

File no. HPA/ADMN/0034/2021/16/ 32183

Date:- 24/11/2021

NOTICE INVITING TENDER

FOR ENGAGEMENT OF A SERVICE PROVIDER FOR

PROVIDING

OUTSOURCING SERVICES

to

THE HARYANA POND AND WASTE WATER

MANAGEMENT AUTHORITY, PANCHKULA

UNDER OUTSOURCING POLICY PART-I

OF

GOVERNMENT OF HARYANA

(Appx. Amount ₹ 2.25 Crore)

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The tender which was called earlier vide this office letter No. HPA/ADMN/0034/2020/19915 dated 24-03-2021 and subsequently cancelled vide letter No. HPA/ADMN/ 0034(III) /2021/ 8/ 25839 dated 02/08/2021 is hereby recalled from eligible Service Provider agencies/firms for providing outsourcing services in "The Haryana Pond and Waste Water Management Authority", Panchkula under Part-I of Outsourcing Policy of Haryana Government.

Information regarding Tender	Date	Time
Date of publishing online tender	23 - 11-2021	03:00 P.M
Date of Pre-Bid discussion	29 -11-2021	03:00 P.M to 4:30 P.M
Last date of submission of technical and Financial Bid	10 -12-2021	03:00 P.M
Date of opening technical Bid	10 -12-2021	03:30 P.M
Date of opening Financial Bid	Will be intimated later on	
<p>1. The address for all above activities will be "The Haryana Pond and Waste Water Management Authority", Bays No.39-40 (Basement), Block-B, Sector-4, Panchkula. The tenders received after the above said scheduled date and time will not be considered</p> <p>2. If bids opening day happens to be a holiday, bids will be opened on the next working day at the same time & venue.</p> <p>3. The competent authority reserves the right to accept or reject any or all the bids received, without assigning any reasons thereof.</p>		

1. Invitation of e-tenders:

"The Haryana Pond and Waste Water Management Authority", Panchkula invites e-tenders from the Service Provider, proprietary firm, Partnership Firm, Limited Company, Society registered under Society Registration Act, Corporate body legally constituted for providing outsourcing services which fulfill the requisite conditions as mentioned in Para 3 of this BID Document.

2. Scope of work:

The selected firm will be responsible to provide services as per the eligibility criteria and reservation roster mentioned against each category for one year which can be extended further on the same terms & conditions with mutual consent of HPWWMA & Service Provider. The various services to be provided at Panchkula Headquarter office building of HPWWMA or any place decided by the Pond Authority.

2.1. Manpower Requirement

Outsourcing services for System analyst, Law officer, Sub Divisional Engineer/Assistant Engineer(AE) (Civil), Assistant Architect, Scientist (Environment) C level, Office Superintendent, Private Secretary, Accountant, Personal Assistant, Assistant, Junior Engineer (Civil), Circle Head Draftsman (Architecture/ Civil), Head Draftsman, Assistant Draftsman (Civil), Assistant Draftsman (Architecture), Sr. Programmer, Junior

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Programmer, Assistant Legal, Drivers, Clerks, Steno Typist, Coordinator /PRO, Clerk (Care Taker/ Diary /Despatcher), Peon-sweeper-cum-Chowkidar etc., for Head Quarter Panchkula or at any place as decided by the Pond Authority for one year. The number of manpower may be increased or decreased at any time without assigning any reason.

The Service Provider shall ensure the total manpower deployed by them for delivering the 'service' shall be as per reservation policy vide Chief Secretary letter No. 22/104/2014-1GS III dated 12.03.2018.

The qualification will be as prescribed/required for that category of service and the ESI/EPF/LWF and other statutory deductions will be as applicable.

3. Eligibility Criteria for bidders:

The Service Provider bidder may be a proprietary firm/ Partnership Firm/ Limited Company/Society registered under Society Registration Act, Corporate body legally constituted for providing services and empaneled/ registered with appropriate authority as per law and should be valid.

3.1 Statutory requirements

- 3.1.1 Attested copy of valid license holder under Contract Labour (Regulation & Abolition) Act, 1970 (as amended to date).
- 3.1.2 Attested copy of EPF Registration certificate.
- 3.1.3 Attested copy of ESI registration with ESI Authorities.
- 3.1.4 Attested copy of GST registration
- 3.1.5. Attested copy of PAN Card issued by Income Tax Department.
- 3.1.6 Attested copy of Payment of Labour Welfare Fund of all employees of Service Provider issued by the Labour Welfare Board/Department.

3.2 Technical Requirements: -

- 3.2.1 Minimum experience of last three financial years i.e., 2018-19, 2019-20 & 2020-21 towards satisfactory service for outsourcing of services in the Government/Semi-Government/Autonomous Bodies/ Department/PSUs / Corporations/ /Industry / Private Company. In this regard, a certificate should be obtained from the respective client and submitted to this office.
- 3.2.2 The Service Provider should possess satisfactory work performance certificate duly signed and stamped from at least its three clients of Government/ Semi-Government/ Autonomous Bodies/ Department / Corporations/ PSUs/Industry/ Private Company during the last three financial years i.e., 2018-19, 2019-20 & 2020-21.
- 3.2.3 The Service Provider must not be debarred / blacklisted during the last three years by any of Institute/agency/department for doing business with it. An undertaking to this effect is to be given by the bidder.

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- 3.2.4 Annual turnover of Rs. 1 Crore or above in the last three financial years i.e., 2018-19, 2019-20 & 2020-21, out of which Rs. 50 lakhs should be earned by providing manpower. A certificate to this effect should be obtained from Chartered Accountant and submitted to this office. Copy of Balance Sheets duly certified by the Chartered Accountant will also be required.
- 3.2.5 The annual profitability of the bidding agency should have been minimum of Rs.10.00 lakh during the last three financial years i.e., 2018-19, 2019-20 & 2020-21. A certificate to this effect should be obtained from Chartered Accountant in this regard
- 3.2.6. The bidder should have at least deployed 500 workmen/employees per financial year during last 3 years i.e., 2018-19, 2019-20 & 2020-21.
- 3.2.7. The bidder must have office at Chandigarh/Panchkula or should give undertaking to this effect that he/she will establish the same if he/she gets the bid.

4 **Submission of bid: -**

- 4.1 The bidders can download the Bid form from the website of the Authority i.e., www.hpwwma.org.in. The Bid document duly signed will be further uploaded along with documents required for eligibility criteria on e-tenders website and the physical copy of the same along with DD as mentioned at 4.2 below and EMD as mentioned at 4.3 below will be submitted in the office of HPWWMA on or before **22-11-2021** up to 3:00 P.M. The checklist of Technical Bid is annexed as **Annexure – B**.
- 4.2 The bidder has to deposit a fee of Rs.1000/- (Rupees one thousand only) towards the cost of the tender document (Non-Refundable) by way of Demand Draft favouring "The Haryana Pond and Waste Water Management Authority", Panchkula.
- 4.3 The bidder has to deposit EMD of Rs. 2,00,000/- (Rupees Two Lakh only) through Demand Draft. In favor of Member Secretary, Haryana Pond and Waste Water Management Authority Panchkula.
- 4.4 No Financial bid should have to be submitted with Tender Document in Physical form. It should be uploaded on e-tenders website. However, an indicative format is at **Annexure C**.
- 4.5 Tender received after the due date and time shall be summarily rejected.
- 4.6. Incomplete, conditional tender and the tender without DDs of cost of BID document and EMD shall not be accepted.
- 4.7 Submission of more than one tender by same agency shall be rejected.

5. **Validity of Bid**

The bid shall be valid for 3 months or finalization of bid whichever is earlier.

6. **Selection of Bidder:**

Evaluation shall be two step system: Technical and Financial bid.

6.1 **Technical bids**

First of all, technical bids will be opened and evaluated. It should contain all the documents/information as explained under Para 3 at above. In absence of any document/information, bid shall be treated as non-responsive and shall be rejected. The financial bid of the technically rejected bidders will not be opened.

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6.2 Financial bids

- 6.2.1 The Financial Bids of technically qualified bidders are ranked as L1 (lowest), L2 (2nd lowest) based upon order of bid and so on.
- 6.2.2 The L1 bidder, declared successful can be called for negotiations, if required.
- 6.2.3. Service charges to be quoted shall be the evaluation criteria for consideration of financial rate. Emoluments of services outsourced shall be paid on the basis of D.C. rates of Panchkula and on the basis of rates fixed by the department (in case DC rate is not available for that particular service/manpower). The rate of service charges shall be quoted on monthly basis keeping in view the fact that statutory Income tax shall be deducted from the payment of the contractor. No BID will be accepted at 2 % or less than 2% service charge / margin money. The rates should have to be quoted only up to two decimal places e.g., x. xx% only.

In case bids rates are equal, the L1 (Lowest) shall be determined by firstly considering the past experience submitted as against item no. 8 of Annexure-B, if still equal, the criteria under item no. 13 regarding number of persons employed during last 3 financial years shall be used and if still equal, the turnover of the firm under item no. 12 will be taken into account and if still equal then timely payments of EPF ESIC & LWF contribution by the contractor, timely payment of wages to workers through bank, track record of contractor with EPFO ESIC & LWF will be considered.

7. Service Provider's Representations and Warranties

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

- 7.1 have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance;
- 7.2 has the necessary skills, Knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this bid and to the satisfaction of the Authority;
- 7.3 shall on providing services to "The Haryana Pond and Waste Water Management Authority" not violate, breach and contravene any conditions of any agreement entered with any third party (parties);
- 7.4 has complied with and obtained necessary permission/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under these agreements.

8. Obligations of Service Provider.

The Service provider shall operate and provide service to "The Haryana Pond and Waste Water Management Authority" on 5 days a week.

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- 8.1 The regularity of the performance of the service will be the essence. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by "The Haryana Pond and Waste Water Management Authority" from time to time.
- 8.2 The assessment made by the Service Provider in the Bid including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- 8.3 If "The Haryana Pond and Waste Water Management Authority" notices that the personnel of the Service Provider has /have 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.
- 8.4 If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to "The Haryana Pond and Waste Water Management Authority" or itself can take action in accordance with law.
- 8.5 The Service Provider shall furnish a personal guarantee of its Managing Director /Partner, guaranteeing the due performance by the Service Provider of its obligations Under the agreement.
- 9. Execution of Agreement:**
The Service Provider shall execute an agreement with the authorized Officer i.e., Member Secretary, on behalf of "The Haryana Pond and Waste Water Management Authority".
- 10. Emoluments and Service Charges to be Paid:**
The emoluments and service charges shall be paid to the Service Provider by the concerned DDO's as under:
- 10.1 Services:
The remuneration shall be paid for these services as per rate fixed by the Deputy Commissioners, Panchkula. The E.P.F, ESI, L.W.F and GST will be paid extra as per Government instructions issued from time to time.
- 10.2 Service Charges
The service charge is to be paid to the Service Provider on the rates quoted by him and accepted by "The Haryana Pond and Waste Water Management Authority".
- 11. Term of Payment**
- 11.1 All payments made by the Authority shall be after deduction of tax at source wherever applicable as per the provision of the Income Tax Act, 1961.
- 11.2 The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 for the category of workers employed by it from time to time or by the State Government

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and/or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.

- 11.3 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 first day of every calendar month for verification to the nominated official of "The Haryana Pond and Waste Water Management Authority". The Service Provider shall ensure that payment to his employees be made through Bank Accounts.

12. Payments to deployed staff.

- 12.1 The concerned DDO will pass the wages bill along with statutory bill and deposit the said amount in the bank account of the Service Provider through RTGS.
- 12.2 The Service Provider shall make the payment of monthly wages of the outsourced staff in their saving bank accounts linked with Aadhar Card.
- 12.3 The Service Provider shall pay the monthly wages of the outsourced staff on or before the 7th date of every calendar month positively.

13. Submission and verification of Bills for Payment

The Service Provider shall make the monthly payment to the outsourced persons on or before 7th day of every month. He/ she will submit the bill of preceding month in triplicate to the DDO of the Authority at Head Quarter on the first working day of every following calendar month. The payment will be released after checking the bill by the officer in charge within 15 days. The Service Provider will submit documentary evidence towards E.P.F/E.S. I /L.W. F & GST of the previous month for verification.

14. Code of Conduct

- 14.1 The Service Provider shall issue identity cards, on its own names and trading style, to its personnel deputed for rendering the said services, at "The Haryana Pond and Waste Water Management Authority". The Authority may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly dressed.
- 14.2 "The Haryana Pond and Waste Water Management Authority". shall always have the right and liberty to the surprise inspection at its site.
- 14.3 The services rendered by the Service Provider will be under close supervision, co-ordination and guidance of "The Haryana Pond and Waste Water Management Authority". The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by "The Haryana Pond and Waste Water Management Authority" from time to time.
- 14.4 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 Haryana Pond and Waste Water Management Authority". "The Haryana Pond and Waste Water Management Authority" shall under no 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).

15. Nature of Agreement

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- 15.1 The relation of "The Haryana Pond and Waste Water Management Authority" and service provider will be on the principal-to-principal basis and does not create and shall not deem to create any employer-employee relationship between "The Haryana Pond and Waste Water Management Authority" and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent as agent of "The Haryana Pond and Waste Water Management Authority" except to the extent and purpose permitted herein.
- 15.2 The agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of "The Haryana Pond and Waste Water Management Authority". The Service Provider shall be liable to make payment to said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.
- 15.3 "The Haryana Pond and Waste Water Management Authority" shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agent directly and /or indirectly, in any manner whatsoever.
- 16. Statutory Compliances**
- 16.1 Service Provider shall obtain all registration(s)/ permission(s)/license(s) etc. which are required under any labour or other legislation(s) for providing the services under this agreement.
- 16.2 It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the service. The Service Provider indemnifies and shall always keep "The Haryana Pond and Waste Water Management Authority" indemnified against all losses, damages; claims actions taken against "The Haryana Pond and Waste Water Management Authority" by any authority/office in this regard.
- 16.3 The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- 16.4 The Service Provider shall give an undertaking by the 22nd of each month in favor of "The Haryana Pond and Waste Water Management Authority" that he has complied with all his statutory obligations.
- 17. Accounts and Records**
- 17.1 The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions in the manner specified

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by the "The Haryana Pond and Waste Water Management Authority".

- 17.2 The Service Provider shall forthwith upon being required by "The Haryana Pond and Waste Water Management Authority", allow "The Haryana Pond and Waste Water Management Authority" 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 Haryana Pond and Waste Water Management Authority" 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 Haryana Pond and Waste Water Management Authority". However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse "The Haryana Pond and Waste Water Management Authority" for such discrepancies or overcharge.

18. Indemnification

- 18.1 The Service Provider shall at its own expenses make good any loss or damage suffered by "The Haryana Pond and Waste Water Management Authority" 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 Haryana Pond and Waste Water Management Authority" or otherwise.
- 18.2 The Service Provider shall at all times Indemnify and keep indemnified that "The Haryana Pond and Waste Water Management Authority" against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site of "The Haryana Pond and Waste Water Management Authority" 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 or any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, or damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the site or any other premises of "The Haryana Pond and Waste Water Management Authority" shall be as provided herein before.
- 18.3 The Service Provider shall at all times indemnify and keep indemnified "The Haryana Pond and Waste Water Management Authority" 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 Haryana Pond and Waste Water Management Authority" premises or before and after that.

19. Liabilities and Remedies

In the event of failure of the Service Provider to provide the services or part thereof for any reasons whatsoever, "The Haryana Pond and Waste Water Management Authority" shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to "The Haryana Pond and Waste Water Management Authority". The difference of payments made to such other sources, besides damages at double the rate of payment.

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20. Losses Suffered by Service Provider

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, while it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and /or its personnel in rendering or non-rendering the services under the agreement.

21. Term of Agreement

The agreement shall be effective for a period of one year from the date of reckoning work order. Work order time shall start up to maximum 15 days after issue of order. This agreement can be extended further on satisfactory performance and mutual consent for such period and on such terms and conditions as may be deemed fit by "The Haryana Pond and Waste Water Management Authority" at the time of extension.

22 Termination

22.1 Either party can terminate the agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, "The Haryana Pond and Waste Water Management Authority" shall give only 24 hours' notice of termination of the agreement to the Service Provider when there is a major default in compliance of the terms and conditions of the agreement or the Service Provider has failed to comply with its statutory obligations.

22.2 If Service Provider commits breach of any covenant or any clause of the agreement, "The Haryana Pond and Waste Water Management Authority" 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 "The Haryana Pond and Waste Water Management Authority" for losses or damages on account of such breach.

22.3 "The Haryana Pond and Waste Water Management Authority" shall have the right to immediately terminate the agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

23 Composition and Address of Service Provider

23.1 The Service Provider shall furnish to "The Haryana Pond and Waste Water Management Authority" all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.

23.2 The Service Provider shall always inform "The Haryana Pond and Waste Water Management Authority" in writing about any changes in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its

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ownership without prior approval of "The Haryana Pond and Waste Water Management Authority".

24. Refund of Earnest Money

The earnest money will be refunded after finalization of tender or three months whichever is earlier.

25. Bank Guarantee

The successful bidder shall submit bank guarantee of Rs.5.00 Lakh in favour of "The Haryana Pond and Waste Water Management Authority" valid for One Year. The bank Guarantee shall be refunded after 3 months on successful completion of the work/contract period.

26. Penalty

If the contractor shall not comply with terms & condition of agreement and shall not made payment to his employees as per labour laws and rules and instructions issued by the Government from time to time and mal-performance or loss done by the employees/worker engaged under contract, the bank guarantee will be forfeited.

27. Service of Notices

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

Member Secretary, HPWWMA
Bays No. 39-40, Block-B,
Sector-4, Panchkula 134112

Service Provider

28. Confidentiality

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access of confidential information and it undertakes that it shall not disclose, provide or make available any confidential information in any form to any person or entity or make use of such information without prior written consent of "The Haryana Pond and Waste Water Management Authority".

29. Entire Agreement

The agreement represents the entire agreement, the parties and supersedes all previous or other writing and understandings, oral or written, and further any modifications to the agreement, if required shall only be made in writing.

30. Amendment/Modification

The parties can amend the agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the representatives of both parties hereto.

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If, for any reason a court of competent jurisdiction find any provision or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the agreement shall continue in full force and effect.

32 Captions

The various captions used for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

33 Force Majeure

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

34 Dispute Resolution

The agreement shall be deemed to have been made/executed at Panchkula for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of the agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to sole arbitrator to be appointed by "The Haryana Pond and Waste Water Management Authority" as per Indian Arbitration and Conciliation Act 1996 (Subject to latest amendments). The award given by the arbitrator shall be final and binding on the parties.

35 Governing Law/Jurisdiction

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

36. The bidder has to submit a declaration and undertaking as per **Annexure – A** to this Document.

37. BLACKLISTING

After giving show-cause notice of 30 days and recording the findings after hearing the service provider, the Executive Vice-Chairperson, HPWWMA, Panchkula may blacklist a service provider due to any of the following reasons;

- 37.1 There are sufficient reasons to believe that the service provider or his employee has been guilty of malpractice such as bribery, corruption, fraud, vitiating fair process, etc.
- 37.2 The service provider continuously refuses to pay government dues without showing adequate reasons and where "The Haryana Pond and Waste Water Management Authority" is satisfied that no reasonable dispute attracting reference to Court of Law exists for service provider's action.
- 37.3 Where the service provider or his representative has been convicted by a Court of Law for offences or moral turpitude in relation to business dealings or were security consideration, including suspected loyalty to the State, so warrant.
- 37.4 If the service provider or his representative is found guilty of misbehavior with any

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official of the State Government connected with the execution of the work directly or indirectly.

37.5 If the service provider found guilty for not depositing of EPF/ESI/LWF of the employees

Note: All the conditions as mentioned in the Bid document shall be included in the contract agreement. However, if any other conditions which seems required to be included in contract agreement shall also be included at lateral stages before signing the agreement.

Signature of Tenderers with seal

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Declaration and undertaking

I/We (Name) _____

do hereby solemnly affirm and declare and undertake that:

1. I/we have studied the terms and conditions of the tender documents i.e., scope of work, guidelines of submission of tender etc. and have filled up the tender under my/our full understanding. All the terms & conditions of the tender form are acceptable to me/us.
2. The facts stated by me/us in the Technical Bid and Financial Bid are correct and true to the best of my/our knowledge and belief and nothing has been concealed therein. In case of any concealment or misrepresentation detected at any stage. I/We shall be liable to legal action under Section 182 and section 415 read with section 417 and 420 of Indian Penal Code as the case may be including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.
3. I/our partners do not have any relative working in "The Haryana Pond and Waste Water Management Authority".
4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
6. I/We have never been banned/de-listed by any Government or Quasi Government agencies or PSUs.
7. The earnest money of Rs.2,00,000/- (Rupees. Two lakhs only) has been deposited.
8. I/We will neither change the constitution of the firm nor the partners during the period of contract and for any change, if any, I/We will intimate "The Haryana Pond and Waste Water Management Authority" of such change and take written consent from competent authority.
9. I/We hereby agree to abide by all the terms and conditions of the tender document and amendments made, if any at a later stage.

(Signature of the Tenderer with Seal)

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ANNEXURE- B**Checklist for Technical Bid (To be filled by bidder)**

S. No.	Name of self-attested document to be attached with the bid indicating serial No. on each page/document.	Document Placed at serial No (pl. mention Sr. No.)	Documents duly attested attached (Yes/No)
1	Copy of certificate regarding incorporation of firm, company etc.		
2	Valid License/Registration Certificate as Contact Labour Supplier issued by Labour Department, Haryana.		
3	GST Registration		
4	EPFO Registration		
5	ESIC Registration		
6	LWF payment clearance		
7	PAN / TAN Number		
8	Copies of Past Experience (minimum last 03 financial years, 2018-19, 19-20 & 20-21) along with satisfactory work performance certificate from Clints.		
9	Copies of work orders at least from three clints pertaining to last 3 financial years.		
10	Undertaking regarding debarment and blacklisting		
11	Address proof of organization in Chandigarh Panchkula or undertaking for establishing office in case of award of contract		
12	Turnover of the firm for last three Financial Year.		
13	Proof regarding No. of employees deployed per financial year during last three financial year.		
14	Earnest Money of Rs.2,00,000/- (To be deposited through Demand Draft Payable at Panchkula)		
15	Tender document fees of Rs.1000/- (non-refundable, to be deposited through Demand Draft Payable at Panchkula).		
16.	Annual profitability certificate.		
17.	Declaration and undertaking as per Annexure-A		

Signature of Tenderer's with seal

ASST

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ASST

Price Bid/Financial Bid**Service Charge rates are required to be quoted by the bidders**

Sr. No.	Description of Service	Wages (Per service/per Month)
1.	Outsourcing services for System analyst, Law officer, Sub Divisional Engineer/Assistant Engineer(AE) (Civil), Assistant Architect, Scientist (Environment) C level, Office Superintendent, Private Secretary, Accountant, Personal Assistant, Assistant, Junior Engineer (Civil), Circle Head Draftsman (Architecture/ Civil), Head Draftsman, Assistant Draftsman (Civil), Assistant Draftsman (Architecture), Junior Programmer, Assistant Legal, Drivers, Clerks, Steno Typist, Coordinator /PRO, Clerk (Care Taker/Diary/Despatcher), Peon-sweeper-cum-Chowkidar etc.	Remuneration paid as per prevailing D.C. Rate (a sheet presenting person wise wages can be attached separately).
2.	Labour Welfare Fund whichever applicable from time to time	
3.	EPF whichever applicable from time to time	
4.	ESI whichever applicable from time to time	
5.	Service Charges (to be quoted by the Bidders)	
6.	G.S.T. (whichever applicable from time to time)	

(Signature of the Bidder with Seal)



