

**CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT,**

TENDER DOCUMENT SR. NO. \_\_\_\_\_

DATED \_\_\_\_\_

**1. TENDER NOTICE**

**CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT**

**'E' - TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "Group D Employees" IN GOVT. MODEL HIGH SCHOOL, SECTOR 49 & GMSSS 46 D U.T., CHANDIGARH.**

The e-tenders in prescribed form are invited in the office of Principal GMSSS, 46 D , Chandigarh, for outsourcing of following manpower services contract(s) through 'e' tendering process : -

Sr. No.	Name of work/ contract	Earnest Money Rupees (in lacs.)
1.	Providing Manpower as Group D in <u>GOVT. MODEL HIGH SCHOOL, SECTOR 49 &amp; GMSSS 46 D of U.T.,CHD</u>	<b>Rs 50,000/-</b>
<b>Milestone dates of Electronic Tendering</b>		
I	Downloading of e-tender documents	Start date: 02.03.2017 at 02.00 p.m. End Date: 17.03.2017 at 1.00 p.m.
II	Clarification, if any,	Start date: 02.03.2017 at 02.00 p.m. End Date: 17.03.2017 at 1.00 p.m.
III	Date of submission of e-TENDER	Start date: 02.03.2017 at 02.00 p.m. End Date: 17.03.2017 at 1.00 p.m.
IV	Physical submission of EMD, Eligibility Documents and other necessary documents	Start date: 02.03.2017 at 02.00 p.m. End Date: 17.03.2017 at 1.00 p.m.
V	Opening of Technical Bid (Online)	18.03.2017 at 10.00 a.m.
VI	Opening of Price Bid	To be intimated to all eligible Bidders separately

- The Bid Document can be downloaded from the Chandigarh Administration Website <http://Chandigarh.gov.in>, or <http://etenders.chd.nic.in>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from School website <http://gmsss46d.in>
- All other terms and conditions, instructions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the detailed Notice inviting Tender (NIT) available/downloadable on the above noted web sites of Education Department, Chandigarh Administration.

(2) **INSTRUCTIONS/GUIDELINES FOR TENDERERS.**

1. The Scope of work is at **Annexure-'A'**
2. A copy of the terms of payment is at **Annexure-'B'**.
3. Technical Bid Proforma for evaluation of technical performance of the Tender is at **Annexure-'C'**.
4. Price Bid shall be quoted by the contractor through E-tendering as per BOQ pattern.**Annexure-'D'**
5. A copy of undertaking regarding compliance of statutory obligations is at **Annexure-'E'**.
6. An affidavit regarding Non-Black Listing/Non-Prosecution is at **Annexure-F**
7. Proforma of service agreement is at **Annexure "G"**.
8. The Service Provider, being the Employer in relation to persons engaged/employed by him to provide the services under the Service Agreement shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, **which in any case shall not be less than the DC Rates/Minimum Wages as fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Act, 1970 or DC rates** and rules framed thereunder from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, the Service Provider shall also make the payment timely of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees timely after opening the required accounts and not in cash.
9. The tendering Companies/Firms/Agencies are required to upload self attested photocopies of the following documents alongwith the Technical Bid, failing which their bids may be summarily/out-rightly rejected and will not be considered any further :-
  - (a) Copy of Registration Certificate for providing manpower
  - (b) Copy of PAN/GIR Card
  - (c) Copy of the latest IT return filed by agency
  - (d) Copy of Service Tax registration Certificate, if applicable
  - (e) Copy of P.F. registration letter/certificate
  - (f) copy of the E.S.I. registration letter/certificate
  - (g) Certified documents from a Chartered Accountant who have originally prepared the balance sheet in support of financial turnover from providing Manpower;

1. **As per Annexure-F (ii) Technical Bid.** Each part should be submitted in a separate sealed cover as under:-
  - (i) Bid Guarantee (Earnest Money) should also be placed in a separate sealed cover duly superscribed "**BID GUARANTEE FOR AWARD OF CONTRACT FOR PROVIDING "Group D" ON CONTRACT BASIS "**"
  - (ii) Technical Bid (in duplicate) should be placed in a separate cover duly superscribed "**TECHNICAL BID FOR AWARD OF CONTRACT FOR PROVIDING "Group D" ON CONTRACT BASIS".**"
  - (iii) The above two envelopes should be placed in a Big envelope, which shall form the **Main Cover**. This main cover must be superscribed "**E-TENDER FOR AWARD OF CONTRACT FOR PROVIDING "Group D " and the same should be submitted by tenderer within four days from the last date of submission of Online e-Tender i.e. 02.03.2017 to 17.03.2017 before 1.00 p.m.** and should be addressed to the Principal,GMSSS, Sector 46 D Chandigarh. Failure to furnish the said original documents will entail rejection of Bid.
  - (iv) Each page of the tender document and **Annexures 'A' to 'G'** should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender shall be rejected.
  - (v) The firms /tenderers are directed to submit reasonable and justified rates of their Administrative Charges after taking into consideration the applicable rate of deduction of TDS and other statutory deductions payable at source etc. Any unreasonable or unjustified and offer of zero percent Administrative charges shall out rightly be rejected without assigning any reason.
  - (vi) The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative Charges in percentage in the Price Bid after taking into consideration the statutory provisions, provided fulfills all other terms and conditions of the tender document.
- 2 Any Tender submitted through e-tender process but without physical submission of document mentioned above and without the acknowledgement of the Principal Office by stipulated time will be treated as invalid and shall be rejected without opening. There will not be any liability on Education Department on this account.
- 3 Tenderer should have a minimum of 3 years experience providing such services to the Government Departments/schools/Boards/Corporations with a minimum contract value of Rs. 10 lakhs per annum. The performance certificates issued by the competent authority duly indicating the value of such contract be attached. Proof should be attached with the Technical Bid.
- 4 The tenderer firms should have the minimum average Annual Turnover of Rs. 20 lakhs P.A. from such services during the last 3 years. Copies of the audited balance sheet of last 3 years be attached with the Technical Bid.
- 5 The Tenderer should keep his offer valid for acceptance for a period of one year from the date of opening the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
6. Tender inviting authority reserves rights to change any clause during the process of tender and thereafter till the term of tender Aggrement.
7. The agency should deployed the employee after mutual consent with the authority

8. The Tender without Earnest Money and affidavit or short of it or not in the form specified above i.e. Fixed Deposit Receipt or Deposit-at-call or Term Deposit Receipt, shall not be entertained and rejected straightway.
9. EARNEST MONEY /SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Education Department, Chandigarh Administration in connection with any other tender/case shall not be considered against this tender.
10. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, tender not on the prescribed form or any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
11. No Tenderer shall be exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
12. The tenderer shall quote offer/rates i.e. Administrative Charges in percentage both in figures and words, which shall remain valid for the whole period of contract for one year on the basis of wages fixed for each category of the posts mentioned in the Annexure of scope of work, by taking into consideration all his statutory obligations as well as his sole responsibilities as an employer/ service provider of the persons to be engaged/employed by him for the execution of this Service Agreement viz and no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed. **In case the administrative charges after taking into account all statutory deductions comes at zero, the said tender will not qualify and will be rejected straightway without any notice.**
  - (a) To pay the wages/salaries under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, and rules framed thereunder, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder etc. etc.
  - (b) To comply with the provisions of the Income Tax Act, 1961, Service Tax etc., as applicable or as amended from time to time. Any other expenses to be incurred in compliance with the provisions of the Service Agreement such as Uniform, Identity Card, Name Plates etc. etc.
  - (c) To pay Administrative Charges or any other liabilities, which are required to be discharged by him for the full execution of service agreement.
13. The tenderer may inspect the Areas/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
14. After evaluation of applicants, a list of shortlisted tenderers who are technically qualified

15. The tenderers must furnish the latest valid Income Tax Clearance Certificate/PAN/TAN No., Service Tax Number issued by the competent authority alongwith Technical Bid.
16. The tenderer should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 framed thereunder and should furnish a self attested copy of the valid Labour Licence issued by the Chandigarh Administration alongwith self attested photocopies of paid challans in support of having the deposited contribution of EPF/ESI/EDLI/Service Tax with the concerned local authorities alongwith the Technical Bid.
17. The tenderer should furnish an experience certificate of at least 03(three) year from an Institution(s)/ Organization(s),/Boards/Corporations where he has supplied the manpower during the last 3 years preceding due date of receipt of tender, alongwith the list of such Institution(s)/Organization(s) and also attach certificate of its satisfactory working/performance from the Institution(s)/Organization(s) mentioned in the list.
18. In case of violation of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited in full by the Education Department, Chandigarh Administration.
19. The e-tenders will be opened in the presence of the Tenderers or their authorized representatives at **10:00 a.m.** on i.e **18.03.2017**.
20. The Tender shall be opened on **18.03.2017** at **11.00 a.m** in the Office room of Principal, GMSSS, Sector 46 D, Chandigarh. In the event of the date of receipt or opening of tender being declared a holiday for the Education Department the last date of receipt/opening of the tender shall be the next working day at the same time and venue.
21. The Technical Bids received through e-tender shall be opened by the Tender Opening Committee on the scheduled date and time **18.03.2017** at 11.00 a.m. in the O/o, Principal, GMSSS, Sector 46 D, Chandigarh in the presence of the representatives of the Companies/Firms/Agencies/ if any, who wish to be present on the spot at that time.
22. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case of authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
23. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for

- a) The Service Provider shall operate and provide services to school/Education Department as per its requirements elaborated in the **Scope of Work** at Annexure 'A'.
- b) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Education Department from time to time.
- c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- d) If the Principal notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(s) under intimation to the DEO, U.T., Chandigarh.
- e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, anti social activity etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Principal or itself can take action in accordance with law.
- f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement.

#### **24. Terms of payment**

- 1 Fees and charges for the services to be rendered are **Annexure "B"** as agreed to between the parties.
- 2 All payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act,1961
- 3 The service provider, being the employer in relation to person engaged/employed by it to provide the services under the agreement shall alone be responsible and liable to pay wages/salries to such persons which in any case shall not be less than the minimum wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe compliance of all the relevant labours laws.
- 4 The service provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the..... day of every calendar month for verification to the nominated official of department. The Service Provider shall ensure that payment to his employees is made in the presence of

f **Performance Security:-** The successful bidder will have to deposit performance security @5% of the total value of the order in the form of an account payee fixed deposit receipt from commercial bank ,bank guarantee from a commercial bank, in an acceptable form within 7 days of the issuance of letter of intent by the Education Department, Chandigarh Administration, Chandigarh and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the supply orders will be issued for the counsellors. The performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. If the successful vendor fails to submit requisite security deposit within prescribed 07 days, the Earnest Money will be forfeited. Earnest money deposit will be refunded to the successful bidder on receipt of performance security.

**25. Submission and verification of Bills**

The service provider shall submit on a monthly basis the bills for the services rendered to enable the Department to verify and process the same.

**26. Discipline**

- 1 The Service Provider shall issue Identity Cards, on its own name and Trading Style to its persons personnel deputed for rendering the said services which department's option would be subject to verification at any time.. The department may refuse the entry into its premises to any personnel of the service provider not bearing such identity card or not being perfectly dressed.
- 2 The department shall always have the right and liberty to do surprise inspection at its sites.
- 3 The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of this Principal/Education Department. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/ deficiencies as pointed out by the authorities from time to time.
- 4 It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against school and under no circumstances school be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the school be liable for any claim(s) whatsoever, of any such person(s).

**27. Statutory Compliance(s)**

- 1 The Service Provider shall obtain all Registration(s)/Permission(s)/Licence(s) etc. which are/may be required under any labour laws or other legislation(s) for providing the

1970 and rules framed thereunder, as applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

- d) The Service Provider shall give an undertaking by the 22<sup>nd</sup> of each month to school that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure 'E'** to this Agreement.

**28. Accounts and Records.**

The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the school.

The Service Provider shall forthwith upon being required by the school/Education Department, allow school/Education Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the school/Education Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the school. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the school for such discrepancies or overcharge.

**29. Indemnification**

The service provider shall at its own expenses make good any loss or damage suffered by the department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the department or otherwise.

The Service Provider shall at all times indemnify and keep indemnified school against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of school, which may be made under the Workmen's Compensation Act, 1923 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the worker or the personnel of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made the re-under by any Person whether in the



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

**30. Liabilities and Remedies**

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the school/Education Department shall be entitled to procure services from other sources and Service Provider shall be liable to pay forthwith to school the difference of payments made to such other sources besides damages at double the rates of payment.

**31. Losses suffered by Service Provider**

The Service Provider shall not claim from school any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

**32. Term**

The contract shall be awarded initially for a period of one year which is further extendable annually up-to a maximum period of three years (including the initial period of one year) on the same rates, terms and conditions accepted by the tenderer subject to satisfactory performance of the services and statutory compliance of the terms and conditions of the Service Agreement.

**33. TERMINATION**

1 Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Department shall give only a 24 hours notice of termination of this agreement to the service provider when there is a major default in compliance of the terms and conditions of this agreement or the service provider has failed to comply with its statutory obligations.

2 If Service Provider commits breach of any covenant or any clause of this Agreement, school/Education Department may send a written notice to Service

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assignment of this Agreement, in part or whole, to any third party without the prior written consent of the department shall be a ground for termination of this agreement forthwith.

**34. Composition and address of service provider**

The Service Provider shall furnish to school/Education Department all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.

The Service Provider shall always inform the school/Education Department in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership without prior approval of the Department.

**35. Service of notices.**

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address(es) or such other address(es) as may be intimated from time to time in writing.

**Complete Address of Department    Complete address of the Service Provider**

Principal	.....
GMSSS, Sector 46 D	.....
UT,Chandigarh	.....

**36. Confidentiality**

It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of school and he undertakes that he shall not, without school prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

**37. Entire Agreement**

This Agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

**38. Amendment/Modification**

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

**39. Severability**

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

**40. Waiver**

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

41. The agreement has to be executed by the L1 firm prior to the start of the contract as per specimen supplied by the department at the time of furnishing Bank Guarantee and all other formalities as per terms and conditions of the tender document.

**42. Force majeure**

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including Acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirement.

**43. Dispute Resolution**

This Agreement shall be deemed to have been made/executed at **Chandigarh** for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator i.e. the Education Secretary, Chandigarh Administration, which shall include an acting/officiating Secretary, Chandigarh Administration. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the U.T. Secretariat, Sector-9, Chandigarh

**44. Governing Law/jurisdiction**

The applicable law governing this Service Agreement shall be the law of India and the courts of Chandigarh alone shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

**Additional Information to Bidder Regarding 'e'-tendering Process**

1. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicqep> On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case in case, it has been submitted in the physical form it shall be rejected summarily.
3. Bids will be opened online as per time schedule mentioned above.
4. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
5. Education Department will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template read under 'Cover Details'.
7. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instructions in respect of the cost of Bid document, EMD and Hard copies of all the Eligibility Documents as uploaded by the Bidders should be submitted only to the designated Authority and within the stipulated time period.
8. The details of cost of Bid Document, EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
9. The conditional bids shall not be considered and may be outrightly rejected in very first instance.

## CHANDIGARH ADMINISTRATION : CHANDIGARH ADMINISTRATION

'E' - TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GROUP D" IN GMHS, Sector 49, &GMSSS Sector 46 D U.T., , CHANDIGARH.

### SCOPE OF WORK

The work involves providing 07 **Group D employees** on contract basis in GMHS, Sector 49 &GMSSS Sector 46 D Chandigarh

1	Qualification of the Group D employee	<i>Multi-tasking(Peon) - 10+2 Sanitation and Cleaning(Sweeper)- 8<sup>th</sup> or 10<sup>th</sup> Gate keeper/Security- 10+2 Horticulture(Mali) - 8th Aya(part time)-10+2</i>
2	Scope of work	To watch and ward of building , cleaning and gardening, other routine work of school.
3	Consolidated Salary to be paid	D.C.Rates as revised from time to time
4	Responsibilities & Duties of Group D employees	As per rules and regulations of Education Department.
5	Total no. of Group D employees	<i>Multi-tasking-01 Sanitation and Cleaning-01 Gate keeper/Security-03 Horticulture Work-01 Aya (Part-time)-01 for GMSSS 46 D</i>

The number of Group D employees may increase/decrease depending upon the requirement as envisaged by the department. The employee deployed through service provider for the above said categories should be between the age group of 45 years. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

## ANNEXURE-'B'

### TERMS OF PAYMENT

1. The Service Provider, being the employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum DC Rates or minimum wages as fixed or prescribed under the Minimum Wage Act, 1948 alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees. The Service Provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by him.
2. All the payments shall be made by the school after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

3. **Raising of Bills and Payment thereof**

The Second Party will submit the consolidated wage bill for all the categories of staff deployed for duty in the office/ school concerned for no. of personnel deployed therein duly supported with the following documents:-

- a. Attendance Report duly signed by any officer authorized by the first party.
- b. Documents in support of deposit of EPF/ESI/EDLI/ Service Tax of the previous month by 3<sup>rd</sup> day of the following month

The wage bill shall then be processed for payment by the respective office/school and the formalities shall be completed for the release of payment by 7<sup>th</sup> of every month. The second party shall be responsible for the timely submission of bills and further process for the checking of required formalities to be completed as per requirements of the audit on personal level in order to ensure timely payment of wages to the staff. The second party shall further prepare the required accounts in consultations with the Accounts Branch of the DEO office for the issue of annual statements of EPF etc. to the staff in time. The second party shall be solely responsible for any lapse or delay for the submission of any return to the concerned authority of Labour Department/EPF/ESI Department about the staff engaged in this Institute on contract basis through it as per rules.

The contractor shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in the school is complete and no person has been left out and no supplementary bill shall be submitted thereafter. No person(s) has/have been engaged on contract basis in any school without the prior approval of the competent authority.

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum-Muster Rolls of the preceding month along with the bill to be submitted by the 2nd day of every

- b) Name & address of the contractor \_\_\_\_\_
- c) Award of service contract No. & date \_\_\_\_\_
- d) Date of commencement of the Services \_\_\_\_\_
- e) Period of services contract \_\_\_\_\_
- f) Administrative charges (in percentage) of Service contract per month \_\_\_\_\_
- g) Wage bill for the month of \_\_\_\_\_
- h) Bill No. \_\_\_\_\_ Date \_\_\_\_\_, indicating the following breakup :-

Sr. No.	Name of the worker	Empl. Code No.	EPF No.	ESI No.	@ Basic wages (Not less than the minimum wages)	Man - Days	Wages (w.r.t Man-days)	Employee's share		Carry Home Salary	Employer's share		
								EPF 12% of Basic wage	ESI 1.75% of Basic wage		EPF 12% of basic wage	EDLI 1.61% of Basic wage	ESI 4.75% of basic wage
1	2	3	4	5	6	7	8	9	10	11	12	13	14

**Note: Separate Bill in the above form shall be prepared by the Service Provider for the Reliever(s) against person(s) deployed on regular basis and submitted alongwith the Bill for regular persons deployed during each month.**

**5. Instructions for raising the monthly bill**

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

- (i) The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at Annexure 'C' at the wages/rates fixed by the Labour Department/Deputy Commissioner, Chandigarh Administration for the category of posts from time to time and the Administration Charges (in percentage) approved for the Contract Period, but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by school: -
- (ii) Separate details about the category of person (s) deployed in the respective month.
- (iii) Attendance Register, Muster Roll duly signed by the Service Provider and verified by the authorised officer(s) of school.
- (iv) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI /Income Tax/Service Tax etc. to be tallied with the wage bill.
- (v) Acquittance Rolls alongwith details of cheque to be issued to the concerned persons deployed be submitted to the concerned school for verification before actual disbursement of payments.
- (vi) The Service Provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in school is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- (vii) No person(s) has/have been engaged on contract basis in school without the prior approval of the competent authority.
- (viii)** A spare/self-attested copy of bank scroll/bank challans in support of having deposited the amount of EPF, ESI, EDLI, Service Tax etc. with concerned Department shall invariably

disbursement. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment.

- (b) He shall be required to submit a copy of Challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code no., address of each person(s) so deployed, on account of the statutory compliance within 15 days of the disbursement of wages i.e. by 22<sup>nd</sup> of the month, failing which the payment of administrative/service charges (Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22<sup>nd</sup> of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not with school. Further, he shall arrange the disbursement of wages to the persons so deployed by him in school for duty through crossed cheque except in cases of utmost urgency and in the presence of the authorised official/officer(s) of school. The Service Provider shall ensure that the cheques issued by him should not be dishonoured under any circumstances. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider.

7. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7<sup>th</sup> of every following month, shall submit his monthly wage bill for reimbursement by the 2<sup>nd</sup> of month on the basis of original attendance-cum-work performance report and muster rolls duly verified by the concerned Head of the Institution.

**8. ACCOUNTS AND RECORDS**

- (b) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the school.
- (c) The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report, Relievers List, Muster Rolls, Ledger etc. to the Asstt. Controller (Finance & Accounts) in O/o DPI(S), Chandigarh for the pre-audit of monthly Wage Bills from time to time.
- (c) The Service Provider shall forthwith upon being required by the school/Education Department, allow school/Education Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the school/Education Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the school. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the school for such discrepancies or overcharge.
- (d) The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other statutory dues like



**CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT**

**TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF “Group D on Contract Basis” IN GMHS, SECTOR 49 & GMSSS SECTOR 46 D, U.T., , CHANDIGARH.**

**TECHNICAL BID**

**PROFORMA TO BE FILLED FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER & PROOF SHOULD BE ATTACHED**

1. Name of the Person/Organization/Firm, Location of its office with complete address both residential and permanent and Telephone/Fax Nos. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Status of Organization (whether Private/Public Sector Undertaking/ Sole Proprietor/ Partnership/Cooperative Society etc.?) \_\_\_\_\_
3. Whether documentary proof, in support of 1 & 2 above be attached? **Yes / No**
4. Whether a copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender has been attached)? **Yes / No**
5. Does the firm has a total experience of **3** years of providing such services to the Govt. department (s), Office (s)/Undertaking (s)/Board (s) Corporation (s) etc. with a minimum contract value of Rs. 10.00 lakhs per annum ? **Yes / No**
6. Whether the tenderer has attached an experience certificate of providing \_\_\_ persons for the execution of this service contract in a single contract for a period of 1 year in any other Central/State Government Department (s)/Office (s)/Undertaking (s)/Board (s) Corporation (s) etc. during the last five years on the date of submission of tender? **Yes / No**
7. Does the firm have a minimum experience of 3 years providing such services to the Government Departments/schools with a minimum contract value of Rs. 10 lakhs per annum. The performance certificates issued by the competent authority duly indicating the value of such contract be attached. **Yes / No**
8. Whether the copy of latest Financial resources, assets in terms of Tenderer’s property (Moveable and immoveable) held on the date of submission of Tender, attached? **Yes / No**
9. minimum average Annual Turnover of Rs. 20 lakhs P.A. from such services during the last five years. Copies of the audited balance sheet of 5 years be attached
10. Whether a copy of latest audited Balance Sheet attached? **Yes / No**
11. Whether the Tender Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the commercial banks in an acceptable form, which is valid for one year, drawn in the name of District Education Officer, Chandigarh Administration, for an amount of **Rs. 50,000/- (Rupees fifty thousand Only)**, has been attached? **Yes / No**
12. Whether the Solvency certificate of an amount not less than **Rs. 10,00,000/- ( Rupees ten lakhs only)** issued by any of the commercial Bank in an acceptable form within the last six months, attached? **Yes / No**
13. Whether the self attested copy of latest Income Tax Assessment Certificate/PAN/TAN No. attached? **Yes / No**
14. Whether the self attested copies of the Service Tax No. attached? **Yes / No**
15. Whether the tenderer has attached a self attested copy of valid Labour Licence not less than the number of persons as mentioned in the Scope of Work at (Annexure-C) for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working **Yes / No**

FORMAT FOR PRICE BID FOR PROVIDING "GROUP D ON CONTRACT BASIS-"

<b>Tender Inviting Authority: PRINCIPAL, GMSSS, SECTOR 46 D CHANDIGARH</b>						
<b>Name of Work: Providing Group D in GMHS, SECTOR 49 Chandigarh</b>						
<b>Contract No:</b>						
<b>Bidder Name:</b>				<b>Excess ( + )</b>	<b>0.00</b>	<b>%</b>
<b>a</b>						
Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1	GROUP D ON CONTRACT BASIS	07				0.00
Total estimated cost in Figures						<b>0.00</b>
Quoted Amount					<b>0.00</b>	<b>0.00</b>
Quoted rate in Words						

1. To be filled Online in BOQ

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_Signature of Tenderer \_\_\_\_\_  
Name of the Tenderer \_\_\_\_\_  
Address \_\_\_\_\_

**UNDERTAKING**

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

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

**AFFIDAVIT**

I/We (Name)\_\_\_\_\_

Service Provider/ Partner/Sole Proprietor (strike out which is not applicable) of (Firm)\_\_\_\_\_do hereby solemnly affirm and declare that the individual/ firm/ companies are not black listed/prosecuted by any Central/State Governments/ Union Territories / Departments/Offices/ Statutory Bodies / Autonomous Organizations / Research Institutions/any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Place \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

**VERIFICATION**

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

Place \_\_\_\_\_

DEPONENT

Date \_\_\_\_\_

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

(This letter alongwith Earnest Money Deposit be submitted in envelope No. 1)

Receipt No: \_\_\_\_\_

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

From:

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To:

The Principal,  
GMSSS, Sector 46  
Chandigarh

No. \_\_\_\_\_

Dated: \_\_\_\_\_

**EMD**

**Subject: Tender for the award of contract for providing “Group D employees on contract basis” through outsourcing in GMHS, Sector 49 & GMSSS Sector 46 D Chandigarh.**

Sir,

Enclosed please find herewith Earnest Money Deposit (EMD) of Rs \_\_\_\_\_/- in shape of a term deposit receipt/FDR issued by \_\_\_\_\_ (Name of the Bank) duly pledged in favour of the District Education Officer, Chandigarh Administration, valid for a period of \_\_\_\_\_ year as per details given below :-

**EMD PAYMENT PARTICULARS**

S.No.	No. & Date	Name of the Bank	Amount (Rs.)

Thanking you,

Yours faithfully,

(This letter alongwith Technical bid and Tender documents be submitted in envelope no. 2)

Receipt No: \_\_\_\_\_

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

From :

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To:

The Principal,  
GMSSS, Sector 46 D  
Chandigarh

No. \_\_\_\_\_

Dated: \_\_\_\_\_

### TECHNICAL BID

**Subject: Tender for the award of contract for providing “Group D employees on contract basis” through outsourcing in GMHS, Sector 49 & GMSSS Sector 46 D, Chandigarh.**

With reference to your advertisement for award of contract for providing “group D employees on contract basis” through outsource in the GMHS, Sector 49 & GMSSS Sector 46 D, Chandigarh, I/ we enclose herewith, our Technical Bid duly filled, stamped and signed, along-with tender documents and Annexures \_\_\_\_\_ duly stamped and authenticated on each page, containing \_\_\_\_\_ pages (from page No.1 to\_\_\_\_\_).

I/We undertake to abide by the terms and conditions of the tender set forth by you.

Thanking you,

Yours faithfully,

(SIGNATURE)

Seal of the firm with full address

**Enclosed:**

1. **Technical Bid.**
2. **Affidavit as per Annexure ‘H’.**
3. **Certificate of experience.**
4. Satisfactory performance certificate issued by Institution/organisation where your firm has supplied the manpower, of last three years.
5. Income Tax Clearance Certificate
6. PAN/TAN/Service Tax No.
7. Registration with the Labour Department.