

Haryana Vishwakarma Skill University, Dudhola, Palwal
Plot No. 76, HIPA Complex, Sector 18, Gurugram, Haryana
(Tel. 0124-2344669)

Ref. No. HVSU/17/Estt./419

EXPRESSION OF INTEREST (EOI) for Outsourcing of services of Unskilled/ Skilled/ Housekeeping & Cleaning/ Cook/ Security Guard/ Horticulture Manpower/ Maintenance in University Office

Haryana Vishwakarma Skill University, invite EXPRESSION OF INTEREST (EOI) from the services of a reputed, well established and financially sound Manpower Service Agencies registered as a Company in India for providing manpower Services to Haryana Vishwakarma Skill University of Outsourcing of services of unskilled/ Skilled/ Housekeeping & cleaning / Cook / Security Guard/ horticulture Manpower/ Electrician/ Plumber till **2.30 p.m. on 27.12.2017**. Bid received in due time shall be opened on **27.12.2017** at 3.30 p.m. in the presence of intended parties/their representatives who may like to be present at that time.

Interested parties may download the tender documents from the website <http://hvsu.ac.in/Bids> & apply as per the terms and conditions mentioned in the EOI along with EMD in the form of Demand Drafts of Rs. 25,000/- as refundable EMD and Rs. 500/- as non refundable application fee in favour of Haryana Vishwakarma Skill University, Payable at Gurugram.

Bids should be submitted in a two bid system (Technical Bid and Financial Bid separately) from reputed firms/ agency/ service providers etc. located in Haryana and NCR.

Registrar

Haryana Vishwakarma Skill University,
Plot No. 76 HIPA Complex, Sector 18, Gurugram, Haryana
Tel. 0124-2344669

**Outsourcing of services of Unskilled/Skilled/Housekeeping
& Cleaning/Cook/Security Guard/Horticulture Manpower/ Maintenance in
University Office**

Haryana Vishwakarma Skill University, Gurugram requires the services of a reputed, well established and financially sound Manpower Service Agency registered as a Company in India for providing manpower Services to Haryana Vishwakarma Skill University of Outsourcing of services of unskilled/ Skilled/ Housekeeping & cleaning / Cook / Security Guard/ horticulture Manpower/ Electrician/ Plumber. The duly authorized representatives of the company shall provide an undertaking that they will comply with all relevant statutory provisions but shall not be restricted to, Minimum Wages, Employee's Provident Fund, Employees State Insurance, Service Tax etc.

The service contract would continue for a period of two years. The period of the contract, may be further extended by the HVSU, provided the requirement of the University for manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company or cessation of the requirement of work. The HVSU, reserves right to terminate this initial contract at any time after giving one months notice to the selected Company. As per present assessment, the estimated requirement of Outsourced services is as under:

- a. Unskilled manpower
- b. Skilled Manpower
- c. Housekeeping
- d. Cook/ Waiters/ Manager
- e. Security Guard
- f. Horticulture
- g. Maintenance (Electrician/ Plumber)

University reserves the right to increase/decrease the number of outsourced staff in above categories depending upon its functional requirement.

INSTRUCTIONS TO THE BIDDER :

1. **Bid Documents download :** The bid documents can be downloaded from our website www.hvsu.ac.in/Bids.

2. **Fee, EMD and Performance Security**

- (a) Application fee of Rs.500/- (Five hundred only) and Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty five thousand only) shall be paid by DD in favour of “**Haryana Vishwakarma Skill University**”
- (b) The successful bidder will have to deposit a Performance Security Amount of Rs. 1,00,000/- (Rs. One Lac only) with Haryana Vishwakarma Skill University, in the form of FDR/ Bank Guarantee in favour of Haryana Vishwakarma Skill University, Plot No. 76 HIPA Complex, Sector-18, Gurugram, for the due fulfillment of the contractual obligations which is refundable without any interest on termination of the contract after deducting any penalty/ any liability imposed by this office on account of unsatisfactory services.
- (c) The offers without EMD/Application Fee will be rejected.
- (d) No interest shall be paid for earnest money deposited by the Bidder.
- (e) EMD will be refunded to the unsuccessful bidders after the service order placed on the successful bidder.
- (f) In case of successful bidder, the EMD will be refunded subject to completion of documentation for the award.

3. **Acceptance of Bid:** Any cutting/over writing in the bid documents must be signed by the person who is signing the bid. The rates and units shall not be overwritten. The financial figures in Commercial Bid shall always be both in figures and words. In case of any discrepancy in figures and words, the amount written in words shall be considered.

4. **Signed and Sealed:** Bid shall be duly filled in all respect. All pages of the Bid should be signed by the Authorized Signatory of Bidder with Company Seal.

5. **Submission of registration documents :** The Bidder shall submit the copy of PAN, TIN/GST No, EPF, ESIC etc. registration along with the Technical Bid of the Bid document.

6. **Undertaking on Bid:** An undertaking should be furnished and submitted along with the Technical Bid by the bidder on the company letter head as per the format enclosed at **Annexure "C"**.

7. **Submission of Bid:** The Bid shall be placed in a properly sealed bigger envelope addressed to “The Registrar, Haryana Vishwakarma Skill University,

Plot No. 76 HIPA Complex, Sector-18, Gurugram, Haryana". And said bigger envelope shall contain two separately sealed envelopes containing Technical Bid and Financial Bid.

The bigger envelope shall be super-scribed as "Bid for Manpower requirement for allied services" with its due date. The two sealed envelopes inside the bigger envelope must be super-scribed as:-

Envelope No-1:- This envelope is for Technical Bid & shall be super-scribed as "**Bid for Manpower Requirement for Allied Services "TECHNICAL BID"**".

AND

Envelope No-2:- The said envelope is for Commercial Bid & shall be super-scribed as "**Bid for Manpower Requirement for Allied Services "FINANCIAL BID"**".

While submitting the Bid, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the Bid is liable to be rejected.

ELIGIBILITY CRITERIA FOR BIDDERS:

The agencies based in Delhi/ NCR only will be eligible for submission of Bid. The Bidders will submit the self-attested photocopies of the following documents along with technical bid:-

- a) Registration with EPFO.
- b) Registration no. under Contract Labour (Regulation & Abolition) Act 1970.
- c) Registration with ESI Department.
- d) License to engage in the business of private security agency by authority of DGP, Haryana.
- e) PAN in the name of registered owner.
- f) Registration with Service Tax Department. (TIN)/GST no.
- g) Application Fee of Rs. 500/- and EMD for Rs 25000/- by way of DD only.
- h) Documents in support of experience in preceding three years of Unskilled/ Skilled/ Housekeeping & Cleaning/ Cook/ Security Guard/ Horticulture Manpower/ Maintenance in Govt. Departments / PSUs / other reputed national level organizations / reputed institutions. Statement of experience which includes Name of the Firm along with contact detail, Period (From-----to-----), Value of the contract & Total no of manpower deployed etc. may also be attached.
- i) ITR's for the Last 3 years.
- j) Duly signed and stamped copy of all pages of Bid documents as an acceptance of all terms and conditions.

SCOPE OF WORK AND GENERAL TERMS AND CONDITION:

General Information & Other Terms & Conditions of services of Unskilled/ Skilled/

Housekeeping & Cleaning/ Cook/ Security Guard/ Horticulture Manpower/ Maintenance per day /per month for a period of two year at University office extendable by further another term, subject to satisfactory performance by the Contractor are as under:

1. The contractor shall not sublet the work.
2. The above services/persons are required under part – I outsourcing policy of Government of Haryana No. 16/07/2015-IGS II dated 06.05.2015.
3. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
4. The wages will be paid to the employees as fixed by Deputy Commissioner.
5. Reimbursement of bill to the contractor will be made upon submission of pre-receipted bill along with the attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF challan for submission of EPF contribution for each month, through RTGS.
6. The contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the HVSU from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws.
7. The selected agency shall employ persons with good health in the age of preferably 21 and up to 55 years. In case any of the personnel so provided is found non-suitable by the HVSU, The HVSU shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
8. Service charges are to be mentioned separately by the Biding firm in the financial bid.
9. Service Charges less than 2% shall be summarily rejected. Service charges/commission shall be paid on basic wages only.
10. All payments made shall be after deduction of tax at source wherever applicable as per the provisions of Income Tax Act, 1961.
11. The manpower deployed to this office by the Contracting agency will be adjudged for their suitability for this work.
12. Risk clause: HVSU reserves the right to discontinue the service at any time, if the services are found unsatisfactory, by giving show-cause notice to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
13. The contractor/agency will furnish to the HVSU full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer

- and also ensure that they should have possessed two years experience in similar field.
14. The personnel provided shall be under control and supervision of the contractor/agency. They will be bound by office timings, duty, placement, locations etc., as decided by the University.
 15. The contractor/agency shall make payment of remuneration/ wages to its personnel before 7th of every month by RTGS/ECS directly in the Bank Accounts of the deployed Personnel. After making the payment, the contractor shall raise the bill to HVSU for payment of the settled amount. They will submit to the HVSU a copy of the Bank Statement showing detail of payment made in the Bank Accounts of the personnel along with vouchers duly signed by the workers for each month along with copy of challan for submission of EPF and ESI contribution.
 16. The terms and conditions as stipulated in the Bid documents and enclosed herewith, shall be part of the agreement.
 17. HVSU reserves the right to increase or decrease manpower deployed to the organization.
 18. Collection of sweepings, dustbin collections and garbage from both inside and outside premises of the building and placing them at designated places outside Campus, as per Municipal Corporation Gurugram guidelines. The cost of this shall be borne by the Contracting Agency, itself.
 19. The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
 20. The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
 21. In case of Tie of lowest rates, EoI will be awarded to the party having large turnover in the last financial year i. e. 2016-17.
 22. The Service Provider shall have to abide by all terms and conditions as mentioned in the policy of outsourcing issued by CS vide No. 43/5/2001IGSI dated 16.02.2009 and 16.07.2015- 1GSII dated 06.04.2015 and will have to execute service agreement as per policy.

LIQUIDATED DAMAGES CLAUSES:

1. An amount equivalent to two days of contract amount subject to a minimum of Rs 500/ will be levied as liquidated damages per day, whenever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by HVSU and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced

immediately.

3. Penalty of Rs500/ per person per day will be levied at the contractor if any worker found in intoxicated situation. Contractor is liable to change the worker within one hour as soon as the mater comes to his knowledge.

4. If the required number of workers/supervisor are less than the minimum required a penalty of Rs 500/- per worker will be levied.

LEGAL OBLIGATIONS: •

1. All manpower employed by Service provider shall be engaged by him as his own employees in all respect i.e. expressed or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the Service provider. The Service provider shall specifically ensure compliance with the following Laws/ Acts and their Enactments/ Amendments:-

- a. The Contract Labour (Regulation & Abolition) Act, 1970
- b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
- c. The Minimum Wages Act, 1948
- d. The Payment of Wages Act, 1936
- e. The Manpower's Compensation Act, 1923
- f. The Employees' Provident Funds and Misc. Provisions Act, 1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965
- i. The Payment of Gratuity Act, 1976

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

2. Service provider shall fully indemnify HVSU against all the payments, claims and liabilities whatsoever, incidental arising out of or for compliance with or enforcement of the provisions of any of the Laws/acts in relation to the Contract.

3. The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. The Service provider shall comply with these and take steps for getting the Agreement registered under the Act. He shall also indemnify HVSU from and against any claims under the aforesaid Act and the Rules.

4. The service provider shall also ensure that no manpower below the age of 18 years is employed by him for the above mentioned jobs.

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

PAYMENT TERMS: •

1. The service provider will deposit applicable taxes with the concerned authorities as per rates applicable from time to time. All the bills shall invariably be supported by the proof of payment of wages based on attendance and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts. All documents and bills shall bear sign and stamp of firm .Further signature of coordinator appointed to deal with HVSU shall also be provided.
2. In case it is noticed and found at any stage that the statutory regulations relating to EPF, ESI bonus etc. are not being complied, HVSU shall have the right to deduct and withhold upto 50% of total monthly dues of the service provider till the time the proper documents showing proof of compliance are submitted

DURATION OF CONTRACT: •

1. The duration of this contract shall be **24 (twenty four) months** from the date of award of the services as is to be mentioned in the services order to be placed on the successful party. However the duration can be extended 7further on mutual consent and satisfactory completion of the period of the contract, on the terms and conditions deemed fit by the HVSU
2. In case it is found that the Service provider is not complying with the provisions of Minimum Wages Act, Employees Provident Fund Act, ESI Act and or any other statutory provisions as mentioned in tender, is

- liable to be terminated at any time by giving 30 days advance notice to the Service provider.
3. Service Provider shall have the right of coming out of the contract by giving a notice for 90 days in advance during its validity.
 4. HVSU shall have the absolute discretion to terminate the contract for any reason by giving 30 day notice.

SELECTION OF THE BIDDER:

1. The sealed envelopes containing the bids marked "**BID FOR MANPOWER REQUIREMENT FOR ALLIED SERVICES**" should be deposited/put in the Quotation Box kept in the Office of Haryana Vishwakarma Skill University, Room No. 202, Plot No. 76, HIPA Complex, Sector-18, Gurugram, Haryana on or before 2.30 PM on 27.12.2017. The tenders will be opened on the same day at 3.30 PM in the office of Haryana Vishwakarma Skill University, Gurugram in the presence of bidders/ their representatives who may like to be present. Date for opening of Financial Bids will be intimated to all bidders on the same day. The quotations received without application fees and the earnest money deposit will not be entertained and will be summarily rejected.
2. The technical competency of the bidder will be decided on the basis of the documents submitted by him through the committee formed by the University for this purpose.
3. The bidder is requested to submit list of clients along with contact details and phone numbers of the contact persons.

Deputy Registrar
HVSU

TECHNICAL BID

- 1) Name & Address of the Tenderer :
- 2) EMD
 - i) (DD No., date & Bank) :
 - ii) Tender Fee (Detail) :
- 3) Registration No. with EPF :
- 4) Registration No. with ESI :
- 5) Registration No. with Labour Deptt. :
- 6) PAN NO. :
- 7) Registration No. Service Tax (TIN)/GST No. :
- 8) Statement of experience includes Name of the Firm along with contact detail, Period (From----- to-----), No. of year's value of the contract & manpower deployed:
- 9) IT return for the last 3 financial years (2013-14, 2014-15 and2015-16):
- 10) Authorization letter of signatory! Power of Attorney/Board resolution from the company in favour of authorized person to deal with tender and tender proceeding.
- 11) Duly signed and stamped copy of all pages of tender documents as an acceptance of all terms and conditions tender documents.
- 12) License to engage in the business of private security agency by authority of DGP, Haryana.

FINANCIAL BID

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|--|
| Percentage of Service charges (in %) (on the gross monthly amount payable to per person engaged) |
| |

Note:

- **Percentage of service charges per month payable for each manpower before taxes has to be mentioned only. If the format is deviated then the tender will summarily be rejected.**

For M/s.

Authorized Signatory With Seal.

Date :
Place :

Name :
Designation:

ANNEXURE 'C'

UNDERTAKING
(On company letter head)

- We declare that we are not a defaulter to any Govt. organization/PSU since last 2 years from the date of issue of this tender
- We confirm with acceptance to the Instructions and Terms & Conditions as given in Bid Document..
- We also confirm that this Tender has been thoroughly read while filling up the Bid and all information filled and documents provided by us are true to best of our knowledge and belief.

(Signature of bidder)