

**NIT NO: 3/ETC/2019**  
**TENDER DOCUMENT**  
**FOR**  
**OUTSOURCING OF SKILLED**  
**MANPOWER**  
**UNDER EXCISE & TAXATION DEPARTMENT,**  
**HARYANA, PANCHKULA**  
**FOR FY 2019-20**

## **EXCISE & TAXATION DEPARTMENT, HARYANA**

EXCISE & TAXATION DEPARTMENT, HARYANA

Plot No.-1-3, Sector-5, Panchkula-134109

Phone No.0172-2590933 Email: hoharyanatax@gmail.com

### **SHORT E-TENDER NOTICE-03/ETC/2019**

E-tender are invited for below mentioned work of Excise & Taxation Department, Haryana Sector-5 Panchkula in two bids systems i.e. Technical Bid and Financial Bid for the period of one year. The schedule of downloading of tender document & bid submission is given as under :-

<b>Sr. No</b>	<b>Particulars</b>	<b>Remarks</b>
1	Scope of Work	Providing Manpower for Transport Services at Excise & Taxation Department, Haryana Sector-5 Panchkula, as per schedule-1 appended to the tender document
2	Security	Security in the shape of Bank Guarantee worth Rs.6 lacs i.e. approximately 10% of annual tender value to be deposited by the successful bidder within 15 days of issuance of letter of award
3	EMD to be deposited by the bidder	Rs.1.20 Lacs (i.e. approximately 2% of the annual tender value)
4	Tender Document Fee & eService Fee (Rs.)	Rs.1000 Online fee + Rs.2000 tender fee
5	Approx Value	Rs.5 lacs per month (Rs. 60 lacs per annum)
6	Start date and time of online bid preparation and bid submission	13.09.2019 (09:00 AM Onward)
7	Pre Bid Meeting	30.09.2019 at 11:00 AM
8	Last Date & Time of Bid Submission	24.10.2019 (upto 04:00 PM)
9	Date and time of Opening of Online Technical Bid	25.10.2019 at 11:00 AM

The Tender document containing eligibility criteria and other terms & conditions is available at <https://etenders.hry.nic.in> or [haryanatax.gov.in](https://haryanatax.gov.in). All bidders are required to get registered on e-tendering portal <https://etenders.hry.nic.in> for applying of on-line e-tender. Technical & Financial bid will be opened on next working day in the office of Excise & Taxation Commissioner, Haryana. Excise & Taxation Commissioner, Haryana reserves the right to accept or reject any or all the tender without assigning any reason thereof.

Dated :-

**Excise & Taxation Commissioner, Haryana**  
**Plot No.-1-3, Sector-5, Panchkula-134109**

## EXCISE & TAXATION DEPARTMENT, HARYANA

### INSTRUCTIONS TO BIDDER ON e-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://etenders.hry.nic.in> The bidders are also required to have/ obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

#### **2. Download of Tender Documents:**

The bidders can view and download 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 <https://etenders.hry.nic.in>

#### **3. Pre-requisites for online bidding:**

In order to bid online on the portal <https://etenders.hry.nic.in> , the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the e-tendering Portal.

#### **4. Key Dates:**

The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).

- 5 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee(Rs2000/-), eService fee (Rs1000/-), EMD fees(Rs1.20- lacs) .

#### **5.1 The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:**

Following payments are to be made by the bidder online through e - procurement portal.

- a) Tender document fee of Rs.2000/- and e-service charges of Rs.1000/-(Total Rs.3000).
- b) Earnest Money Deposit (EMD). Rs.1.20 Lacs/-.

The secure electronic payments gateway is an online interface between contractors and authorization networks.

The Interested bidder must submit the funds at least transaction + 1 day (t+1) in advance to the last date of respective tenders and make the payment via RTGS/ NEFT/ OTC to the beneficiary account no. as mentioned in the Challan.

- 5.2 The bidders shall upload their technical offer **having** qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions **along with all documents** except the rates (price bid). The bidder to ensure that uploaded documents must be properly numbered and indexed.

The bidders shall quote the prices in price bid format in a specified template.

- 5.3 Submission of bids will be preceded by submission of the digitally signed & sealed bid as stated in the time schedule (Key Dates) of the Tender.

NOTE: -

1. Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal **http:** <https://etenders.hry.nic.in>
2. For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'System Requirement' to download the file. Help manual is available on 'Home Page' of the **http:** <https://etenders.hry.nic.in>

## **GENERAL INSTRUCTIONS TO TENDERERS**

The following instructions must be carefully observed by all bidders. Bids/Tenders not strictly in accordance with instructions will be liable to rejection.

1	The Tender must be on the prescribed tender form and complete in all respects.
2	The bidder must write complete details i.e. Name, Address, Active E-mail ID, Mobile No., Landline No. etc. in the tender.
3	The bidders shall upload their technical offer containing documents, qualifying requirements, and all other terms and conditions except the rates (price bid) in Technical template. The bidders shall quote the prices in price bid format in a commercial template.
4	The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
5	The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
6	All Tenders/Offer will be regarded as constituting as offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the Notice Inviting Tenders or as indicated by the tenderer in the tender/offer, whichever be later.
7	The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
8	Tenderer should specifically mention the period of validity of tender/offer. The validity of the quotation/ <b>bid</b> should not be less than the period as specified in Notice Inviting Tender/Tender Document.
9	The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below: Following payments are to be made by the bidder online through e-procurement portal:- a) Tender document fee of Rs. 2000/- and e-service charges of Rs1000/- (Total Rs. 3000/-).
10	The Bank Charges, if any, will be to the account of the tenderer.
11	No interest shall be paid by the Department on Earnest Money.
12	The purchaser reserves the right to reject to any or all tenders received without assigning any reasons.
13	The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender documents.

14	The tenders/ quotations should be addressed to the Excise & Taxation Department, Haryana where these shall be opened online on the prescribed date and time indicated in the NIT.
15	Only such tender shall be considered <b>as</b> valid tender where the <b>bidder</b> has in accordance with the above instructions remitted the requisite amount of earnest money.
16	Tenders not submitted on prescribed form will be liable to be rejected.
17	The post tender offers or communications received from the suppliers/contractors etc. which effect the quoted and equivalent rates there by changing the merit position of the tenders shall not be entertained.
18	The purchase/ contract will come into existence on the day the purchaser posts acceptance to the supplier offer through post or e-mail. The date of posting the letter/ e-mail will be the date of agreement and the contractual obligation of the service provider will commence from that very date. The supplier will have no right to revoke his offer after the purchaser has posted/ emailed his acceptance in the aforesaid manner.
19	In the event of a firm not favoring the delivery commitment of the previous contracts this fact will weight against the firm tendering against a subsequent enquiry and be treated as disability. Before issue of the letter of Intent/ Award of placing the order, the previous order should be fully discharged or a reliable under taking should be given that it would be done within a reasonable period and within a scope of the previous contracts, if the firm decline to give this undertaking it would be considered ineligible for competing against any subsequent or and the order would automatically pass on the next lower firm.

Signature of Bidder

Complete Address (Rubber Stamp)

## **EXCISE & TAXATION DEPARTMENT, HARYANA**

### **NOTICE INVITING TENDER NO: 3/ETC/2019**

E-tenders are invited by the undersigned on behalf of Excise & Taxation Department, Haryana from the Private Limited or Public Limited Companies/ Labour Cooperative Societies/ Firms having License from Labour commissioner, Haryana for the supply of manpower for transport service having the requisite Education Qualification and experience under the charge of **Excise & Taxation Commissioner, Haryana for a period of one year** extendable for another year at the sole discretion of the Department or upto the date on which a regular incumbent is posted, whichever is earlier, in accordance with the **out sourcing policy, Part-I, of Haryana Govt. notification no. 43/5/2001-3GSII dated 16.02.2009** including prevailing reservation policy as per instructions issued by Haryana Govt./Excise & Taxation Department, Haryana time to time. However the manpower to be outsourced may increase or decrease at any time without any notice.

**Detailed qualifications, experience and remunerations****Section-1**

Sr. No.	Name of the post	Qualification required	Total No. of person required	Wages per month	Nature of duty.
1	Drivers	10 <sup>th</sup> Pass/Matric with good health and physically fit having a valid driving license of LTV/LMV	19	As per DC Rate	Duty of driver

Excise & Taxation Commissioner  
Haryana Panchkula

**Note: -**

1. Earnest money of Rs1.20. Lacs shall be deposited via RTGS/NEFT/OTC through online portal as per conditions mentioned in the bidding document.:-
2. The Tender document & e-service charges of Rs.3000- (Rs./- cost of tender document + Rs. 3000/- e-service charges) are to be paid online through e-procurement portal & the tender documents are available on the website [www.haryanatax.gov.in](http://www.haryanatax.gov.in) and [etenders.hry.nic.in](http://etenders.hry.nic.in). The detailed terms and conditions can be seen in the tender documents.
3. The bidder should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner.
4. The bidder should provide the following breakup of the lump sum amount specified there in each component of the cost along with its quantum on basis of calculation.
  - a. Wages rates (Category Wise) – As per District Commissioner orders circulated from time to time.
  - b. Statutory liability of the contractor as per law for the time being in force (including employer share) such as EPF, ESI etc. if any.
  - c. Premium on Wages rates.
  - d. GST as per law for the time being in force, if any.
  - e. Deduction of taxes at source as per Law for the time being in force.
  - f. Any other component.
  - g. Aggregate of all.
5. The bidder should provide PAN (Permanent account no.) & **GST no.** issued by concerned authority.
6. The successful bidder has to submit the Bank Guarantee equivalent to Rs.6 lacs.
7. **Excise & Taxation Commissioner, Haryana** reserve the right to reject any or all the tenders received without assigning any reason.

**Sd/-  
Excise & Taxation Commissioner,  
Haryana .**

## **CONDITIONS OF CONTRACT**

### **1. Definitions and Interpretations**

#### **1.1 Definitions**

In the contract (as herein after defined), the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 "Commencement Date" means the date of signing of contract.
- 1.1.2 "Conditions" means Conditions of Contract.
- 1.1.3 "Contract" means agreement between the Employer and the Service Provider for the deployment of skilled/ unskilled man power incorporating conditions, Service Provider's price and other completed schedule, bid, Letter of Award and such further documents as may be expressly incorporated in the letter of award.
- 1.1.4 "Contract Agreement" means the document recording the terms of the contract between the Employer and the Service Provider.
- 1.1.5 "Contract Price" means the sum stated in the letter of Award as payable to the Service Provider for execution and commissioning of the works and adjusted, after optimization, on the basis provided in the contract. It shall be the sum total of the entire amount entered by the Service Provider in the schedule of prices.
- 1.1.6 "Service Provider" means the person who's Bid has been accepted by the Employer.
- 1.1.7 "Service Provider Risk" means the risk defined in pursuant with corresponding clause.
- 1.1.8 "Employer/ Owner" means the Excise & Taxation Commissioner, Haryana.
- 1.1.9 "Force Majeure" has the meaning assigned to it under in pursuant with corresponding clause.
- 1.1.10 "Gross Misconduct" means any act or omission of the Service Provider in violation of the most elementary rules of diligence, which a conscientious Service Provider in the same position and under the same circumstances would have followed.
- 1.1.11 "Letter of Award"/WORKS ORDER means the formal award by the Employer of the bid incorporating any adjustments or variations to the bid agreed between the Employer and the Service Provider.

- 1.1.12 "Performance Security" means the security to be provided by the Service Provider in pursuant with corresponding clause for the due performance of the contract.
- 1.1.13 "Site" means the place or places, where service is to be provided by the Service Provider .
- 1.1.14 "Sub- Service Provider" means any person (other than the Service Provider) named in the contract for any part of the works or any person to whom any part of the contract has been subcontracted with the consent of the Employer and the Sub-Service Provider's legal successors in title but not any assignee of the Sub-Service Provider.
- 1.1.15 "Performance Certificate" means the certificate to be given by the Employer to the Service Provider In pursuant with corresponding clause.
- 1.1.16 "Bid" means the Service Provider's priced offer to the Employer for the execution of the works.
- 1.1.17 "Government" means the Government of Haryana.
- 1.1.18 "Other Service Provider" means any party or parties having a direct contract with the Employer for the work outside the scope of this contract and shall include any sub Service Provider of this "other Service Provider."
- 1.1.19 "Commissioner" shall mean the Excise & Taxation Commissioner, Haryana to act as "Empowered Officer", from time to time for the purpose of the contract.

## **1.2 Written Communication:-**

Wherever in the contract provision is made for communication to be "Written" or "in writing" this means any hand-written, type written or printed communication including telex, cable and facsimile transmission.

## **1.3 Periods.**

In these conditions "day" means calendar day, however, "working day" as used therein means all calendar days excluding Sunday and all legal holidays within India "Month and Year" and all dates shall be reckoned according to the Gregorian calendar.

## **2.0 Assignment**

- 2.1 The Service Provider shall not assign the contract or any part of his obligations under the contract.

### **3.0 Contract Documents**

#### **3.1 Ruling Language**

Where versions of the contract are prepared in different languages, the English version shall prevail.

#### **3.2 Day to Day communications**

The day to day communications shall be in English or Hindi language.

### **4. Obligations of the Service Provider**

- i. The Service Provider shall, in accordance with the contract, with due care and diligence, shall supply the human resource as per the requirement of the Department.
- ii. The Service Provider shall be deemed to have carefully examined the bidding documents, the site and the existing installations, as applicable, and to have satisfied himself as to the nature and character of the work on which human resource to be deployed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details.
- iii. Proper record of the engaged worker data base will be maintained by the service provider which may be submitted to the Excise & Taxation Commissioner, Haryana on demand.
- iv. The service provider should be a license holder under the contract regulation and abolition Act,1970 and will abide by all the applicable labour laws for example Payment of Wages Act, Engaged workers Provident fund Act, ESI etc. He will submit a monthly dossier with regard compliance of all statutory compliances as per the format enclosed along with documentary evidences of such compliances.
- v. The shifting of the man power deployed by the service provider will be done after taking the Circle Superintending Engineers into confidence and for valid reasons to be recorded in writing.
- vi. The service provider will ensure that a strict discipline is observed by the staff deployed on the sites of the Excise & Taxation Commissioner, Haryana. However in case of unsatisfactory conduct and non-observance of discipline by any staff deployed by Service Provider, Excise & Taxation Commissioner, Haryana reserve the right to ask for immediate replacement of such an engaged worker.

- vii. The service provider will ensure that the persons deployed on Excise & Taxation Commissioner, Haryana establishments/ sites have undergone adequate job training so that they can work with efficiency and chances of accident are avoided.
- viii. Any liability arising because of deployment of skilled labour by the service provider due to the act of the service provider himself or due to the act of the staff deployed will be borne by the service provider.
- ix. It should be noted that charging of any kind of "training fee/recruitment fee" etc. shall be considered a malpractice and strict action shall be taken against the service providing agencies found engaging in such malpractice.

## **5. Contract Agreement**

The Service Provider will have to execute a contract agreement with the Excise & Taxation Commissioner, Haryana on prescribed Performa (Annexure-III) on N.J.S.P. worth Rs. 100/-.

## **6. Performance Guarantee**

6.1 The Service Provider shall furnish contract performance guarantee (s) for the proper fulfillment of the contract in the prescribed form within 15 days of "work order". The performance guarantee (s) shall be in the following manner.

6.2 Performance Guarantee by way of Bank Guarantee equivalent to Rs.6 Lacs and all other components quoted in the bid document except premium of the number of persons deployed valid for 15 months from the date of award of contract shall be furnished by the successful bidder immediately after the placement of order. No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider. On the receipt report of DDO or on receipt of complaint, Department, shall be the authorized person to get the B.G. en-cashed in the case of following defaults made by the Service Provider:

- I.** If the Service Provider fails to submit Pay rolls by 3<sup>rd</sup> of every month to concerned DDO with a copy to respective office incharge for verification to enable him submission to DDO by 7<sup>th</sup> of that month.
- II.** If Service Provider has been found indulging in malpractices/ **corrupt & fraudulent practices.**
- III.** If Service Provider fails to discharge statutory obligations of relevant provisions of the various Acts/**rules/regulations** and Notifications issued by Govt. of India and Govt. of Haryana **time to**

**time** and of the contract.

- IV. If the Service Provider fails to deposit by 7<sup>th</sup> of every month the obligatory contribution of ESI, EPF, GST and other statutory fund in the name of the concerned workers who have been engaged.
  - V. If the Service Provider violates the Tripartite Agreement executed between Excise & Taxation Commissioner, Service Provider and the Bank.
  - VI. The Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen **deployed** by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.
- 6.3 The form of the performance Guarantee shall be as provided in (Annexure-IV) of this bidding document. In the event of any change in the contract price, the performance security shall be adjusted provided that such adjustment shall be subject to the approval of the Employer.
- 6.4 Further, penalty @0.35% per week or part thereof subject maximum 2% of the value of BG if Bank Guarantee not submitted within 15 days from the date of issue of Contract/agreement.
- 6.5 If the Bank Guarantee not submitted within 45 days from the date of issue of Contract/agreement, the employer/Department reserves the right to cancel the Contract/agreement and initiate the action for allotment to L-2 Firm at L-1 rate or below.

However, before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.

## **7. Period of Validity**

The performance security shall be valid until the Service Provider has successfully executed the work orders in accordance with the contract and has also discharged all statutory obligations of the contract and has also submitted the proof/ certifications thereof issued by respective departments in respect of claims made by Service Provider.

## **8.1 Sufficiency of Contract Price**

The Service Provider shall be deemed to have satisfied himself of and taken account of in his bid, all the conditions and circumstances of supplying human resource, contributions

toward statutory obligations of EPF, ESI, Insurance, Maternity benefits, GST, duties, income tax etc. affecting the contract price specifically.

- a. Wages as per DC rates approved by Government of Haryana and circulated from time to time.
- b. Statutory liabilities of the Service Provider as per laws for the time being in force (including engaged workers share).
- c. Premium on govt. approved rates as per 'a' above.
- d. Deduction of taxes at source as per laws for the time being in force.
- e. Any other component.

## **9. TERMS OF PAYMENT**

The payment to the Service Provider for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein.

- a. The service provider will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed in Excise & Taxation Department, Haryana in the manner agreed upon between the parties. All the dues of the engaged workers will be liquidated in the following manner: -
  - b. The Service Provider shall submit monthly payroll on the prescribed format attached at Annexure-V on or before by 3<sup>rd</sup> of every month to concerned DDO with a copy to respective office in-charge for verification to enable him reimbursement of payment along with prescribed documents mentioned thereon.
  - c. The payment of wages to the workers shall be made as per detailed format by Service Provider through "ESCROW ACCOUNT" operated under a Tripartite Agreement to be executed between Excise & Taxation Commissioner, Haryana, Service Provider and the Bank.
  - d. The statutory liability like EPF, ESI, GST etc. will be paid directly by the contractor and the same will be re-imbursed after receipt of challans as per law for the time being in force. However, any damages/ penalties/ recovery levied by any other department will be borne by the contractor.
  - e. The DDO would ensure that the payment in respect of EPF, ESI, GST is re-imbursed to the contractor only after getting it authenticated/ verified personally for each and every worker engaged from the online account of the contractor with the concerned agency.

- f. It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through ESCROW ACCOUNT to the stake holders and to the obligatory contribution of ESI, EPF, GST and other statutory fund in the name of the concerned workers who have been engaged.
- g. ESCROW ACCOUNT will be operated division wise and this account will be opened by the successful bidder preferably at divisional head quarter or minimum at respective circle head quarter.

**10. DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Service Provider is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Service Provider regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Service Provider to pay within Forty Five (45) days of the receipt of the corresponding bills and if not paid by the Service Provider within the said period, the owner may then deduct the amount, from any monies due or becoming due by him to the Service Provider under the Contract or may be recovered by actions of Law or otherwise.

**11. Service Provider's Representative**

- i. The Service Provider shall, employ one or more competent representatives to **supervise** the carrying out of the works on site.
- ii. Any instruction or notice which the Employer gives to the Service Provider's representatives shall be deemed to have been given to the Service Provider.

**12. Safety Precautions**

The Service Provider shall ensure that persons deployed by him observe all applicable regulations regarding safety on the site.

**13. Compliance with Statutes, Regulations.**

The Service Provider during the performance of the contract shall give all notices and pay all fees required by the provisions of any statute/ ordinance/regulations/ by-laws of any duly constituted authority.

The contract shall in all respects be construed and interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the contract.

The Service Provider shall keep proper record and time sheets showing the wages paid to

and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

It should be noted that charging of any kind of "training fee/recruitment fee" etc. shall be considered a malpractice and strict action shall be taken against the service providing agencies found engaging in such malpractice.

The contractor will abide by all the conditions regarding policy for engaging/ outsourcing of services of activities as laid down in State Government instructions no. 43/5/2001-3GSII dated 16.02.2009 or as amended/ circulated from time to time.

#### **14. Restriction on Working Hours.**

The Service Provider shall deploy only skilled engaged workers with experience of the particular type or work.. No person below the age of eighteen years shall be deployed. In case the Employer becomes liable to pay any wage or dues to the labour or any Government agency under any of provisions of the minimum wages act/ D.C. rate, **employee** compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Service Provider, the Employer may make such payments and can recover the same from the Service Provider's bills.

#### **15. Damages**

- i. The Service Provider shall make good the defects or damage as soon as practicable and at his own cost to match the original specification to the satisfaction of the Employer in case loss is caused due to negligence of the engaged worker of the service provider.
- ii. In case of any loss to property/vehicles of Excise & Taxation Department, Haryana takes place due to the negligence of contract staff of service provider, the liability to compensate for the loss shall be that of the Service Provider. The Service Provider shall ensure that the contract staff found responsible for loss is withdrawn immediately and suitable replacement is provided. It is made clear that on three such events of negligence the contract can be terminated and the earnest money shall be forfeited. The Service

- iii. Provider is also liable to face black listing if the contract is terminated under this clause.

## **16. Mitigation of loss or Damage**

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

## **19. General**

### **19.1 Termination for Employer's Convenience**

The Employer may at any time terminate the Contract without assigning any reason by giving the Service Provider a 15 days notice of termination.

## **20. Notice of Default**

If the Service Provider is not providing the transport service in accordance with the contract or is neglecting to perform his obligations there under so as seriously to affect the programme for carrying out of the service, the Employer may give notice to the Service Provider requiring him to make good such failure or neglect.

### **20.1 Nature of Service Provider's Default**

If the Service Provider:-

- a) has failed to comply within a reasonable time with a notice in pursuant to corresponding clause or
- b) Assigns the contract or subcontracts the whole of the services.
- c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days notice to the Service Provider, terminate the contract and expel the Service Provider from the services.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the Service Provider under the contract.

The Employer may upon such termination outsource human resource himself or by any other Service Provider **and Performance guarantee/ Bid security deposited shall be forfeited on termination.**

### **20.2 Statutory and other Regulations.**

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from **amendment in law** of the country.

Legislation means any law, order, regulation or by-law having the force of law, which affects the Service Provider in the performance of his obligations under the contract, made after the date of notification of award and its acceptance.

## **21. Notices**

### **21.1 Notice to Service Provider**

All certificates, notices or written order to be given to the Service Provider by the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the Service Provider's principal place or business or such other address as the Service Provider shall notify for that purpose, or may be handed over to the Service Provider's representative.

### **21.2 Notices to Employer**

Any notice to be given to the Employer under these conditions shall be sent by airmail post, cable, telex or facsimile transmission to or left at the respective address notified for that purpose in the letter of award, or handed over to the Employer's representative authorized to receive it.

### **21.3 Minutes of Meetings.**

Instructions or notice to the Service Provider and notice from the Service Provider to the Employer record in a minute or protocol signed by the authorized representative of the given and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the contract.

## **22. Settlement of Disputes**

22.1 Any dispute (s) or difference (s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.

22.2 If any dispute or difference of any kind whatsoever shall arise between the owner and the Service Provider, arising out of the contract for the performance of the services whether during the progress for the services, or after its completion or whether before or after the termination abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Empowered Officer appointed by the owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of

his decision to the owner and the Service Provider.

- 22.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Service Provider who shall proceed with the services with all due diligence, whether he or the owner required arbitration as hereinafter provided or not.
- 22.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 22.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the Service Provider being dissatisfied with any such decision, as the case may be, either party **within 30 days** may require that the matters in dispute be referred to arbitration as hereinafter provided.

## **23. Arbitration**

- 23.1 All matter questions, disputes, differences and/ or claims arising out of and/ or concerning and/ or in connections and/ or in consequences or relating to this contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be appointed by the Excise & Taxation Commissioner, Haryana Panchkula. The award of the Arbitration shall be final and binding on the parties to this contract.
- 23.2 The arbitrator may from time with the consent of parties to the contract enlarge the time for making the Award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such other place as the arbitrator in his discretion may determine.
- 23.3 Subject to aforementioned provisions, of the Arbitration and conciliation Act, 1996 and the Rules there **as amended from time to time**, shall be deemed to apply to the Arbitration proceedings under the clause.

## **24.0 Taxation:**

- 24.1 The Service Provider shall be entirely responsible for payment of all taxes, duties, licence fees etc. incurred until delivery or the contract supplied to the Employer.
- 24.2 The Service Provider shall be solely responsible for the taxes that may be levied on the Service Provider's persons or on earning of any of his engaged worker and shall hold the

Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Service Provider or his person if it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

**25. QUANTITY VARIATION:**

The Empowered Officer of the Employer reserves the right to increase or decrease the man power requirement as per need.

**26 Scrutiny of qualification/Credentials of Staff Provided :-**

The contractor, before **engaging** any personnel under this contract, shall submit the qualification/ experience proof and other credentials to the concerned office in original along with one set of photocopy, which will then be scrutinized by a committee. Only those personnel will be employed by the contractor whose credentials are cleared by the aforementioned committee.

**27 Justification of Premium (Service charges):**

- 27.1 Service charges will be calculated on minimum wages/basic rates. EPF/ESI/Service tax will be as per applicable rates of Govt of Haryana or as amended from time to time by Govt.
- 27.2 Goods & Service Tax (GST) if applicable to be reimbursed after production of relevant Challan  
vide which Goods & Service Tax paid by the service provider.
- 27.3 Service provider some time offers administrative charges/service charge at (Zero) 0% or margin which is practically not possible. Such service providers who offer their service charges (zero) 0%/Margin shall not be given contract and disqualified. Hence, in terms of instructions issued vide Chief Secretary to Govt. of Haryana letter No. 43/5/2001-3GS-II, dated 20.02.2014 that services charges @ 2% or less quoted by the agency for providing manpower may be declined. More than two digits after decimals in the service charges quoted by tenderer will not be considered. Further, provisions/guidelines contained in instructions issued by Govt. of Haryana from time to time on Policy for engaging/outsourcing of services/activities should also be strictly followed.
- 27.4 To work out the feasibility of the tender the rate of TDS will be considered 2% for all the tenderer without considering their status i.e. individual (proprietorship firm), partnership firm, company and society to give equal opportunity to all tenderer.

The contractor shall share user ID and Password with DDO for monitoring of EPF/ESI of each personnel.

- 28.** The contractor shall submit computer generated EPF Challan along with ECR report and proof of deposition of the same in Bank to DDO every month.
- 29.** The contractor shall submit computer generated Challan of ESI along with all details of contribution with the monthly bill. Thereafter, the contractor will submit the receipt of ESI deposition in the Bank to DDO on monthly basis.
- 31** The contractor shall provide a list of each personnel stating their Bank Account, ESI/EPF etc. to the DDO at the time of signing the contract.

In witness whereof, the parties hereto consent this agreement to be signed in their respective names as of the day & year first above written.

**SIGNED, SEALED AND DELIVERED**

For & on behalf of Service Provider

Signature

Name

Designation

Address

In the presence of

1.

2.

For & on behalf of ETC,

Haryana, Panchkula

Signature

Name

Designation

Address

## 27. Scrutiny of Qualification/ Credentials of Staff Provided:

### **INSTRUCTION TO BIDDERS PART-2**

#### **1.0 SCOPE OF BID: -**

Excise & Taxation Commissioner, Haryana hereinafter called 'ETC'/ 'Owner'/ 'the Employer' wishes to receive Bids from the bidder for deployment of appropriate skilled human resource in Excise & Taxation Department, Haryana as per detail below: -

1.1 The detailed scope of services has been described in detail in Section-I of bidding documents.

#### **1.2 WORK SCHEDULE**

1.2.1 The successful Bidder immediately after award of contract is required to execute and sign contract within 15 days of issue of Letter of Award (LOA). In case bidder does not sign the contract within the above stipulated period agreement, the owner/ employer has right to forfeit the earnest money and consider the next eligible bidder for awarding work.

#### **2.1 Qualifying Requirements for Bidders:**

- a) The bidder **will** not be **allowed any change in** ownership during the **contract period without the consent of employer.**
- b) The bidder should be a license holder under the contract regulation and abolition Act, 1970 and being the principle employer complies with the provisions of all the labour laws vis. Minimum Wages Act, ESI, EPF, Maternity benefits etc. and ensure the compliance of the same.
- c) The bidder should have a valid license issued by Labour commissioner from Haryana before submission of tenders. License under renewal shall be considered for acceptance on merit and on production of documentary proof of application of renewal submitted to the Labour commissioner.
- d) The bidder will submit the copy of valid registration certificate issued by the office of Provident Fund, ESI and Central Excise Department for GST besides TAN Number.
- e) The bidder should have the management team to ensure smooth functioning of human resource supplied by him.

## **2.2 Financial Criteria:**

- a) The bidder should have average annual turnover of at least Rs 75 Lakhs (Registered CA Certificate may be submitted showing turnover of last three financial years). However additional documents like Form 26 AS, Bank Statement or any other document can be sought for confirmation of Bidders Turnover.
- b) The successful bidder will submit the banker's certificate stating that Rs. 75 Lacs as working capital will be kept reserve by the bank to be solely utilized for purpose of making payments of wages and statutory benefits to the workers on or before the 7<sup>th</sup> day of each month.

## **2.3 Personnel Capability:**

The Bidder should have the management team to ensure smooth functioning of human resource supplied by him.

## **2.4 Bids may be submitted by one of the following:**

A Private Limited or Public Limited Company or Labour Cooperative Society or Firm that meets all the qualification requirements set forth in pursuant to relevant clause

- a) To be qualified for award, bidders shall provide evidence satisfactory to the employer

of their capability and adequacy of resources to carry out the contract effectively.

Bids shall include the following information: Copies of original documents defining the constitution or legal status, place of registration and principal place of business,

power of attorney in favour of the signatory of the bid.

- b) Proof of total annual turnover of the last 3 years.
- c) List of Contracts executed as Prime Service Provider over the last 3 years and details of other works in hand and contractual commitments.
- d) The qualification and experience of personnel proposed to be employed for executing the contract.
- e) Reports on the financial standing of the bidder including profit and loss statements, audited balance sheets, credit reports of the last 3 years and an estimated financial projection for the next two years.
- f) Evidence of access to lines of credit and availability of other financial resources.
- g) Authority to seek information from the Bidder's banks on the format attached.
- h) Information regarding any current litigation in which the bidder is involved, the

parties concerned and nature of dispute.

## **2.5 Black listing: -**

Only those bidder who have not been **blacklisted/debarred by any power utility in India/State Govt. Deptt./ Central Govt./Board/Corporation** on the date of issuance of NIT, shall be entitled to submit the tenders. Further their should not be any criminal case against the firm/agency. The bidder shall submit an affidavit of non-blacklisting on the non-judicial stamp paper of the appropriate value attested by Notary public./1<sup>st</sup> class Magistrate and also submit an undertaking in the Technical Bid in prescribed format as per Annexure-II

## **3.0 ONE BID PER BIDDER**

Each bidder shall submit only one bid. A bidder who submits more than one bid will be disqualified.

## **4.0 AMENDMENT TO BIDDING DOCUMENT:**

4.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

4.2 The amendment will be notified in writing or **through mail** to all prospective Bidders which have received the Bidding Document at the address contained in the letter of request for issue of bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

4.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, the Owner may, at its discretion, extend the deadline for the submission of bids.

4.4 Such amendments, clarifications, etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

## **5.0 LANGUAGE OF BID**

5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Owner, shall be written in the English language

## **6.0 DOCUMENTS COMPRISING THE BID.**

- I. The bidder should be a license holder under the Contract Regulation and Abolition Act, 1970 and being the employer complies with the provisions of all the labour laws vis. Minimum Wages Act, ESI, EPF, GST, Maternity benefits etc. and ensure the compliance of the same. The bidder will submit the documentary evidence of the previous transactions and valid copy of certificate/registration, permits, permissions and license issued by the competent authority of the concerned department. Bidder shall ensure that all such permits/ permission/ Licenses etc. are duly renewed, valid before submission with Bid Document.
- II. The bidder will submit the list of workers eligible to be deployed on various substations. The qualification, experience and other requirements of a particular job position should be as per rules, policy framed/ adopted by the Department from time to time.
- III. The engaged worker data base having information about the profile of each worker to be deployed by the service provider along with the incumbency of the worker in the appropriate format **and character antecedents of workers** (as per attached Performa).
- IV. Prescribed Earnest Money to be deposited via RTGS/ NEFT/ OTC through online portal as per conditions mentioned in the bidding document.
- V. The proof of satisfactory execution of similar contracts if any.
- VI. The bidders shall quote the prices in price bid format in a commercial template.

## **7.0 BID PRICE**

- 7.1 Price quoted for in the bid form and schedule of prices attached at Annexure-I shall be reasonable in the judgment of the employer. Under no circumstances, will a manifestly unbalanced bid be considered.
- 7.2 The bidder shall complete the bid form and appropriate price and other schedules furnished in the bidding documents, indicating the services to be provided.
- 7.3 The prices shall be quoted in Indian Rupees (INR) only.
- 7.4 Bid not completed in all respects shall be rejected.

## **8.0 BID VALIDITY**

- 8.1 Bids shall remain valid for 120 days from the date of opening bid Part I or for 90 days from the opening of Price bid Part II, whichever is later.
- 8.2 In exceptional circumstances, prior to expiry of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The

request and the responses thereto shall be made in writing or by **mail**. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

## **9.0 TAXES AND DUTIES:**

- 9.1 The various taxes and duties, levies, GST etc. payable by the bidders in respect of contract shall be paid by him.
- 9.2 As regards the Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

## **10.0 Earnest Money:**

- 10.1 Each tender shall be accompanied with requisite Earnest Money of Rs. 1.20 Lacs which shall be deposited via RTGS/NEFT/OTC through online portal as per conditions mentioned in tender document. The amount deposited with the tender as Earnest Money shall be adjusted towards security deposit in case of successful bidder.
- 10.2 The employer shall reject any bid not accompanied by Earnest Money.
- 10.3 The Earnest Money of unsuccessful bidders will be returned **without any interest** at the earliest.
- 10.4 The Earnest Money of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security and security deposit.
- 10.5 The Earnest Money may be forfeited
  - a) If the bidder withdraws its bid except as provided in pursuant to relevant clause
  - b) In case the successful bidder, if he fails within specified time limit to:
    - i) Sign the agreement
    - ii) Furnish the required performance security.
  - c) The Earnest Money will be forfeited in case, the bidder submits the fraudulent documents/ **information** to get qualified.

## **11. CONTRACT PERFORMANCE GUARANTEE:**

- 11.1 Within 15 days of receipt of letter of award from the owner, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Scheduled Bank, in the form attached in Annexure-IV in favour of the Owner.
- 11.2 Further, Penalty @ 0.35% per week or part thereof subject to maximum 2% of the value

- of BG if bank guarantee not submitted within 15 days from the date of issue of LOA/LOI.
- 11.3 If the bank guarantee not submitted within 45 days from the date of issue of LOA/LOI, the employer/ Department reserves the right to cancel the LOA and initiate the action for allotment to L-2 firm at L-1 rate or below. However, before the expiry of above mentioned 45 days the contractor may seek approval for grant of additional one month (maximum) on payment of the entire penalty amount for 45 days as mentioned above. The grant of one month will not entitle the firm to claim the extension of the scheduled completion time.
- 11.4 Performance Guarantee from a Scheduled Bank by way of Bank Guarantee equivalent to Rs.6 Lacs and deposited by the successful bidder within 15 days from the issuance of letter of award.
- 11.5 The guarantee amount of the Contract price shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.
- 11.6 No interest will be paid on this amount and the same will be released on completion of the contract on a demand raised by the Service Provider within 30 days of such request on the successful completion of contractual obligations on the part of Service Provider.
- 11.7 On the receipt report of DDO or on receipt of complaint concerned Superintendent shall be the authorized person to get the Bank Guarantee en-cashed in case of following defaults made by the Service Provider:
- I. If the Service Provider fails to submit Pay rolls every month by 3<sup>rd</sup> of every month to concerned DDO with a copy to respective office incharge for verification to enable him submission to DDO by 7<sup>th</sup> of that month.
  - II. If Service Provider has been found indulging in malpractices/ corrupt & fraudulent practices.
  - III. If Service Provider fails to discharge statutory obligations of relevant provisions of the various acts/rules/notifications /by laws issued by Govt. of India and Govt. of Haryana and of the contract.
  - IV. If the Service Provider fails to deposit by 7<sup>th</sup> of every month the obligatory contribution of ESI, EPF, GST and other statutory fund in the name of the concerned workers who have been engaged.

- V. If the Service Provider violate the Tripartite Agreement executed between Excise & Taxation Commissioner, Haryana Service Provider and the Bank.

If the Service Provider shall keep proper record and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the contract and shall produce such wages' books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish to the Employer such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

**12. BID SECURITY:**

The successful bidder on receipt of work order shall have to deposit a sum of Rs6 lacs as bid security in shape of Bank Guarantee. Earnest Money received with the bid document would be adjusted toward bid security. The bid security could be forfeited and shall be released as per the conditions laid for the performance guarantee pursuant to corresponding clauses of bid document above.

**13.0 SIGNATURE OF BIDS:**

13.1 All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. [etender.hry.nic.in](http://etender.hry.nic.in). The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.

13.2 Bid by a Private Limited or Public Limited Company or Labour Cooperative Society or Firm that meets all the qualification requirements set forth in pursuant to relevant clause must be furnished by the Director/ Authorized representative of company/ firm as per detail elaborated at Sr. No. 13.1.

13.3 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

13.4 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

13.5 Bids not conforming to the above requirements may be disqualified.

#### **14.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 14.1 The bidders should complete the online bid preparation and submission stage by the stipulated date and time, otherwise his/ her bid will not be accepted. Bids submitted by telex/ telegram/ e-mail will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agents etc. shall be entertained by the Owner.
- 14.2 Bids must be submitted online through e-Procurement portal.
- 14.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **15.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 15.1 The bidder may modified its bid online prior to the deadline prescribed for submission of bids. No bid may be modified subsequent to the deadline for submission of bids.
- 15.2
- 15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/ modification of a bid during this interval may result in the forfeiture of its **EMD**.

#### **16.0 OPENING OF BIDS BY OWNER:**

- 16.1 The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
- 16.2 No electronic recording devices will be permitted during the opening of bid as well as price bids.

#### **17.0 CLARIFICATION OF BIDS:**

- 17.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **18.0 EXAMINATION OF BIDS:**

- 18.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The price bid of only those bidders will be opened whose bids are found technically & commercially acceptable.
- 18.2 The price furnished in various price schedules should be consistent with each other. In the case of any inconsistency in the price furnished in the specified price schedules, the owner shall be entitled to consider the lowest prices for the purpose of evaluation and award of contract. All arithmetical errors will be rectified on the basis of the unit price or total price (in figures or in words) whichever is more beneficial to the owner.

## **19.0 DEFINITIONS AND MEANINGS:**

For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply.

`Bid Price` shall mean the base price quoted by each bidder in his proposal for the services of providing human resource as per the requirement of Excise & Taxation Commissioner, Haryana as defined in price schedules plus all statutory obligation of EPF, ESI etc. and all applicable Taxes and premium/ service charges payable to the bidder.

## **20.0 COMPARISON OF BIDS:**

- 20.1 The bids shall be compared on the basis of total for the entire scope as given in Price Schedules.
- 20.2 The evaluated bid prices of all the bidders shall be compared among themselves and as a result of this comparison, the lowest bid emerging after negotiations in the Committee will be selected for award of the contract.
- 20.3 The discount arising out of negotiation with the Committee will be indicated in the price schedule.

## **21 CONTACTING THE OWNER:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/ rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/ or their representatives or the interested parties are advised to refrain from contacting by any means, the Owner and/or his engaged workers/ representative on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened. Any effort by a bidder to influence the purchaser in any way may result in rejection of the bidder's bid.

### **22.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

22.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

### **23.0 LETTER OF AWARD:**

23.1 Prior to the expiry of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or by FAX, to be confirmed in writing by registered letter, that its bid has been accepted.

23.2 The work order of contractor will constitute the formation of the Contract.

23.3 Upon the successful Bidder's furnishing of performance guarantee in pursuant to relevant Clause the Owner will promptly notify each unsuccessful Bidder and will discharge its EMD, pursuant to corresponding clauses of bid document.

### **24.0 SIGNING OF CONTRACT:**

24.1 Within Fifteen (15) days of the work order the successful bidder shall, sign the contract agreement and submit required bid security. However, the Service Provider shall furnish contract performance guarantee (s) for the proper fulfillment of the contract in the prescribed form within 15 days of "work order". In case successful bidder fails to do so the owner has right to reject his bid and can forfeit the earnest money beside next eligible bidder would be considered for work order.

**25.0 Submission of Bids:**

The bids will be submitted in two parts. Part-I shall comprise of Technical & Commercial bid and Part II shall comprise of Price Bid.

IN WITNESS WHEREOF, the bidder has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s .....

(Duly authorized to sign the tender on behalf of the bidder)

Name .....

Designation.....

Name of Co. ....

(in Block Letters)

**FINANCIAL BID**

Sr. No.	Category of the person to be provided like	Wages To be paid by Contractor to the persons to be deployed & Reimbursement by ETC to the contractor	Statutory liabilities of the contractor (Including employer share such as EPF, ESI)	GST	Welfare fund	Special Instruction for service charges	
	Driver	As per DC rate issued by the State Govt. and circulated from time to time	AS applicable at the time of payment of wages(as per the Govt notification)	AS applicable at the time of payment of wages(as per the	AS applicable at the time of payment of wages(as per the Govt notification)	Quotation of rate should be inclusive of all other component & obligations	

**PERFORMA OF LETTER OF UNDERTAKINGS  
(To be submitted by the bidder along with his Bid)  
(To be executed on non-judicial paper of requisite value)**

Ref: .....

Date: .....

To

Excise & Taxation Commissioner,  
Haryana  
Vanijay Bhawan Sector-5 Panchkula

Dear Sirs,

1. I\*/We\* have read and examined the following bid documents relating to the.....(full scope of work)
  - a) Notice Inviting Tender.
  - b) Instructions to bidders.
  - c) Conditions of Contract along with Annexure.
  
2. I\*/We\* hereby submit our Bid and\_\_\_\_\_ to keep\_\_\_\_\_ period undertake\_\_\_\_\_ our \_\_\_\_\_ Bid Valid for a of 90 days from the date of opening of Price Bid and 120 days from the date of opening of bid, whichever is later. I\*/We\* hereby further undertake that during said period I/We shall not alter or revoke my/our bid.

This undertaking is in consideration of Excise & Taxation Commissioner, Haryana agreeing to open my Bid and consider and evaluate the same for the purpose of work order in terms of provisions of bidding documents.

Should this Bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents. Signature along with Seal of Co.

Name of Co.\_\_\_\_\_

Signature of the Prop.

Witness

Name\_\_\_\_\_

Signature\_\_\_\_\_

Address\_\_\_\_\_

Name & Address\_\_\_\_\_

### **Technical Bid**

Sr.	Particulars	Description
1	Name of the firm and address (with Proof)*	
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 2015-16 Rs. _____ 2016-17 Rs. _____ 2017-18 RS. _____ Upload (As certificate as per annexure-II)	
8	<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) Affidavit regarding non-black listing and non-criminal record of firm/contractor.	
9	<b>Experience*</b> a) 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 <b>Document of not more than 3 works should be attached).</b>	

11	<b>Detail of Registration</b> a) Authorities in ESI/EPF/PPF Deptt. (attested copy of document to be attached)	
	b) Income Tax No. (PAN/TAN/TIN/GST No. attach copy)	
	c) Detail of service tax no. allocated to the firm (attested copy be attached)	
12	Whether ever blacklisted or debarred by an Govt./Semi Govt./Public Undertaking (Give details)*	
13	Bank Accounts details	

\* 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

**PROFORMA OF "AGREEMENT"**

**(To be executed on Non-Judicial stamp paper)**

having its registered This agreement made this ..... day of .....  
..... between *Excise & Taxation Commissioner, Haryana* (hereinafter referred to as "Owner"  
or *ETC* which expression shall include its administrators, Company incorporated under the Companies  
Act, 1956) on the one part and ..... office at ..... (here in after referred  
to as the "Service Provider" or....."X"..... name of the Contracting Company which  
expression shall include its administrators, successors, executors and permitted assigns) of the other  
part.

WHEREAS *Excise & Taxation Commissioner, Haryana* is desirous of outsource skilled man power for  
TRANSPORT SERVICE invited bids from Service Providers, and whereas ..... 'X' .....  
had participated in the above referred bidding vide their proposal No. .... Dated.....  
and awarded the contract to....."X"..... on terms and conditions, documents  
referred to therein, which have been accepted by ..... "X" .....resulting into a  
"contract".

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER.**

*Excise & Taxation Commissioner, Haryana* has awarded the contract to  
....."X".....for the work of ..... on terms and conditions contained in its work  
order No. .... Dated ..... and the documents referred to there in. The work order has  
taken effect from aforesaid letter of work order. The terms and expressions used in this  
agreement shall have the same meaning as are assigned to them in the "Contract Documents"  
referred to in the succeeding article.

**2.0 CONTRACT DOCUMENTS**

The contract shall be performed strictly as per the terms and conditions stipulated herein  
and in the following documents attached herewith (herein after referred to as "Contract  
Documents")

- i) *Excise & Taxation Commissioner, Haryana* bidding documents in respect of Invitation to Bid, Instructions to Bidders, Conditions of Contract and all other sections including all amendments vide its letter(s) No(s) ..... dated..... .
- ii) Agreed Minutes of the Meeting held on ..... between *Excise & Taxation Commissioner, Haryana* and "X".
- iii) *Excise & Taxation Commissioner, Haryana* letter of work order No..... dated ..... duly accepted by "X".

All the aforesaid contract documents shall form an integral part of this agreement, in so as the same or any part conform to the bidding documents and what has been specifically agreed to by the owner in its work order. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the Service Provider in its "Bid Proposal", but not agreed to specifically by the owner shall not form part of this agreement. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

### **3.0 CONDITIONS AND COVENANTS**

- 3.1 The scope of the contract, consideration, terms of payment, taxes, wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in *Excise & Taxation Commissioner, Haryana* work order No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the Service Provider strictly and faithfully in accordance with the terms of the agreement.
- 3.2 The scope of work shall also include supply & installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specifications under "exclusions" or Letter of Award.

### **3.3 TIME SCHEDULE**

- 3.3.1 Time is the essence of the contract and schedules shall be strictly adhered to and "X" shall

perform the work in accordance with the agreed schedule.

3.4 It is further agreed by the Service Provider that the Contract performance guarantee shall in no way be construed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the Service Provider is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the Service Provider pending before any court, tribunal, arbitrator or any other authority.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence, terms and conditions contained in the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

#### **4.0 SETTLEMENT OF DISPUTES**

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause 24 the Conditions of Contract & of the provisions of the Indian Arbitration and Conciliation Act 1996 shall apply and Panchkula courts alone shall have exclusive jurisdiction over the same.

##### **4.1.1 NOTICE OF DEFAULT**

Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Panchkula

Signed, sealed and Delivered by the

**FOR AND ON BEHALF OF Excise & Taxation Commissioner, Haryana**

NAME :

TITLE : **Excise & Taxation Commissioner, Haryana**

IN THE PRESENCE OF

**FOR AND ON BEHALF OF THE SERVICE PROVIDER (NAME & ADDRESS OF THE FIRM)**

NAME :

TITLE :

IN THE PRESENCE OF

**Note: -**

**PERFORMA BANK GUARANTEE FOR  
CONTRACT PERFORMANCE  
(To be stamped in accordance with stamp Act)**

Ref: .....

Bank Guarantee No. ....

Date: .....

To

Excise & Taxation Commissioner, Haryana,

Vanijay Bhawan Sector-5 Panchkula

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Dear Sirs,

In consideration of Excise & Taxation Commissioner, Haryana (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's letter of Award No. .... dated ..... and the same having been unequivocally accepted by the Service Provider, resulting into a contract bearing No. .... dated ..... valued at ..... for ..... (scope of contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... \* ..... (%) .....per cent) of the said value of the Contract to the Owner.

We, ..... (Name and Address of the Bank)

having its Head Office at ..... (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Service Provider to the extent of..... as aforesaid at any time upto..... (days/ month/ year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider.

Any

such demand may by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Service Provider. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Service Provider or any other course or remedy or security available to the Owner. The bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... and

shall be extended from time to time for such period, as may be desired by M/s .....  
..... on whose behalf this guarantee has been given.

Dated this ..... day of ..... 20..... at .....

WITNESS

.	.....	.....
		(Signature)
◆	(Signature)	
.	.....	.....
◆	(Name)	(Name)
◆	(Official Address)	(Designation with Bank Stamp)

Attorney as per Power  
of Attorney No. ....

Date: .....

NOTE:

1. The stamp papers of appropriate value shall be purchased in the name of issuing bank.

**ANNEXURE - V**

**Details of wages, EPF, ESI, etc. as applicable**

1. Name of Department .....
2. Name of Contractor .....
3. (a) License No ..... under Contract (Regulation & Abolition) Act, 1970 .....
- (b) Validity expires on .....
4. MONTH YEAR

No. of Emp.	Name of engaged workers	Skilled/ unskilled workers	Amount of wages	ESI code of engaged workers	ESI amount to be deposited			Engaged workers P.F. no.	EPF amount to be deposited		
					Employer's contribution	Engaged worker's contribution	Total		Employer's contribution	Engaged worker's contribution	Total

**DECLARATION**

I, \_\_\_\_\_ authorized Representative of M/s \_\_\_\_\_ do

hereby solemnly declare that our firm M/s \_\_\_\_\_ has not been blacklisted by any State Government/Central Government or any Agency and that we shall be liable for consequences of wrong declaration.

Signature of the person  
making declaration with  
seal of the Firm.

**Check List.  
Documents to be submitted with bid.**

1. Name of the Firm :-
2. Address of the firm (with proof).
3. Documents of E.P.F & E.S.I.
4. Documents showing turnover during last three years i.e 2015-16, 2016-17 and 2017-18 with C.A Stamp.
5. Copy of Income Tax Returns.
6. Under taking ( as per annexure-II).
7. Copy of Registration Certificate (Labor Department).
8. Photo copy of PAN card and GST registration certificate.
9. Experience Certificate.
10. A copy of Tender document duly signed with seal as a token of acceptance of terms & conditions.
11. Bank Accounts details.

(Signature of the Tenderer)