From

Director, General Higher Education, Haryana,
Shiksha Sadan, Sector-5, Panchkula.

To

Director General, Information, Public Relations,
& Cultural Affairs Department,
SCO No. 23, Madhya Marg, Sector-7/C, Chandigarh.

Memo No. 4/32-2017 Ad. (4)
Dated Panchkula, the 12/2/18

Subject:- Publication for tender notice for engaging of Legal Assistant in the Directorate of Higher Education, Haryana, Panchkula.

Refer to the subject cited above.

Kindly find enclosed herewith a Tender Notice for engaging of Legal Assistants in the Directorate of Higher Education, Haryana, Panchkula. It is therefore, requested to publish this notice immediately in the same date in two leading newspapers i.e. The Tribune Chandigarh (English edition) and Danik Bhaskar (Hindi edition). Softcopy has already been sent by mail at dlpradrt@gmail.com.

DA/As above

12/2

Superintendent Administration
for Director General Higher Education, Haryana,
Panchkula

Copy to IT cell for uploading on web site.

12/2/18

DIRECTOR GENERAL HIGHER EDUCATION, HARYANA

Shiksha Sadan, Sector-5, Panchkula

TENDER NOTICE

Director General Higher Education, Haryana, Panchkula intends to outsource manpower as Legal Assistant for performing Legal duties at Head Quarter for a period of six months on D.C. Rate basis with mutual consent of both the parties. The tentative requirement is 4 persons, which is subject to further variation as per requirement of Department. Minimum requisite qualification for the post is Degree with Bachelor of Law (L.L.B./B.Sc. L.L.B./B.Com./ L.L.B/B.A.) who is having the licence as an Advocate from Bar Council with at least two years' experience at any Bar Association.

Sealed Tendered along with earnest money of Rs. 50,000/- (Fifty thousand only) in the shape of pay orders or demand draft in favour of Registrar Education, Haryana payable at Panchkula are invited from the Registered Outsourcing Agencies/Service providers having at least three years' experience in the related field and valid licence from Labour/Home Department of a State/Union Territory and also having valid ESI/EPF/PPF, Service tax and PAN No's from the concerned department of the Government for all purposes. The tender form can be obtained from this Department on any working day or can be downloaded from the website **www.highereduhry.ac.in**

The interested Registered Outsourcing Agencies/ Service providers should submit their offers so as to reach the O/o Director General Higher Education, Haryana, Shiksha Sadan, Sector-5, Panchkula not later than 28th February, 2018 by 3.00 P.M. duly super-scribed on the envelop "Tender for outsourcing manpower for performing Legal duties at Headquarter". The tender will be opened on the same day at 4.00 P.M. in the O/o Director General Higher Education, Haryana, Shiksha Sadan, Sector-5, Panchkula in the presence of all concerned who may like to be present and the committee as notified by Director General Higher Education.

The Director General Higher Education, Haryana reserves the right to accept or reject any/all tender (s) without assigning any reasons.

Sd/-
(Dr. Santa Malik)
Additional Director Administration
for Director General Higher Education,
Haryana, Panchkula.

TENDER DOCUMENT FOR PROVIDING OUTSOURCING SERVICES TO THE DIRECTORATE OF HIGHER EDUCATION

PART-I

ELIGIBILITY PARAMETERS

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

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

SIGNATURE OF THE TENDERER

ADDRESS_____

FINANCIAL BID

Lump sum Rates to be quoted for outsourcing of the manpower with wages, EPF, ESI, Service Charges, PF, GST, if any:-

S.No.	Name of the Activity	Lump sum Rates per month (in Rs.) per person
(1)	(2)	(3)
1		
2		
3	Legal Assistant.	
4		
5		
6		
7		

Note:

1. The rates quoted above shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the tenderer.
2. Leave reserver for weekly rest and other holiday/National holidays shall be provided by the Service Provider and no extra charges will be paid by Director General Higher Education, Haryana, Panchkula.
3. The selected agency will have to sign a service agreement on the given format within seven days from the date of the receipt of work order.
4. The expenses will be as under as per D.C. rate prescribed by D.C. Panchkula, Vide letter No. 592-741/DN/2017-18 dated 04.05.2017:-

1.	Wages Rs. 23320 per legal Assistant	=Rs. 23320-00
2.	ESI 4.75%	=Rs. 1107-00
3.	PF 13.15%	=Rs. 3066-58
4.	Service Charges 3%	=Rs. 699-60
5.	GST 18% on Service Charge	=Rs. 4197.60
Total		=Rs. 32390.78
Say		=Rs. 32390.78

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

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

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

Place:- _____ Signature of Tenderer_____

Dated:- _____ Name of the Tenderer _____

Address: - _____

NATRUE AND SCOPE OF WORK TO BE COUTSOURCED

S. No.	Location where manpower is required	Activity to be outsourced	Scope of Work Job Requirement /Responsibility	Qualification
(1)	(2)	(3)	(4)	(5)
1	Director General Higher Education, Haryana, Panchkula	Posts of Legal Asstt.	Deal with all court cases from receipt till final stage. Advise on legal issues pertaining to the field. Discuss and prepare draft reply in consultation with the HQs. Any other assign work related to court cases/legal matters.	Degree with Bachelor of Law (L.L.B./B.Sc./L.L.B./B.Com/B.A./L.L.B.) having the licence as an Advocate from Bar Council with atleast two years experience at any Bar Association.

Minimum Eligibility Criteria:-

Minimum criteria for eligibility is given below:-

1. The Agency/firm/organization should be registered under Company Act 1956, Society Registration Act/Trust Act etc.
2. Good financial strength having in minimum turnover of Rs. 1. Lakhs during each of the last three financial years. Audited balance sheet or CA's Certificate of last three years should be submitted.
3. Agency/firm/organization must have at least three years experience in the relevant field across cities/states preferably in the Government Sector.
4. Having minimum Thirty registered personnel in the relevant field. The list of such professionals shall be submitted alongwith Technical Bid.
5. Joint venture/Consortium/MOU will not be considered.
6. The offer should be for entire work and not for the part work.
7. The price quoted should be all-inclusive and not open-ended Agency/firm/organization should keep their bid valid for 90 days from the date of submission of the bid.
8. Technical and Financial Bid should be submitted in separate envelopes.
9. Financial Bids shall be opened of only those Agencies/Firms/Organizations which shall fulfill the above mentioned conditions.
10. After fulfilling the eligibility conditions, Financial Quote shall be the deciding factor meaning thereby that any firm having fulfilled above conditions and lowest rates shall be L1. However, if L2 wants to match the rates it shall be allowed. Similarly L1 can also lower its rates further based on the negotiations.
11. Should have supplied minimum 300 personals during last three years.
12. Firm should not have been blacklisted/debarred/penalized for non-performance.

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

TERMS AND CONDTIONS

1. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or submitted without the earnest money deposit will be summarily rejected.
2. In case the date of opening of a tender declared is a holiday the tender shall be received/opened on the next following day at the same time.
3. The Agency will have to deposit security to the tune of Rs. 50,000/- in the shape of "Fixed Deposit Receipt" covering the period of contract duly pledged in favour of the Director General Higher Education, Haryana, Panchkula.
4. Manpower to be provided by the agency shall always remain the employee of the agency for all intents and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law.
5. All the persons provided by the service agency/provider should be healthy, physically fit and free from communicable diseases. The agency should quote the consolidated lump rates per month in respect of staff deputed in the Department including wages and other statutory liabilities and benefits such as PF, ESI etc. available to the employees under Labour/Minimum Wages Act.
6. The service provider shall be responsible for the attendance of his staff in the Department. In case of any staff of the agency remains absent or granted leave by them, they will send/arrange his/her substitute otherwise a penalty of Rs. 200/- per day per person will be imposed upon him and the penalty so imposed will be deducted from the bill of the agency.
7. In case of inability of personnel deputed to the job in this Department, the same will be got done form the market at the risk cost of service provider and amount will be deducted from the bill presented in the Department.
8. In case the contractor discontinues the contract before the expiry of the period his security shall be forfeited.
9. The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, parentage, residential address, date of birth, academic qualification, previous experience etc. alongwith a photograph of the person.
10. The antecedents of the personnel deployed by the service provider should be credible and above board.
11. The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the agency will be responsible. The Director General Higher Education, Haryana, Panchkula will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Director General Higher Education, Haryana, Panchkula to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Department.
12. That the agency shall not sub-let the contract to any other concern/individual.
13. The Agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act and disburse the wages in the premises of the Department in the presence of person authorized by the Director on or before the 10th of each month. The

payment to the agency PF/ESI contribution will be released after seeing the statement of PF/ESI or any other statutory provision to be complied by the agency that the agency have deposited its part of the contribution in advance.

14. The Agency will be responsible for the payment of statutory liabilities such as PF/ESI and other charges etc, if any, in respect of persons deputed in the Department and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill.
15. The service agreement will be for period of six months from the date of taking over the charge of work. The Department may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions.
16. Income tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross Amount) of the Agency.
17. The Agency will have to deposit earnest money of Rs. 50,000/- with the tender in favour of Director General Higher Education, Haryana, Panchkula in shape of pay order/demand draft payable at Panchkula.
18. The agency awarded six months contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement.
19. The agency will be responsible for obtaining a license/renewing the license as the case may be, from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act, 1970 and the Department shall not be responsible for any damages/losses on this account.
20. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
21. The Director General Higher Education, Haryana, Panchkula reserves the right to terminate this contract at any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
22. That in case of any dispute with regards to the service agreement, the same shall be subject to arbitration by the Director General Higher Education, Haryana, Panchkula whose decision shall be final and binding on both the parties.
23. The outsource policy for engaging/outsourcing of services/activities issued by Government from time to time will be strictly followed by the outsource agency.
24. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
25. All necessary reports and other information will be supplied immediately as required and regular meeting will be held with the department.
26. The Department shall have the right, within reason to have any person removed that is considered to be undesirable or otherwise and similarly contractor reserved the right to change the staff with prior intimation to the department.
27. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges) failing which invites a penalty of Rs. 500/- each occasions and habitual offenders in this regard shall be removed from the department. The penalty on this account shall be deducted from the contractors bill.
28. Any damage or loss caused by contractor persons to the department in whatever would be recovered from the contractor.
29. Any liability arising out of any litigation (including those consumer courts) due to any act of contractors personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

30. The Department will bear no responsibility in the event of any accident/death and in any case and any claim being enforced by any Court, the department will not bear any financial liability as the contractor shall bear all expenses in such cases.