer from recognized Institute. iii. Should be of helpful nature with ability to learn and able to handle clients. iv. Candidate will have to undergo the psychometry and personality test and computer test.
8.	Driver (DTC, Pkl. Hisar & Rohtak)	01	i. Matric ii. Should be able to read and write Hindi and English. iii. Must be possessing a valid licence to drive heavy vehicle.
9.	Helper	04	i. Has passed X class or higher qualification will be preferred. ii. One year experience of working in an office.
10.	Chowkidar	01	i. Has passed Vth class or higher qualification will be preferred.
11.	Dhobi	01	i. Two years experience in Dhobi work.

12.	Clerk	02	<ul style="list-style-type: none"> i. 12th 1st Division/Graduate from recognized University or equivalent. ii. Knowledge of Hindi up to Matric standard. iii. Six months diploma in computer from recognized Institute.
13.	Peon (DTC, Rohtak)	01	<ul style="list-style-type: none"> i. Should possess the knowledge of Hindi. ii. Has passed X class or higher qualification will be preferred. iii. One year experience of working in an office.
14.	Teacher (DTC, Pkl. Hisar & Rohtak) – (10 Nos.)		
i.	Math Teacher	10	i. Retired Maths Master (TGT) from Haryana Govt. or recognized school with at least 10 years service as Math Master
ii.	Computer Teacher		<ul style="list-style-type: none"> i. B.Tech.(Computer Science or IT) or MCA with 60% Marks, on regular basis. ii. Matric with Hindi or Sanskrit.
iii.	Revenue Teacher		i. Retired Naib Tehsildar/Kanungo having 10 years service as Naib Tehsildar/Kanungo or bout in Revenue Department.
iv.	Urdu Teacher		i. Retired Urdu Master (TGT) with at least 10 years service as Urdu Master.

(B) TERMS & CONDITIONS

1. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or submitted without the earnest money deposit will be summarily rejected.
2. In case the date of opening of a tender is declared as a holiday the tender shall be received/opened on the next following day at the same time.
3. The Agency will have to deposit security to the tune of Rs. 1 Lac as Demand Draft in favor of the Director General, Haryana Institute of Public Administration, Gurgaon.
4. It will be the responsibility of the service provider that the manpower provided should be having a working knowledge and experience and qualification of the respective job.
5. The manpower to be provided by the agency shall always remain the employee of the agency for all intends and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law.
6. All the persons engaged by the service agency/provider should be healthy, physically fit and free from communicable diseases. The agency should quote the consolidated lump sum rates per month in respect of staff deputed in the

Department including wages and other statutory liabilities and benefits such as PF, ESI, etc. payable to the employees under Labour/Minimum Wage Act.

7. The service provider shall be responsible for the attendance of his staff in the Department. In case of any staff of the agency remains absent or granted leave by them, they will sent/arrange his/her substitute otherwise a penalty of Rs. 100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the agency.
8. In case of inability of personnel deputed to the job in this Department the same will be got done from the market at the cost of service provider and amount will be deducted from the bill presented in the Department.
9. In case the contractor discontinues the contract before the expiry of the period his security shall be forfeited.
10. The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, parentage, residential address, date of birth, academic qualification previous experience etc. along with a photograph of the person.
11. The antecedents of the personnel deployed by the service provider should be credible and above board.
12. The Director General, Haryana Institute of Public Administration, Gurgaon will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Director General, HIPA, Gurgaon to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Department.
13. That the agency shall not sub let the contract to any other concern/individual.
14. The Agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act or the DC rates whichever is higher and disburse the wages in the premises of respective complex in the presence of person authorized by the Department on or before the 10th each month. The PF/ESI contribution will be released after seeing the statement that the agency have deposited its part of the contribution in advance.
15. The Agency will be responsible for the payment of statutory liabilities such as PF/ESI and other charges etc, if any, in respect of persons deputed in the Department and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill.
16. The service agreement will be for a period of one year from the date of taking over the charge of work. The Department may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions.

Besides this, the services of the service provider can be taken for other complexes on the same rates and terms & conditions for a particular activity.

17. Income tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross Amount) of the Agency.
18. The Agency will have to deposit earnest money of Rs. 15,000/- with the tender in favour of Director General, Haryana Institute of Public Administration, Gurgaon in shape of pay order/demand draft payable at Gurgaon.
19. The agency awarded annual contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement. No cash will be accepted
20. The agency will be responsible for obtaining a licence/renewing the licence as the case may be, from the Licencing Authority under the Contract Labour (Regulation and Abolition) Act 1970 and the Department shall not be responsible for any damage/losses on this account.
21. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
22. The Director General, HIPA, Gurgaon reserves the right to terminate this contract at any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
23. Bidder can terminate this agreement by giving three month's written notice to the HIPA with assigning reason. However, the Department shall give only a 24 hours notice of termination of this agreement to the Service Provide 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.
24. If Service Provider commits breach of any covenant or any clause of this agreement, Department 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 Department for losses or damages on account of such breach.
25. The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, file for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
26. That in case of any dispute with regards to the service agreement, the same shall be subject to decision of the Director General, HIPA, Gurgaon whose decision shall be final and binding on both the parties.
27. This agreement shall be valid for one year subject to renewal for another one year on satisfactory service addressed by HIPA.
28. HIPA reserves the right to increase/decrease the number of outsourced staff in above categories depending upon its functional required.

29. Reimbursement of bill to the contractor will be made upon submission of pre-receipted bill along with the attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF challan for submission of EPF contribution for each month, through RTGS/NEFT etc.
30. the contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the HIPA from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws.
31. The manpower deployed to this office by the contracting agency will be adjudged for their suitability for this work.
32. The personnel provided shall be under control and supervision of the contractor/agency. They will be bound by office timings, duty, placement, locations/Rules etc., as decided by the HIPA.
33. the contractor/agency shall make payment of remuneration/wages to its personnel before 7th of every month by RTGS/ECS directly in the Bank Accounts of the deployed Personnel. After making the payment, the contractor shall raise the bill to HIPA for payment of the settled amount. They will submit to the HIPA a copy of the Bank Statement showing detail of payment made in the Bank Accounts of the personnel along with vouchers duly signed by the workers for each month along with copy of challan for submission of EPF and ESI contribution.
34. the contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
35. In case of Tie amongst vendors at the lowest rates, EoI will be awarded to the party having experience/large turnover in the last financial year i.e. 2016-2017 or draw .Past performance would taken into consideration also.
36. the services provider shall have to abide by all terms and conditions as mentioned in the policy of outsourcing issued by CS vide No. 43/5/2001IGSI dated 16.02.2009 and 16.07.2015-1GSII dated 06.04.2015 and will have to execute service agreement as per policy.

LIQUIDATED DAMAGES CLAUSES:

1. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.
2. Penalty of Rs. 500/- per person per day will be levied at the contractor if any worker found in intoxicated situation. Contractor is liable to change the worker within one hour as soon as the mater comes to his

knowledge.

LEGAL OBLIGATIONS:

1. All manpower employed by service provider shall be engaged by him as his own employees in all respect i.e. expressed or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the Service Provider. The Service Provider shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-
 - a. The Contract Labour (Regulation & Abolition) Act, 1970.
 - b. The Contract Labour (Regulation & Abolition) Central Rules, 1971.
 - c. The Minimum Wages Act, 1948.
 - d. The payment of Wages Act, 1936.
 - e. The Manpower's Compensation Act, 1923.
 - f. The employees' Provident Funds and Misc. Provisions Act, 1952.
 - g. The ESI Act, 1948.
 - h. The Payment of bonus Act, 1965.
 - i. The Payment of Gratuity Act, 1976 etc..

Service provider shall abide by provisions of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the manpower employed by the service provider shall be sole responsibility of the Service Provider. If penalized for non-compliance of any of the legal requirements, the Service Provider shall be responsible for the same and deal with them at its own level and costs, in no way putting and liability on the HIPA.

2. Service provider shall fully indemnify HIPA against all the payments, claims and liabilities whatsoever, incidental arising out of or for compliance with or enforcement of the provisions of any of the Laws/acts in relation to the Contract.
3. The contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/State Rules as modified from time to time are applicable to this contract. The Service Provider shall comply with these and take steps for getting the agreement registered under the Act. He shall also indemnify HIPA from and against any claims under the aforesaid Act and the Rules.
4. The service provider shall also ensure that no manpower below the age of 18 years is employed by him for the above mentioned jobs.
5. The service provider will deposit the tax (service tax etc.) with concerned authority as applicable and submit the documentary proof of the same to HIPA.

6. The service provider shall ensure that the payment of wages is made to the manpower employed by him after necessary deductions like TDS, PF, ESI etc. and the requisite documents are provided along with the bills. Further the amount shall be made by cheque/ECS. Issuance of PF, ESI cards, etc. is the responsibilities of the service provider. No cash payments shall be made to any of the manpower employed through him.
7. HIPA shall have the right to check and call documents for the implementation of labour welfare laws and rules.
8. All the services employed by Service Provider shall be considered as employees of the Service Provider and they shall not make any claim in respect of employment and or other service benefits from the HIPA in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the service provider and the manpower shall be entirely the dispute between them only. The HIPA shall not in any manner be a party to it. The Service Provider will take necessary steps for redressal of such disputes and shall be solely responsible for the outcome.

PAYMENT TERMS:

1. The service provider will deposit applicable taxes with concerned authorities as per rates applicable from time to time. All the bills shall invariably be supported by the proof of payment of wages based on attendance and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts. All documents and bills shall bear sign and stamp of firm. Further signature of coordinator appointed to deal with HIPA shall also be provided.

UNDERTAKING:

- I/We certify that I/We have read the terms and conditions of the tender as well as the provisions as mentioned in the service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages/DC rates whichever is hired as fixed or prescribed under the minimum wages, Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc to his employee. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of wages act, 1936, Minimum Wages Act, 1948 Contract Labour (Regulation and Abolition) Act. 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT

Contract Labour/(R&A) Rules, 1974, EPPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed be me/us

Certified that I./We have read over the tender documents containing the nature and scope of work, terms & conditions and the Draft of Service Agreement and have understood the contents.

I/We undertake to abide the terms and conditions as laid down in the tender document and the service agreement in case the work order is allotted to me/us in near future.

Signature