

POSTGRADUATE GOVT. COLLEGE, SECTOR-11, CHANDIGARH

TENDER DOCUMENT



TENDER NO: PGGC-11/ 2017/MENPOWER/001

DATED:-01.03.2017

Tender for providing Menpower Services in Postgraduate Govt. College Sector-11

Chandigarh for the period 1.4.2017 to 31.03.2018.

(THROUGH E-TENDER MODE ONLY)

CONTENT

Sr. No.	Particulars	Page No.
1	CONTENTS	2
2	TENDER NOTICE FOR PROVIDING MANPOWER SERVICES (THROUGH E-TENDER MODE ONLY)	3
3	TENDER NOTIFICATION	4
4	SCOPE OF WORK	5
4	ELIGIBILITY CRITERIA	6-7
5	INSTRUCTIONS TO BIDDERS	8-12
6	DRAFT AGREEMENT	13-14
7	ANNEXURE To THE AGREEMENT-OTHER TERMS AND CONDITIONS	15-20
8	APPLICATION FORM –TECHNICAL BID ANNEXURE A	21-22
9	FINANCIAL/PRICE BID ANNEXURE B	23
10	UNDERTAKING ANNEXURE C	24
11	AFFIDAVIT ANNEXURE D	25
12	COMPLIANCE STATEMENT/ CHECKLIST ANNEXURE E	26-27

PG GOVERNMENT COLLEGE, SECTOR-11, CHANDIGARH
TENDER NOTICE FOR PROVIDING MANPOWER SERVICES
(THROUGH E-TENDER MODE ONLY)

The Principal, Postgraduate Govt.College,Sector-11,Chandigarh invites tenders through 'e-Tendering for outsourcing the Manpower services in the Postgraduate Govt.College,Sector-11,Chandigarh on approved DC rates as may be notified by the Chandigarh Administration from time to time involving the estimated amount of Rs.1.00 Crore per annum, as per details given below:-

1.	Name of the work	Supply of man power services (Viz: Lab Attendant, Peon, Mali/Beldar, Data Entry Operator, Hostel Attendant, Dispensary attendant, Clerks, Physiotherapist, Game Boy, Ground ,Marker, Library Attendant, Library Restorer, Steno, etc.) for a period of 1 year.(01.04.2017 to 31.03.2018)
2.	Bid submission mode	Through e-Procurement mode on website of Chandigarh Administration (https://etenders.chd.nic.in) However, for general information, guidance and reference, the Bid Document can also be viewed & downloaded from PGGC-11 website http://www.gc11.ac.in
3	EMD - Rs. 2,50,000	Payable through Fixed Deposit Receipts ,Demand Draft/ Banker's Cheque drawn on any nationalized bank in favour of "The Principal, Postgraduate Government College , Sector-11, Chandigarh" payable at Chandigarh . The DDs should be sent to "The Principal, PGGC , Sector-11, Chandigarh " in sealed envelope by super scribing as "EMD of Tender for Manpower Services ". The DDs shall reach on or before the date and time of bid opening.
4	Date and time of availability of bid document in the portal	From 9.00 a.m. of date 03.03.2017 to 4.00 p.m. of date 24.03.2017
	Last date and time for submission of bids through portal	24.03.2017 up to 4.00p.m.
	Date and time of opening technical bids.	27.03.2017 at 10.00 a.m.

Principal
Postgraduate Government College
Sector-11, Chandigarh

TENDER NOTIFICATION

1. The PG Govt. College, Sector-11, Chandigarh (PGGC-11) invites bids under two bids system from reputed agencies. Contractors having experience of **at least 3 years** in supply of manpower.
2. Interested Agencies / Contractors can submit bids online through website of Chandigarh Administration <https://etenders.chd.nic.in>. However, for general information, guidance and reference, the Bid Document can also be viewed & downloaded from PGGC-11 website <http://www.gc11.ac.in>
3. The successful bidder shall give an undertaking that he/she would abide by the provisions 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) and any other Govt. Rule/Act as applicable.
4. The PGGC-11 reserves the right to verify any information/document furnished by the bidder should the circumstances so warrant in overall interest of PGGC-11 Chandigarh.

Principal
Postgraduate Government College
Sector-11, Chandigarh

SCOPE OF WORK

The Agency shall provide Manpower at Postgraduate Government College Sector-11 by deploying adequately trained and well disciplined personnel having fair command on Hindi & English in respect of the following categories, brief description of the scope of work mentioned against each:-

Sr. No.	Description	Grade/ Group	No. of Persons (tentative)	Remarks
1	Librarian	B	01	Must be M. Lib.
2	Clerk	C	04	Graduate+ Computer Knowledge.
3	Data Entry Operators	C	05	Graduate + Computer Knowledge.
4	Warden / Superintendant (Lady)	C	01	Postgraduate
5	Steno	C	01	Graduate+ Shorthand & Computer Knowledge
6	Staff Nurse	C	01	ANM & GNM
7	Library Restorer	C	01	+2 with Diploma in Lib. Science.
8	Physiotherapist	C	01	Graduate+ Dip. In Physiotherapy
9	Health Attendant	D	01	10th
10	Mali/ Beldar	D	14	Basic Literacy
11	Lady Attendant	D	02	8th
12	Studio Attendant	D	01	8th
13	Lab Attendant	D	16	8th
14	Game Boy/ Girl	D	01	10th
15	Library Attendant	D	04	10th
16	Ground Marker	D	01	10th
		Total	55	

The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel. The Agency will provide to all deployed personnel Identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the initial period of contract also.

ELIGIBILITY CRITERIA

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required valid licenses, registration document etc as per the law and should remain valid till completion of the period of contract.
2. The bidder firm should have experience of **at least 3 years** in the field of Man Power Supply in Chandigarh, Mohali & Panchkula preferably in Govt./ Semi-Govt/ PSU. Necessary certificate to this effect should be enclosed.
3. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
4. The Tenderer should have his/her functional office in Tricity (Chandigarh, Mohali and Panchkula).
5. The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative Charges (in percentage) provided he fulfills all other terms and conditions of the tender document. However 0% or negative value of Administrative Charges shall be straightway rejected.
6. There should be no criminal case pending in court of law against the Proprietor / Firm / Partner or the Company (Agency). An affidavit regarding Non-Black Listing/Non-Prosecution should be enclosed.
7. The successful tenderer/ service provider shall obtain all registration(s)/ permission(s)/license(s) etc. which are/ may be required under any labour or other legislation (s) for providing the services under the agreement.
8. Following documents should be attached along with the Technical Bid duly attested by the bidder with official stamp, failing which the bid shall be liable to be rejected:
 - Copy of PAN of the firm, latest Income tax return, trade License, Service Tax Registration, ESI Registration, EPF Registration.
9. The bidder must have a minimum annual turnover of Rs. 2 crore (Rs. Two crore) during the past three financial years i.e. 2013-14, 2014-15 and 2015-16. The firm/

agency/ company shall furnish a copy of **audited abstract** of the Financial Statements i.e. Balance sheet and Profit & Loss for the last three years in support of proof.

10. Certificates of satisfactory performance from Government departments/ PSUs /Government Autonomous Institutions for the last three years i.e. 2014, 2015 and 2016.

Principal
Postgraduate Government College
Sector-11, Chandigarh

INSTRUCTIONS TO BIDDERS

1. Bids shall be submitted online through website of Chandigarh Administration <https://etenders.chd.nic.in>. However, for general information, guidance and reference, the Bid Document can also be viewed & downloaded from PGGC-11 website <http://www.gc11.ac.in>.
2. The intending bidders should note the eligibility criteria and who fulfill the eligibility criteria only shall submit their tenders.
3. The bidder is instructed to examine all instructions, forms, terms and conditions in the Bid Documents, failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the Bid.
4. The tenderer should submit his tender in three parts i.e.
 - (i) The Bid Guarantee i.e. Earnest Money Deposit (EMD) and affidavit for non blacklisting/non prosecution (Annexure D) should be submitted **in physical form** in a sealed envelope duly superscribed "Bid Guarantee for Award of Contract for providing Manpower services". The EMD must be submitted in the O/o the Principal, Postgraduate Government College , Sector-11, Chandigarh on or before the date and time of bid opening failing which tender shall not be entertained and rejected.
 - (ii) **Technical Bid online**
 - (iii) **Price Bid online**
5. The bid prepared by the bidder should comprise the following documents:
 - i. Application form-Technical bid (Annexure A)
 - ii. Financial/Price bid (Annexure B)
 - iii. Declaration as per Annexure C
 - iv. Affidavit on non judicial stamp paper of Rs 5/ as per Annexure D
 - v. Audited abstract of the Financial Statements i.e. Balance sheet and Profit & Loss for the last three years in support of proof of turnover.
 - vi. Duly filled checklist Performa as per Annexure E
 - vii. Copy of PAN of the firm, Trade License, Service Tax Registration, ESI Registration, EPF Registration etc.

- viii. Certificate of satisfactory performance from at least two Government departments/ PSUs /Government Autonomous Institutions for the last three years i.e. 2014, 2015 and 2016
 - ix. the Solvency certificate of an amount not less than Rs.10/-lacs (**Rupees Ten lacs only**) issued by any of the commercial Bank in an acceptable form within the last six months.
6. The Tender Documents along with **Annexure 'A' to 'E'** should be submitted online. **The Earnest Money Deposit (EMD) shall be sent in the physical form.**
 7. Each page of the tender document and **Annexures 'A' to 'E'** should be signed in full by the bidder(s) or by the authorized signatory and should bear the rubber stamp/seal of the firm affixed on each page.
 8. The Financial Bid of only those bidders will be opened who qualify in the Technical Bid evaluation.
 9. 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.
 10. The Principal PGGC-11 reserves the right to accept or reject any of the tender without assigning any reason and also to impose/relax any terms and conditions of the tender.
 11. The tenderer should undertake that there are no cases in the department of ESI, EPF, Service Tax and in any Court of Law for less deposition/ non deposition in the accounts employee. Further there is no complaint of the employee neither in the court nor department of EPF/ESI/service tax or with police department at the time of applying for tender.
 12. The tender must be accompanied with Earnest Money Deposit (EMD) amounting to Rs.2, 50,000/- (Rupees Two Lakhs fifty thousand only) in the form of Fixed Deposit Receipt, Demand Draft/ Banker's Cheque from any of the Nationalized banks, payable at Chandigarh, drawn in the name of the Principal, Postgraduate Government College , Sector-11, Chandigarh .Earnest money in any other form is not acceptable and the tender shall be treated as invalid. The

Earnest Money so submitted shall be valid for a minimum period of 90 (ninety) days from the date of submission of tender document.

13. Bids without EMD amount will not be accepted under any circumstances except exempted under Rule 157 of GFR-2005.

14. The Earnest Money of unsuccessful bidders will be returned after placing the order with the successful bidder. The Earnest Money Deposit will not bear any interest.

15. The tender must be accompanied with a latest Solvency certificate for an amount not less than Rs. 10,00,000/- (Rupees Ten Lacs Only) issued by any of the Commercial Banks in an acceptable form, within the last 06 months on the closing date of tender.

16. EARNEST MONEY /SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Principal, Postgraduate Government College, Sector-11, Chandigarh in connection with any other tender/case shall not be considered against this tender.

17. Any unsealed, 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 outrightly.

18. If tender opening date happens to be a public holiday, the bids shall be opened at same time on the next working day.

19. The tenderer shall quote his 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 or extended period, if any, on Minimum DC rates notified by the Deputy Commissioner, UT, Chandigarh 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 no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed.

(a) To pay the wages/salaries as per DC rates & other statutory contribution under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract

Labour (Regulation & Abolition) Act, 1970 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.

- (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 etc.
 - (c) All the liabilities are to be discharged by the service provider which is required to be discharged by him for the full execution of Service Agreement. The Principal, Postgraduate Government College, Sector-11, Chandigarh will not pay any other liability except Wages, EPF, ESI, EDLI contributions, Service Tax on the rates as applicable from time to time by the concerned authorities and Administrative charges. If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges.
20. 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.
 21. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, the amount quoted in words shall prevail.
 22. The contract shall be awarded initially for a period of 12 months, which is further extendable annually for a maximum period of 3 terms (including the initial period of twelve months) on the same rates and terms and conditions accepted by the bidders subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of the Service Agreement. This will, however, be further subject to the approval of the competent authority.
 23. The bidders or their duly authorised representatives are required to be present on the day of interview and also required to bring the original documents for verification.
 24. The successful bidder shall execute the agreement in the prescribed form. Failure to execute the agreement/carryout the work will entail forfeiture of the EMD.

25. The contract for providing of Manpower Service shall be commercial contract; there shall be no employer employee relationship between Post Graduate Govt. College Sector-11 and the Manpower Supplying Agency/ Firm or the manpower supplied by the Manpower Supplying Agency/ Firm.
26. The decision of the Principal of PGGC-11, Chandigarh shall be final, conclusive and binding on all the bidders concerned upon relating to all matters/conditions/ instructions/ clauses and their interpretations.
27. The applicable law governing this service agreement shall be the law of India. The courts of the Chandigarh alone shall have the jurisdiction to try any matter dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Chandigarh Administration shall have Jurisdiction in the matter.
28. The College reserves the right to change, add, remove, relax any of the conditions mentioned above during the tendering process as and when new guidelines are made by Chandigarh Administration /Govt. of India.
29. Any corrigendum, addendum, etc will be notified on website of Chandigarh Administration and College website only. All the bidders may regularly visit the <https://www.chd.nic.in> and PGGC-11 website <http://www.gc11.ac.in> for updates, if any.
30. In case of any ambiguity the provision of the General Financial Rules 2005 and the provisions of the Manual of the Procurement of Goods and Service issued by the Govt. of India shall prevail.

Principal
Postgraduate Government College
Sector-11, Chandigarh

(To be made on Rs 20.00 Non Judicial Stamp Paper after award of contract)

DRAFT AGREEMENT FORMAT

This agreement is made at Chandigarh on the _____ day of _____ Two thousand _____ between Principal, Postgraduate Govt. College sector-11, Chandigarh (hereinafter called 'Client') of the First Part and M/s _____, having its registered office at _____

_____ (herein after called the 'Agency') of the Second Part . WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for PGGC-11, Chandigarh on the terms and conditions stated below and the **Annexure to this agreement:**

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed in PGGC-11, Chandigarh. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it PGGC-11, Chandigarh. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two month notice on either side.
5. In case of non-compliance with the contract, the Client reserves its right to revoke the contract.
6. The successful vendor will have to deposit performance security of 5% of the total value of the order in the form of payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee from a commercial bank in favor of Principal Post Graduate Govt. College, Sector-11, Chandigarh in an acceptable form within 7 days of issuance of letter of intent by the Principal of the college. The security deposited in connection with any other similar tender will not be

considered against this tender. Thereafter the supply order will be issued for supply of outsourcing of staff for manpower services. 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 7 days the earnest money will be forfeited.

7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed at PGGC-11, Chandigarh.
8. The personnel provided by the Agency shall not claim to become the employees of PGGC-11, Chandigarh and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment at PGGC-11, Chandigarh.
9. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand _____ and shall be valid for one year.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in PGGC-11, Chandigarh in the presence of the witness

Witness:1. _____
Name

First Party:-
Principal, PGGC-11, Chd

Witness:2. _____
Name:-

M/S _____
Address

Annexure to the Agreement

Other Terms and Conditions:

1. The services and provisions for the required manpower shall be provided after award of tender to the bidder.
2. The number of persons indicated under **Scope of work** of this document is tentative and may increase/ decrease. If required, during the period of the Agreement, the Agency may be asked to supply additional manpower on the same terms and conditions.
3. The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, age limit and other engagement conditions. The Agency will get their antecedents, character and conduct and medical health suitability verified.
4. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Principal Postgraduate Government College Sector-11 Chandigarh along with testimonials before they are actually deployed for the job.
5. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the college, at any time without assigning any reason whatsoever.
6. The Agency shall be responsible for the efficient rendering of the service under the contract. It will ensure proper conduct by the deployed personnel and prohibition of alcoholic / any form of tobacco consumption etc. The personnel shall work under directives and guidance of the Principal or official so authorized and will be answerable to the Principal. The Agency shall also maintain the muster roll, and attendants register, the wages / payment register and other documents as provided in the Contract Labour Act and get them verified from the authorized officials before submission of bills every month. The Agency shall provide necessary undertaking and documentary evidence in this regard.

7. **A senior level representative of the Agency shall visit Supervisor** at least once-a-week on working days and review the service performance of its personnel. During the visit, Agency's representative will also meet the Principal Postgraduate Government College Sector-11 Chandigarh or the official so authorized dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of each deployed personnel will be solely with the agency. The Agency will strictly ensure that any sensitive / confidential nature of information related to the organization is not divulged or disclosed to any person by the personnel deployed by it.
8. The Agency shall ensure that any replacement of the personnel, as required by the Principal Postgraduate Government College Sector-11 Chandigarh for any reason specified or otherwise, shall be effected promptly without any additional cost to the college. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Principal Postgraduate Government College Sector-11 Chandigarh at Agency's own cost.
9. The Agency shall provide reasonably good uniform with Photo Identity Cards to its personnel deployed at Postgraduate Government College Sector-11 Chandigarh at its own cost and ensure that these cards are to be constantly displayed, maintained in good condition and their loss should be reported immediately.
10. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the College/Chandigarh Administration / Govt. of India / any State or any Union Territory.
11. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Principal Postgraduate Government College Sector-11 Chandigarh. Proposals for efficient functioning shall be discussed, considered and implemented from time to time by the agency with approval of Principal Postgraduate Government College Sector-11 Chandigarh.

12. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at Postgraduate Government College Sector-11 Chandigarh or for any accident caused to them and the college shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the College for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund & MP Act, 1952
 - (c) The Contract Labour (Regulation) Act, 1970
 - (d) The Payment of Bonus Act, 1965
 - (e) The Payment of Gratuity Act, 1972
 - (f) The Employees State Insurance Act, 1948
 - (g) The Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988 (i) Minimum Wages Act, 1948
13. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the Principal Postgraduate Government College Sector-11 Chandigarh and maintain liaison with the police. FIR will be lodged by the official so authorized, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
14. The agency shall ensure that staff appointed by them is fully loyal-to and assist the officers of Postgraduate Government College Sector-11 Chandigarh during normal periods as well as during other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the college.
15. In case of any loss that might be caused to the college due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and

in this connection, Principal Postgraduate Government College Sector-11 Chandigarh shall have the power to deduct appropriate amount from the bill **or from the Security Deposit submitted by the contracting agency** to make good such loss to the college besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Principal Postgraduate Government College Sector-11 Chandigarh shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.

16. The employees of Agency will be entitled for only 04(26th January, 15th August, 2nd October & Deepawali) gazette Holidays ,a weekly rest and a casual leave of one day for every month, totaling to 12 days per annum. Any other types of leaves and vacations applicable to regular/contract employees of PGGC-11 will not be applicable to these employees.
17. As and when Principal Postgraduate Government College Sector-11 requires additional manpower strength on temporary or emergent basis, the Agency will depute such personnel under the same terms and conditions. For the same, a notice of two days will be given by the Principal PGGC-11, Chandigarh.
18. If the personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the Principal Postgraduate Government College Sector-11 shall deduct the requisite amount at the prorata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. The college shall pay the agency on monthly basis; the applicable wages as per rates approved by Deputy Commissioner, Chandigarh/Chandigarh Administration for a specific category of workers **plus** EPF, EDLI and ESI as employers share in accordance with rules/provisions governing EPF.EDLI and ESI **plus** Administrative charges as per claimed percentage of the total monthly wages (DC rates+ EPF+ ESI etc.) **plus** Service tax as applicable.
20. The college shall pay the aforesaid amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding month by the **07th day** of the instant month along with attendance sheet,

satisfactory performance certificate duly verified and other requisites. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Chandigarh Administration. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

21. The Agency shall open a bank account and he shall make the payment of wages to the persons so deployed by him through NEFT/RTGS. The Agency shall furnish details of disbursement of monthly salary along with documentary evidence with the wage bill of the following month. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment and should deposit/make the adjustment of unpaid salary of the person deployed with the college authority by the end of last day of the month.
22. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Agency.
23. The proof of deposit of the amount of EPF, ESI, EDLI, Service Tax etc. with concerned Department shall invariably be submitted to the college along with the wage bill of the following month, failing which the payment of administrative/service charges shall be withheld.
24. In case of noncompliance/non-performance of the services according to the terms of the contract, the College shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
25. The Agency shall be solely liable for all payment/dues of the personnel deployed by clearly specifying the deductions on account of EPF, ESI and other statutory obligations etc. The Agency shall fully indemnify College against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in the College. Any complaint towards non-payment of wages, other liabilities, and statutory obligations will lead to immediate termination of contract with penalty.

26. The Service Charges payable to the agency in providing the requisite manpower will be as per claimed percentage of the total monthly wages (DC rates+ EPF+ ESI etc.) Payable to the manpower. In this regard, total monthly wages will be on the basis of actual deployment of manpower during the month.
27. The decision of the Principal Postgraduate Government College Sector-11 in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
28. In case of any dispute between the Agency and the College, Principal Postgraduate Government College Sector-11 shall have the power to decide. However all matters of jurisdiction shall be at the local courts located at Chandigarh.
29. The agreement shall be deemed to have been made/ executed at Chandigarh for all purpose. In the event of any dispute related to the interpretation of rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settle between the parties. If any dispute is not amicably the same shall be refer to the Sole Arbitrator i.e. Director Higher Education, Chandigarh Administration which shall include an acting/ officiating Director Higher Education, Chandigarh Administration shall be final and binding upon both the parties.
30. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between ‘Client’ (First Party) and the ‘Agency’ (Second Party) and any noncompliance shall be deemed as breach of the Contract/Agreement.

APPLICATION FORM –TECHNICAL BID

1. Name of Tendering Company/Firm/Agency: _____
(Attach certificate of registration online)

2. Name of Proprietor /Director of Company/Firm/Agency: _____

3. Full address of Registered Office: _____

Telephone Number: _____

Fax No. _____

E mail Address _____

4. Full address of Operating Branch: _____

Telephone Number _____

FAX No. _____

E-Mail Address _____

5. Banker of Company/Firm/Agency _____

(Full Address)

Telephone Number of Bank _____

6. PAN No. _____

(Attach attested copy online)

7. Copy of Registration Certificate for _____
providing man power services **(Attach attested copy online)**

8. Registration certificate of Establishment issued
by relevant Government Department of
labour & Details of the license from Labour Commissioner
(Attach attested copy online)

9. Service Tax Registration No. _____

(Attach attested copy online)

10. E.P.F Registration No.
(Attach attested copy online)

11. E.S.I. Registration No.
(Attach attested copy online)

12. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. **(Attach copy of audited abstract of the balance sheet for the last three years online)**

13. Give details of the major similar contracts handled by the tendering Company / Firm / Agency from Government departments/ PSUs /Government Autonomous Institutions during the last Three years i.e. 2014, 2015 and 2016. in the following format:

S. No	Details of client along with address, telephone numbers	Amount of Contract (INR.)	Duration of Contract	
			From	To

(Attach Certificate of satisfactory performance online)

Signature of authorized person

Name: _____

Seal:

Date:

Place:

FORMAT FOR PRICE BID FOR e-TENDER OF “ OUTSOURCING OF MANPOWER SERVICES THROUGH SERVICE PROVIDER “ IN POST GRADUATE GOVT. COLLEGE SECTOR-11, CHANDIGARH.

To be submitted online

FINANCIAL/PRICE BID

Rates in respect of providing manpower services

BOQ IS ATTACHED ONLINE

Note:- 1. The contract shall be awarded to the lowest quote of Administrative/ service charges (including gratuity/ bones etc.).

Note :-2. The rate should be quoted specifically in percentage as indicated above.

Note:-3. In case two bidders or more quote same percentage / amount of Administrative/service charges , The Director Higher Education , Chandigarh Administration , Chandigarh or his Nominee will hold a draw of lots in presence of these bidders or their representative and the contract will be awarded to the bidder whose name is selected in the draw. The decision of the DHE or his Nominee will be final and binding all bidders. Certified that all terms and conditions have been read and acceptable

Signature

Name

Seal & Date

UNDERTAKING**(On the letterhead of Agency/Firm of the Bidder Provider)**

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

- (a) I/We will furnish a valid Labour Licence in the relevant trade/field for the execution of this service contract duly issued by the competent authority of the concerned Govt.
- (b) In case, I/we do not possess the valid Labour Licence issued by the Chandigarh Administration in the relevant trade/field for which the tender(s) have been furnished, I/we 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 O/o Principal, Postgraduate Govt. College, Sector-11 immediately (not later than 30 days) from the date of issue of award of contract, failing which the tender shall be rejected and Security Deposit be forfeited.
- (c) I/we undertake that I/we will 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/our 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/we indemnify and will always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- (e) I/we 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/we will 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 (**i.e. DC rates**) 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/we am/are fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- (f) I/we will give an undertaking by the 22nd of each month in favour of the Department that I/we have complied with all the statutory obligations.

Signature

Name: _____

Seal

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.

Place _____ DEPONENT
Date _____ Address _____

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. 5/- duly attested by the
Executive Magistrate/Notary Public)**

ANNEXURE –E

COMPLIANCE STATEMENT/ CHECKLIST

BIDDER MUST ENSURE THAT ALL REQUISITE DOCUMENTS ARE ENCLOSED WHILE SUBMITTING THE TENDER DOCUMENTS. A BROAD CHECK LIST FOR CROSS VERIFICATION IS PLACED.

Sl. No.	Particulars	Yes / No
1	Earnest Money, as prescribed, submitted in Physical form	
2	Copy of Registration Certificate for providing man power services (Attached online)	
3	Registration certificate of Establishment issued by relevant Government Department of labour & Details of the license from Labour Commissioner (Attached online)	
4	Whether the Agency have any case of complaint from any Department/ Employee for less payment of ESI/EPF/Service tax (or similar nature of complaint) pending in the respective departments of ESI, EPF, Service tax or in any Court of Law, if yes , give details.	
5	Whether a copy authorizing the specific officer/partner for signing the documents on behalf of firm/ company/ agency for this tender has been submitted on line)?	
6	Whether each page of the tender documents at Annexure ‘A’ to ‘E’ and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter has been submitted on-line by authorised signatory?	
7	Whether the copies of audited abstract of Financial Statements i.e. Balance sheet and Profit & Loss for the last three years have been submitted online.	
8	Whether the Solvency certificate of an amount not less than Rs.10/-lacs (Rupees Ten lacs only) issued by any of the commercial Bank in an acceptable form within the last six months, has been submitted on line?	

Sl. No.	Particulars	Yes / No
9	Whether the tenderer has his/ her functional office in Tricity (Chandigarh, Mohali and Panchkula) ?	
10	Application form-Technical Bid as per Annexure A (uploaded online)	
11	Financial/Price Bid as per Annexure B (uploaded online)	
12	Undertaking as per Annexure C (uploaded online)	
13	Affidavit on non judicial stamp paper as per Annexure D (uploaded online)	
14	Certificate of Satisfactory performance with respect to the details furnished in S.No. 13 in Annexure A (uploaded online)	
15	Copy of latest Income Tax Return (uploaded online)	
16	Self-Attested Copy of PAN Card(uploaded online)	
17	Self-Attested Copy of PF registration(uploaded online)	
18	EPF paid details for year 2015-16 and 2016-17 up to date with copies of challans (uploaded online)	
19	Self-Attested Copy of ESI registration(uploaded online)	
20	ESI paid details for year 2015- 16and 2016-17 up to date with challans. (uploaded online)	
21	Self-Attested Copy of Service Tax Registration(uploaded online)	
22	Service tax, if applicable, paid details for year 2015-16 and 2016-17 up to date with copies of challans (uploaded online)	

Signature

Name: _____

Designation _____

Seal

Place:

Date: