

PUNJAB RIGHT TO SERVICE COMMISSION

Price Rs.500/-

MANPOWER REQUIREMENT

Sealed tenders are invited from Outsourcing agencies for providing manpower of various categories such as Under Secretary, Private Secretary, Assistant Controller Finance and Accounts , System Administrator , Supdt., Programmer, Senior Assistants, Data Entry Operators, Reader Cum Ahlmad, Drivers , Peons etc as required by the Commission from time to time. Detailed information can also be downloaded from the website 'www.rtspunjab.com'. The tender must reach in the office of the undersigned up to 12.00 Noon on 11-06-2018.

Detailed Notice inviting Tenders

NAME OF WORK	Providing Manpower (Under Secretary, Private Secretary, System Administrator , Assistant Controller of Finance and Accounts, Superintendent, Programmer, Senior Assistant, Data Entry Operators, Reader Cum Ahlmad, Drivers, Peons, Sweepers etc) as required by the Commission from time to time
TENURE	Initially for one year (extendable by one more year) Subject to satisfactory performance.
EARNEST MONEY	Rs. 50,000/- (Rs. Fifty Thousand Only)
LAST DATE OF RECEIPT OF TENDER	11-06-2018 at 12.00 noon
DATE OF OPENING OF TENDER- 1. TECHNICAL BID 2. FINANCIAL BID	11-06-2018 3.00 P.M To be intimated to the successful bidders.
PLACE OF OPENING OF THE TENDER	Committee Room of the Punjab Right to Service Commission, Sector 26 Chandigarh

DOCUMENTS TO BE ATTACHED WITH THE TENDER.

1. Application- Technical Bid and declaration (each page shown be duly signed)
2. Affidavit (Annexure -I)
3. Demand Draft of Earnest Money.
4. Attested copy of registration with Labour Department.
5. Attested copy of PAN/GIR Card.
6. Attested copy of the latest IT returns for the last three financial years (enclose a self attested zerox copy of duly acknowledged Income Tax Returns).
7. Attested copy of Service Tax Registration certificate.
8. Attested copy of the PF registration certificate with a Regional Provident Fund Commissioner, Chandigarh.
9. Attested copy of the ESI registration certificate with Regional Director ESI, Chandigarh.
10. Attested copy of ISO 9001-2008 certificate.
11. Proof of having a functional office in and around Chandigarh (enclose self attested copy of title/lease deed.
12. Work experience of 5 years in the relevant field with Govt. departments in Punjab, Chandigarh and Panchkula. (Performance certificate from the concerned department).
13. Financial Bid.(duly sealed in the separate envelope and super scribed as "Financial Bid".)

Note:-All copies must be self attested.

Terms and Conditions for the award of contract for providing
"MANPOWER"

1. NAME AND SCOPE OF CONTRACT

Contract for providing "Manpower for various categories mentioned in **Annexure-II**" in the Commission working under the control of Chief Commissioner, Punjab Right To Service Commission, Chandigarh as per qualifications and other requirements of the Commission.

2. ELIGIBILITY

The eligible interested Contractor/Agencies may submit tenders, mentioning therein their eligibility, photocopies of various registration certificates (EPF, ESI, Labour etc.), **evidence of adequacy** of working capital for this contract, past experience and performance certificates from Government Departments etc., for all the posts mentioned in the tender (**Annexure- II**). All the documents/papers attached with tender document must be countersigned/ attested by the signing authority of the agency/contractor. Agencies /Firms must have service tax registration number along with PAN number issued by the Income Tax Department. The firms are required to mention the service charges in the financial bid which will be charged by them. The firm will have to provide the facility of EPF and ESI and any other facility as per labour laws to the workers engaged by them during the period of contract. Conditional tender will not be accepted.

3. PERIOD OF CONTRACT

The contract shall be initially for a period of one year extendable by one more year subject to satisfactory performance of services and compliance of all terms and conditions of the agreement.

4. SUBMISSION AND OPENING OF TENDERS

The tender must reach the office of the undersigned up to 12.00 noon on or before 11.06.2018. The envelope containing Technical Bid shall be

Opened first on the scheduled date and time i.e. in the Committee Room, Punjab Right to Service Commission, Sector 26, Chandigarh on the spot. Technical Bid shall be evaluated by the Committee constituted for this purpose. Necessary clarification required by the Committee shall be furnished by the Tenderer within the time given by the Committee for the same.

Financial Bids of technically qualified/ eligible bidders, meeting the entire requisite criterion, only shall be opened on the scheduled date and time as intimated by the Commission.

In case, the date fixed for opening of Bids is subsequently declared as holiday by the Government, the Bids will be opened on next working day, however, time and venue shall remain unaltered. The Bidder shall quote the Technical and Financial Bids strictly as per the format enclosed at **Annexure IV and V**.

5. **General Terms and Conditions**

- 1) The tenderer must be company/proprietorship/partnership firm/company registered under Companies Act 1956 and should have ISO 9001-2008 certificate.
- 2) The tender form is not transferrable.
- 3) The tenderer shall quote his offer/rates i.e administrative charges in Percentage both in words and figures.
- 4) The tenderer must be registered under the Contract Labour (Regulation and Abolition) Act, 1970 and Rules 1971 framed under and should furnish a self attested copy of the valid labour license.
- 5) The tenderer shall furnish an affidavit declaring that he has not been black listed by any Govt. department or an autonomous body. (**Annexure- I**)
- 6) Each Contractor/Agency shall submit only one tender. A contractor who submits more than one tender will be disqualified.

- 7) Work experience of 5 years in the relevant field with Govt. departments in Punjab, Chandigarh and Panchkula.
- 8) The tenderer must provide good performance certificate issued by atleast 5 different Govt. Dept./PSU's.
- 9) The tender form is not transferrable.
- 10) The tenderer shall quote his offer/rates i.e administrative charges in percentage both in words and figures failing which tender shall be rejected straightway.
- 11) Each Contractor/Agency shall submit only one tender. A contractor who submits more than one tender will be disqualified.

6) Financial Obligations:-

i) Registration/Execution of the agreement:-

The successful bidder shall be required to execute an agreement deed on the format provided and supplied by Punjab Right to Service Commission, Chandigarh on stamp papers of appropriate value to be registered with the Sub-Registrar, Chandigarh at his own cost.

ii) Security Deposit:

The successful bidder shall be required to deposit Security to the tune of Rs. 1,00,000/- (Rupees one lac only) in the shape of "Fixed Deposit Receipt" covering the period of contract duly pledged in favour of the Punjab Right To Service Commission.

iii) Bank Guarantee:

In addition to the Security Deposit, the contractor shall furnish Bank Guarantee of value equivalent to Rs.10,00,000/- (Rs.Ten lacs) valid

for the period of contract issued from any scheduled bank in favour of Punjab Right To Service Commission, Chandigarh, at his own cost so as to under write against any claim arising, at any time, in connection with the contract.

iv) Revocation of Security/Bank Guarantee:

The Punjab Right to Service Commission, Chandigarh shall have absolute rights and powers for the revocation of said security/bank guarantee, in case of breach of any clause of this Contract, without any prior notice and no claim whatsoever on this account shall be entertained.

v) Raising of Bills:

In order to ensure timely payment of wages^h to the staff, the monthly wage bills shall be raised by the contractor on the required format in vogue on the basis of original attendance-cum-work performance report got signed by the Officer-in-charge of the Commission by the 25th day of each month.

vi) Payment of Wages:

The contractor shall ensure that all the employees get wages at the rates as fixed by the Commission from time to time. The contractor shall ensure that the wages etc. paid to its employees are in conformity with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under. The contractor will ensure that payment of wages to the contractual employees is made by the 7th of every month and wage slips are issued to every employee which should show the item wise deduction which has been made from the gross wages. In case, the Chief Commissioner, Punjab Right to Service Commission, Chandigarh so decides, the contractor shall open his bank account in a bank/branch to be nominated for the purpose of receiving payments from the Commission. The contractual employees deployed by the contractor at the Commission office will also open their respective bank accounts in the same bank/branch so that their

wages may be deposited in the respective accounts through electronic transmission.

vii) EPF/ESI/Bonus/Minimum wages:

The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely under the Employees Provident Fund Act, ESI Act and any other labour laws as applicable and amended from time to time. The contractor shall be responsible for deposit of employee's and Principal Employer's share of statutory contribution towards ESI/EPF with the concerned department/authorities at his own level and maintenance of such record as per rules. Accounts Branch of the Commission will be consulted in this regard by the contractor. He will be required to submit a copy of challan/abstract/statement of the amount deposited on account of the statutory contributions as per rules, failing which the payment of administrative charges of the following month will be withheld. The payment will be released to him towards his administrative/service charges after deduction of I.Tax or any other Govt. dues, after the submission of attested copies of Recovery Schedule and Challans on the required formats for all employees, copy of Bank Challan (s)/Scroll (s) as a proof of having deposited the said amount with the quarters concerned before the disbursement of the wages bill of staff for the following month failing which the whole responsibility for any delay in the disbursement of wages of the staff shall rest with the contractor. He will also arrange to open such EPF/ESI accounts of all the employees deployed by him in this Commission at Chandigarh. The responsibility for issuance of Annual Statement of EPF deposits and ESI cards to its employees solely lies with the Contractor. Any breach of the completion of such formalities during the currency of the contract or in case of default in this regard the competent authority shall invoke action for the imposition of penalty, including termination of the agreement by giving 15 days notice apart from the cancellation of contract.

viii) Service /Administrative Charges;

- a) The Commission will give Administrative Charges on the basic rates/salary for the supply of manpower to the Commission.
- b) Service tax or any other tax (except income tax) payment or which is the liability of the principal employer, as applicable on the date of submission of tender, shall be included by the tenderer in the rate of administrative/service charges. The Chief Commissioner, Punjab Right To Service Commission, Chandigarh will not make any separate payment on this account. However, in case the government increases or decreases the rates of existing service tax/any other tax (except income tax), the administrative/service charges will be increased or decreased at the rate corresponding to the rate of increase/decrease of such Taxes subject to the condition that the contractor will produce authentic/reliable proof in this regard.

(ix) TDS Income tax shall be deducted from the bills of the contractor at source at the rates as applicable from time to time in accordance with the instructions/rules applicable in this regard.

7. PERSONNEL MATTERS:-

a) Selection procedure:

- i) The qualifications for the posts will be as per Punjab Government service rules applicable to the post.
- ii) On asking by the Commission the panel of the candidates shall be sent immediately.
- iii) Suitability of a candidate for the post shall be adjudged by the Commission.

b) Salary of the officials:

The tentative salary of the staff has been shown in **Annexure II**.

8) **MANDATORY RESPONSIBILITIES OF THE SERVICE PROVIDER.**

a) Commencement of Work:

The Contractor is required to commence the work within fifteen days, after the issue of the allotment letter. In the event of failure, a penalty @ 1% of the monthly value of contract per day shall be imposed for non-commencement of work subject to the condition that in no case it shall exceed 10% of the total value of the contract cost. The Chief Commissioner, Punjab Right to Service Commission, Chandigarh shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on the written application of the contractor, in case he finds that the grounds given by contractor are reasonable and satisfactory.

b) Determination of quality of work/services:

The decision of the Chief Commissioner, Punjab, Chandigarh with regard to the determination of quality of work/services done by the contractor shall be final. The contractor shall therefore, rectify the defects if any are pointed out, without any extra payment. The Chief Commissioner, Punjab Right To Service Commission, Chandigarh shall also reserve the rights to get the work/services so rejected done/replaced at his own level at the risk and cost of the contractor after giving him a notice in writing, and the expenditure incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by revocation of any or all parts of the security/bank guarantee as he may think proper.

c) Identification and Issue of Employment Cards:

The contractor shall issue employment cards containing terms and conditions of appointment to its employees to be deployed in office of Punjab Right to Service Commission, Chandigarh and shall also issue them identity cards to be displayed by them while on duty.

d) Providing of Substitute:

In case of a Peon, Sweeper-cum-Chowkidar and Driver as the case may be, happens to be on leave for more than 3 days, he will provide substitute as a stop gap arrangement.

e) **Uniform;**

The uniforms to the Drivers/Peons/ Sweepers will be provided by the Contractor as per specification approved by the Commission.

f) **Supervisory Control:**

The persons deployed by the contractor shall be under the overall control and supervision of the contractor. The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of security, peace and protection of persons and property of the Commission. The persons so deployed should maintain secrecy of the affairs of the Commission.

g) **Medical Examination and Verification of antecedents:**

The contractor will ensure that employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Contractor will be got verified from the appropriate authority by the Contractor at his own level.

h) **Liability of the Contractor to indemnify:**

The Contractor shall keep the Commission indemnified against any loss caused to the Commission property by way or theft mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor. He shall be responsible for payment of any loss caused to the property of the Commission. In case any employee of the contractor so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the contractor concerned to contest the same. In case, Commission is also impleaded as a party, the cost, if any of the actual expenses incurred toward counsel fee and other expenses shall be paid to the Commission by the contractor in advance or on demand. Further, the contractor shall ensure that no financial or any other legal liability comes on the Commission in this respect at any time for the acts done by the employee deployed by the contractor.

In case of any mishappening, accident or death of the employee inside or outside of the office, the Commission will not be hold responsible for that.

9) REMOVAL OF STAFF ON TERMINATION OF CONTRACT:

It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the Commission.

10) SURPRISE CHECK:

The Secretary, Punjab Right to Service Commission, Chandigarh or any other officer so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that the required number of persons is deployed and that they are doing their duties properly. In case, any person so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful act or disorderly conduct, the contractor shall replace the particular person so deployed against such employee.

11) RELATION BETWEEN THE EMPLOYER AND STAFF:

The persons deployed by the contractor for the work shall be his employees for all intent and purpose and in no case, there shall be any relationship of employer and employee between the said persons and the Commission either implicitly or explicitly and the service/agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law. The Commission shall under no circumstances be deemed or treated as the employer of the person engaged for any purpose. The services of the person so engaged shall hereafter cease on the expiry of the term without providing him any claim for the regularization of services or any other consequential benefit.

12) DEFICIENCY IN SERVICE/DISOBEDIENCE BY STAFF:

In case of any deficiency in services or disobedience by the person deployed by the contractor, the Chief Commissioner, Punjab Right to Service Commission shall be at liberty to impose a penalty as may be deemed fit up to Rs. 15,000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the Chief Commissioner shall be final and binding on the contractor. The Commission shall have further right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be

made to the Contractor under this contract or out of the security deposits of the contractor.

13) TERMINATION OF THE CONTRACT:

The contract may be terminated in the event of occurrence of any of the following contingencies:

- a) Without any prior notice on the expiry of the contract period if contractor/service provider commits breach of any of the conditions and in particular regarding deposit of ESI and EPF of the employee as per rules and fails to furnish the respective returns and receipts to the employees under intimation to the Commission's office.
- b) By giving 3 months notice in case:
 - i) The contract is consistently providing unsatisfactory services.
 - ii) The contractor assigns the contract or any part thereof to any other person for sub-letting the whole or a part of the contract.
 - iii) The contractor is declared insolvent by any court of law.

Provided that during the notice period for termination of the contract, the contractor shall continue to provide the services as before till the expiry of notice period.

14) TRANSFER OF LIABILITIES:

In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by the following on such terms and conditions, as the Chief Commissioner, Punjab Right to Service Commission. may think proper in public interest.

- i) Legal heirs in case of sole proprietor.
- ii) The next partners in the case of company or firms.

15) LOCATION OF THE OFFICE:-

The office of the agency/contractor should be located in the tricity i.e. Chandigarh/ Mohali/Panchkula.

16) JURISDICTION:

The courts at Chandigarh only shall have the jurisdiction.

17) ARBITRATION:

In the event of any dispute or difference arising out of or in any way touching or concerning the agreement whatsoever the same shall be referred to the sole arbitration of the Chief Commissioner, Punjab Right To Service Commission, Chandigarh, whose decision thereon shall be final and binding on the parties thereto.

The expression "Chief Commissioner, Punjab Right To Service Commission, Chandigarh" shall include acting/officiating Chief Commissioner, Punjab Right To Service Commission, Chandigarh.

DECLARATION

I, _____ Proprietor/ Managing Partner of
M/s _____ have gone through the terms and conditions
mentioned above and these are acceptable to me.

Signature of the Prop/ Particular
of the Firm submitting the tender

Annexure-I**AFFIDAVIT**

I/We, _____ contractor/Partner/Sole
Proprietor (strike out which is not applicable) of firm _____
do hereby solemnly affirm & declare that the individual/firm/companies are not
black listed by any Government Department or an autonomous body.

Place :
Dated :

DEPONENT**Verification:**

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

Place :
Dated :

DEPONENT

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

Annexure- II

Detail of Employees to be provided

Sr. No.	Name of the Post	Tentative Salary	Qualification and Experience
1.	Under Secretary	45,000	As per Punjab Govt. service rules applicable to the post
2.	Assistant Controller (F & A)	25,112	-
3.	Private Secretary	25,112	-
4.	Superintendent	25,112	-
5.	System Administrator	23,971	-
6.	Programmer	23,971	-
7.	Senior Assistant	23,971	-
8.	Reader cum Ahelmad	18,575	-
9.	Clerk cum DEO	18,575	-
10.	Receptionist	18,575	-
11.	Driver	16,695	-
12.	Peon	12,747	-
13.	Sweeper cum Chowkidar	12,747	-

Annexure - III**CERTIFICATE**

Month:

This is to certify that the contents stated below are correct:

1. The wages of the workers have been credited to their bank account on

2. The contribution towards ESI related to the workers amounting to
Rs. _____ has been deposited vide EST Challan dated
_____ (Copy enclosed).
3. The contribution towards EPF related to the workers amounting to
Rs. _____ has been deposited vide EPF Challan dated
_____ (Copy enclosed).
4. The 2nd party is complying with all statutory Labour Laws including
Minimum Wages Act and Minimum Wages determined by the
Government from time to time.

Signature of Proprietor/Managing Director

Annexure IV

TECHNICAL BID

Sr. No.	Particulars	
<u>I</u>	Name of the Contractor/Agency/ Firm applying for providing outsourcing services. (attested copy of certificate of registration)	
<u>II</u>	Postal Address	
<u>III</u>	Telephone/ FAX/ Mobile No. of the Contractor/ Agency/ Firm	
<u>IV</u>	Status of the Contractor/Agency/ Firm (Whether Private or Public Sector Undertaking or Sole Proprietor or Partnership or Cooperative Society etc.)? The tenderer should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents. Attach copy of incorporation of the firm under companies act, 1956	
<u>V</u>	Name and mobile number of the person to be contacted	
<u>VI</u>	Whether the tenderer possesses the requisite experience? Give details.	
<u>VII</u>	Particulars of Licence obtained from Punjab/UT. (attested copy of the document to be attached)	
<u>VIII</u>	Details of PAN/TAN No. obtained (attested copy of the document to be attached)	
<u>IX</u>	The details of Service Tax No. allotted to the agency/firm. (attested copy of the document to be attached)	
<u>X</u>	Details of registration with regional Employees Provident Fund Commissioner, Chandigarh. (attested copy of the document to be attached)	

<u>XI</u>	Details of registration with regional Employees State Insurance Corporation, Chandigarh. (attested copy of the document to be attached)	
<u>XII</u>	Details of earnest money DD No.: Name of the Bank: Branch: Date: Amount:	

Signatures and Stamp of the Firm

Annexure – V**FINANCIAL BID**

<u>I</u>	Name of the Service Provider/ Agency/ Firm applying for providing outsourcing services.	
<u>II</u>	Postal Address	
<u>III</u>	Name and mobile number of the person to be contacted	
<u>IV</u>	Service/ Administrative Charges To be Charged on the basic salary (to be given in figure and words)	

Place:
Date:

Signature of the Tenderer with stamp
Address