



Haryana State Electronics Development Corporation Limited

हरियाणा राज्य इलेक्ट्रॉनिक्स विकास निगम लिमिटेड

(a state government undertaking/हरियाणा सरकार का उपक्रम)

CIN U00000CH1982SGC004963

Tender No. HARTRON/Infra-I),DE(Civil)/2016-17/7	Sr. No. _____ Date of Issue: _____
LAST DATE OF TENDER SUBMISSION: At 15.00 hrs Noon on 14.12.2016	TIME & DATE OF OPENING: At 15.30 hrs on 14.12.2016 _____

TENDER DOCUMENT

For

PROVIDING THE MAN POWER LIKE DRIVERS, SECURITY SUPERVISORS, SECURITY GAURDS, PEONS, MALIES, SWEEPERS, PLUMBERS, ELECTRICIAN AND CARPENTERS ETC. FOR WORK



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IMPORTANT INFORMATION

1.	Tender Inviting Authority Designation and Address	Managing Director, Haryana State Electronics Development Corporation Limited SCO 111-113, Sector-17-B Chandigarh Pin: 160017
2.	a) Name of the Work	A. Providing of manpower's like Drivers, Security Supervisors, Security Guards, Peons, Malis, Sweepers, Plumbers, Electricians and Carpenters etc.
	b) Tender reference	Tender No. HARTRON/Infra-I),DE(C)/2016-17/7
	c) Place of Execution	SCO. 111-113 Sector 17-B, Chandigarh and Bays No. 73-76, Sector 2, Hartron Bhawan, Panchkula
3.	a) Tender document availability	On line e - Procurement Portal i.e. https://haryanaeprocurement.gov.in .
	b) Processing Fee for Tender	Tender cost Rs. 2500 + e tender processing fee Rs. 1000/-
4.	Publication of Tender Notice	
5.	Earnest Money Deposit	Rs. 1.50 lac (Rs. One lac fifty thousand only)
6.	Date of uploading of Tender Document	From 28.11.2016 14.30 hrs.
7.	Last Date and Time for submission of e-Tender	Upto 15.00 hrs on 14.12.2016
8.	Date and Time of Opening of Technical Bids	At 15.30 hrs on 14.12.2016
9.	Date and Time of Opening of Commercial Bids	At -----hrs on (To be announce later on
10.	Last Date of Submission of Hard Copy of Technical Bid Including Tender Document	At 15.00 hrs on 14.12.2016
	I. Eligibility Criteria: Please refer to the section-I & II (?) of the Tender Document. II. Two Bid System i.e. Stage-1 Technical Bid; Stage-2 Commercial Bid. Refer Section-I, Clause: 3.6.6, 3.6.7 and 3.6.8 (?) of the Tender Document for details. III. Tenders received after due date and time will be summarily rejected. IV. Any Bid not conforming to the format will be summarily rejected.	



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PRE-QUALIFICATION BID

Pre-Conditions

1.	The Bidder's annual turnover in the preceding three financial years shall not be less than Rs.50.00 lakhs per year (Certificate from Chartered Accountant to be attached).
2.	The Bidders should provide a certificate from their bankers of their credit worthiness of One Crore.
3.	The bidder shall enclose Earnest Money Deposit (EMD) of Rs.1.50 lac (Rupees One lac fifty Thounds Only) as specified in Tender Clause 3.6.3.
4.	Intending Bidders should be registered with the Labour Department of State/Central Govt., having at least three years experience in the related field, exhibiting the nature of Business activities to be undertaken by the entity under prevailing acts and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned department(s) of the Government. Self attested copy must be attached.
5.	Bidder must enclose certificate of Registration with Central Excise Department as per Service Tax Rules, 1998.
6.	The bidder should give the undertaking agreeing for the mode of payment as specified in Tender Clause 2.7 & 2.8.
7.	The bidder must enclose duly filled and signed Annexure 'A' .
8.	The intending bidder shall submit an affidavit duly attested by Notary Public/Oath Commissioner to the effect that the Service Provider has neither been blacklisted nor debarred by any authority.
9.	Bidder must enclose signed & notarized affidavit as per Annexure 'B' .
10.	Tender Document is not transferable
11.	Offers of the Bidders not qualifying the conditions of pre-qualification bid shall not be considered for commercial evaluation.
12.	Documentary details are to be provided wherever necessary



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**SECTION I:
INSTRUCTIONS FOR e-PROCUREMENT PORTAL**



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1. Abbreviations and Definitions

i)	HARTRON	Haryana State Electronics Development Corporation Limited
ii)	EMD	Earnest Money Deposit
iii)	INR	Indian Rupee
iv)	LOI	Letter of Intent

A.	Entity	Any company or firm or Limited Liability Partnership (LLP).
B.	Bidder	An individual/entity that quotes a particular price, while competing with others, for providing services as per requirement.
C.	Successful Bidder	The Bidder who qualifies to provide services as per the requirements including terms and conditions specified in the contract. The term Bidder shall be deemed to include the Bidder's successors, representatives (approved by the Corporation), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
D.	Week	Designated timeframe consisting of six days excluding any Public Holiday (as declared by Government of Haryana), Saturday and Sunday.
E.	Day	Any day which is not a Sunday or a public holiday (as declared by Government of Haryana).
F.	Acceptance	This means acceptance of the services to be provided by the successful bidder to the Corporation.



2. Instructions/Registration of bidders for e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2.1 Obtaining a Digital Certificate:

2.1.1 The Bids should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority/ Controller of Certifying Authorities, Government of India.

2.1.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

For more details please visit the website <https://haryanaeprocurement.gov.in>.

2.1.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.1.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.1.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the



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department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.1.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the **bidder/entity** to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the **entity**. The procedure for application of a digital certificate however will remain the same for the new user.

2.1.7 The same procedure holds true for the authorized users in a private/Public **entity**. In this case, the authorization certificate will have to be signed by the directors of the **entity**.

2.2 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payment gateway service. For online payment guidelines, refer home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

2.3 Pre-requisites for online bidding:

In order to bid online on the portal <https://haryanaeprocurement.gov.in>, the user machine must be updated with the latest JAVA & DC setup. The link for downloading latest JAVA applet & DC setup are available on the Home page of the e-tendering Portal.

2.4 Online Viewing of Detailed Notice Inviting Tenders (DNIT):

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for the tender floated through the single portal e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>

2.5 Download of Tender Documents:

The tender document can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

2.6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the



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start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

2.7 Bid Preparation (Qualification & Financial) and Online Payment of Tender Document Fee, eService fee, EMD fees of online Bids:

2.7.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

2.7.2 The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

2.7.3 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

2.7.4 The bidders shall quote the prices in price bid format.

2.7.5 If bidder fails to complete the Online Bid Preparation & Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.

2.7.6 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

2.7.7 For help manual please refer to the 'Home Page' of the eProcurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to .. ?' to download the file.

2.8 Guideline for Online Payments in e-tendering

2.8.1 Post registration, bidder shall proceed for bidding by using both his digital certificates, one each for encryption and signing. Bidder shall proceed to select the tender he is interested in. On the respective department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- i. Debit Card
- ii. Net Banking



iii. RTGS/NEFT

2.8.2 Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- i. Bidder selects Debit Card option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- iii. Bidder clicks on “Continue” button
- iv. The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- v. Bidder enters card credentials and confirms payment
- vi. The gateway verifies the credentials and confirms with “successful” or “failure” message, which is confirmed back to e-Procurement portal.
- vii. The page is automatically routed back to e-Procurement portal
- viii. The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- ix. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful in previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows:

- i. Bidder selects Net Banking option in e-Procurement portal.
- ii. The e-Procurement portal displays the amount to be paid by bidder.
- iii. Bidder clicks on “Continue” button
- iv. The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- v. Bidder chooses his / her Bank.
- vi. The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.



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- vii. Bidder enters his account credentials and confirms payment
- viii. The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- ix. The page is automatically routed back to e-Procurement portal.
- x. The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- xi. The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful in previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user ID and Password as per existing process and select the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that are required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)
 - Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make



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the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

D) List of Net banking banks

Sr.No	Name of the bank	Sr.No	Name of the bank
1.	Allahabad Bank	2.	Axis Bank
3.	Bank of Bahrain and Kuwait	4.	Bank of Baroda
5.	Bank of India	6.	Bank of Maharashtra
7.	Canara Bank	8.	City Union Bank
9.	Central Bank of India	10.	Catholic Syrian Bank
11.	Corporation Bank	12.	Deutsche Bank
13.	Development Credit Bank	14.	Dhanlaxmi Bank
15.	Federal Bank	16.	HDFC Bank
17.	ICICI Bank	18.	IDBI Bank
19.	Indian Bank	20.	Indian Overseas Bank
21.	Indusind Bank	22.	ING Vysya Bank
23.	J and K Bank	24.	Karnataka Bank
25.	Kotak Mahindra Bank	26.	Karur Vysys Bank
27.	Punjab National Bank	28.	Oriental Bank of Commerce
29.	South Indian Bank	30.	Standard Chartered Bank
31.	State Bank Of Bikaner and Jaipur	32.	State Bank of Hyderabad
33.	State Bank of India	34.	State Bank of Mysore
35.	State Bank of Travencore	36.	State Bank Of Patiala
37.	Tamilnad Mercantile Bank	38.	Union Bank of India
39.	United Bank of India	40.	Vijaya Bank
41.	Yes Bank		

2.9 PAYMENT OF TENDER DOCUMENT FEE AND EMD

2.9.1 The Bidders shall have to pay Rs. 2500/- for the Tender documents, EMD Fees Rs. 1.50 lac & e-Service Fee of Rs.1000/- online by using the service of secure electronic payment gateway. The secure electronic payments

Tel : 0172-2701682 Fax : 0172-2720113 e-mail : admindivision@HARTRON.org, Website www.HARTRON.org

दूरभाष : 0172-2701682 फ़ैक्स : 0172-2720113 ई-मेल : admindivision@HARTRON.org वेबसाईट : www.HARTRON.org



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gateway is an online interface between contractors and online payment authorization networks.

2.9.2 The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts. The Payment for EMD can be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

2.9.3 The Bidders can submit their tender documents (Online) as per the dates mentioned:-

Sr. No.	Department Stage	Bidder's Stage	Starting date and time	Closing date and time
1	-	Tender Document Download and Bid Preparation	28.11.2016 from 14:30 hrs	14.12.2016 upto 15.00 hrs
2	Technical bid Opening	-	14.12.2016 at 15:30 hrs	
3	Short listing of technically Qualified bids & Opening of Commercial Bid	-	To be informed later	

2.9.4 The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.

2.9.5 Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.

2.9.6 Bidder can rework on his/her bids even after completion of 'Bid Preparation & submission stage' (Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Bidder Stage.

Note: - For any clarifications with respect to the online bidding process through e-procurement portal, the bidders are advised to contact

Tel : 0172-2701682 Fax : 0172-2720113 e-mail : admindivision@HARTRON.org, Website www.HARTRON.org

दूरभाष : 0172-2701682 फ़ैक्स : 0172-2720113 ई-मेल : admindivision@HARTRON.org वेबसाईट : www.HARTRON.org



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M/s Nextenders (maintaining the Haryana Govt. e-procurement portal) on following numbers: **0172-2582008, 0172-2582009.**

3. General Instructions, Bid Preparation and Submission:-

- 3.1.1 The Bidders are requested to examine the instructions, terms and conditions and specifications given in this tender document. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- 3.1.2 The Bidder(s) shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of his/their Bids for the Contract and price quoted in the Bid to cover all obligations under this Tender.
- 3.1.3. It will be imperative for each Bidder(s) to familiarize himself / themselves with the prevailing legal situations for the execution of Contract. HARTRON shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- 3.1.4 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the Contract awarded under this tender will be entertained by HARTRON. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- 3.1.5 It must be clearly understood that the Terms and Conditions are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Contract or throughout the period of completion of Contract whichever is later on account of any reasons whatsoever.
- 3.1.6 The Bidder shall be fully and completely responsible for information's submitted during the bid process.**

3.2 Amendments to the Tender

- 3.2.1 Any supplement / corrigendum / amendment shall be issued by HARTRON on e-procurement portal and HARTRON website before closing of the tender which shall be deemed to be incorporated. All such addendums / amendments / notices released in the form of corrigendum shall be binding on all Bidders. Therefore all the bidders are requested to keep following these two sites for any update.



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3.2.2 HARTRON will not be responsible for any misinterpretation of the provisions of this tender on account of the Bidders of their failure to update the Bid documents based on the addendums/ amendments/ corrigendum published via emails/announced through website.

3.2.3 HARTRON at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

3.3 Language of the Bid

3.3.1 The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only.

3.3.2 The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.4 Bid Currency

Prices shall be quoted in Indian Rupee (INR). All payments / deposits / fees in respect of this tender also shall be in Indian Rupee only.

3.5 Consortium

Consortium is not allowed and the Bids submitted by consortium of **entities** will be summarily rejected.

3.6 Bid Preparation and Submission

3.6.1 Cost of Bidding

The Bidders shall bear all costs associated with the preparation and submission of Bids. HARTRON will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

3.6.2 Tender processing Fee

The Tender Document is available online and can be downloaded from HARTRON Website i.e. www.HARTRON.org or from Haryana Govt. e-procurement portal <http://haryanaeprocurement.gov.in>. The Payment for 'Tender Processing Fee' is Rs.1000/- (Rupees One Thousand Only (Non



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refundable)) & 'e-Service Fee' is Rs. 1000/- (Rupees one thousand only (Non refundable) can be made by eligible bidders / contractors online directly through Debit Cards & Internet Banking Accounts. Fee in any other form shall not be accepted.

3.6.3 Earnest Money Deposit (EMD)

- 3.6.3.1 An EMD of Rs.1,50,000/- (Rs. One lac fifty thousand only) is to be made online directly through RTGS / NEFT and the bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- 3.6.3.2 The EMD of the Unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by HARTRON till it is refunded to the Unsuccessful Bidders will not earn any interest thereof.
- 3.6.3.3 The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- 3.6.3.4 The EMD amount will be forfeited by HARTRON if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in bidder fails to remit Security Deposit within the respective due dates.

3.6.4 Tender Validity

The e-tender submitted by the Bidders shall be valid for a minimum period of 90 days from the date of opening of the Tender. The validity of the Rate Contract will be 1 year (12 months) extendable to 1 more year or till the new RC is in place whichever is **earlier**. However, HARTRON reserves the right to extend or shortclose the Tender validity period if situation warrants benefiting the Government.

3.6.5 Letter of Authorization

A Certificate from the **authorized signatory** of the Bidder certifying that the Bid signatory is authorized by the Board of Directors/Partner of the **entity** to do so, with acceptance of board resolution, resolution number and date. **In the case of partnership entity, authorized signatory to sign**



the bid on their behalf or a Power of Attorney shall be submitted in the Technical bid; otherwise the Bids will be summarily rejected.

3.6.6 Two Part Bidding

The bids shall be submitted in electronic form in two bid parts as given below. Bidders are required to examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders shall strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

3.6.7 Technical Bid (Stage 1)

3.6.7.1 The properly filled Technical Bid shall be signed and stamped on all pages by the authorized signatory of the Bidder. Any errors, alternations, deletions or overwriting shall be attested with full signature of the authorized signatory. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.

3.6.7.2 The bidder is required to submit a hard copy of the technical bid on 14.12.2016 at 15.00 hrs containing duly signed & stamped documents by the authorized signatory as asked in the tender document and uploaded by the bidder on e-procurement portal including signed & stamped copy of the tender document.

3.6.8 Service Charge/Commercial Bid (Stage 2)

3.6.8.1 The Price items as asked in the Tender shall be filled in the Price Bid Format as given at Annexure-‘D’.

3.6.8.2 The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply and commissioning.

3.6.8.3 The Bid Form shall not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.

3.6.8.4 The ‘Service charge’ quoted shall be only in INDIAN RUPEES (INR) only and should be in Figures and Words.



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3.6.8.5 The Bid shall be typed and shall be signed by the authorized signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.

3.6.9 Correction of error

3.6.9.1 Bidders are advised to exercise adequate care in quoting the 'Service Charges'. No excuse for corrections in the quoted figures will be entertained by HARTRON.

3.6.9.2 In cases of discrepancy between the charges quoted in words and in figures, the value indicated in words shall be considered.

3.6.10 Bid closing date and time

The e-Tenders shall be submitted not later than the date and time specified as under or Corrigendum if published.

Last date and time to submit the bid 14.12.2016 upto **15.00 hrs**

Hence the Bidders shall be cautious to submit the e-Tenders well in advance to avoid disappointments as system will not allow them to submit the bid once the due date & time is over.

3.6.11 Mode of Submission of Bids

The Bids shall be submitted electronically on Haryana Govt. e-procurement portal strictly as specified in the Tender document. The Bids will not be received personally.

3.6.12 Modification and Withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids unless specifically asked by HARTRON.

3.6.13 Rejection of Bid

3.6.13.1 Bids submitted other than the electronic form on e procurement portal of Haryana Government shall not be entertained.

3.6.13.2 Any condition put forth by the Bidders not conforming to the bid requirements, shall NOT be entertained and such bid shall be rejected.



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3.6.14 Disqualification

HARTRON/Department may at its sole discretion and at any time during the evaluation of application, disqualify any Bidder, if the Bidder:

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- ii. Submitted an application that is not accompanied by required documentation or is non-responsive.
- iii. Failed to provide clarifications related thereto, when sought.
- iv. Submitted more than one bid.
- v. Was declared ineligible/ blacklisted by any Govt. or quasi-Govt. entity in India.

3.6.15 Conflict of Interest

Neither the successful Bidder nor any Personnel related to it shall engage, either directly or indirectly, during the period of contract, in any business or professional activities which would conflict with the activities assigned to them under or pursuant to this tender.

3.6.16 Confidentiality

The Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract without the prior written consent of the HARTRON.

3.6.17 Extension of Last date for Submission

HARTRON at its own discretion can extend the period for submission of bids by amending the Bid Documents/Tender. In this case all rights and obligations of HARTRON and Bidders shall stand extended. However no request for extension of time from the Bidders shall be binding upon HARTRON. The decision of HARTRON in this behalf will be final, conclusive and binding on the Bidder



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3.6.18 Duties, Taxes and Statutory levies

- 3.6.18.1 The Bidder shall bear all taxes levied or imposed on account of payment received under this Contract.
- 3.6.18.2 The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from HARTRON for the work done under this Contract.
- 3.6.18.3 If there is any reduction in taxes due to any reason whatsoever, after Award of Contract, the same shall be passed on to HARTRON.
- 3.6.18.4 The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and HARTRON shall not bear responsibility for the same.

3.6.19 Deductions

All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which HARTRON may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable; the same shall be deducted from any dues to the Bidder. HARTRON shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

3.6.20 Right to Accept/ Reject the Bid

HARTRON reserves the right to accept or reject any Bid and to annul the Tender process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

4. Tender opening and Evaluation:-

Bid Evaluation Process



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4.1 Initial Scrutiny

At the time of Technical Bid Opening, Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive and the Bids will be rejected summarily.

If Tenders are;

- i. not submitted in two parts as specified in the Tender received Without EMD amount and tender document fee;
- ii. All responsive Bids will be considered for further evaluation;
- iii. The decision of HARTRON will be final in this regard;

4.2 Technical Bid Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive. If Tenders are received:-

- i. without the Letter of Authorization;
- ii. found without Tender document fee, EMD;
- iii. found with suppression of details with incomplete information;
- iv. subjective, conditional offers submitted without support documents as per the Eligibility Criteria;
- v. Evaluation Criteria non-compliance of any of the clauses stipulated in the Tender;

4.3 Clarifications by HARTRON

When deemed necessary, HARTRON may seek any clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, HARTRON may seek additional information for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of HARTRON as stated above, such Bids may at the discretion of HARTRON, shall be rejected as technically non-responsive.

4.4 Suppression of facts and misleading information

- i. During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of HARTRON. HARTRON shall have the right to reject the Bid and even after selection, HARTRON would terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.



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- ii. If any figures in the proof documents submitted by the Bidders for proving their eligibility are found suppressed or erased, HARTRON shall have the right to seek the correct facts and figures or reject such Bids.
- iii. It is up to the Bidders to submit all the copies of the proof documents to meet out the criteria. Otherwise, HARTRON at its discretion may or may not consider such documents.
- iv. The Tender calls for all copies of documents to prove the Bidder's experience and Capacity to undertake the project.

4.5 Technical Bid Evaluation

- a. A Tender Scrutiny Committee will examine / scrutinize the e-Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected at that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b. For those Bidders who have already worked or working with HARTRON, their previous performance in HARTRON would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

4.6 Price Bid Evaluation

The e-Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid shall include all expenses towards this Tender. The Price Bids of the Technically Qualified Bidders will be opened in the presence of the Technically Qualified Bidders who wish to be present at HARTRON. The Bidders or their authorized representatives will be allowed to take part in the Price Bid Opening.

4.7 Security Deposit (SD)

The EMD of the successful bidder (s) shall be converted into a Security deposit and shall be retained for a period of 13 months from the date of signing of contract or release of first order whichever is later. The security deposit will be refunded to the Successful Bidder only after successful completion of the contract period as mentioned above. The Security Deposit held by HARTRON till it is refunded to the Successful Bidder will not earn any interest thereof.



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The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

4.8 Execution of Contract

- i. The Successful Bidder shall execute a Contract in the non-judicial Stamp Paper of the required amount bought in Haryana/Chandigarh only in the name of the Bidder within 20 days from the date of Letter of Acceptance issued by HARTRON with such changes/modifications as may be indicated by HARTRON at the time of execution on receipt of confirmation from HARTRON.
- ii. The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of HARTRON. HARTRON reserves its right to cancel the purchase order either in part or full, if these conditions are violated. If the Successful Bidder fail to execute the Contract within the stipulated time in the tender, the EMD/SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- iii. The expenses incidental to the execution of the Contract shall be borne by the Successful Bidder.
- iv. The conditions stipulated in the Contract shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of HARTRON and HARTRON also have the right to recover any consequential losses from the Successful Bidder.

4.9 HARTRON reserves the right to:

- i. Reduce or increase the requirements.
- ii. Change the list of areas of supply manpower from time to time based upon the requirement.
- iii. Withhold any amount for the deficiency in the service.



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**SECTION II:
INVITATION OF BIDS (TERMS & CONDITIONS)**



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TENDER NO. HARTRON/Infra-I,DE(C)/2016-17/07

TERMS AND CONDITIONS

SECTION II: Invitation of Bids

1. Instruction to Bidders

Bids are invited for and on behalf of Haryana State Electronics Dev. Corpn. Ltd. (HARTRON) from reputed companies (preferred to ex-defense/Para military parties) for providing security services and other categories of personnel.

2. Scope of Work

The Corporation needs two set of services and scope of work towards these services can be termed as work A as given below:

#	Name of Service/Scope of work	Place/office where services are required
Work A	Providing Man powers like Drivers, Security supervisors, security guards, peons, malis, sweepers, plumbers, electricians and carpenters	For Corporate office at SCO:111-113 Sector 17B Chandigarh and for HARTRON Bhawan, Bays no. 73-76 Sector 2 Panchkula

3. Schedule of Tender

Tender No. HARTRON/Infra-I, DE(C)/2016-17/07	Sr. No. _____ Date of Issue: _____
LAST DATE OF TENDER SUBMISSION: On 14.12.2016 at 15.00 hrs. _____	TIME & DATE OF OPENING: On 14.12.2016 at 15.30 hrs on _____

3.1 In the event of the date of receipt or opening of tenders being declared as a holiday, the due date of receipt/ opening of the tender will be the following day at the same hour.

3.2 The address for all the above activities is:

DE (Civil)
Bays no.-73-76, Sector-2
HARTRON Bhawan, Panchkula-134151

Ph. No.:0172-2570076

Email ID:scgupta32@gmail.com



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4 Corporation's right to vary quantities at the time of award

The Corporation reserves the right to vary the categories and number of personnel required at the time of award.

5 Corporation's right to accept any bid or to reject any or all bids

The Corporation reserves the right to accept or reject any or all bids without assigning reasons.

6 Earnest Money Deposit (EMD)

6.1 All firms irrespective of they being registered with the Corporation are required to deposit EARNEST MONEY of Rs.1.5 lacs. The Tender received without required Earnest Money shall be rejected without further reference.

6.2 The EMD should be paid as explained at clause 2.9.2

6.3 The Corporation shall retain the Earnest Money deposited for a maximum period of 90 days from the date of opening of the pre-qualification bid.

6.4 The EMD shall be valid and will remain deposited with the Corporation for the period of 90 days from the date of tender opening. If the validity of the tender is extended the validity of EMD will also be extended.

6.5 No interest shall be payable by the Corporation on the Earnest Money deposited by Bidder.

6.6 The EMD is liable to be forfeited if the Bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

6.7 The EMD of the successful Bidder shall be returned after the Security Deposit, as required in terms of the resulting contract is furnished by the firm.

6.8 If the successful Bidder fails to furnish the security deposit as required in the contract within the specified period, the Earnest Money shall be liable to be forfeited by the Corporation.



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6.9 The EMD of the unsuccessful Bidders shall be returned by the Corporation as early as possible after the expiry of validity of their bids, but not later than 45 days after placement of contract. Bidders are advised to send a pre-receipt along with their bids to facilitate refund of earnest money in time.

7. Period of Validity of Bids

Bids shall remain valid for 90 days after the date of Pre-Qualification bid opening as prescribed by the Corporation. A bid valid for a shorter period may be rejected by the Corporation as non-responsive.

8. Permanent Account Number (PAN):

The bidders are to quote their Permanent Account Number (PAN) in the tender document supported by the attested copy of PAN card. Without PAN, the tender is liable to be rejected.

9. Registration under Contract Labour Regulations & Abolition Act, 1970

The Service Provider/ Contractor shall have to get his entity registered under the Contract Labour Regulations and Abolition Act, 1970 with the concerned authorities.

10. Terms and Conditions of tendering firms

Printed terms and conditions of the Bidder will not be considered as forming part of their Bids.

11. Bid Requirements

11.1 The Bidder must quote for all the categories required. Offer for part of the categories shall not be considered and rejected without further reference.

11.2 The successful Bidder will be required to furnish Security Deposit for due performance of Contract in the form of a fixed deposit.

11.3 The Bid Documents are not transferable and the cost of the tender document is not refundable under any circumstances.

11.4 Telex/E-Mail/Fax bids and incomplete bids will be totally rejected.



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11.5 All pages of the Bid being submitted must be signed under stamp and sequentially numbered by the Bidder.

12. Contents of Bids

The Bids prepared by the Bidder shall comprise of the following two components:

- a) Pre-Qualification Bid with required information and documentation along with the Earnest Money Deposit of the required amount.

The following documents shall also be submitted alongwith the tender duly filled and signed and complete in all respects:-

i) Registration Certificate of your **entity** under Companies Act, 1956 or 2013 duly attested by the 1st Class Magistrate/Notary Public.

OR

Copies of the partnership deed duly attested by 1st Class Magistrate/Notary Public.

(Please submit relevant documents as applicable in your case).

ii) The **entity engaged in the business of providing security services etc. should be duly registered with Central Excise Department, as per Service Tax Rules, 1998 in the respective location. (Documentary proof in this regard may also be enclosed along with tender documents).**

iii) **The bidding entity must be established before 31st March, 2011. (attach document in support)**

iv) The entity must be providing the services for which bid is being made atleast for the last 03 consecutive years. (attach document in support)

v) The bidder is to quote a list of minimum 05 number clients served in the past by bidder alongwith following details:

- Name of Department/Organization
- Contact Person
- Office/Mobile number
- Performance Certificate



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vi) Details of contracts executed during last three years (*Attach documentary proof namely, letter of award of contract, agreement including number of persons being deployed by Service Provider/ Contractor*).

Note: These documents are essential, as experience will be kept in view while awarding contract. The experience without support of performance certificate from the client, and documents asked for in (iii) & (iv) will not be counted and may become the basis for the rejection of the tender.

vi) Attested Copy of ESI Code No. and PF Code No. duly issued by the respective department are to be submitted.

vii) The Service Provider/ Contractor will also submit the police clearance along with the tender.

b) Commercial Bid comprising Bid Letter is to be filled in accordance with the formats provided in the Tender Document (**Annexure-‘D’**).

13. Opening of Bids

The Corporation will open the bids in the presence of Bidders/ representatives who attend on the date and time, at the Office of Haryana State Electronics Development Corporation Ltd. (HARTRON), SCO 111-113, Sector 17-B, Chandigarh. The bidders/ representatives who are present shall sign on a register evidencing their attendance. The Bidder’s representative shall furnish letter of authority from his/her entity to attend the bid opening. Pre- Qualification bid will be opened at the first instance. Commercial bids of only those bidders who qualify the Pre-qualification bids will be opened on a scheduled date and time, which will be intimated in due course through email/telephone.

4. Bid evaluation criteria

14.1 The pre-qualification bid conditions shall be evaluated first. All the documents should necessarily be accompanied in the bid. No document shall be accepted at a later stage. The Earnest Money Deposit of the required amount will have to be enclosed along with the Pre-Qualification Bid without which the tender shall be rejected.

14.2 Commercial bids of only those bidders who successfully qualify in the Pre-qualification bid shall be invited.



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SECTION III:
**Name of Work, Staff to be deployed, Consumables
& Equipments/Machines and Drawing/Layout**



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Name of Work: - Providing of Personnel for Corporate Office SCO 111-113, Sector-17-B, Chandigarh and HARTRON Bhawan at Bays no.73-76, Sector-2, Panchkula.

1. Haryana State Electronics Development Corporation Limited (hereinafter referred as HARTRON) has its Corporate office SCO:111-113, Sector-17B, Chandigarh and HARTRON Bhawan at Bays No. 73-76 Sector-2, Panchkula. The Detail given below:

#	Name of Service/scope of work	Place/office where services are required
Work A	Providing of Manpower's like Drivers, Security supervisors, security guards, peons, malis, sweepers, plumbers, electricians and carpenters	For Corporate office at SCO:111-113 Sector 17B Chandigarh and for HARTRON Bhawan, Bays no. 73-76 Sector 2 Panchkula

Work A:

Work A consists of services of personnel's like Drivers, Security supervisors, security guards, peons, malis, sweepers, plumbers, electricians and carpenters are to be provided both for Corporate Office SCO 111-113, Sector-17-B, Chandigarh and HARTRON Bhawan at Bays no.73-76, Sector-2, Panchkula as per the actual requirement of the personnel. The services of the personnel shall be at applicable DC rates including taxation etc.



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**SECTION IV:
OTHER TERMS & CONDITIONS**



Others Terms and Conditions:-

a) Security Deposit/Fixed Deposit and other payment terms

1.1 Within 10 days after award of the job from the Corporation, the successful Bidder shall furnish Security Deposit to the Corporation, which shall be @ 5 % including EMD.

- The Security Deposit shall be made in the form of Fixed Deposit with any of the Scheduled Banks in India pledged in the name of the Corporation valid for a period of one year. In the event of non-execution of the job in time, this deposit shall be forfeited. Further, if the Corporation has to get the full or part of **services contracted** from any other **contractor** because of failure to supply in full or part by the successful **contractor**, the difference in payment may be made from this security deposit.
- The Corporation, against security deposit, can also make any other adjustments for default on part of bidder.
- The EMD of the successful bidder can be adjusted against the Security Deposit on issue of the purchase order as indicated above.
- The Security Deposit shall be returned after the completion of the contract. No interest will be payable for the Security Deposit by the Corporation.

1.2 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Security Deposit.

2. The Performance Bank Guarantee (PBG), Indemnity Bond, Affidavit, Agreement and opening of ESCROW account shall be submitted/completed within 15 days of the award of the contract, failing which offer of contract is liable to be cancelled and the earnest money will be forfeited. The Earnest Money deposited by the tenderer would be released on receipt of above mentioned documents.

3. The successful tenderer (herein after also called Service Provider) shall be required to furnish bank guarantee (Annexure 'E') for a sum equal to one



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month's salary of the staff engaged within 15 days of issue of work order, valid for three year and three months from the date of submission of PBG (Performance Bank Guarantee).

4. The Corporation shall pay monthly wages as notified by the Deputy Commissioner of the area from time to time to the Service Provider/ Contractor for onward distribution to his workers. Besides monthly wages, as per prevailing D.C. rates of the area, the Corporation shall also pay to the Service Provider/ Contractor statutory charges (i.e. PF/ESI, EDLI). The service tax payable shall be paid on reimbursement basis on production of receipt for payment and service charges etc.
5. The payment shall be made on monthly basis within 07 (Seven) days on submission of bill at the end of the every month. The bill shall be duly verified by the Deputy Engineer (Civil) of HARTRON or any other officer of HARTRON authorized by MD. Further payment is to be released after deduction of statutory taxes and all other applicable taxes as per Govt. norms.
6. The Service Provider/ Contractor shall ensure that all the employees get minimum wages and other statutory benefits as are admissible under labour laws by tendering an undertaking every month in the shape of an affidavit.
7. The Service Provider/ Contractor shall ensure payment of full minimum wages as per Deputy Commissioner Rates and no deduction on any account is permissible out of the minimum wages. No amount like expenditure on uniforms etc. is deducted from the minimum wages of the worker. The expenditure towards this is supposed to be inbuilt by the contract while quoting for service charges in percentage.
8. The HARTRON will reimburse the wages & other statutory charges and no advance payment will be allowed to the successful bidder.
9. The entire work charge establishment will be regulated through the outsourcing policy and all payments on this account shall be made by the Service Provider through the ESCROW Account. Manager (F&A)/ DDO will pass the wages bill along with statutory deductions and shall deposit the said amount in the ESCROW Account.
10. The payment of monthly wages of the outsourced staff shall be made by the Service Provider in their Saving Bank Accounts linked with AADHAAR



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Card through ESCROW account. The Service Provider will submit the wages bill along with complete details of contractual staff viz. name and designation, address of the contractual employee, complete details of statutory deductions, EPF/ESI account number etc. to the Corporation by the 7th of every month for payment. The bills submitted for payment by the Service Provider will be cleared/paid by the concerned office within 7 days after submission of the bill of the each month in the ESCROW Account. In no case, the payment to the contractual staff will be made later than 14th of each month.

11. The Service Provider shall ensure that Saving Bank Accounts of all the workers employed by him are opened with Nationalized Bank and that monthly wages are credited into their Saving Bank Accounts through the ESCROW account. No cash payment shall be made to any outsourced staff. Any violation of these instructions will be viewed very seriously by the Corporation and this will be considered as a valid ground to black list the Service Provider and encash his performance bank guarantee (PBG).
12. The Manager (F&A) is appointed as 'Nodal Officer' to monitor the disbursement of wages to the outsourced staff and deposit of statutory deductions with the concerned authorities.
13. The Service Provider/ Contractor should quote rates of service charges for providing the work being offered through this tender and the comparison of rates would be made on the basis of quoted service charges only. The service charges to be quoted by the tenderer's should, therefore, take into account all contingencies, which are contingent upon this contract and in no case any amount will be allowed to be deducted from the wages of the workers. The rates should be quoted in **Annexure 'D'** attached to this tender form. The service charges shall be the percentage of the wages. (Wages for this purpose would be DC rates as applicable on the last date of submission of tender but would exclude PF/ESI/EDLI/Service Tax etc.). The service charges shall include instances of service tax even if payable as the same will be reimbursed on the provision of receipt of payment.
14. The rates should be quoted by the contractor including all the liabilities , taxes, allowance (to be paid by the contractor to the employees such as DA, PF, Bonus, Leave, Medical, ESI, Conveyance, weekly rest etc.). HARTRON shall not be responsible for any sort of liability over and above the rates accepted by HARTRON.



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15. The contractor shall deduct PF, ESI & other statutory deductions in respect of each worker (deployed by him) as per the instructions of Govt. of India/Haryana Govt. The contractor will be fully responsible to deposit all the funds with the concerned authorities well within the specified time. HARTRON will not be responsible on any part of this kind.
16. Interested registered Service Providers may quote their monthly rates of service charges in percentage on the DC rates and qualify the technical bid. Their financial bid shall be opened only after they qualify the technical bid. No tenders will be accepted having Service charges on concerned DC rate lower than 3%.
17. In case lower rates quoted by the bidders are found to be same of two or more bidders, the successful bidder will be selected by draw of lots. However, the rates quoted below 3% will not be considered.
18. Entries denoting the time and place of payment of wages and the actual payments shall be entered in the register of wages as & when the payments are made.

b) Roles of Contractor:

1. In the case of Security staff, the services will be required in three shifts i.e. 6.00 hrs to 14.00 hrs, 14.00 hrs to 22.00 hrs and 22.00 hrs to 6.00 hrs. No deductions on account of Uniform, Identity Card, Lathi, Torch etc. will be made from the Enforcement Staff and all the expenses shall be borne by the Service Provider.
2. The Service Provider would provide uniforms as prescribed by the Corporation and Identity Cards to the workers before deployment, failing which penalty @ 100/- per day per worker would be imposed. The Uniforms and Identity Cards are required to be supplied by the Service Provider and this amount cannot be deducted from the wages of the worker. The Service Provider shall ensure that no worker on duty on any day without proper Uniform and Identity Card.
3. The tenderer should quote the rates in percentage, in figures as well as in the words.
4. The tenderer shall put his/her signature on all corrections in the tender regarding rates etc. Non-compliance with this condition will render the tender liable to rejection.



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5. The contractor shall be responsible for arranging all Manpower required and any material for them if required for smooth performance their duties.
6. In case of any lapse in performing their duties and is observed by Hartron officers, the penalty @ 0.5% of monthly charges will be recovered from the running bills.
7. The police verification of manpower/ labour to be provided to HARTRON shall be the sole responsibility of Service Provider.
8. The contractor shall be fully responsible to dispose off solid waste, garbage using his own vehicle from office to nearest garbage pit as per terms and conditions of Municipal Act.
9. The contractor shall always maintain hygienic conditions in HARTRON premises/building.
10. In case any employee of the Service Provider/ Contractor is on leave or absent from the job for any reasons, the Service Provider/ Contractor would provide substitute/ replacement immediately; **failing which the Service Provider/ Contractor shall be liable to pay double the amount of wages of absent employee to the Corporation till the period/duration, his substitute is provided.** The Corporation reserves the right to assign duties to any other person against the absent employee of the Service Provider/ Contractor during this period. Frequent failure to provide replacement by the Service Provider/ Contractor within the period specified above may result in cancellation of contract and forfeiture of the Bank Guarantee.

c) Obligations & Liability of contractor:

1. The Service Provider shall give an undertaking to the following effect in the form of an affidavit of Rs. 10/- on non-judicial stamp paper duly attested by the Notary Public/Executive Magistrate and the same shall be part of the agreement:-“Corporation shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider’s employees/agents directly and/or indirectly, in any manner whatsoever”.
2. Any relevant instructions issued by the Labour Department/Government/ Corporation from time to time shall be adhered to by the Service Provider.



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3. The contractor shall be required to sign the contract agreement within 07 days of the intimation of acceptance of the **tender to him**. Failure on his part to do so may result invalidation of the contract and forfeiture of the securities and earnest money.
4. The tender offer shall be valid upto 90 days from the date of opening of tenders. If the tenderer withdraws or amends his offer within a period of 90 days, from the date of opening of tenders, he is liable to be **black listed**. The earnest money so deposited shall be forfeited.
5. The bidder shall be required to get the requisite labour licenses for the numbers of person deployed for the requisite work from the concerned departments. A copy of this shall have to be submitted to HARTRON immediately after the award of contract. No payment shall be released in the absence of this document.
6. For ensuring proper discipline, the manpower deployed shall mark their attendance on AEBAS system installed at HARTRON premises and the contractor shall also keep his own manual attendance register for the purpose. HARTRON shall monitor the attendance of the deployed manpower.
7. Discipline of the deployed manpower shall be the sole responsibility of the contractor and any indiscipline/misconduct on the part of the deployed manpower shall be promptly attended by the contractor.
8. The bidder shall strictly follow **Minimum Wages Act, 1948** and subsequent amendments issued from time to time.
9. The contractor shall abide by rules, regulations and other instructions issued by the local Govt. / Govt. of India, concerning labour laws.
10. The MD HARTRON or his authorized officer shall be at liberty to impose fine on the selected Service Provider which can go upto Rs. **1000/-** per day for non-payment/late payment of wages.
11. In case where the payment is delayed by two months or more, the Corporation shall be at liberty to initiate action to blacklist the service providers and forfeit its PBG.
12. If the information furnished by bidder is found to be false at any stage, the bid may be rejected or agreement may be terminated. The amount what so ever withheld by the **owner** shall be forfeited or loss recovered.



d) Indemnification

1. The Service Provider/ Contractor shall fully indemnify the Corporation for the following:-

- i. Any loss suffered by the Corporation because of any omission or commission on the part of Service Provider/ Contractor in discharge of its contractual and legal obligations during the validity of the contract.
- ii. Any orders of the Labour Court in case of any dispute between the security staff and Service Provider/ Contractor on account of any payment on the orders of the Labour Court.
- ii. Any **award/decreed** of the Court of Arbitration by any judicial or quasi-judicial authority.

The loss or amount payable shall either be payable by the Service Provider/ Contractor or the same may be adjusted against the Indemnity Bond provided by the Service Provider/ Contractor. The responsibility of Service Provider/ Contractor shall not be limited to the amount payable in the Indemnity Bond or the Performance Bank Guarantee **but shall remain absolute and reimbursable by the Service Provider/ Contractor.**

2. The Corporation shall have right to adjust or deduct any of the amount on account of damages or loss caused to HARTRON due to negligence of duty by the deployed staff against the Indemnity Bond submitted by the Service Provider/Contractor.
3. The Service Provider/ Contractor shall ensure that persons deployed by him do not allow any property/item/equipment of the Corporation to be taken out of its premises without appropriate Gate Pass, signed by the designated officer/official.
4. In case of any theft, the contractor shall be responsible for the same and loss against the theft shall be recovered from the contractor.
5. In case the contractor's employee suffers any type of injury while performing duty, the contractor shall be wholly and solely responsible to bear any claim of the employee. HARTRON shall not be responsible at any level.



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e) Others

1. The Bidder will not sublet the contract at any stage. If so found, the contract order will be cancelled, security deposit forfeited and the payment of the job done shall not be made.
2. The contract shall be assigned initially for a period of one year from the date of assignment of work, which shall be renewed for another one year, in case the services provided by the Service **Provider/ Contractor are satisfactory**.
3. **The contract shall be originally for a period upto 31.03.2017. However, the contract period can be extended further for one year on the same rates, terms and conditions if the contractor's performance is found to be satisfactory by HARTRON.**
4. The Staff to be provided by the Service Provider should be of minimum age of 18 years up to the maximum age limit of 60 years.
5. The acceptance of the tenders will rest with HARTRON, which will not be bound to accept the lowest tender and reserves the authority to reject any or all the tenders even without assigning any reasons.
6. Bidders are advised to visit the site of work and acquaint themselves prior to submission of their bid, failure to visit the site shall in no way relieve the successful bidder of the obligations in performing the work in accordance with this document with the quoted price. It is mandatory for the bidder to quote as per bid requirements.
7. HARTRON will not be responsible for the loss of the bid documents or for delay in postal transit.
8. HARTRON will not be responsible for any cost of expenses incurred by the bidder in connection with preparation and delivery of his bid or for any other expenses incurred in connection with such bidding.



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9. HARTRON will provide towels for toilets to the contractor and contractor will place it in toilets as and when required. The washing will be done by the bidder at his cost.
10. The number of personnel's to be engaged for the house keeping service shall be strictly as specified in the DNIT. In case of any reduction in manpower, cost thereof would be recovered @ double the rates considered in the tender document.
11. The contractor shall ensure that only qualified staff is employed by him as per the qualification schedule given in this documents and the contractor will provide a list of employees along with their qualifications/ experience.
12. The staff/workers deployed by the contractor shall wear a neat, clean and proper uniform (issued to them by the contractor and approved by HARTRON) and should be well dressed in all the manners, during the duty hours. The contractor shall also issue proper laminated identity cards to his workers deployed in the complex, who shall permanently display their identity cards while on duty.
13. MD, HARTRON or his authorized officer reserves the right to increase or decrease the scope of work without assigning any reason.
14. MD, HARTRON reserves the right to terminate contract with the agency, if they are not giving satisfactory performance by issuing a notice of 30 days.
15. Qualification and responsibilities for the deployment of workers are attached at Annexure 'C'.



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**SECTION V:
Annexure's**



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All applicants shall submit the following information:-

Sr. No.	Particulars	Annexure
1.	Business Details Entity Profile	'A'
2.	Undertaking (ESI,EPF etc.)	'B'
3.	Supervisory staff Qualifications & Responsibilities	'C'
4.	Form for Price Bid	'D'
5.	Undertaking Bank Guarantee	'E'
6.	Work experience	'F'

Note:

In support of the date given:-

1. Attach copies of the audited balance sheet of the last three financial years ending 31.03.2016 duly certified by Chartered Accountant.
2. Name and address of the bank providing credit limit.



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Annexure 'A'

Entity's profile

S.No.	Details required	Remarks
1.	Legal Name of Entity:	_____ _____
2.	Type of Business:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other
3.	Company Identification No. (CIN):	_____
4.	Business Address:	_____
	City	_____
	District	_____
	State	_____
	Zip code	_____
	Telephone Nos.:	_____
	Contact email:	_____
5.	Registered Address of the Company:	_____
	Address:	_____
	City:	_____
	District:	_____
	State:	_____
	Zip code:	_____
	Contact Person:	_____
	Telephone Nos.:	_____
	Contact email:	_____
	Company Website URL:	_____



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6. PAN No. of the bidder: _____
TAN No. of the bidder: _____
VAT or CST of the bidder: _____
7. Has the firm transacted business under any other previous names? Yes
 No
If yes, under which name business transacted: _____
8. Ownership of the Company/Firm: Yes
 No
- Whether Company owned or controlled by parent Company? No
 - If yes, complete the following:
Legal name of the parent company: _____
Full address of parent company: _____
Street: _____
City: _____
District: _____
State: _____
Zip: _____
9. Relationship with the parent company: Subsidiary
 Division
10. Date of ownership: _____
11. Shareholding pattern of Parent Company:
- Percentage of shares held by the parent company _____
 - Other majority shareholders in the Indian Company _____
 - Details of Board of Directors
i) _____
ii) _____
iii) _____
iv) _____



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12. Name of Bid and Contract Signing

Authority - I:

Name: _____

Designation: _____

Contact No.: _____

Email: _____

Power of Attorney or resolution of Board of Directors through which authorized as signatory _____

Authority - II:

Name: _____

Designation: _____

Contact No.: _____

Email: _____

Power Of Attorney or resolution of Board of Directors through which authorized as signatory: _____

13. • Memorandum of Association (MOA) and Articles of Association of the company:

- Bye Laws and certificates of registration (in case of registered firm): _____

14. Whether MOA of Bidding Company allows entering into the bid of respective services? If yes, indicate the relevant clause.:



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B) Company's Financial Details

1. Authorized Capital of the Indian Company: _____
2. Paid up Capital of the Company: _____
3. Turnover of the Indian company for last three years: _____
4. Net worth of the Indian company for last three years: _____
5. Profit of the Indian company for last three years: _____
6. Customer references: _____
7. Past 1-3 year record for providing services: _____
8. Awards and recognition received, if any: _____
9. Details of the Banker: _____
10. Name: _____
11. Address: _____
12. Current A/c No.: _____
13. IFSC Code: _____



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C) Company's Legal Details

1. In the past five years prior to the date of this application, has this entity or any principal of the entity has been deemed to be in default on any contract, or been forcefully terminated from any contract? If yes, state the names of the entity, relationship to firm and the circumstances. Yes No
- (Submit affidavit)
2. Whether an undertaking (Affidavit) submitted that the bidder has not been blacklisted/debarred by any central/state Government department/organization Yes No
3. Whether an undertaking (Affidavit) submitted to the effect that there has been no litigation with any Government department/organization on account of similar services Yes No
4. Whether the entity has undergone legal proceedings with the State Authority(ies) in the past three years. Yes No

If yes, Submit details

Details of Dispute	Year	Name of Client, cause of litigation and matter of dispute	Award for or against application	Actual Awarded amount

Authorized Signatory : _____

Name : _____

Designation : _____



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Annexure 'B'

Undertaking

(On NJSP of Rs.20/-, duly Notarized)

I, the undersigned (Director/Proprietor/Partner) hereby undertake that my firm/company M/s _____ would abide by the following:

1. All applicable provisions of welfare legislations and more particularly with the contract Labour (regulation and Abolition) Act, 1970.
2. Will provide necessary EPF/ESI nos. to the individual manpower to be deployed for maintaining services/activities and a list of the same will be submitted to HARTRON.
3. Will ensure that annual EPF statement is provided to every individual after closure of financial year and I understand that my security will only be released when I satisfy the Corporation that EPF deductions have been deposited in the individual accounts.
4. Will submit monthly statements/letter showing names, EPF Account, Wages and EPF Contribution details addressed to EPF authorities enabling the Corporation to deposit the EPF Contributions (Employer as well as employee) directly to be substantiated with the U.I.D. number for staff deployed in HARTRON.
5. Certificate of ESI deposited with the concerned authorities shall be submitted with the Corporation.

Signed by an authorized officer of the firm

Title
Name
Date

Authorized Signatory : _____

Name : _____

Designation : _____



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Annexure 'C'

Supervisory Staff

Name & Designation	Age	Years with firm	Qualification & date attained	Total Years of experience	UAN No.	ESI Code No.

Authorized Signatory : _____

Name : _____

Designation : _____



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Annexure - D

FORM FOR PRICE BID

I/We hereby tender for the execution of the works for the Haryana State Electronics Development Corporation Ltd. (here in after referred to as HARTRON) specified in the underwritten memorandum within the time specified in such memorandum.

Single percentage rates have been quoted in the box specified below in figures as well as in words above/below applicable on each items of Bill of Quantities.

We quote our rates _____ (in figures) above/below as service charges on prevailing DC Rates which will be applicable on the rate of each item of Bill of Quantities	We quote our rates _____ (in words) above/below as service charges which will be applicable on the rate of each item of Bill of Quantities
---	--

In the event of variation of rates, entered above in figures and words, of these rate with lower value shall be considered. Only single percentage has been entered. In case more than one percentage is found to be entered, the tender may be rejected.

Authorized Signatory : _____

Name : _____

Designation : _____



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Annexure - E

UNDERTAKING

Date: ___/___/___

Managing Director
Haryana State Electronics Dev. Corpn. Ltd., (HARTRON)
SCO 111-113, Sector 17-B,
Chandigarh.

Sir,

Having examined the Bidding Documents of Tender HARTRONAdmn:2016-17/01, we, the undersigned, offer to provide services in conformity with the Bidding Documents for same as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to commence the contract within 15 days. If our bid is accepted, we will give security in form of a fixed deposit from a Scheduled Bank for a sum equivalent to 5% including EMD for the due performance of the Contract.

We agree to abide by this bid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

If, this tender is accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract so far as applicable or in default thereof forfeit of security deposited to and pay to the Corporation or its successors in office the sums of money mentioned in the said conditions.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order amongst the Bidders.

Dated _____ Day of _____ Month _____ 20_____

Authorized Signatory : _____

Name : _____

Designation : _____



Haryana State Electronics Development Corporation Limited

हरियाणा राज्य इलेक्ट्रॉनिक्स विकास निगम लिमिटेड

(a state government undertaking/हरियाणा सरकार का उपक्रम)

CIN U00000CH1982SGC004963

Annexure 'F'

Work Experience

List of relevant projects of value of package (for which pre-qualification is sought), completed/still continuing, during the last five years.

Name of Company/Client Name of the responsible person for Supervisions	Name location	Nature & discipline of work	Contract value in India Rs.	Date of commencement	Date of completion	Remarks

Authorized Signatory : _____

Name : _____

Designation : _____