

GURU GOBIND SINGH COLLEGE FOR WOMEN SECTOR 26, CHANDIGARH

Website: www.ggscw.ac.in
E-mail: principalggscw@yahoo.in
Phone No. : 0172-2792757/2791610

TENDER NOTICE: GGSCW/CLASS-D/2021/01

E-TENDER DOCUMENT

FOR

PROVIDING OF GROUP D EMPLOYEES

Guru Gobind Singh College for Women

Website: www.ggscw.ac.in
E-mail: principalggscw@yahoo.in
Phone No. : 0172-2792757/2791610

INSTRUCTIONS/GUIDELINES/TERMS AND CONDITIONS FOR THE TENDERER

1. A copy of e-Tender Notice is at **Annexure-‘A’**.
2. The Terms and Conditions as laid down in the Service Agreement for the award of contract for outsourcing of services/activities are at **Annexure-‘B’**.
3. The Scope of work and eligibility criteria is at **Annexure-‘C’**.
4. A copy of the terms of payment is at **Annexure-‘D’**.
5. Technical Bid Performa for evaluation of technical performance of the Tender is at Annexure-‘E’.
6. Price/Financial Bid Performa is at **Annexure-‘F’**.
7. A copy of undertaking regarding compliance of statutory obligations is at Annexure-‘G’.
8. An affidavit regarding Non-Black Listing/Non Prosecution is at **Annexure-‘H’**
9. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on **<http://etenders.chd.nic.in/nicgep/app>**.
10. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form, it shall be rejected out rightly.
11. Bids will be opened online as per time schedule mentioned in e-tender notice.
12. Before submission of online Bids, Bidders must ensure that self-attested scanned copies of all the necessary documents as mentioned in Schedule of requirement of this tender document have been uploaded with the Bid, failing which their bids will be out-rightly rejected and will not be considered.
13. The College will not be responsible for any delay in online submission of the Bids due to any reasons whatsoever.
14. It will be mandatory for all the Bidders to upload all the documents mentioned under ‘Tender Details’ template read under ‘Cover Details’.
15. Bidders should get ready with the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by the Bidders.
16. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
17. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
18. The Principal, Guru Gobind Singh College for Women shall not be responsible in case system fails to open the bids due to technical problems at the time of opening of bids.
19. Downloading and submission of Tender will be done by e-tendering process through the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep/app>**.

20. The Service Provider, being the employer in relation to persons engaged/employed by him to provide the services under the Service Agreement shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, which in any case shall not be less than the DC Rates/Minimum Wages as fixed or notified by the Deputy Commissioner, Chandigarh under the Payment of Wages Act 1936, Minimum Wages Act, 1948 (act XI of 1948) or fixed/notify by the department, Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, the Service Provider shall also make the payment of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees deployed under the service agreement.
21. Each page of the tender document and **Annexure 'A' to 'I'** should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. Any infringement of these conditioned will result into rejection of the tender.
22. **EARNEST MONEY DEPOSIT (EMD):** The Tender should be accompanied with Earnest Money of **Rs. 15,000/- (Rs. Fifteen Thousand Only)** to be paid in the shape of Bank Draft/Pay Order/Banker Cheque/FD/TDR of any Scheduled Bank to be pledge in favour of Principal, Guru Gobind Singh College for Women, Chandigarh which shall be valid for one year. No Tenderer will be exempted from submission of EMD. The EMD deposited by the tenderer in respect of another similar tender will not be considered against this tender. **Scanned copy of EMD issued by Bank duly attested and countersigned by the firms shall be uploaded.** The EMD of unsuccessful tenders will be refunded after finalization of the tender. No interest will be payable on EMD. The EMD will be forfeited, if the tenderer withdraws his/her bid after submission of the Tender. Tender without EMD received in physical form shall not be considered. **The demand draft must reach physically at the place of opening of the tender on or before the last date and time of the tender.**
23. **TECHNICAL BID:** The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Schedule of requirement of this tender document.
24. The **Financial Bid** through e-tendering of only those bidders will be opened who qualify in the Technical bid.
25. **FINANCIAL BID:** The Financial Bid shall be quoted by the bidder/tenderer through e-tendering. The Financial Bid should contain rates and self-attested scanned copy of tender document accepting terms and conditions of tender document. The rates should be mentioned in both figures as well as in the words. Any change in rates quoted by the tenderer afterwards will entail forfeiture of Earnest Money & Cancellation of tender and blacklisting of the firm as per instructions of the Chandigarh Administration.
26. The award of service contract, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non-judicial stamp paper, all of which finally form contractual obligations to be adhered to/performed by the bidder and the non-performance of any such obligations make the bidder liable for consequential effects i.e. blacklisting, forfeiture of EMD, Security Deposit and Performance Guarantee etc.
27. The bid shall not contain corrections, erasures or over writing in the financial bid except duly signed and stamped by the bidders at the time of opening the bid.

28. Tender received through e-tendering shall be opened by the Committee as per Schedule given in Tender Notice in the presence of tenderers or his/her authorized representative, if they wish to be present. In the event of the date of receipt of opening of Tender being declared a holiday, the due date of receipt/opening of the Tender will be the next working day at the same hours.
29. Tender is nontransferable.
30. **Black listing of tenderer:** Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per instruction of the Chandigarh Administration for non-fulfilling the requisite requirements of the tender documents/supply order or for concealing any information or for furnishing any false documents/statements in the tender.
31. **Arbitration:**
 Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. the Secretary, Sikh Educational Society, Chandigarh at the time of dispute. The venue of Arbitrations shall be at Chandigarh.
- Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
32. The Tenderer should keep his offer valid for acceptance for a period of one year from the date of opening the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
33. The tender must be accompanied with a latest **Solvency Certificate for an amount not less than Rs. 1.00 lakh (Rs. One Lakh only) issued by any of the scheduled Commercial Banks in an acceptable form.**
34. **The quoted Administrative/Services charges by the tenderer shall remain valid for the whole period of contract for 1 year (i.e. covering the total period of agreement) and no enhancement in the rates under any circumstances shall be allowed,** by taking into consideration all his statutory obligations as well as his sole responsibilities as an employer/services provider of the persons to be engaged/employed by him for the execution of this Service Agreement viz :
- i) To pay the wages/salaries notified by the Assistant Labour Commissioner, Chandigarh under the Payment of Wages Act, 1936 and Minimum Wages Act, 1948 **or fixed/notify by Deputy Commissioner, U.T., Chandigarh or fixed by the department,** Contract Labour (Regulation & Abolition) Act, 1970 and Rules framed there under, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Private Security Agencies (Regulation) Act, 2005, Maternity Leave Act, 1961 as applicable and as amended from time to time and or any other rules framed there under etc.
 - ii) To comply with the provisions of the Income Tax Act, 1961, GST etc., as applicable or as amended from time to time. Any other expense to be incurred in compliance with the provisions of the Service Agreement such as Uniform, Identity Card, Name Plates etc.
35. The tenderer may inspect the Area/Location, where the services are to be provided for assessing the work involved on any working day during office hours.

36. Only Registered firms are eligible to furnish tender and the tenderer(s) should attach an attested copy of the Registration Certificate/Partnership deed duly registered with the Registrar of Firms.
37. Subletting of contract is not allowed under any circumstances.
38. The tenderer(s) must furnish the latest valid Income Tax Clearance Certificate/PAN/TAN No., GST Number issued by the competent authority alongwith Technical Bid.
39. The tenderer(s) should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules 1971 framed there under and should furnish an self-attested copy of the valid Labour Licence issued by the Chandigarh Administration alongwith self-attested photocopies of paid challans in support of having deposited contribution of EPF/ESI/EDLI/GST with the concerned local authorities alongwith the Technical Bid.
40. The tenderer(s) are directed to submit their reasoned and justified rates of their Administrative/Service charges after taking into consideration the deduction of TDS and other statutory deductions payable at source etc. Any unreasonable or unjustified and offer of 0% Administrative/Service charges shall out rightly be rejected without assigning any reason.
41. The tenderer(s) should furnish a satisfactory working/performance certificate for providing 20 No. persons in a single contract for the last 2 years from an Institution(s)/Organization(s)/Govt. Department/Board(s)/Corporation(s), where he has outsourced the services
42. In case of violation of any of terms and conditioned as mentioned above, Earnest Money of the tenderer(s) shall be forfeited in full by the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh.
43. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tender, shall render the same liable for rejection.
44. The contract shall be awarded initially for a period of one year, which may be extendable to 2 more years (one year at a time) on the same rates, terms and conditions accepted by the tenderer(s) subject to good performance of the services and statutory compliance of all the terms and conditions of the Service Agreement. This will, however, be further subject to the approval of the Competent Authority.
45. The Principal, Guru Gobind Singh College for Women, Chandigarh Reserves the right to accept or reject any tender without assigning any reasons.
46. The tenderer must have valid labour license and license under the Private Securities Agencies (Regulation) Act, 2005 issued by the appropriate Authority of U.T., Chandigarh. The License should be valid for at least one year on the date of submission of the tender. The agencies not having the said license will not be entertained for allotment of tender and their tender will be out rightly rejected.
47. The tenderer(s) should have Annual Turnover of Rs. 10.00 lakhs during the last two financial years.
48. A copy of balance sheet of last two financial years i.e. 2018-2019 and 2019-2020 to be attached.
49. The Tenderer must have functional office in Tricity (Chandigarh, Mohali and Panchkula)
50. **Check List proforma duly filled and signed by the Tenderer to be attached with the tender document as per Annexure 'I'.**

Guru Gobind Singh College for Women

Website: www.ggscw.ac.in
E-mail: principalggscw@yahoo.in
Phone No. : 0172-2792757/2791610

THE e-TENDER NOTICE FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GROUP D EMPLOYEES" IN GURU GOBIND SINGH COLLEGE FOR WOMEN SECTOR 26 CHANDIGARH

S. No.	Date of Publication 05.04.2021	
1	Downloading of e-tender document	Start Date: 05.04.2021 at 10.00 A.M. End Date: 19.04.2021 at 1.00 P.M.
2	Date of submission of e-tender	Start Date: 05.04.2021 at 10.00 A.M. End Date: 19.04.2021 at 1.00 P.M.
3	Physical submission of EMD and other necessary documents	Start Date: 05.04.2021 at 10.00 A.M. End Date: 19.04.2021 at 1.00 P.M.
4	Opening of Technical Bid(online)	20.04.2021 at 11.00 A.M.
5	Opening of Financial Bid	After opening and evaluation of Technical Bid.

Conditions:-

Detailed Terms and Conditions are available in e-tender document.

1. The Bid document can be downloaded from the Chandigarh Administration e-tender website <http://etenders.chd.nic.in/nicgep/app>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from college website <http://ggscw.ac.in>.
2. The Competent authority reserves all rights to reject any or all the tenders without assigning any reason.

PRINCIPAL
Guru Gobind Singh College for Women
Sector 26, Chandigarh.
Phone: 0172-2792757/2791610

Guru Gobind Singh College for Women

Website: www.ggscw.ac.in
E-mail: principalggscw@yahoo.in
Phone No. : 0172-2792757/2791610

SERVICE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2021 between the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh (hereinafter referred to as the "GGSCW" unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s _____ a Firm/Partnership Firm constituted _____ having its registered office at

_____ (hereinafter referred to as "Service Provider") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their respective heirs, executors, administrators and successors/the partner(s)/the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be on the second part.

WHEREAS the Service Provider is engaged in the business of providing of "Group D Employees".

AND WHEREAS, the Service Provider has expressed his keen desire to provide the said services to the College under this Agreement.

AND WHEREAS, on the aforesaid representation made by the Service Provider to the College both the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

1. Service Provider's Representations and Warranties :

The Service Provider hereby represent, warrants and confirms that the Service Provider:-

has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to 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 action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.

has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, a capacity and capability to perform its obligations in accordance with the terms of this agreement and to the entire satisfaction of the Guru Gobind Singh College for Women, Chandigarh;

shall on the execution of this Agreement and while providing services to the, Guru Gobind Singh College for Women, Chandigarh, not to violate, breach and contravene any conditions of this agreement has complied with and obtained necessary permissions/licences/ authorizations under the Central, State and local authorities and had obtained all the required permissions/licences for carrying out its obligations under this Agreement.

2. Obligations of the Service Provider:

- (i) The Service Provider shall operate and provide service to Guru Gobind Singh College for Women, Chandigarh, as per the requirements elaborated in the Scope of Work at **Annexure-'C'**.

- (ii) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps for maintaining its performance as determined by the Guru Gobind Singh College for Women, Chandigarh from time to time.
- (iii) The assessment made by the College in the tender 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.
- (iv) If the Guru Gobind Singh College for Women, Chandigarh notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Services Provider who has to take corrective steps immediately to avoid recurrence of such incidents(s) and report to the Guru Gobind Singh College for Women, Chandigarh.
- (v) If any personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Guru Gobind Singh College for Women, Chandigarh or itself can take action in accordance with law.

3. Assignment of Agreement:

This Agreement is executed on the basis of the current management structure of the Service Provider. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith. The successful tenderer shall be required to execute this Agreement on stamp paper of appropriate value.

4. Terms of Agreement:

This Agreement shall be effective initially, for the period of one year from the date of issue of work order which may be extended beyond the period of one year on the same rate of Administration Charges, terms and conditions as accepted by the Service Provider subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement.

5. Security Deposit:

The Service Provider shall be required to deposit the requisite Security Deposit(Performance Security) amounting to Rs.2,00,000/- in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the Commercial Banks in an acceptable form drawn in the name of the "Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh" payable at Chandigarh, which shall remain valid for one year beyond 90 days covering the total contract period of service agreement of one year.

6. Bank Guarantee:-

The service provider shall be required to furnish a Bank Guarantee (on the prescribed format) to the value of Rs.2,00,000/- issued by any of the Commercial Banks, in an acceptable form duly pledged in favour of the "Principal, Guru Gobind Singh College for Women, payable at Chandigarh", at his own cost so as to underwrite against any claim arising out, at any time, in connection with the faithful performance of this Agreement. This Bank Guarantee shall remain valid for one year beyond 90 days covering the total contract period of Service Agreement of one year.

7. Forfeiture of Security Deposit:

Guru Gobind Singh College for Women, Chandigarh shall have absolute rights and powers for forfeiture of said Security Deposit, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this count shall be entertained.

8. Commencement of Services/Activities:

The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of assignment. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of default for non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the agreement. In case, the service Provider fails to commence the Services/Activities within 30 days from the date of assignment, it will be presumed that he is no more interested in taking over this Service agreement and the same shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

9. Recruitment/Removal of personnel by the Service Provider:

Recruitment/removal of workers "Group D Employees" by whom the services provided (i.e. no. of persons to be deployed as per their eligibility conditions) mentioned in the Scope of Work at **Annexure-'C'** to be deployed at Guru Gobind Singh College for Women, Chandigarh during the period of this Agreement shall be made on the recommendations of the Principal, Guru Gobind Singh College for Women, Chandigarh. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their name, age, parentage, address both residential and permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in Guru Gobind Singh College for Women, Chandigarh as well as any subsequent changes, if any, of his employees. The replacement of the workers shall be made by the Service Provider as and when required by the College.

10. Formulation of Mechanism and Monthly Duty/Assignment Chart:

On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and monthly duty/assignment chart for circulation in all the areas of their deployment in the Guru Gobind Singh College for Women, Chandigarh for the approval of the **Officer-in-Charge** of the said services. He shall visit the Guru Gobind Singh College for Women, Chandigarh in order to interact with Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh, for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Incharge of concerned Unit. The Service Provider as well as the persons deployed by him on duty shall be duty bound to do the work given by the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.

11. Determination of quality of Services/Activities:-

The decision of the Principal, Guru Gobind Singh College for Women, Chandigarh with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. The Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh shall also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any or all parts of the security Deposit.

12. Supervisory Control:

The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the Guru Gobind Singh College for Women, Chandigarh.

13. Surprise Check:

The Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh or any other officer(s) so authorized by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of persons(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider is not upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/ deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately take notice of the same and replace the particular person(s) so deployed.

14. Relationship of Persons deployed by Service Provider with Guru Gobind Singh College for Women, Chandigarh.

The persons so deployed by the Service Provider for the execution of this Agreement shall be the employees of the Service Provider for all intents and purposes and in no case, there shall be any relationship of master-servant or employer and employee between the said persons and the Guru Gobind Singh College for Women, Chandigarh, either implicitly or explicitly.

15. Medical Examination and Verification of Character and Antecedents:

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before their deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost, within a period of one month from the date of deployment of such person.

16. Terms of Payment/Submission and Verification of Bills:

The terms of payment/submission and verification of bills/fees and charges for the service/activities to be rendered by the Service Provider are at **Annexure 'D'** as agreed to between the parties.

17. Discipline and conduct:

- (i) It is the responsibility of the Service Provider to provide the uniform to its personnel and expenditure on this account shall be borne by the Service Provider. The wearing of uniforms by the personnel(s) of the Service Provider deployed on duty in the Guru Gobind Singh College for Women, Chandigarh shall be compulsory. If any persons, while on duty, is found without uniform. Penalty shall be charged @50/- per personnel per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. The Principal, Guru Gobind Singh College for Women however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit?
- (ii) The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in Guru Gobind Singh College for Women, Chandigarh and may be inspected at any time by the officers so authorized by the Principal, Guru Gobind Singh College for Women, Chandigarh. The Guru Gobind Singh College for Women, Chandigarh may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
- (iii) In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Principal, Guru Gobind Singh College for Women, Chandigarh or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.

- (iv) The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as to ensure smooth and uninterrupted functioning of the Services/Activities within the Scope of Work at **Annexure- 'C'** and no extra payment shall be made to the reservist(s).
- (v) The Services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of this Guru Gobind Singh College for Women, Chandigarh. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/ defect/deficiencies as pointed out by the authorities from time to time.
- (vi) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any personnel(s) to raise any dispute or claim whatsoever against Guru Gobind Singh College for Women, Chandigarh and under no circumstances Guru Gobind Singh College for Women, Chandigarh be deemed or treated as the employer in respect of any personnel(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the Guru Gobind Singh College for Women, Chandigarh be liable for any claim(s) whatsoever, of any such personnel(s).
- (vii) The Service Provider should ensure that the personnel(s) so deployed by him in Guru Gobind Singh College for Women, Chandigarh shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Guru Gobind Singh College for Women, Chandigarh from time to time. In case of any deficiency in services or disobedience by the personnel(s) so deployed by the Service Provider, the Principal, Guru Gobind Singh College for Women, Chandigarh shall be at liberty to impose a penalty up to Rs. 1,000/- for each such lapse giving him an opportunity of being heard in person. The decision of the Principal, Guru Gobind Singh College for Women, Chandigarh shall be final and binding on the Service Provider. The Guru Gobind Singh College for Women, Chandigarh shall have further right to adjust, readjust or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the service provider.

18. Nature of Agreement:

The parties hereto have considered and agreed to and have a clear understanding on the following aspects.

- (i) This Agreement does not create and shall not deem to create any master-servant or employer-employee relationship between Guru Gobind Singh College for Women, Chandigarh and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any persons that the Service Provider is representing or acting as agent of Guru Gobind Singh College for Women, Chandigarh except to the extent and purpose permitted herein.
- (ii) This 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 personnel(s) employed by the Service Provider for providing services as mentioned herein, will be the employees of the Service Provider only and not of Guru Gobind Singh College for Women, Chandigarh. The Service provider shall be liable to make payment to its employees towards their statutory dues like Minimum Wages, Employees Provident Funds, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.
- (iii) The Guru Gobind Singh College for Women, Chandigarh, shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's Employees /agents directly and/or indirectly, in any manner, whatsoever.

19. Statutory Compliance(s):

- (i) The Service Provider shall obtain all Registration(s)/ Permission(s)/ License(s) etc. which are/may be required under any labour laws or other legislation(s) for providing the services under this Agreement.
- (ii) 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 services under this Agreement. The Service Provider shall indemnify and shall always keep Guru Gobind Singh College for Women, Chandigarh indemnified against all losses, damages, claims, actions taken against Guru Gobind Singh College for Women, Chandigarh by any authority/office in this regard.
- (iii) The Service Provider shall undertake to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulation and Abolition) Act, 1970 and Rules framed there under, as applicable, for carrying out the purposes of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such personnel(s) 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 laws, if any.

20. Indemnification:

- (i) The Service Provider shall keep the property of Guru Gobind Singh College for Women, Chandigarh indemnified through a Fidelity Bond of Rs. 2.00 Lac (Two Lac only) issued by Nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by personnel(s) deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his own cost. In case Guru Gobind Singh College for Women, Chandigarh is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on Guru Gobind Singh College for Women, Chandigarh in this respect.
- (ii) The Service Provider shall at all times indemnify and keep indemnified Guru Gobind Singh College for Women, Chandigarh against any claim on account of disability/death of any its personnel caused while providing the services within the premises of Guru Gobind Singh College for Women, Chandigarh, which may be made under the Workmen's Compensation Act, 1923 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequences of any accident or injury sustained by the worker or the personnel of the Service Provider or in respect of any claim, damage or compensation under Labour Laws or other Laws or rules made there under by any personnel(s) whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of Guru Gobind Singh College for Women, Chandigarh shall be as provided herein before.
- (iii) The Service Provider shall at all time indemnify and keep indemnified the Guru Gobind Singh College for Women, Chandigarh, against any claim by any third party for any injury, damage to the property or person of the Third party or any 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 Guru Gobind Singh College for Women, Chandigarh, premises or before and after that.

- (iv) That, if at any time, during the operation of this Agreement or thereafter, Guru Gobind Singh College for Women, Chandigarh, is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or Tribunal, to pay any amount whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. 20(i), 20(ii), 20(iii), the Service Provider shall immediately pay to Guru Gobind Singh College for Women, Chandigarh all such amount and costs also and in all such cases/events, the decision of Guru Gobind Singh College for Women, Chandigarh shall be final and binding upon the Service Provider. The Guru Gobind Singh College for Women, Chandigarh shall be entitled to deduct any such amount as aforesaid, from the Security Deposit/ Bank Guarantee and or from any pending bills of the Service Provider.

21. Liabilities and Remedies:

- (i) In the event of failure of the Service Provider to provide the service or part thereof as mentioned in this Agreement for any reasons whatsoever, the Guru Gobind Singh College for Women, Chandigarh, shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay to Guru Gobind Singh College for Women, Chandigarh, the difference of payments made to such other sources besides damages at double the rates of payment made by Guru Gobind Singh College for Women, Chandigarh, to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service Provider to deposit the damages charges with the Guru Gobind Singh College for Women, Chandigarh, within the stipulated period of 15 days, the same will be recovered by Guru Gobind Singh College for Women, Chandigarh, from the pending dues, if any, etc. of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full.
- (ii) In the event of exigencies arising due to the Death, Infirmary, Insolvency etc. of the Service Provider or any for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh, may think proper in public interest.
- a) Legal heirs in case of sole proprietor,
 - b) The Partners, in the case of Partnership firms, Directors & Other persons responsible for managing day to day affairs of Company.
 - c) Otherwise the Principal, Guru Gobind Singh College for Women, Chandigarh shall reserves the right to settle the matter according to the circumstances of the case, as it may think proper.

22. Losses Suffered by Service Provider:

The Service Provider shall not claim from Guru Gobind Singh College for Women, Chandigarh any damages, cost, charges, expenses, liabilities etc. arising out of performance/ non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the service under this agreement.

23. Termination:

The contract may be terminated in any of the following contingencies:

- (i) On the expiry of the contract period, without any notice;
- (ii) By giving 3 months' notice in case :-
 - (a) The Service Provider consistently provides unsatisfactory services.
 - (b) The Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/activities.

- (c) The Service Provider is declared insolvent by any Court of Law.
- (d) The Service Provider is not interested to complete/continue the Services/ Activities.
- (e) The Service Provider commits breach of any covenant or any clause of this Agreement, Guru Gobind Singh College for Women, Chandigarh, may send a written notice to Service Provider to rectify such breach within the stipulated time as 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 pay the losses or damages on account of such breach to Guru Gobind Singh College for Women, Chandigarh.
- (f) The Guru Gobind Singh College for Women, Chandigarh, shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- (g) In the event of termination of this service agreement, as explained in Para 23(ii)(a) to (f) above, the Guru Gobind Singh College for Women, Chandigarh, shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall be liable to pay forthwith to Guru Gobind Singh College for Women, Chandigarh, the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Service Provider does not deposit the damages charges with Guru Gobind Singh College for Women, Chandigarh, within the stipulated period of 15 days, the same shall be recovered from his pending dues, if any, in addition, the amount of Security Deposit in full shall stand forfeited.
- (h) The Head of Department of the concerned department shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of black-listing is passed an opportunity of being heard shall be afforded. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
 - (i) Dishonest/ fraudulent/ sharp practices indulged in by the party concerned.
 - (ii) Misappropriation of Government moneys.
 - (iii) Advancing a claim on the basis of forged documents.
 - (iv) Material concealment/suppression of facts or gross misrepresentation of facts.
 - (v) Conviction for an offence involving corruption or any other serious act or conduct etc.
 - (vi) Any other case or situation involving National security.
 - (vii) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.

Provided that during the notice period for termination of agreement, the Service Provider shall continue to provide the services/activities smoothly as before till the expiry of notice period

24. Removal of personnel on termination of Service:

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the agreement and ensure that no person shall create any disruption/ hindrance/ problem of any nature to the Guru Gobind Singh College for Women, Chandigarh.

25. Composition and address of Service provider:

(i) The Service Provider shall furnish to Guru Gobind Singh College for Women, Chandigarh, 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 Services provider.

(ii) The Service Provider shall always inform to the Guru Gobind Singh College for Women, Chandigarh, in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his service contract with Guru Gobind Singh College for Women, Chandigarh.

26. 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 (es) or such other address (es) as may be intimated from time to time in writing.

Complete Address of Department

PRINCIPAL

Guru Gobind Singh College for Women,
Institutional Area, Sector 26, Chandigarh.

Complete Address of the Service Provider

27. Confidentiality:

It is understood between the parties hereto that during the course of the Service Agreement the Service Provider may have access to confidential information of U.T., Chandigarh, and he undertakes that he shall not without prior written consent of Guru Gobind Singh College for Women, Chandigarh, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive till the expiry of this Agreement or earlier termination thereof.

28. Amendment/Modification:

The parties can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representative of both parties hereto.

29. Severability:

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

30. Captions:

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

31. Waiver:

At any time any indulgence or concession granted by Guru Gobind Singh College for Women, Chandigarh shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession shall have been granted. Further, the failure of Guru Gobind Singh College for Women, Chandigarh to enforce, at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this Agreement nor in any way affect the validity of this agreement or any part thereof or the right of Guru Gobind Singh College for Women, Chandigarh to enforce the same in part or in the entirety of it, Waiver, if any, has to be in writing.

32. Dispute Resolution:

In the event of any dispute related to the interpretation 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 the sole Arbitrator i.e. the Secretary, Sikh Educational Society, Chandigarh which shall include an acting/ officiating Secretary Social Welfare, Chandigarh Administration. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the SGGS Complex, Sector-26, Chandigarh.

33. Force Majure:

Any failure or omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party against the other, if such failure or omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane , or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts and strikes , riots , curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection , provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force Majure condition.

34. Governing Law/Jurisdiction:

The applicable law governing this Service Agreement shall be the Law of India. The Courts of Chandigarh alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no Court outside and other than Chandigarh Court shall have jurisdiction in the matter.

35. Two Counterparts:

This Agreement is made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of Agreement, it shall be taken that terms are acceptable to the Service Provider.

36. List of Annexure:

ANNEXURE 'A'- Tender Notice
 ANNEXURE 'B'- Terms and conditions laid down in Service Agreement
 ANNEXURE 'C'- Scope of Work and Eligibility Criteria
 ANNEXURE 'D'- Terms of Payment
 ANNEXURE 'E'- Technical Bid Performa
 ANNEXURE 'F'- Price /Financial Bid Proforma
 ANNEXURE 'G'- Undertaking regarding compliance of statutory obligations.
 ANNEXURE 'H' Affidavit regarding Non-Black Listing/ Non- Prosecution.
 ANNEXURE 'I'- Checklist duly filled

IN WITNESS WHEREOF, THE GUR GOBIND SINGH COLLEGE FOR WOMEN, CHANDIGARH AND THE SERVICE PROVIDER ABOVE SAID HEREINTO SUBSCRIBE THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES :-

Signed, Sealed and Delivered

WITNESSES

- 1. Name _____
Designation _____
Date _____

- 2. Name _____
Designation _____
Date _____

For and on behalf of the GGSCW, Chandigarh.

Signed, Sealed and Delivered

WITNESSES

- 1. Signature _____
Name _____
Designation _____
Date _____

- 2. Signature _____
Name _____
Designation _____
Date _____

For and on behalf of the Service Provider

Guru Gobind Singh College for Women

Website: www.ggscw.ac.in
 E-mail: principalggscw@yahoo.in
 Phone No. : 0172-2792757/2791610

Annexure- 'C'

SCOPE OF WORK

The work involves providing Group D employees through outsource in O/o Principal Guru Gobind Singh College for Women Sector 26, Chandigarh. The detail of required staff is as under:-

Sr. No.	Gateman	Peon	Chowkidar	Mali	Sweeper	Orderly	Total
1	0	02	0	0	01	0	03

Minimum Qualification:-Middle Standard passed.

Emoluments :- DC Rates Rs.16053/-

The number of manpower may increase/decrease depending upon the requirement as envisaged by the department.

The manpower deployed through service provider for the above said categories should be between the age group of 18-50 years. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

Guru Gobind Singh College for Women

Website: www.ggscw.ac.in
E-mail: principalggscw@yahoo.in
Phone No. : 0172-2792757/2791610

TERMS OF PAYMENT

1. The Service Provider, being the employer in relation to persons engaged/ deployed by him shall alone be responsible to provide the Service/Activities under this 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 notified by Deputy Commissioner, Chandigarh from time to time under the Payment of Wages Act 1936 and Minimum Wage Act, 1948** alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees. The Service Provider shall also have to observe compliance of all relevant Labour Laws as applicable viz. Payment of Wages Act,1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee State Insurance Act,(1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rule 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 him.
2. All the payment shall be made by the Guru Gobind Singh College for Women, Chandigarh, after deducting Income Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
3. **Raising of Bills and Payment thereof:**
The Service Provider shall open the bank accounts (Aadhar Link) of the each individual employee/ worker in any scheduled/nationalized bank within 15 days from the awarding of the contract at his own. The salary/wages of each employee/ worker to be deployed in Guru Gobind Singh College for Women, Chandigarh shall be deposited in their bank accounts directly and a detail of the bank account of individual employee/worker and detail of their wages paid for the preceding month shall be submitted to the office of the Guru Gobind Singh College for Women, Chandigarh along with salary/wages bill of next month. The payment for the next month will be made only after submission of said documents to Guru Gobind Singh College for Women, Chandigarh to its satisfaction. The service provider shall submit the bill by the 2nd day of every calendar month in Guru Gobind Singh College for Women, Chandigarh, who will scrutiny the bills in detail and if any discrepancy is found in the bills, the same will be intimated to the Service Provider without any delay and the Service Provider after removing the queries /discrepancies shall submit the bill in Guru Gobind Singh College for Women, Chandigarh on the same day i.e. 2nd of every month. Since, it is a time consuming process, therefore, the Service Provider shall ensure that payment to his employees is made by him from his own resources by 7th of the every month through their bank account directly under intimation to the Guru Gobind Singh College for Women, Chandigarh and without waiting for the payment of his wage bills from Guru Gobind Singh College for Women, Chandigarh. However, before disbursing the payment to the employees/workers, the Service Provider should get the details of payment/wages verified from the Guru Gobind Singh College for Women, Chandigarh.

Format for Raising of Bill:

The Service Provider shall submit bill for the services/activities rendered as per details/ table given below:-

- a) Name of the Services/Activities _____
- b) Name & Address of the Service Provider _____
- c) Award of Service Contract No. & Date _____
- d) Date of commencement of the Services/Activities _____
- e) Period of Services Contract _____
- f) Administrative/Service Charges (in percentage) of _____
- g) Wage bill for the month of _____
- h) Bill No. _____ date _____ indicating the following breakup.

Sr. No.	1. Name of worker on regular duty. 2. Reliever(s) against persons on Regular duty.	Employee Code No	Bank Account No.	Aadhar Card No.	EPF NO	ESI NO	@ Basic Wages Not less than the Minimum Wages/DC rate)	Man days	Wages (w.r.t. Man-days)	Employee's share			Carry Home Salary	Employer's share		
										EPF of Wage	12% Basic	ESI 0.75% of Basic Wage		EPF 12% Of Basic Wage	EDLI 1% of Basic Wage	ESI 4.00 % of Basic Wage
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	

NOTE:-

Separate Bill in the above form shall be prepared by the Service Provider for the Reliever(s) against person(s) deployed on regular basis and submitted along with the Bill for regular persons deployed during each month. GST or any other tax as applicable as per Govt. Rules.

4. Instructions for raising the monthly bill

The Service Provider shall keep the following instructions in view while submitting the monthly wage bill(s).

- (i) The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at **Annexure 'C'** at the wages/rates fixed by the **Deputy Commissioner**, Chandigarh Administration for the category of posts from time to time and the Administration Charges (in percentage) approved for the Contract Period, but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by Guru Gobind Singh College for Women, Chandigarh.
- (ii) Separate details about the category of person (s) deployed in the respective month.
- (iii) Attendance Register, Muster Roll duly signed by the Service Provider and verified by the authorized officer(s) of Guru Gobind Singh College for Women, Chandigarh.
- (iv) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI /Income Tax/GST etc. to be tallied with the wage bill.
- (v) Acquaintance Rolls along with details of cheque to be issued to the concerned persons deployed be submitted to the concerned Accounts Branch of Guru Gobind Singh College for Women, Chandigarh disbursement of payments.
- (vi) The Service Provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in Guru Gobind Singh College for Women, Chandigarh is complete and no person has been left out and no supplementary bill shall be submitted thereafter.

- (vii) No person(s) has/have been engaged on contract basis in Guru Gobind Singh College for Women, Chandigarh without the prior approval of the competent authority.
- (viii) A spare/self-attested copy of bank scroll/bank challans in support of having deposited the amount of EPF, ESI, EDLI, GST etc. with concerned Department shall invariably be submitted to the concerned Accounts Branch for the disbursement of wages.

5. **Payment of Wages:-**

- (a) The Service Provider shall open a bank account in the Bank branch and he shall make the payment of wages to the persons so deployed by him through the same Bank. The employees of the Service Provider shall also open their individual accounts in the same Bank branch for the purpose of disbursement of salary through electronic transaction/ transmission. The Service Provider shall furnish details of disbursement of salary to the Accounts Branch of the Guru Gobind Singh College for Women, Chandigarh. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any person deployed with the concerned Branch of Guru Gobind Singh College for Women, Chandigarh by the end of last day of the prospective month.
 - (b) He shall be required to submit a copy of Challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code no., address of each person(s) so deployed, on account of the statutory compliance within 15 days of the disbursement of wages i.e. by 22nd of the month, failing which the payment of administrative/ service charges (Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self-attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not with Guru Gobind Singh College for Women, Chandigarh. Further, he shall arrange the disbursement of wages to the persons so deployed by him in units of this Corporation duly through crossed cheque except in cases of utmost urgency and in the presence of the authorized official/officer(s) of Guru Gobind Singh College for Women, Chandigarh. The Service Provider shall ensure that the cheques issued by him should not be dishonored under any circumstances. The responsibility for issuance of Annual statements of EPF deposits and ESI cards and wage slips to the persons deployed solely lies with the Service Provider.
6. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 2nd of month on the basis of original attendance-cum-work performance report and muster rolls duly verified by the concerned officer so authorised for the purpose, as under: -
- (i) The Attendance-cum-work performance report of the staff deployed for duties in various units shall be signed/verified by the Incharge of concerned units.
 - (ii) The payment shall be made to the Service Provider in due course of time after pre-audit of the bill and drawl of amount from Central Treasury/Bank on the approval/sanction of DHE.
 - (iii) A penalty @ 1% of monthly payment (i.e. whole of the amount of contract during the month) shall be imposed upon the contractor/service provider for non-payment of wages as per the date fixed under the Labour Act i.e. 7th of the every month. This penalty shall be adjusted/deducted from the EMD/security deposit at the time of completion of contract. However, if the contract is extended then the service provider will have to deposit the total amount of penalty so calculated during the year with the department.

7. Accounts and Records

- (a) The Service Provider shall maintain accurate record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Guru Gobind Singh College for Women, Chandigarh.
 - (b) The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report List, Relievers List, Muster Rolls, Ledger etc. to the Accounts Branch of Guru Gobind Singh College for Women, Chandigarh for the pre-audit of monthly Wage Bills from time to time.
 - (c) The Service Provider shall forthwith upon being required by the Guru Gobind Singh College for Women, Chandigarh 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 Guru Gobind Singh College for Women, Chandigarh 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 Guru Gobind Singh College for Women, Chandigarh. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the Guru Gobind Singh College for Women, Chandigarh for such discrepancies or overcharge.
 - (d) The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Compensation, Maternity etc. etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed there under for the category of persons employed by him from time to time or by the Central or State Government and/or any authority constituted by or under any law 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 he is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
8. I/We certify that I/We have read the terms and conditions as given in the Service Agreement (Annexure 'B'). 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 the Agreement and shall alone be responsible to provide the Service/Activities under this Service Agreement as well as to make payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as notified by the Deputy Commissioner, Chandigarh under the payment of Wages Act 1936 and Wages Act 1948 or fixed/notify by Deputy Commissioner, U.T., Chandigarh or fixed by the department from time to time along with all other statutory dues such as Employee Provident Fund, Employee State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to my/our employees. I/We shall also make strict compliance of all the relevant Labour Laws as applicable, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Chandigarh Contract Labour (R&A) Rules, 1974, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act, (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act 1961, 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 Law, for the category of persons deployed by me/us.

Signature of Tenderer
Name of the Bidder & Seal

TECHNICAL BID

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER

Sr. No.	Particulars	
1.	Name of the Person/Organization/Firm Location of his office complete address both residential and permanent and Telephone/Fax Nos. given or not?	
2.	Whether the tenderer has his functional office in Tricity (Chandigarh, Mohali and Panchkula) or not?	
3.	Status of Organization (whether Private/Public sector-undertaking/Sole Proprietor/ Partnership/Cooperative Society etc.? If so, a copy of the constitution/partnership deed of the firm duly registered with Registrar of Firms has been attached or not?	Yes/No
4.	Whether a copy of Resolution passed by the Executive body authorizing the specific Officer/partner for signing the documents for this tender has been attached or not?	Yes/No
5.	Whether the Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the commercial banks in an acceptable form, which is valid for one year and drawn in the name of the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh for an amount of Rs.15,000/- has been attached or not	Yes/No
6.	Whether the Solvency Certificate, issued by any of the commercial banks in an acceptable form for an amount not less than Rs.1.00 lakh (Rs. One Lakh only) has been attached or not?	Yes/No
7.	Whether the Technical bid and Price Bid have been attached or not	Yes/No
8.	Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of tenderer/firm has been attached or not ?	Yes/No
9.	Whether each page of the tender documents at Annexure 'A' to 'T' and other enclosures as well as cutting(s)/overwriting(s) have been signed/initialed with rubber stamp by the tenderer and also the forwarding letter has been attached or not by authorized signatory?	Yes/No
10.	Whether attested copy of valid Income Tax Clearance Certificate/ PAN/TAN No. issued by the competent authority has been attached or not?	Yes/No
11.	Whether the self-attested copy of GST No. issued by the competent authority has been attached or not?	Yes/No
12.	Whether an self-attested copy of all registration(s)/permission(s)/ licence(s) etc. such as valid Labour License/Licence issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Service Module) EPF, ESI & EDLI License/Code Number, which are required under any Labour Law and other Legislation for providing the services under the Service Agreement, have been attached or not ?	Yes/No
13.	Whether the tenderer(s) has attached or not an experience certificate of two years (2018-2019, 2019-2020) for providing minimum 20 persons in a single contract in Government Department/Offices/ undertakings/Boards Corporations etc. during the two years on the date of submission of tender.	Yes/No
14.	Whether a certificate attached or not to the effect that the tenderer has no any complaint from the Department/ Employee for less deposit of ESI/EPF/GST and no complaint of the employee pending in the court or police for EPF/ESI/GST at the time of applying for the tender.	Yes/No
15.	Whether a copy of your last 2 years Balance Sheet has been attached or not?	Yes/No
16.	Whether an affidavit that no case in any department for less/nonpayment of ESI/EPF is pending Deposition less/non deposition in employees Account against the tender/firm has been attached or not?	Yes/No
17.	Any other relevant information	

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of order.

Place: _____

Dated: _____

Signature of Tenderer with Seal

PRICE/FINANCIAL BID**DESCRIPTION OF WORK:**

E-TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GROUP D EMPLOYEES" IN GURU GOBIND SINGH COLLEGE FOR WOMEN SECTOR 26 CHANDIGARH AS PER SCOPE OF WORK MENTIONED IN ANNEXURE - 'A' SUBJECT TO FULFILLMENT FO OTHER TERMS AND CONDITIONS OF THE SERVICE AGREEMENT AT ANNEXURE - 'G'.

Analysis of the amount quoted:	(Please quote the rate) (No cutting/ overwriting)
The e-tenderer shall charge the administrative/service charges basic minimum wages (As per D. C. Rates) of the Group D employees to be provided as per e-tender document mentioned at Annexure - A	(In Figure): _____ (Percentage) on the
	(In words): _____ _____ (Percentage)
	From the above mentioned administrative/service charges, the e-tenderer shall be solely liable to pay/discharge the following responsibilities as per requirement of the various Acts/Rules, as amended from time to time, during the currency rate.
	Service or any other tax in accordance with the rules as applicable from time to time. Income Tax (TDS) deduction at source in accordance with the rules as applicable from time to time.

Note:- The tender shall be awarded to the tenderer, who quotes the lowest offer of Administration charges(in percentages) provided he fulfills all other terms and conditions of the tender document which also includes, bonus, gratuity(as applicable as per Contract Labour Act) keeping in view all obligations and responsibilities as an employer to be performed by them and as per requirement of the tender document offer as per Contract Labour Act during the currency of contract.

Goods & Service Tax (GST)/Other Govt. Taxes (if any) will be paid as per rules applicable. TDS and other deceptions shall be made as per Govt. Rules.

Only two digits after decimal point(viz 0.00) shall be considered in Financial bids and in case Bidder quotes rates consisting of more than two digits after decimal points, then only two digits after decimal points shall be considered in comparative statement of Financial Bid. The Government approved rate of administrative/service charges is Rs.0.01%.

Certified that I/We have the read instructions given the e-tender documents. I/We undertake to supply the required categories and number of manpower on the rates of Basic/Minimum Wages rates) and shall be solely responsible to discharge the liabilities as mentioned in Para (a) above, and the administrative/service charges proposed by me/us in Para (a) above, are inclusive of all charges within the specified period as per requirements in Guru Gobind Singh College for Women Sector 26, Chandigarh. I/We understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

Place: _____

Dated: _____

Signature of E-Tenderer _____

Name of the E-Tenderer _____

Address _____

UNDERTAKING

I/We (Name) _____ Service Provider/ Partner/ Sole Proprietor (strike out which is not applicable) of (Firm) _____ do hereby solemnly affirm, declare and undertake that:

1. I undertake to furnish a valid Labour Licence not less than the numbers of persons as mentioned in the Scope of Work at Annexure – ‘A’ for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the e-tenders(s).
2. In case, I do not possess the valid Labour Licence issued by the Chandigarh Administration for which the e-tender(s) have been furnished, I will submit an undertaking in the shape of an Affidavit to the effect that the required Labour Licence will be obtained from the Chandigarh Administration, if succeeded, in getting the service contract and furnish the same to this Institute within 7 days from the date of issue of letter of Intent, failing which the e-tender shall be rejected and Earnest Money be forfeited.
3. I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.
4. It is my responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
5. I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Chandigarh Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed thereunder for the category of persons employed by me from time to time or by the Central or State Government and/or any authority constituted by or under any law 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 I am fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
6. I shall give an undertaking by the 22nd of each month that I have complied with all the statutory obligations.

(Signature of the E-tenderer)

AFFIDAVIT

I/We _____ Name _____
Service Provider/ Partner/Sole Proprietor (strike out which is not applicable) of
(Firm) _____ do hereby solemnly affirm and declares that I/We/Our individual/ firm/
Companies are not blacklisted/prosecuted by any Central/State Governments/Union
Territories/Departments/Offices/ Statutory Bodies/ Autonomous Organizations/ Research
Institutions/any court of law or any partner or share holder thereof not directly or indirectly connected
with or has any subsisting interest in business of my/our firm.

DEPONENT

Place _____
Date _____

Address _____
Mob. No. _____
PAN/TAN No. _____
E-mail Address _____

VERIFICATION

Verified that the content of above affidavit are true and correct to the best of my/our
knowledge and belief. No part of it is false and nothing has been kept concealed therefrom.

Place _____
Date _____

DEPONENT

**(Note: To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive
Magistrate/Notary Public)**

CHECK LIST DULY FILLED TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Documents attached	Ref. to page No. where attached
1.	Name of the Person/Organization/Firm Location of this office complete address both residential and permanent and Telephone/Fax Nos. given or not?	Yes/No	
2.	Whether the tenderer has his functional office in Tricity (Chandigarh, Mohali and Panchkula)?	Yes/No	
3.	Status of Organization (whether Private/Public sector-undertaking/Sole Proprietor/Partnership/Cooperative Society etc.? If so, a copy of the constitution/partnership deed of the firm duly registered with Registrar of Firms has been attached or not?	Yes/No	
4.	Whether a copy of Resolution passed by the Executive body authorizing the specific Officer/partner for signing the documents for this tender has been attached or not?	Yes/No	
5.	Whether the Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the commercial banks in an acceptable form, which is valid for one year and drawn in the name of the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh for an amount of Rs.15,000/- has been attached or not,	Yes/No	
6.	Whether the Solvency Certificate, issued by any of the commercial banks in an acceptable form for an amount of Rs.1.00 lakhs has been attached or not?	Yes/No	
7.	Whether the Technical bid and Price Bid have been attached or not?	Yes/No	
8.	Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of Tenderer/firm has been attached or not?	Yes/No	
9.	Whether each page of the tender documents at Annexure 'A' to 'I' and other enclosures as well as cutting(s)/overwriting(s) have been signed/initialed with rubber stamp by the tenderer and also the forwarding letter has been attached or not by authorized signatory?	Yes/No	
10.	Whether attested copy of valid Income Tax Clearance Certificate/ PAN/TAN No. issued by the competent authority has been attached or not?	Yes/No	
11.	Whether the self-attested copy of GST No. issued by the competent authority has been attached or not?	Yes/No	
12.	Whether an self-attested copy of all registration(s)/permission(s)/ licence(s) etc. such as valid Labour License/License issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Service Module) EPF, ESI & EDLI License/Code Number, which are required under any Labour Law and other Legislation for providing the services under the Service Agreement, have been attached or not ?	Yes/No	
13.	Whether the tenderer(s) has attached or not an experience certificate of two years (2018-2019, 2019-2020) for providing minimum 20 persons in a single contract in Government Department/Offices/undertakings/Boards Corporations etc. during the two years on the date of submission of tender.	Yes/No	
14.	Whether a certificate attached or not to the effect that the tenderer has no any complaint from the Department/Employee for less deposit of ESI/EPF/GST and no complaint of the employee pending in the court or police for EPF/ESI/GST at the time of applying for the tender.	Yes/No	
15.	Whether a copy of your last 2 years Balance Sheet has been attached or not?	Yes/No	
16.	Whether an affidavit that no case in any department for less/nonpayment of ESI/EPF is pending Deposition less/non deposition in employees Account against the tender/firm has been attached or not?	Yes/No	
17.	Any other relevant information		

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of order.

Place: _____

Signature of E-Tenderer with seal _____

Dated: _____

SCHEDULE OF REQUIREMENTS

Offer will be uploaded on-line in two cover under Details containing:-

(1) Cover titled as “Technical Bid/Pre-qualification bid” should contain the self-attested scanned copies of:

- Name of the Person/Organization/Firm, Location of his office complete address both residential and permanent and Telephone/Fax Nos.
- Status of Organization (whether Private/Public sector-undertaking/Sole Proprietor/ Partnership/Cooperative Society etc.? If so, a copy of the constitution/ partnership deed of the firm duly registered with Registrar of Firms.
- Copy of Resolution passed by the Executive body authorizing the specific Officer/partner for signing the documents for this tender.
- Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the commercial banks in an acceptable form, which is valid for one year and drawn in the name of the Principal, Guru Gobind Singh College for Women, Sector 26, Chandigarh, for an amount of Rs.15,000/-.
- Solvency Certificate, issued by any of the commercial banks in an acceptable form for an amount of Rs.1.00 lakh.
- Affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of tenderer/firm.
- Scanned copy of Name, Address, Contact No., partnership deed/constitution, if any bidder of bidding company.
- Attested copy of valid Income Tax Clearance Certificate/ PAN/TAN No. issued by the competent authority.
- Self-attested copy of GST No. issued by the competent authority.
- Self-attested copy of all registration(s)/permission(s)/ licence(s) etc. such as valid Labour License/License issued under Private Security Agencies (Regulation) Act, 2005 (in case of Security Service Module) EPF, ESI & EDLI License/Code Number, which are required under any Labour Law and other Legislation for providing the services under the Service Agreement.
- Experience certificate of two years **(2018-2019, 2019-2020)** for providing minimum 20 persons in a single contract in Government Department/ Offices/undertakings/Boards Corporations etc. during the last two years on the date of submission of tender.
- Certificate attached or not to the effect that the tenderer is enable to provide the services as mentioned in the scope of work at Annexure-C?
- Copy of Balance Sheet of last two financial years.
- Any other relevant information

Note: All the above mentioned documents are essential to upload online to qualify at Technical Bid Stage.

(2) Second Cover titled as “Financial Bid” shall consist of price schedule.