

MUNICIPAL CORPORATION YAMUNA NAGAR-JAGADHRI.

Notice inviting Short Term E-Tenders

On behalf of Commissioner, Municipal Corporation Yamuna Nagar-Jagadhri online etenders.hry.nic.in are hereby invited from the eligible contractors/firms for the works as mentioned below:-

The tender will be opened on 22.03.2017 at 03:00 PM in the office of Commissioner MC Yamuna Nagar- Jagdhri.

Sr. No.	Description	Form Fee	Estimate Cost per Month	Earnest Money	Bid Security (Rs.) Contractor /Society	Turn over Last three Years of Contractor/ Society	Start & End Date of Tender Download	Document Submission Dated	Date of Tender Opening	Time Allowed (Months)
1.	Providing out Sourcing/ Services of 101 Nos. Fire Operator for Fire Service Complete In all respect. (w.e.f.01.04.2017 To 31.03.2018	2000/-	20 Lacs	1 Lac	10 Lacs	1 Corer	14.03.2017 To 22.03.2017 To 01:00 PM	22.03.2017 02:00 PM	22.03.2017 03:00 PM	12 Months

Fire Station Officer
For: Commissioner
Municipal Corporation,
Yamuna Nagar-Jagadhri

Detailed Terms & Conditions

Sub:- Outsourcing of service of fire Operators for Municipal Corporation Fire Station
Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli**.

PART-1

Eligibility Criteria:-

Intending tenders includes an individual or a firm/company or society registered under the relevant act.

- a. Intending tenders should be registered with the Labour Department of State/Central Govt. having at least three years experience in the related field and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned department (s) of the Government.
- b. The intending tenders shall submit proof of solvency amounting to Rs. **10 Lacs** From a scheduled bank.
- c. The intending tenders shall submit documentary proof in support of satisfactory performance of the contract from the concerned Departments/Agencies where he has undertaken such job during the past three years. The intending tenders should submit documentary evidence including contract signed in the last 3 years with performance certificate from the client to prove that the Service Provider has 3 years experience in providing staff for the purposes mentioned in tender notice.
- d. The intending tenders 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.
- e. The annual turnover of the intending tenders should not be less than Rs. **1 Crore** per annum for the last three years duly certified by the Chartered Accountant. It is also made clear that the requirement throughout the territorial jurisdiction of Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** shall have to be met by the Service Provider.
- f. The following documents shall be submitted along with the tender duly filled and signed and complete in all respects:-

I. Registration Certificate of the service Provider under companies Act duly attested by the Gazetted Officer of the Government/Notary Public.

OR

II. Copies of the relevant documents if the Service Provider/firm is sole proprietary firm duly attested by a Gazetted Officer of the Government/Notary Public.

OR

III. Copies of the partnership deed duly attested by a Gazetted Officer of the Government/Notary Public.(Please submit relevant documents as applicacable in your case)

- g. Certification of financial competence from a nationalized bank & audited balance sheet of the last 3 years duly certified by the Chartered Accountant.
- h. The intending tenders shall submit Income Tax Return & Income Tax clearance certificates duly attested by the Income Tax Authorities for the last three years.

PART-II

Other Terms and conditions

1. 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 lower than 2% on concerned DC rate.
2. In case lowest rates quoted by 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 2% will not be considered.
3. The Bid of any Tenders who has not complied with one or more of the conditions prescribed in the terms & conditions/minimum technical parameter will be summarily rejected.
4. Tenders shall quote monthly complete rates for the services required as per tender notice which should not be less than the above prescribed rates over and above the DC rates in the State of Haryana fixed under the Minimum Wages Act. 1948, indicating the details of ESI,EPF, Service Tax etc.
5. The Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** reserves the right to increase or decrease the scope of work without assigning any reason.
6. The Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** will reimburse the wages & other statutory charges and no advance payment will be allowed to the successful bidder.
7. The payment of monthly wages of the outsourced staff shall be made by the service provider in their saving Bank Accounts linked with AADHAAR Card through ESCROW account. The Service provider will submit the wages bill along with complete details of contractual staff wise name and designation. Address of the contractual employee. Complete details of statutory deductions EPF/ESI Account Number etc.to the Corporation/Council/ Committee/ Fire Station by the 7th of every month for payment. The bills submitted for payment by the service the provider will be cleared/paid by the concerned office up to 10th of the each month in the ESCROW Account. In no case, the payment to the contraction staff will be made latter than 14th of each month.
8. ESCROW Account shall be opened by the Agency at **Yamuna Nagar** Which will be operated by the S.A.O./A.O. & DDO. Copy of the wages bill duly passed by the DDO will be sent to the S.A.O./A.O. to give direction to the bank for payment to the quarter concerned. The direction for disbursement of wages and deposit of statutory deductions will be given of the bank by the S.A.O./A.O. in accordance with the wages sheet. EPF.ESI & Service charges etc. As provided by the Branch.
9. The S.A.O./A.O. in appointed as 'Nodal Officer' to monitor the disbursement of wages to the outsourced staff and deposit of statutory deductions with the concerned authorities.
10. All the 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. The DDO will pass the wages bill along with statutory deductions and S.A.O./A.O. shall deposit the said account in the ESCROW Account.
11. The Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** shall nominate a dedicated officer to ensure the timely release of payments of the Service Provider.
12. The Service Provider will provide services for different activities as per requirement of the Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** for different periods.
13. Police verification of manpower provided shall be the sole responsibility of Service Provider.
14. The Service Provider will not be allowed to sublet the contractual work under any circumstances.
15. Identity cards will be provided to the personal. Whose services are offered to the Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** by the service provider.
16. Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** shall be at liberty to impose fine on the selected service provider which can go up to Rs.1000/- per day for non-payment /late payment wages.
17. In case where the payment is delayed by two months or more, the Municipal Corporation Fire Station Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli** shall be at liberty to initiate action to blacklist the service provider and forfeit its PBG.
18. Entries denoting the time and place of payment of wages and the payments actually made shall be made in the register of wages simultaneously as the payments are made.

19. The service provider will be responsible for obtaining a valid license or renewal from the competent authority/Labour Commissioner and supply the same to the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli**
20. Condition of deployment of adequate staff as mentioned in Annexure D will be adhere to by the Service Provider.
 - a. The Service Provider who is awarded the contract shall have to sign a service agreement on non-Judicial paper worth Rs. 100/- on the prescribed format within 15 days of the offer of the contract failing which the Service Provider will be black listed and its EMD shall be forfeited.
 - b. Tenders will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** for a period of one Year valid from the date of issue of work order.
21. The Successful tender (herein after also called Service Provider) shall be required to furnish bank guarantee for (Annexure-A) a sum equal to one month's salary of the staff engaged within 15 days of issue of work order. Valid for one year and three months from the date of submission of PBG (Performance Bank Guarantee).
22. 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. Department 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''
23. The Performance bank Guarantee, 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 tenders would be released on receipt of above mentioned documents.
24. The Service provider shall have to submit an affidavit duly attested by the Executive Magistrate/Notary Public as per **Annexure-B**.
25. The Successful tender shall deploy manpower as per the requirement of the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli**
26. The Service provider would provide Uniforms as prescribed by the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** 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 of Enforcement Wing is on duty on any day without proper Uniform and Identity Card.
27. Failure on the part of the Service Provider in complying with any of the clauses shall make the Service Provider liable for penalty which the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** might consider necessary and equitable. The Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** may also without the payment of subsequent months in case of such failure on the part of the Service Provider.
28. The offer must be kept valid for acceptance for a period of three months from submission of Tender. In case wages of the month could not be disbursed by 14th of the following month to any worker because of his absence or non-availability, the same shall be deposited by the Service Provider with the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** with a statement which incorporates complete address of the workers along with challan for depositing the amount involved. The statement and challan shall be countersigned by the two officials deputed by the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** for overseeing the payment to the workers.
29. The Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** shall have further right to adjust or deduct any amount on account of damages of loss caused due to negligence of duty by contractual staff deployed by the successful Service Provider from his running due payments under this contract and can also be charged against the Performance Bank Guarantee/Indemnity Bond.
30. The successful Service Provider shall ensure that the persons so deployed do not allow any property of the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** to be taken outside the premises/jurisdiction without a proper permission granted by designated officer/official.

31. Income Tax shall be payable by the Service Provider and deducted at source as per law. In case of insufficiency of the amount of service charges available for deduction of the Income Tax payable, the Service Provider shall have to deposit the difference with the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** along with the bill of wages for the month.
32. The manpower provided by the Service Provider shall always remain employees of the Service Provider for all intents and purposes and the Service Provider alone shall be liable for any dispute which may have any sort of legal repercussions in a competent court of law.
33. The Service Provider or his staff shall fully indemnify the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** for the following:-
 - I. Any loss suffered by the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** due to any omission or commission on the part of their Service Provider or the staff in discharge of its contractual and legal obligations during the validity of the contract.
 - II. Any orders/directions of the Labour Court/any other competent court in case of any dispute between the contractual staff and the Service Provider on account of any payment or the orders of the Labour Court shall be binding upon the Service Provider.
 - III. Any award/deed of the Court of arbitration by any judicial or quasi-judicial authority.
34. 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 Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** and this will be considered as a valid ground to black list the Service Provider and in cash his performance bank guarantee.
35. Any dispute arising out of this contract at any stage shall be referred to the Commissioner. Municipal Corporation/Deputy Commissioner (for Municipal Council/Municipal Committee) whose decision shall be final and binding upon the service providers.
36. FORCE MAJEURE: Any failure or omission or commission to carry out the provisions of this contract by the Service Provider shall not give right to any claim by any party, one against the other, if such failure of omission or commission arises from an act of god, which shall include an act of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence.
37. Service Provider shall read over the tender documents including the draft agreements (s) and having understood the contracts will certify as under:-

“I/we undertake to abide by the terms and conditions as laid down in the tender documents/ agreement, in case the contract is awarded to me/us in the near future”
38. Any relevant instructions issued by the Labour Department/Government/Corporation from time to time on this subject shall also be adhered to by the Service Provider.
39. The detailed conditions relating to qualification and experience of staff to be outsourced and given in Annexure 'C' of the tender document.
40. The decision of the tender Acceptance Committee shall be final and binding upon all the Service Providers participating in the tender called by the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli**
41. The Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** reserves the right to change any terms & conditions at the time of execution of service contract between the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** and the Service Provider and execution of ESCROW contract between the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** and Service Provider and the Bank.

Place: (Signature of the Service Provider)

Financial Proposal

Sub:- Outsourcing of Services of Fire Operator in Fire Service for the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli**

FORMAT FOR FINANCIAL PROPOSAL

We are pleased to quote the following Service Charges in percentage on DC rates, as applicable, for the Assignment as per the scope specified in this document:-

Sr. No.	Name of Activity	Unit	Quoted rate in percentage (%) to be written both in figures and words
1	Outsourcing of activities/services of Fire Operator, for Fire Station Yamuna Nagar	Monthly service charges in percentage on DC rates	

Notes:-

1. The Financial Proposal is Inclusive of all out of pocket expenses which may be incurred towards travel, documentation, conducting CSTF meeting in the Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** as well as communication expenses during the assignment period.
2. The Financial Proposal is Inclusive of all the taxes i.e. income tax, professional tax, service tax etc.
3. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Signature &

Stamp of Bidder

Address:-

E-mail:-

Contact No:-

Technical Proposal

Sub:- Outsourcing of Services of Fire Operator in Fire Service for the Municipal Corporation Fire Station
Yamuna Nagar-Jagadhri Market Committee, **Bilaspur & Chhachhrauli.**

FORMAT FOR TECHNICAL PROPOSAL

We are pleased to submit the technical proposal as per details given below:-

Sr. No	Description of the document	Documents attached Yes/No
1	Service Providers should be registered with the Labour Department Of State/Central Govt. having at least three years experience in the Related field and also having ESI/EPF/PPF, Service Tax and PAN/ TAN No. from the concerned departments of the Government.	
2	The intending tenders shall submit documentary proof of solvency amounting to Rs. scheduled bank.	
3	The intending tenders shall submit documentary proof in support Of satisfactory performance of the contract from the concerned Departments/Agencies where he undertaken such job during the Past three years.	
4	The intending tenders 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	
5	Proof of annual turnover of the intending tenders not less than Rs..... per annum for the last three years duly certified by the Chartered Accountant.	
6	The following documents shall be submitted along with the tender duly filled and signed and complete in all respects:- Registration Certificate of the Service Provider under Companies Act duly attested by the Gazetted Officer of the Government/Notary Public. OR Copies of the relevant documents if the service Provider/firm Is sole proprietary firm duly attested by a Gazetted Officer Of the Government /Notary Public. OR Copies of the partnership deed duly attested by a Gazetted Officer of the Government/Notary Public.)Please submit Relevant documents as applicable in your case.)	
7	The intending renderers should submit documentary evidence including contract signed in the last 4 years with performance certificate from the client to prove that the Service Provider has 3 years experience in providing manpower or providing staff for the purposes mentioned in tender notice	
8	Certification of financial competence from a nationalized bank & Audited balance sheet of the last 3 years duly certified by the Chartered Accountant	
9	The intending tender shall submit Income Tax Return & Income Tax clearance certificates duly attested by the Income Tax Authorities for the last three years	

Signature &
Stamp of Bidder

Address:-

E-mail:-

Contact No:-

BANK GUARANTEE

Whereas Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** (hereinafter referred to as the Owner) which expression shall unless requirement to the Context, include its legal representative, successors, and assign entered into a Security Services Contract (hereinafter referred to as the Contract) with M/s. (hereinafter referred to as the Service Provider) which expression shall unless repugnant to the contest, include its legal Representative, successors, and assigns based on the terms and conditions in the Contract.

AND WHEREAS by the said contract the owner has agreed to pay and Service Provider for the works carried out by the said Service Provider in terms of the said contract for the Security Services.

We M/s. _____ (here in after called 'the bank') at the request of the Service Provider do as a primary obligator and not merely as surely. hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the Owner by reason of any failure of the Service Provider to perform and omission or negligence to perform any part of its obligations to the satisfaction of the Owner in terms of the Contract.

We the bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of any breach by the said Service Provider of any of the terms and conditions contained in a said contract or by reason of the Service Provider's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding one month salary of staff employed.

We, the bank, undertake to pay to the Owner any amount so demanded by the Owner, not with standing.

1. Any dispute or difference between the Owner and Service Provider or any other person or between the Service Provider or any person or any suit or proceeding pending before any court of tribunal or arbitrator relating there of.
2. The invalidity, irregularity or unenforceability of the contract or
3. Any other circumstances, which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the Owner to enforce the obligations by the Service Provider or any other person for any reason whatsoever.

We, the bank further agree that the guarantee therein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all dues of the Owner under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Commissioner, Municipal Corporation Fire Station **Yamuna Nagar-Jagadhri** Market Committee, **Bilaspur & Chhachhrauli** . Deputy Commissioner, **Yamuna Nagar** that the terms and conditions of the said contract have been fully and promptly carried out by the said Service Provider and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the Service Provider shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the Owner, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the of the insolvency, Liquidation or bankruptcy of the Service Provider or otherwise who so ever .We, the bank, will not counter claim or set off against its Liabilities to the Owner hereunder any sum outstanding to the credit of the Owner with it.

We, the bank further agree with the Owner that the Owner shall have the fullest Liberty without our consent and without affecting in any manner obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time and of the powers exercisable by, the Owner against the said Service Provider and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our Liability by reason of any such variation or extension being granted to said Service Provider or for any forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Service provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effected of so reliving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider.

We, the bank lastly undertake not to revoke this guarantee during its currently except with the previous consent of the Owner in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

This Bank Guarantee amounting to Rs.10 Lacs will be valid up to Paired of Contractor And Bank will not entertain any claim thereafter.

Place:

Date:

Signature and seal of the Bank.

Annexure-B

AFFIDAVIT

I _____ S/o _____ resident _____ district _____ Service Provider/Partner/Sole Proprietor (Strike off word which is not applicable) of the firm M/s. _____ do hereby solemnly affirm and declare that (1) our firm/company is not blacklisted by Government or any organization (2) any individual/firm companies blacklisted by the Union Govt. or UT Government or any partner or shareholder thereof is /are not directly or indirectly connected with or has any subsisting interest in the business of my our above said firm.

DEPONENT

Dated _____

Place _____

I hereby solemnly declare and affirm that the above declaration so true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Dated _____

DEPONENT

Annexure-C

THE EDUCATIONAL QUALIFICATIONS AND EXPERIENCE OF FIRE OPERATOR TO BE PROVIDED BY THE SERVICE PROVIDER FOR OUTSOURCING IN FIRE STATION **YAMUNANAGAR**

Sr. No	Category of post	Qualification & Experience	Requirement of Manpower at different Fire Station Yamuna Nagar ,Jagadhri, Bilaspur & Chhachharuli of entire District Yamuna Nagar.
1.	Fire Operator	<p>I. 10+2</p> <p>II. Heavy Motor Vehicle Driving License.</p> <p>III. Hindi/Sanskrit up to Metric Standard of higher Education.</p> <p>IV. Basic course in Fire fighting recognized by Govt. of India/State of Haryana.</p> <p>V. Should have minimum physical standard i.e. height-5'-7", Weight 54 Kg. and chest 32"(inches) unexpanded and 34"(inches) expanded (without clothes).Eye Sight 6/6 (without glasses) and 6/6 (with or without glasses after the age of 45 Years).</p> <p>VI. Should not be colour blind.</p>	101 Fire Operators