

07/01/2021

Chaudhary Charan Singh Haryana Agricultural University, Hisar
ORDER

Memo No. Admn.R.1/20/ 2161

Dated: 31-12-2020

On the recommendations of Tender Evaluation & Finalization Committee, the Vice-Chancellor, CCSHAU, Hisar, is pleased to award the contract to **M/s Impressions Services Pvt Ltd. Gurugram, M/s Bimlraj Outsourcing Pvt Ltd. Gurgaon and M/s Haryana Menpower Services Hisar** for providing the manpower relating to **Office/ Hospitality and Lab./ Technical works/Job/Services etc.** on contractual basis under Part-1 of Outsourcing Policy, on the existing Govt./ D. C. Rates, whichever is higher + applicable rates of EPF + ESI + Service Charges as detailed below, for a period from 01.01.2021 to 31.03.2022 on the demand of needy departments/ offices/ sections through the respective Controlling Officers of the University as per the prescribed terms & conditions (enclosed), subject to condition that the performance security amounting to Rs. 1,03,00,000/- (Rs. One crore and three lakhs only) as per terms of the contract to be deposited by these three agencies will be divided equally i.e. Rs. 34,33,400/- (Rs. Thirty four lakhs thirty three thousand four hundred only) and subject to fulfilling all the terms and conditions of the contract i.e. execution of agreement, affidavit etc. by these agencies within the time limit prescribed in the terms of the contract:-

Type of Manpower	Minimum Wages/ D.C. rates	EPF @ 13.00%	ESI @ 3.25%	GST @ 18%	Service Charges
Unskilled/Semi-Skilled/ Skilled/Highly Skilled	As per DC rates	As per Rule	As per Rule	As per Rule	2%

(Income Tax Deduction (TDS) will be deducted as per rules)

2- Further, the Vice-Chancellor has ordered that all Deans/ Directors / Controlling Officers / Officers of the University take necessary action with regard to hiring the manpower through the approved contractors after consolidating the demand for various manpower of various departments falling under their control and seeking the administrative approval and financial sanction consisting of (estimate of expenditure towards D.C. rate / Govt. rate whichever is higher + applicable rates of EPF, ESI & GST + Service Charges quoted by the contractors) subject to availability of funds with them, from the competent authority. Wherever the financial sanction is required to be obtained from the worthy Vice-Chancellor, the proposal may be submitted by the Controlling Officers concerned through the Comptroller as per usual practice being followed in the past. Thereafter, the concerned Controlling Officer may place the supply order for the departments working under their control through the Liaison Officer (Outsourcing Jobs) to supply the outsourced personnel by the concerned approved agencies/contractors. However, the Liaison Officer (Outsourcing Jobs) may see that the number of outsourced personnel relating to Cleaning and Sweeping work and Office/ Hospitality and Lab./ Technical works/Jobs/ Services etc are distributed almost equally among above agencies / contractors for the purpose.

3- The Comptroller i.e. Principal Employer and the concerned Controlling Officer will ensure that the payment of wages and other benefits to the outsourced staff are disbursed well in time i.e. within the prescribed period laid down in terms of the contracts, various labour laws and instructions of Outsourcing Policy issued from time to time are adhered to by the contractors meticulously.

4- Further necessary action may be taken accordingly.

Encl: As above

Endst. No. Admn.R.1/20/2162-2286

Dated: 31-12-2020

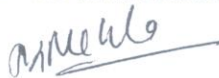
- A copy of the above is forwarded to the following for information and necessary action, please:-
1. OSD to Vice-Chancellor.
 2. SPS to Vice-Chancellor for kind information of the Vice-Chancellor.
 3. All Deans/Directors/Officers/HODs/ Offices/ Sections/Units (including outstations), CCSHAU, Hisar.
 4. The Comptroller, CCSHAU, Hisar.
 5. The Liaison Officer (Outsourcing Jobs), CCS HAU, Hisar.
 6. The Incharge, Computer Centre, COBSH, CCS HAU, Hisar to upload on University website.
 7. The Joint Director (Audit), CCS HAU, Hisar.
 8. M/s Impressions Services Pvt Ltd. Gurugram
 9. M/s Bimlraj Outsourcing Pvt Ltd. Gurgaon
 10. M/s Haryana Menpower Services Hisar

They are requested to deposit the performance security, execution of agreement etc. and fulfill all terms of the contract within the time limit prescribed in the enclosed terms & conditions

M. K. Mehta
31.12.2020
Advisor (RC)
for Registrar

TERMS & CONDITIONS

1. The contract period will be for the period from 01.01.2021 to 31.03.2022. However, the contract is extendable on the recommendation of TEFC of CCS HAU, Hisar with the permission of the Vice-Chancellor subject to satisfactory performance provided by the agency / contractor. The performance of the agency/contractor will be reviewed after every four months by the Performance Review Committee to be constituted by the Competent Authority.
2. The agency/contractor will have to deposit tender document fee of **Rs. 5000/-** in the shape of online payment inclusive tender form cost (Non-refundable). **The cost of e-tendering worth Rs. 1180/-** will be borne by the agency/ contractor himself.
3. The following documents for entering into contract to be submitted by the Contractors, will be mandatory:-
 - a) Registration Certificate of the Agency/Contractor under Shops & Commercial Establishment Act; Labour License under Contract Labour (R&A) Act; EPF & ESI Registration; PAN Number and TAN Number, GST Number.
 - b) The tenderer/authorized signatory of the agency/contractor will have to deposit the photocopy of his/her AADHAR Card and PAN as ID proof along with the following documents related to **previous years** as mentioned below:
 - Income tax returns for two years,
 - Bank statement of **last one year**,
 - Business turnover duly audited by Chartered Accountant for previous two years.
 - Clientage/ list of Department of only Govt./ Semi-Govt./Govt. undertakings / Corporations/ Boards/ Universities along with performance report and experience certificate from the Principal Employers,
 - Details of staff employed by the agency/contractor for the last two years.
 - Proof of payment under ESCROW account or bank.
 - c) The track record of the Contractors enclosing a performance certificate from previous clients should be clean and should not have any involvement in illegal activities or financial misappropriation/ frauds etc. Tenders must be accompanied by declaration to this effect on the letterhead of the contracting firm and duly signed by an authorized person(s).
 - d) Contractors are required to confirm and declare that no agent, middleman or any intermediary will be engaged to provide service. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be taken from outsourced staff and that the tender price will not include any such amount. If the "University" subsequently finds to the contrary, it reserves the right to declare the Contractor as non-compliant and declare any contract if already awarded, to be null and void.
4. Minimum wages/ rates mentioned in Para (ix) of Part-1 of the Policy dated 6.6.2016 or the minimum wages fixed as DC rates by the concerned District, whichever is higher, shall be paid to the contractual persons. However, change in DC rate from time to time duly adopted by the University will also be applicable.
5. Service charges offered by tenderers, will be not accepted if it is less than 2 percent. The contract will be awarded on the recommendation of TEFC with the approval of Competent Authority. However, the University has right to award the contract to the agency/ contractor taking into consideration the merit of the agency/ contractor. In case of any dispute, the decision of TEFC will be final.
6. The tender documents containing technical bid, financial bid, term & conditions etc. can be downloaded from the University website. **The EMD of Rs. 29.44 lakh through online transfer (NEFT/ RTGS) will be required to be deposited** by all the tenderers with the technical bid. However, the EMD will be retained by the University of only those agencies/contractors who have been awarded contract. EMD of unsuccessful bidders / tenderers will be refunded within 15 days after finalization of contract.
7. The Performance Security of Rs. 103 lakh (Rs. One hundred three lakh only) i.e. 7% of estimated cost in the shape of FDR/Bank Guarantee valid for seventeen months i.e. upto 31.05.2022 will be deposited by only that agency/ contractor to the University within 15 days from the date of award of the contract by the competent authority on the recommendations of TEFC.
8. The Financial bid shall be opened only for top three eligible and qualified applicants as per tender documents on the basis of maximum score as per evaluation matrix (Annexure-I) containing certification and credentials, turnover, presentation, worker strength and experience by the Tender Evaluation and Finalizing Committee (TEFC) on the prescribed date in the presence of contractors/ their rep. duly authorized by the Contractors/Agencies.
9. The employees of this University and their family members shall not be permitted to submit the tender. If such case is observed the Bid is liable for rejection.
10. After considering the performance and suitability by the TEFC and approved by the worthy Vice-Chancellor the contract will be awarded. Thereafter, the work can be allotted to this contractor by the concerned Incharge/ Head/ Controlling Officer through Liaison Officer after obtaining necessary financial sanction from the competent authority on their need basis.
11. The contract will be initially for the period from 01.01.2021 to 31.03.2022 and it may be extended by TEFC with the permission of the Vice-Chancellor, subject to satisfactory services provided by the contractor.
12. The agency/ contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The workers should not be below 18 years and above 63 years of age.



13. The agency/ contractor will submit an affidavit to the effect that they have not taken any amount (money) from the contractual personnel for any process/fulfillment of any condition of his agency in violation of State Govt. instructions in this regard.
14. The contractual personnel will also submit an affidavit to the agency as to the effect that they have not given any amount (money) to the agency to fulfill the condition of agency/ contractor and the agency will **enclose the same with the first bill of their wages to the DDO concerned.**
15. **In case of any loss, theft, sabotage etc. caused by or attributable to any of personnel deployed by contractor, the university shall have right to claim/ recover the damage from contractor and decision of TEFC will be final.**
16. The Contractor shall have to produce the relevant records during the period of contract whenever required by the Principal Employer/ Labour Department, Govt. of Haryana.
17. The personnel deployed under this contract shall maintain proper office decorum and shall not disclose any secret official information to any unauthorized person.
18. The personnel employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the University.
19. The Agency/ contractor shall not sub-contract the services of personnel sponsored by them, nor sublet the contract.
20. The University reserves the rights to award the contract/work in full or in parts to any Agency/ contractor and also terminate the contract/work at any stage if the performance of the Agency/contractor is found unsatisfactory.
21. The contract may be terminated and Performance Security along with EMD will be forfeited in any of the following contingencies:
 - i) The University shall have full power and authority to terminate this contract in case of any violation of terms & conditions/ Labour Laws by the contractor by giving 60 days clear notice in writing. The same contract will then be offered to any agency/ contractor out of the agencies/ contractors found technically successful.
 - ii) Similarly, if the contractor wants to rescind the contract, he/ she is required to give at least 60 days notice for withdrawal of services and will not rescind the work till alternative arrangement is made by the University, failing which EMD alongwith Performance Security is liable to be forfeited.
22. The contractor/agency will be responsible for opening individual EPF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing previous month employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
23. The contractor/agency alone shall exercise the control over the personnel deputed as per the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
24. The controlling officer concerned will ensure that the bill of outsourced staff on monthly basis along with all required documents submitted by the agency/contractor is verified and passed by the 4th instant of each month positively and the agency/ contractor will make payment to the outsourced contractual staff immediately i.e. upto 7th instant to the individuals bank accounts of the outsourcing staff through RTGS/NEFT/ Online/ESCROW account. The tax deducted at source and such other taxes/ levies as are required by law to be deducted, shall be deducted from the charges payable to the agency/ contractor. However, amount of bill or admissible amount will be released by the DDO concerned in the following month provided the invoice/ bill is accompanied by the proof of the following:-
 - a) Attendance Sheet duly signed by contractor of month for which payment is claimed.
 - b) Wages statement showing individuals deductions under different mandatory heads for the month of payment.
 - c) Certified copy of the bank scroll showing disbursement of wages of previous month in individual accounts.
 - d) Certified copy of Challans for depositing EPF/ ESI etc. of the previous month.
25. The Principal Employer i.e. the Comptroller / Controlling Officer concerned will ensure the timely payment to the workers through Bank and compliance of various labour laws by the Contractors.
26. The agency/ contractor shall furnish details of disbursement made to the outsourced contractual staff indicating the amount of remuneration received from the CCS HAU, Hisar against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes must be furnished by the Agency indicating the names of the employees and the amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.
27. If the agency/ contractor fails to release the wages within three days of the receipt of payment of bill for the preceding month then a penalty for Rs. 500/- for a week and Rs. 1000/- thereafter will be imposed.
28. That it is further understood and agreed between the parties that any changes in the payments structure viz; ESI, EPF, service charges etc. as per the change in the law are recoverable from the University within the said statutory provisions of law. The service providers will be raising bill to the concerned department accordingly and the concerned department/ office of the University will have all rights to recover the amount paid in excess due to change in statutory provisions, if any.
29. The Contractor shall abide by and follow all the Labour Laws strictly.

Resubmit

30. That the rates entered into between the contractor and CCS HAU, Hisar for the purpose of supplying the aforesaid services on outsource basis can be revised by mutual agreement during the period of this contract as applicable in case of Govt. of Haryana/ D.C. rates.
31. That the contractor/contractors shall make sure that the manpower provided by him/them shall be with Photo identity card issued by the agency/ contractor. These cards are to be constantly displayed and their loss reported immediately.
32. That the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, I.D. Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance etc. at his own risk and cost.
33. That the University shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
34. That the contractor shall be responsible for any loss or damage caused or suffered by the concerned department on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of the University by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of the University. The decision of the Vice Chancellor, CCS HAU shall be treated as final in this regard after the said enquiry.
35. An attendance register shall be maintained by the contractor for all the personnel deputed by him, who shall mark attendance daily at beginning and at the end of completion of the duties in the concerned department/ office and the payment shall be made to the contractor on the basis of attendance register.
36. That in case of any dispute arising out of this agreement between the contractor and the University, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Vice-Chancellor, CCS HAU, Hisar, who may himself/herself take cognizance of the matter or depute/ nominate any officer of the said Institute or any other person who's decision shall be final and binding on both the parties.
37. It is further agreed that the personnel so employed by the contractor and deputed in the offices of CCS HAU, Hisar shall have no right to employment against any post of the University. It is further agreed that their services are being taken on a purely contractual basis/ outsource basis and University reserves the rights to do away with the agreement as and when so required without assigning any reason.
38. The agency/ contractor shall furnish necessary certificate to the liaison officer on its/his letter head regarding the character & antecedents of all the personnel to be engaged by them during the period of contract as to effect that the same are satisfactory.
39. In the event of any dispute or difference arising out of or in any way touching or concerning the agreement whatsoever, the same shall be referred to the sole arbitration of the Vice-Chancellor or his nominee.
40. The contractor will be responsible for providing necessary documents and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with CCS HAU, Hisar.
41. The approved contractor will have to execute the Contract Agreement with Performance Security accepting all terms & conditions stipulated herein on a non-judicial stamp paper worth Rs.100/- (Rs. One hundred only) within fifteen days from the issue of the letter of award of contract to the Principal Employer who will sign the agreement on behalf of University as 2nd party. In the event of failure on the part of the successful Bidder to sign the Contract within the stipulated period, the EMD shall be forfeited and the acceptance of Bid shall be considered as cancelled and will be allotted to the next bidder by the authority with the recommendations of TEFC.
42. The contract shall be governed by and executed according to the law in force. The agency/ contractor shall hereby submit to the jurisdiction of the court situated at Hisar for the purpose of actions any proceedings arising out of the contract and the courts at Hisar only will have the jurisdiction to hear and decide such actions and proceedings.
43. The agency/ contractor will operate its local office at Hisar to ensure satisfactory fulfillment of contractual obligations.
44. All other terms and conditions of the Govt. of Haryana issued from time to time and its subsequent instructions by the University will have to be followed by the contractors.
45. Smoking and consumption of alcohol or any prohibited substance by the contractual staff within the entire area of the University is strictly prohibited. Any violations shall be dealt with as per the law and culprit will be discharged immediately.
46. The contractual staff will not indulge in political activities within campus premises and seek any personal favour from University staff or officers or students.
47. Lending, borrowing and sitting idle or in groups is strictly prohibited during working hours.

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