

Cost of Application Form: Rs. 1000/-
Sr. No.: _____
Date of Sale : _____

Office of the District Information Technology Society Panipat.

TENDER NOTICE

Sealed tenders on behalf of the District Information Technology Society Panipat are invited under two bid system i.e. “Technical Bid” and “Financial Bid” from registered, reputed and financially sound Manpower Firms for providing outsourcing services for Junior Programmer, Data Entry Operators, Peons and other manpower for a period of one year. Service Provider having at least Three years experience (out of which two year experience must be of Govt./ Semi Govt. Organization) and having minimum annual turnover of **One Crore (Rs 1,00,00,000)** in last Three year ESI, EPF, GST and PAN Nos from the concerned department of the Government for providing various Manpower as mentioned above shall be eligible. Term & Condition can be see on official website panipat.gov.in.

The interested agencies should send their offers in tender documents which is to be obtained from the office of the District Information Technology Society Panipat, with a non-refundable cost of **Rs. 1000/-** D.D or may be downloaded from website **panipat.gov.in** (DD worth **Rs. 1000** to be deposited as fee) and deposit it alongwith **Earnest Money of Rs. 2,00,000 /-** in the shape of **Demand Draft in favour of the District Information Technology Society, Panipat** payable at, Panipat so as to reach in the office of the SDM-CUM-MS, Panipat, latest by **24.06.2019 upto 12:00 Noon** duly described on envelope **“Technical Bid” and “Financial Bid” separately-Tender for Outsourcing Services**. The Technical Bids will be opened on the same day at **02:00 PM** in the office of the **SDM-CUM-MS, Panipat** in the presence of bidders who may like to be present and Financial Bid opened on **25.06.2019 at 02:00 PM** in the office of **SDM-CUM-MS** in the presence of bidders who may like to be present.

The Deputy Commissioner-cum-chairman DITS has the right to accept or reject any / all tender (s) without assigning any reason.

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Deputy Commissioner-cum-
Chairman DITS, Panipat

DETAILED NOTICE INVITING TENDER

NAME OF WORK	PROVIDING MANPOWER
TIME LIMIT	ONE YEAR
EARNEST MONEY	Rs 2,00,000/- (Rs Two Lac only)
LAST DATE OF SALE OF TENDER	24.06.2019
LAST DATE OF RECEIPT OF TENDER	24.06.2019 up to 12:00 Noon
DATE OF OPENING OF TENDER (TECHNICAL BID)	24.06.2019 at 02:00 PM
PLACE OF OPENING THE TENDERS	SDM-CUM-MS, DITS Panipat

Manpower Requirement

Sealed Tenders are invited from authorized agencies for deploying J.P., Data Entry Operator, Peon and other manpower. The number of manpower may be increased or decreased at any time without assigning any reason.

General Terms and conditions

1. The bids have been invited under two bid system i.e. Technical bid and financial bid. The interested agencies are advised to submit two separate sealed envelopes describing “**Technical Bids for Tender for outsourcing Services**” and “**Financial Bids for Tender for outsourcing Services**”. The Bidder shall quote the Technical and Financial Bids as per the format enclosed at Annexure 1 and 2.
2. The earnest money deposit (EMD) of **Rs. 2,00,000/- (Rupees Two Lakh Only)**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft in favour of District Information Technology Society Panipat, (Payable at Panipat) Tenders not accompanied by earnest money of the requisite amount will be summarily rejected. The Earnest Money Deposited shall be treated as a Security Deposit if the offer is accepted by the Competent Authority. No interest shall be paid by the Department on earnest money or security deposit. EMD of unsuccessful bidders shall be returned after the award of the contract. Successful bidder shall also provided extra security of **Rs. 2.00,000/- (Rupees Two Lakh only)** other than EMD to DITS Panipat with in week after the acceptance of Bid.
3. Govt. instruction issued vide No. 43/5/2001-3GII Dated 20-02-2014 and guideline issued vide No. 43/5/2001-3GII Dated 10-02-2015 by the Chief Sectary Haryana strictly followed by the agency in matter of service charges etc. i.e. If service charges @ 2% or less quoted by the agency for providing manpower, tender may be declined.

4. **The tenderer may not offer rates of service charges at zero margin or rates which are not rounded. For Example:- rates quoted like 2.002%, 2.001%, 2.0001% or 2.0009% will not be entertained.** It is necessary that the tenderer must quote sufficient price by observing all the payments like Service tax, TDS at the percentage fixed by the Govt. from time to time, otherwise the offer will be rejected. **The committee is fully authorized to reject the insufficient rates quoted by the tenderer. In case rates are tied then the service provider shall be decided by way of draw system. Draw shall be held by the committee in the presence of tenderers.**
5. The staff deployed will be issued identity card by the contractor which will be required to be displayed at the time of duty.
6. The envelope containing Technical Bid shall be opened first on the scheduled date and time in the office of SDM-CUM-MS, DITS Panipat in the presence of the representative of the Firms/Agencies, who wish to be present on the spot at that time. Financial Bids of Technical qualified/eligible bidders only shall be opened in presence of short listed contractors or their authorized representatives. In case the date fixed for opening of Bids is subsequently declared as holiday by the Government, the Bid will be opened on next working day, however, time and venue remaining unaltered.
7. As regards J.P., Data Entry Operators etc. the agency will have to depute the same as per qualification prescribed by Information & Technology Department, Haryana, Chandigarh. (available at the website <http://haryanait.nic.in>)
8. The Contractor will provide his PAN number, EPF & ESI number of the employees & make sure the payment of EPF, ESI, and GST & TDS is deposited in the concerned head/account. If any irregularity is found then the amount of EPF, ESI, GST etc. will be deducted from the contractor bill. The agency should also attach proof of ESI, EPF contribution made of their employees for last three months.
9. In case of any misbehave or disobey of the order of the officer in-charge the contractor will responsible for the discharge of duty.
10. If the contractor after award of contract fails to perform the assigned work or he discontinues the contract before the expiry of the period his security will be forfeited.
11. The Security Deposit of the contractor shall be refunded after successful completion of the contract period. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contracted/executed under the contract.
12. The contract shall generally be awarded to the lowest bidder as per the Bid Evaluation Criteria complying with statutory norms. However the competent authority does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either in full or in part without assigning any reason.
13. The Successful agency shall provide a non-judicial stamp paper of Rs. 100/- for preparing a contract/ agreement. The successful tenderer shall enter into a contract/ agreement with the DITS as per the terms and conditions of the tender within one month from the issue of letter of acceptance or whenever called upon to do so by the DITS whichever is earlier.

14. The agency should not have been blacklisted by any Central / State Government Department / Organization & No court case/Legal proceeding pending against the agency regarding EPF, ESI, GST etc. **Affidavit for the same must be attached.**
15. Each page of tender document and supporting documents must be signed by tenderer.
16. Only one offer shall be accepted from a proprietor/partner (i.e. under one denomination of agency) irrespective of his/her offers under different agency denominations. In case it is found that the same person has applied for tender under different agency denominations, all such pre-qualification forms and tender offers from such person shall be rejected.
17. The incomplete or conditional bid shall not be considered and will out rightly be rejected.
18. Tenders who do not fulfill all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reasons.
19. Deputy Commissioner-cum-Chairman, District Information Technology Society Panipat reserves the right to modify the terms and condition and / or cancel the contract at any time.

Agency's Representations and Warranties:-

The agency hereby represents warrants and confirms that the agency:

1. Has full capacity, power and authority to enter into the agreement and during the continuance of the agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein, has taken and shall continue to take all necessary and further actions (including but without limiting to obtaining the necessary approval/consents in all applicable jurisdiction) to authorize the execution, delivery and performance in this tender.
2. The agency shall ensure that all wages and allied benefits like EPF, ESI etc. are paid to their employees. The agency shall remain liable to the authorities concerned for compliance of the respective existing rules, statute and regulations of the Govt. for this purpose and shall remain liable for any contravention thereof. The agency shall have to abide by the minimum wage legislations and must pay minimum wage as per law to their staff deployed for the purpose of this contract.
3. The agency shall also deploy reliever/relievers as required in such a way that agencies staff (including the reliever) shall get weekly rest.
4. The Agency shall make proper verification of the particulars of their employees and issue proper identity cards to those employees who are deployed by them at any time for the purpose of this contract in order to facilitate verification of their identity. They shall always wear the identity card while at the office premises.
5. The agency shall open the bank accounts of its staff deployed and shall pay their monthly salaries through / NEFT in their respective names.
6. The agency selected for the award of the work shall not sub contract / sublet the work during the entire tenure of the contract.

LEGAL:-

1. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the person deployed by it in this office.
2. Wages means the rates of wages fixed by the Deputy Commissioner, Panipat for the trade and employment which covered under the Minimum Wages Act 1948 (Act No. 11 of 1948). The rate quoted should not below the DC rate. The firm quoting rate below DC rate will be summarily rejected.
3. Wages as per the Minimum Wages Act would be payable. The wages are variable in nature, and would be made applicable as per the circular issued by the competent authority to this effect from time to time and the Agency should submit a copy of the Circular while claiming the increased wages as per the circular.
4. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills and the Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. If any amount still required to be recovered, the same will recovered through process of Law.

I/We certify that I/We have read the terms and conditions as given in the service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages Act, 1948 along with all other statutory dues as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc to his employees. The service provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, State /UT Contract Labour/(R&A) Rules, 1974, EPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

Place: - _____

Signature

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

Packet-I (Sealed) containing Technical Bid

- (i) Earnest Money Deposit of Rs. 2, 00,000 /-.
- (ii) Completed Tender Form (duly signed on each page. No page should be altered of the tender form.
- (iii) Attested copy of PAN Card of proprietor
- (iv) Attested copy of GST registration certificate.
- (v) Attested copy of the PF registration letter/certificate.
- (vi) Attested copy of the ESI registration letter/certificate.

NB- All copies must be attested/ self attested with seal of firm.

Packet-II (sealed) containing the Financial Bid

Financial Bid on the letterhead of the Firm/Company

The packet I and II shall be placed in a single envelope and it should be sealed and superscripted as “Quotation for Outsourcing services”.

ANNEXURE 1

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For the tender of Outsourcing Services for Manpower

Name of the Firm applying for providing outsourcing services			
Name of Proprietor /Partner			
Full Office Address			
Telephone/FAX/Mobile No./email of the Firm			
Mobile number of the Proprietor /Partner /Authorized Person to be contacted			
Details of Earnest Money Deposit DD No & Date			
Banker of Firm/Agency with full address			
Firm Registration No. /Date of Registration (Attach Proof)			
Firm Registration No. /Date of Registration (Attach Proof)			
Details of PAN No.			
The details of GST No. allotted to organization/firm.			
Details of Registration with the authorities of ESI/EPF/ Registration/license issued by the DGP Haryana.			
Financial turnover of the tendering Firm/Agency for the last Three Financial Years (Attach proof)			
Whether the bidder possessed the requisite 1. experience, if yes, give details 2. (Separate sheet be attached, if needed.)	Year	No. of Employee	Name of Office Where Employees Provided
	2016-17		
	2017-18		
	2018-19		
Remarks, if any			

Sign with seal

ANNEXURE 2

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For the tender of Outsourcing Services for Manpower

1. Name/Address of tendering Firm :

2. Rates are to be quoted in the format given below, on the letterhead of the Firm/Company on monthly basis and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc. if any).

Particulars	Percentage (%)	Remarks
EPF		
ESI		
SERVICE CHARGE		
GST		
Labour Welfare Fund		

Date : Signature & Seal of the Tenderer

Place: Name:

Note:

- The tenderer should take care that the details, rate and amount should be written in such a way that interpolation is not possible. No blanks/overwriting in the Financial Bid will be allowed and such type of mistake shall make the tender liable for rejection straightway. Each and every column should be filled in the financial bid.
1. All entries in the Tender Form should be legible and filled clearly, neatly and accurately. Any alteration, erasing or over-writing would make tender invalid. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.