

**DIRECTORATE OF SCHOOL EDUCATION HARYANA,  
(Shiksha Sadan, Sector-5, Panchkula)**

**TENDER NOTICE**

Directorate of School Education Haryana, Panchkula intends to engage Drivers through outsourcing in the Office of Director School Education, Haryana, Panchkula for a period of six months. Sealed Tenders along with earnest money of Rs. 10,000/- in the shape of pay orders or demand draft in favour of Director School Education, Haryana payable at Chandigarh, are invited from the registered agencies/Service providers. The interested outsourcing agencies should send their offers alongwith earnest money in the sealed cover in the format which can be obtained from this Department on any working day or can be downloaded from the website **www.schooleducationharyana.gov.in** so as to reach the Directorate latest by 30/09/2011 at 1:00 PM duly super-scribed on envelop "Tender for outsourcing Drivers". The tenders will be opened on the same day at 3.00 P.M. in the presence of tenderers who may like to be present. The Director School Education Haryana, Panchkula reserves the Right to accept or reject any/all tender(s) without assigning any reasons.

DIRECTOR SCHOOL EDUCATION  
HARYANA PANCHKULA

**TENDER DOCUMENT FOR PROVIDING OUTSOURCING SERVICES TO  
THE DIRECTORATE OF SCHOOL EDUCATION  
PART-I  
ELIGIBILITY PARAMETERS**

Affix duly attested  
P.P Size recent  
photograph of the  
prospective bidder.

1.	Name of the Organization/Firm applying for providing outsourcing services	
2.	Postal Address	
3.	Telephone/FAX/Mobile No. of the Organization/Firm.	
4.	Status of the Organization/Firm (Whether Private or Public Sector undertaking or Sole Proprietor or Partnership or Cooperative Society etc) ? The tenderer should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
5.	Details of PAN/TAN No. obtained ( <b>attested copy of the document to be attached</b> )	
6.	Whether the tenderer possesses the requisite experience, if yes, give details Separate sheet be attached, if needed.	
7.	Particulars of Licence obtained from Labour/Home Department of the State /UT ( <b>attested copy of the document to be attached</b> ).	
8.	The details of Service Tax No. allotted to organization/firm.(Copy of document to be attached)	
9.	Details of Registration with the authorities in ESI/EPF/PPF Departments. ( <b>attested copy of the document to be attached</b> ).	
10.	Financial resources, assets in terms of tenderer's property (Movable and Immovable) held on the date of submission of tender (Latest audited balance sheet is also be to attached)	
11.	Details of earnest money. FDR/D.D. No. .... Name of Bank	
12.	Profile of the organization 1. <u>Technical</u> Manpower on roll any post (Govt. Department). ii. <u>Financial</u> Annual turnover in Lacs. iii. <u>Miscellaneous</u> ISO certification of the firm. Yes/No.	
13.	Declaration in the form of Affidavit that the individual/Firm/Organization including its partners and share-holders, was not black listed / prosecuted by any Departments/Statutory Bodies in Haryana or by any Court of Law, and fully understood all the terms & conditions contained herein and undertake my self/ourselves abided by them is to be attached.	

**SIGNATURE OF THE TENDERER**

**ADDRESS** \_\_\_\_\_

**FINANCIAL BID**

**Lump sum Rates to be quoted for outsourcing of the manpower including wages, EPF, ESI, Service Tax, Administrative charges etc.**

<b>Sr. No.</b>	<b>Name of the Activity</b>	<b>Lump sum Rates per month (in Rs.) per person</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
<b>1.</b>	Post of Driver.	

**Note:**

1. The rates quoted above shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the tenderer.
2. Leave reserver for weekly rest and other holidays/National holidays shall be provided by the Service Provider and no extra charges will be paid by Directorate of School Education, Haryana, Chandigarh.
3. The selected agency will have to sign a service agreement on the given format within seven days from the date of the receipt of work order.

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

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

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

Place:- \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Dated:- \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

## NATURE AND SCOPE OF WORK TO BE OUTSOURCED

Sr. No.	Location where manpower is required.	Activity to be outsourced	Scope of Work	Job requirements
(1)	(2)	(3)	(4)	(5)
1	Directorate of School Education, Haryana, Panchkula.	Posts of Drivers.	Driving of Vehicle	Middle Pass with Hindi with good physique and having valid driving license.

### **Minimum Eligibility Criteria :-**

Minimum criteria for eligibility is given below :-

1. The Agency/firm/organization should be registered under Company Act 1956, Society Registration Act/Trust Act etc.
2. Good financial strength having a minimum turnover of Rs. 10 Lakhs during each of the last three financial years. Audited balance sheet or CA's Certificate of last three years should be submitted.
3. Agency/firm/organization must have at least three years experience in the relevant field across cities/states preferably in the Government Sector.
4. Having minimum Fifty registered personnel in the relevant field. The list of such professionals shall be submitted alongwith Technical Bid.
5. Joint venture/Consortium/MOU will not be considered.
6. The offer should be for entire work and not for the part work.
7. The price quoted should be all-inclusive and not open-ended. Agency/firm/organization should keep their bid valid for 90 days from the date of submission of the bid.
8. Technical and Financial Bid should be submitted in separate envelopes.
9. Financial Bids shall be opened of only those Agencies/Firms/Organizations which shall fulfill the above mentioned conditions.
10. After fulfilling the eligibility conditions, Financial Quote shall be the deciding factor meaning thereby that any firm having fulfilled above conditions and lowest rates shall be L1. However, if L2 wants to match the rates it shall be allowed. Similarly L1 can also lower its rates further based on the negotiations.

11. Should have supplied minimum 50 personal during last three years (each year).
12. Firm should not have been blacklisted/debarred/penalized for non-performance.

However, other terms and conditions to be fulfilled by the Agency/Firm/Organization are to be defined by the Department.

### **TERMS AND CONDITIONS**

1. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or submitted without the earnest money deposit will be summarily rejected.
2. In case the date of opening of a tender declared is a holiday the tender shall be received/opened on the next following day at the same time.
3. The Agency will have to deposit security to the tune of Rs.10,000/- in the shape of "Fixed Deposit Receipt" covering the period of contract duly pledged in favour of the Director School Education, Haryana, Panchkula.
4. The manpower to be provided by the agency shall always remain the employee of the agency for all intents and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law.
5. All the persons provided by the service agency/provider should be healthy, physically fit and free from communicable diseases. The agency should quote the consolidated lump sum rates per month in respect of staff deputed in the Department including wages and other statutory liabilities and benefits such as PF, ESI etc. available to the employees under Labour/Minimum Wage Act.
6. The service provider shall be responsible for the attendance of his staff in the Department. In case of any staff of the agency remains absent or granted leave by them, they will send/arrange his/her substitute otherwise a penalty of Rs.100/- per day per person will be imposed upon him and the penalty so imposed will be deducted from the bill of the agency .
7. In case of inability of personnel deputed to the job in this Department, the same will be got done from the market at the risk cost of service

provider and amount will be deducted from the bill presented in the Department.

- 8.** In case the contractor discontinues the contract before the expiry of the period his security shall be forfeited.
- 9.** The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, parentage, residential address, date of birth, academic qualification, previous experience etc. along with a photograph of the person.
- 10.** The antecedents of the personnel deployed by the service provider should be credible and above board.
- 11.** The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the agency will be responsible. The Director School Education, Haryana, Panchkula will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Director School Education, Haryana, Chandigarh to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Department.
- 12.** That the agency shall not sub-let the contract to any other concern/individual.
- 13.** The Agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act and disburse the wages in the premises of the Department in the presence of person authorized by the Director on or before the 10<sup>th</sup> of each month. The PF/ESI contribution will be released after seeing the statement that the agency have deposited its part of the contribution in advance.
- 14.** The Agency will be responsible for the payment of statutory liabilities such as PF/ESI and other charges etc, if any, in respect of persons deputed in the Department and will submit the deposit challans

showing the individual figure of deposit for the previous month along with remuneration bill.

15. The service agreement will be for a period of six months from the date of taking over the charge of work. The Department may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions.
16. Income tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross Amount) of the Agency.
17. The Agency will have to deposit earnest money of Rs. 10,000/- with the tender in favour of Director School Education, Haryana, Panchkula in shape of pay order/demand draft payable at Chandigarh.
18. The agency awarded six months contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement.
19. The agency will be responsible for obtaining a license/renewing the license as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition )Act 1970 and the Department shall not be responsible for any damages/losses on this account.
20. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
21. The Director School Education, Haryana, Panchkula reserves the right to terminate this contract at any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
22. That in case of any dispute with regards to the service agreement, the same shall be subject to arbitration by the Director School Education, Haryana, Panchkula whose decision shall be final and binding on both the parties.
23. The outsource policy for engaging/outsourcing of services/activities issued by Government from time to time will be strictly followed by the outsource agency.
24. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

- 25.** All necessary reports and other information will be supplied immediately as required and regular meeting will be held with the department.
- 26.** The Department shall have the right, within reason to have any person removed that is considered to be undesirable or otherwise and similarly contractor reserved the right to change the staff with prior intimation to the department.
- 27.** The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges) failing which invites a penalty of Rs. 500/- each occasions and habitual offenders in this regard shall be removed from the department. The penalty on this account shall be deducted from the contractors bill.
- 28.** Any damage or loss caused by contractors persons to the department in whatever would be recovered from the contractor.
- 29.** Any liability arising out of any litigation (including those consumer courts) due to any act of contractors personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 30.** The Department will bear no responsibility in the even of any accident/death and in any case and any claim being enforced by any Court, the department will not bear any financial liability as the contractor shall bear all expenses in such cases.