

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

eTENDER FOR AWARD OF CONTRACT FOR PROVIDING “WORKERS THROUGH SERVICE PROVIDER” IN DEPTT. OF TECH. EDU – 12, CHANDIGARH

IMPORTANT INSTRUCTIONS

- All the instructions contained in the Tender Form are important and required to be complied with. Please ensure that the Technical Bid and Price Bid are submitted on-line on or before 15/06/2016, **2016, 4:00P.M.** and Bid Guarantee [Earnest Money Deposit (EMD)] is submitted in sealed envelope super-scribing, “**EMD for the Award of Contract for providing Workers**” in the office of CHANDIGARH COLLEGE OF ENGG. & TECH. (DIPLOMA WING), Sector 26, Chandigarh on or before 15th June **2016, 4:00 P.M.** failing which tender shall not be entertained and rejected.

The Earnest Money Deposit of Rs. 3.40 Lacs (Three Lacs Forty Thousand) extendable upto 3 years is acceptable in the form of Account payee Demand Draft/Banker’s Cheque from any of the commercial banks, payable at Chandigarh, drawn in the name of the Director Technical Education, U.T. Sector 12, Chandigarh. Earnest money in any other form is not acceptable and the tender shall be treated as invalid.

- The Tenderers are required to be present on the day of interview and also required to bring the original documents for verification.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Whether the Bid guarantee (Earnest Money Deposit) form of Account payee Demand Draft/Banker’s Cheque from any of the commercial banks, payable at Chandigarh, drawn in the name of the Director Technical Education, U.T. Sector 12, Chandigarh, for an amount of Rs. 3.40 Lacs (Three Lacs Forty Thousand only), has been submitted in Physical form?	Yes/No
2.	Whether the Technical Bid and Price have been submitted Online?	Yes/No
3.	Whether an affidavit on the Non-Judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of firm has been submitted Online?	Yes/No
4.	Whether each page of the tender documents at Annexures ‘A’ to ‘G’ and other enclosures as well as cutting(s)/ overwriting(s) have been signed by the tenderer and also the forwarding letter has been submitted Online by authorized signatory?	Yes/No
5.	Whether valid PAN / TAN No. Issued by the competent authority have been submitted online?	Yes/No
6.	Whether the self attested copy of Service Tax Number issued by the competent authority has been submitted Online	
7.	Whether the self – attested copy of all registration(s) permission(s)/ licence(s) etc. such as valid Labour Licence, EPF, ESI & EDLI Licence/Code Number, which are required under Labour Law and any other Legislation for providing the services under the Service Agreement, have been submitted Online?	Yes/No
8.	Whether an experience certificate for at-least three years from the institution(s) in which he has executed service contract for the supply of manpower as required under contract has been submitted Online?	Yes/No
9.	Whether a copy of the constitution/partnership deed of your firm duly registered with Registration Firms has been submitted Online?	Yes/No

Place: _____

Dated: _____

Signature of Tenderer _____

Full Name of the Tenderer _____

Address _____

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

TENDER DOCUMENT SR. No. DTE-12/Service Provider/2016/

DATED:-16th May,2016

e TENDER FOR AWARD OF CONTRACT FOR PROVIDING “WORKERS” IN DEPTT. OF TECH. EDU – 12, CHANDIGARH THROUGH SERVICE PROVIDER.

INSTRUCTIONS/GUIDELINES FOR TENDERERS.

1. A copy of Tender Notice is at **Annexure – ‘A’**
2. The Terms and conditions as laid down in the service Agreement for the award of contract for outsourcing of services/activities are at **Annexure – ‘B’**
3. The Scope of work/activities are at **Annexure – ‘C’**
4. A copy of the terms of payment is at **Annexure – ‘D’**
5. Technical Bid Proforma for evaluation of technical performance of the Tender is at **Annexure – ‘E’**
6. Price Bid Proforma is at **Annexure –‘F’**
7. An affidavit regarding Non-Black Listing/Non-Prosecution is at **Annexure –‘G’**
8. The Service Provider, being the Employer in relation to person 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 Minimum Wages as per current DC Rates, Chandigarh**, Besides this, the Service Provider shall also make the payment of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, or any other as per the Chandigarh Administration/Govt. Rules, to his employees. **This office will not pay any other liability except Wages, EPF,ESI,EDLI contributions, Service Tax on the rates as applicable. If any other liability occurs, the same will be borne by the Service Provider.**
9. The Tender Documents along-with **Annexure ‘A’ to ‘G’** and forwarding letter should be submitted online. The Earnest Money Deposit (EMD) shall be sent in the physical form. The Technical Bid and Price Bid etc. will be submitted online. Each page of the Tender document and Annexure ‘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.
10. The tenderer should submit his tender in **three parts i.e.**
 - (i) **Bid Guarantee (Earnest Money Deposit) in physical form in the office of CHANDIGARH COLLEGE OF ENGG. & TECH. (DIPLOMA WING), Sector 26, Chandigarh on or before 15th June 2016, 4:00 P.M.:** The Bid Guarantee [Earnest Money Deposit (EMD)] in the form of Account Payee Demand Draft/ Banker’s Cheque from any of the commercial banks, payable at Chandigarh, drawn in the name of The Director, Technical Education, UT. Sector 12, Chandigarh, for an amount of Rs. 3.40 Lacs (Three Lacs Forty Thousand only), should be submitted in a sealed envelope duly superscribed “EMD for the Award of Contract for providing Workers”. The EMD must be submitted in the office of CHANDIGARH COLLEGE OF ENGG. & TECH. (DIPLOMA WING), Sector 26, Chandigarh on or before **15th June 2016, 4:00 P.M.**, failing which tender shall not be entertained and rejected.

(ii) Technical Bid and

(iii) Price Bid online

The Technical Bid the Price Bid should be submitted online through e-tenderer at <https://etenders.chd.nic.in>

11. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
12. **Performance Security.** The successful bidder will have to deposit performance security @ 5% of total value of contract in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Bank guarantee from a commercial Bank in an acceptable form which shall remain valid for a period of Sixty days beyond the date of completion of all contractual obligations.
13. The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative Charges in percentage of basic wages (as per DC rates, Chandigarh) in the Price Bid, provided he fulfils all other terms and conditions of the tender document. However 0% value of Administrative charges shall be straightway rejected.
14. 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.
15. Any unsealed, conditional, telegraphic/fax tender, tender 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.
16. The tenderer shall quote his offer/rates i.e. Administrative Charges in percentage both in figure and words, which shall remain valid for the whole period of contract on the basis of minimum wages fixed by the Deputy Commissioner (DC)/Chandigarh Administration, U.T., 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. and no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed during the period of contract.
17. The last date and time for receipt of Tender is 15th June **2016, by 4:00 P.M.** The tenderer him-self will be responsible to ensure that his tender is received on or before the said last date and time online through e-tender. Any tender, which is submitted/received after the last date and time shall not be considered under any circumstances. The Deptt. of Tech. Edu. Sector 12, Chandigarh. shall not be responsible for any delay or any other cause that may lead to delay in the receipt of the Tender at the above said designated address beyond the last date and time.
18. The Tender shall be opened on 21st June **2016 at 11:00 A.M.**, in the office of the Principal, CHANDIGARH COLLEGE OF ENGG. & TECH. (DIPLOMA WING) SECTOR 26, Chandigarh. In the event of the date of receipt or opening of tender being a holiday or being declared a holiday, the last date of receipt/opening of the tender shall be the next working day at the same time and venue.
19. The tenderer is required to be present on 21st June **2016 at 11:00 A.M.** in person or through their authorized representative(s) at the time of opening of Technical Bid 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. They are also required to bring the original documents for verification by the committee.
20. Subletting of Contract is not allowed under any circumstances.

21. The tenderer must furnish the latest valid Income Tax PAN/TAN No. Service Tax Number issued by the competent authority along-with Technical Bid online.
22. (a) The successful tenders/service provider shall obtain all registration(s)/permission(s)/Licence(s) which are/may be required under any labour or other legislation(s) for providing the services under the agreement.

(b) The service provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulation and Abolition) Act 1970, if applicable for carrying out the purpose of the contract agreement. The service provider shall further observe and comply with all government laws concerning employment of staff employed by the service provider and 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 the service provider is fully responsible to ascertain and understand the applicability of various acts and take necessary action to comply with the requirement of law.

(c) The service provider shall give an undertaking by the 22nd of each month in favour of department that he has complied with his statutory obligations.
23. The tenderer should furnish online an experience certificate for at-least three years that he has executed successfully service contract(s), for the supply of manpower as stated above.
24. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with 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 rejection.
25. The Contract shall be awarded initially for a period of one year, which is further extendable upto a maximum period of 3 years (including the initial period of one year) on the same Administrative charges in terms of percentage of basic wages as per prevailing DC rates and terms and conditions accepted by the tenderer 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.
26. The Director, Technical Education, U.T., Sector 12, Chandigarh, reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions or the tender.
27. In case of violation of any of terms and conditions as mentioned above, Earnest Money of the tenderer shall be forfeited.

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARHTENDER NOTICE**TENDER FOR AWARD OF CONTRACT FOR PROVIDING “WORKERS THROUGH SERVICE PROVIDER” IN DEPTT. OF TECH. EDU – 12, CHANDIGARH.**

The Deptt. of Tech. Edu., Sector 12, Chandigarh invites tenders through ‘e’ Tendering for Outsourcing of workers through Service Providers: -

Sr. No	Name of Work/Contract	Earnest Money in Rupees	Last Date and time of deposit of e-Tenders documents	Date & Time of opening of online Bid (Technical Bid)
1.	Outsourcing of various categories of workers	Rs. 3.40 Lacs	15 th June 2016, at 4:00 P.M.	21 st June 2016, at 11:00 A.M.

CONDITIONS: Detailed Terms and Conditions are available in the e-Tender document.

- The contract shall be awarded initially for a period of one year, which is further extendable upto a maximum period of 3 years (including the initial period of one year) on the same Administrative Charges in terms of percentage of basic wages as per prevailing DC rates, terms and conditions accepted by the tenderer 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 be approval of the Competent Authority. The contract shall stand automatically cancelled, if the competent authority declines to grant approval.
- The tender must be accompanied with Earnest Money Deposit (EMD) form of Account Payee Demand Draft/ Banker’s Cheque from any of the commercial banks, payable at Chandigarh, drawn in the name of **The Director, Technical Education, UT. Sector 12, Chandigarh**, for an amount of Rs. 3.40 Lacs (Three Lacs Forty Thousand only), should be submitted in a sealed envelope duly super-scribed “EMD for Award of Contract for providing Sanitation Services”. The EMD must be submitted in the office of CHANDIGARH COLLEGE OF ENGG. & TECH. (DIPLOMA WING), Sector 26, Chandigarh on or before 15th June 2016, 4:00 P.M.
- Any conditional, telegraphic/fax tenders, tenders without Earnest Money and not on the prescribed form or any deviation from the terms and conditions of the Tender Notice shall not be entertained and rejected.
- In the event of the date of receipt or opening of tender being declared a holiday, the last date of receipt/opening of the tender shall be the next working day at the same time.
- The Director reserves all rights to reject any or all the tenders without assigning any reason.
- Bid Document can be downloaded from the 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 Department’s website i.e. www.chdtechnicaleducation.gov.in
- All other terms & Conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the detailed Noticed Inviting Tender (DNIT) available/downloadable on the above noted website.

Director,
Technical Education,
Sector – 12, Chandigarh.

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

Service Agreement for Providing Worker through Service Provider

Agreement between the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh and
 -----(hereinafter called lessee),
 resident of -----w.e.f. _____2016 to _____2016 on the
 following terms and conditions: -

1. That the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh will pay the Service Provider
 - a) Wages as per the Deputy Commissioner, Chandigarh/Chandigarh Administration approved rates for a specific category of worker, including EPF,EDLI, and ESI as employers share per month in accordance with rules/provisions governing EPF,EDLI, and ESI. Service Tax is extra as per Govt. Norms
 - b) Administrative Charges @% of basic Wages per worker.
2. That the EMD of Rs. 3.40 Lacs (Three Lacs Forty Thousand only), of the service provider will be adjusted against refundable performance security deposit which will be 5% (rounded off to nearest thousand) of tentative total value of Contract. No interest will be paid on security deposit.
3. That the tenderer will provide full time workers.
4. That the workers to be provided by the Service Provider should be duly qualified to perform the specific job for which they are hired as per the Chandigarh Administration rules.
5. That the duties of workers will commensurate with the nature/category of worker as per the directions of the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh.
6. That the service provider and the workers engaged will be collectively and individually responsible for the performance of duties assigned.
7. That in the event of workers are found deficient in skill/services, the service provider would have to immediately replace the worker and provide the worker possessing the required skill/services in his/her place, without delay.
8. That the **number of workers required may vary as per the requirements of the college during the period of contract.**
9. That the workers will perform any other work assigned by the Principal, as per requirements.
10. That the contractor shall pay the wages to the workers as quoted by him after deducting the employee's share of EPF,ESI,EDLI, etc.
11. That the Service Provider shall make the payment of wages through the account payee cheques/online transfer into the accounts of the persons employed by him, before 7th of every month. The service provider shall furnish details of disbursement of salary to the office within 5 days from the date of disbursement. He shall maintain Attendance Registers, individual's ledger/wages book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any person deployed with the Director, Technical Education, PEC Campus, Sector–12, Chandigarh by the end of last day of the prospective month. The Photostat copies of cheques given to workers as wages shall be provided to the office.
12. That the contractor shall ensure that the work assigned by this office is required to be done by the deputed persons to the satisfaction of the college as per norms, failing which no payment will be released.

13. That the monthly payment shall be released on submission of wage bill/invoice duly certified by the concerned officer/incharge of work of this office.
14. That for ensuring proper discipline, the contractor shall be required to keep his own attendance cards prepared for each staff, which shall be countersigned by the concerned officer/incharge of this college. Discipline/welfare of the staff shall be complete responsible of the contractor and he shall promptly attend to any indiscipline/misconduct of his staff as & when desired by this office.
15. That in case the contractor fails to provide services as per terms of contract suitable penalty which shall be decided by the duly constituted Committee/by the Competent Authority may be imposed by the office.
16. That any revision in the minimum wages by the Chandigarh Administration during the period of contract would be applicable.
17. That the contractor shall be responsible for character and antecedents of his staff/employee deployed in the office.
18. That in case any theft/pilferages due to the negligence of the workers during the tenure of contract, the contractor shall be responsible for the same and loss to be recovered from the bill of the contractor.
19. That the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh on its part shall not be liable to pay any charges, dues, compensation under any of the provisions applicable, which shall be the responsibility of the contractor only.
20. That the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh, shall deduct the Income Tax, if any from the bill.
21. That the service provider will provide neat and clean uniforms to all the workers. No extra payment towards uniforms will be made by the office.
22. That the contractor must abide by rules/regulations and other instructions issued by Govt./ Chandigarh Administration regarding labour laws.
23. That for any violations of the above conditions the lessee will be suitably fined and/or the contract will be terminated and the security will be forfeited.
24. That the Director can add or delete any condition in the interest of the office and can terminate the contract without notice.
25. That the Contract shall be awarded initially for a period of one year, which is further extendable upto maximum, period of three years (including initial period of one year) on the same administrative charges in terms of percentage of basic wages as per prevailing DC Rates, terms & Condition accepted by the tenderer 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 subjected to the approval of the competent authority. The Contract shall stand automatically cancelled, if the competent authority declines to grant approval.
26. That all legal disputes/arbitration will be within the jurisdiction of UT Chandigarh.

I, -----, resident of -----
----- have read and understood the above terms and conditions and these are acceptable to me.

Place :

Dated :

Lessee

Members of the Contract Committee

Director,
Technical Education,
PEC Campus
Sector – 12, Chandigarh.

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

eTENDER FOR OUTSOURCING WORKERS THROUGH SERVICE PROVIDER IN DEPTT. OF TECH. EDU – 12, CHANDIGARH.

SCOPE OF WORK

Sr. No.	Particulars	No. of Workers
1)	Providing full time workers for DTE – 12, GITIW – 11, GPW – 10. CCET(Diploma Wing)-26, GITI – 28, Chandigarh	41 (Tentative) (The number of workers required is tentative and the actual number may vary as per the requirement of the office)
	Categories of Workers: <ul style="list-style-type: none"> • Peon • Chowkidar • Gate Keeper • Sweeper • Mali • Workshop Attendant • Workshop Cleaner • Lab. Attendant • Sweeper-cum-Chowkidar • Any other as per requirement of the Office 	

GENERAL DUTIES OF THE WORKERS ENGAGED THROUGH SERVICE PROVIDERS:

- The Service provider Full time workers.
- The workers to be provided by the Service Provider should be duly qualified to perform the specific job for which they are hired as per the Chandigarh Administration rules.
- The duties of workers will commensurate with the nature/category of worker as per the directions of the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh.
- The service provider and the workers engaged will be collectively and individually responsible for the performance of duties assigned.
- In the event of workers are found deficient in skill/services, the service provider would have to immediately replace the worker and provide the worker possessing the required skills/services in his/her place, without delay.
- **The number of workers required is tentative and the actual number may vary as per the requirements of the office during the period of contract.**

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

**eTENDER FOR OUTSOURCING WORKERS THROUGH SERVICE PROVIDER IN
DEPTT. OF TECH. EDU – 12, CHANDIGARH.**

TERMS OF PAYMENTS

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 wages as fixed or prescribed under the DC Rates, Chandigarh along-with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, 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) and any other Govt. Rules/Act as applicable.
2. That the monthly payment shall be released by the concerned Head of Office to the Contractor on receipt of wage bill/invoice duly certified by the concerned officer/incharge of work of respective Deptt.
3. That the Payment for the present bill shall be paid on production of receipt of challans of ESI/EPF duly acknowledged by the respective Deptt. for the previous bill.
4. In case the contractor fails to provide services as per terms of contract suitable penalty which shall be decided by the duly constituted Committee/by the Competent Authority may be imposed by the Office.
5. Any revision in the minimum wages by the Chandigarh Administration during the period of contract would be applicable.
6. All the payments shall be made by the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh, Chandigarh, after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.
7. That in case of any theft during the tenure of contract, the contractor shall be responsible for the same and loss of the theft will be recovered from the bill of the contractor.
8. That the Director, Technical Education, PEC Campus, Sector – 12, Chandigarh, Chandigarh on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss or other losses applicable in this behalf to the personnel which shall be the responsibility of the contractor only.
9. **The Service Provider will provide neat and clean uniform to all the workers. No extra payment towards uniforms will be made by the office.**
10. That the Contractor would abide by rules/regulations and other instructions issued by Govt./ Chandigarh Administration regarding labour laws.
11. That for any violations of the above conditions the lessee will be suitably fined and/or the contract will be terminated and the security will be forfeited.

12. **Payment of Wages**

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

- (i) The Service Provider shall make the payment of wages through the account payee cheques/online transfer into the accounts of the persons employed by him, before 7th of every month. The service provider shall furnish details of disbursement of salary to the college within 5 days from the date of disbursement. He shall maintain Attendance Registers, individual's ledger/wages book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any person deployed with the Director, Technical Education, PEC Campus, Sector-12, Chandigarh by the end of last day of the prospective month. The Photostat copies of cheques given to workers as wages shall be provided to the college. The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at **Annexure 'C'**
- (ii) Attendance Register, Muster Roll duly signed by the Service Provider and verified by the authorized officer(s) Director, Technical Education, PEC Campus, Sector-12, Chandigarh, Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI/Income Tax/Service Tax etc. to be tallied with the wage bill.
- (iii) Details of Cheques to be issued to the concerned persons deployed to be submitted to the Caretaker of Director, Technical Education, PEC Campus, Sector-12, Chandigarh, for verification before actual disbursement of payments
- (iv) 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 Director, Technical Education, PEC Campus, Sector-12, Chandigarh, is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- (v) 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 be submitted to Director, Technical Education, PEC Campus, Sector-12, Chandigarh, within 10 days from the disbursement of wages i.e. by 17th of the month.

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

NAME OF SERVICE CONTRACT:**“OUTSOURCING OF WORKERS THROUGH SERVICE PROVIDER”****TECHNICAL BID****PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER**

1.	Name of the Person/Organisation/firm, Location of its office with complete address both residential and permanent and Telephone/Fax Nos.	
2.	Status of Organisation (Whether Private/Public Sector Undertaking/ Sole Proprietor/ Partnership/Cooperative Society etc.?)	
3.	Whether documentary proof, in support of 1 & 2 above are submitted on-line	Yes / No
4.	Whether a copy of Resolution passed by the Executive body authorized the specific officer/partner for signing the documents for this tender has been submitted on-line)?	Yes / No
5.	Whether the tenderer has submitted an Experience Certificate of at-least three years?	Yes / No
6.	Whether the Tender Bid guarantee (Earnest Money Deposit) in the form Demand Draft /Banker's Cheque from any of the commercial banks, payable at Chandigarh, drawn in the name of the Principal, Chandigarh College of Engg. & Tech. (Diploma Wing), Sector 26, Chandigarh for an amount of Rs. 3.40 Lacs (Three Lacs Forty Thousand only), has been submitted in Physical form?	Yes / No
7.	Whether the self-attested copy of latest Income Tax Assessment Certificate/PAN/TAN No. has been submitted online?	Yes / No
8.	Whether the self-attested copies of the Service Tax. No. has been submitted online?	Yes / No
9.	Whether the tenderer has submitted online a self-attested copy of valid Labour Licence in the relevant trade/field for the execution of this service contract duly issued by the competent authority?	Yes / No
10.	Whether the self-attested copy of EPF, ESI & EDLI Code Nos. Issued by the Chandigarh Administration has been submitted online?	Yes / No
11.	Whether the Affidavit on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate that the tenderer has never been blacklisted, has been submitted online?	Yes / No

Place: _____**Dated:** _____**Signature of Tenderer** _____**Full Name of the Tenderer** _____**Address** _____

DEPARTMENT OF TECHNICAL EDUCATION, SECTOR – 12, CHANDIGARH

FORMAT FOR PRICE FOR E-TENDER FOR “OUTSOURCING OF WORKERS THROUGH SERVICE PROVIDER” IN DEPTT. OF TECH. EDU – 12, CHANDIGARH. THROUGH SERVICE PROVIDER

Description of Work: OUTSOURCING OF WORKERS THROUGH SERVICE PROVIDER”

1. As per scope of work mentioned in Annexure – ‘C’ subject to fulfilment of other terms and conditions of the Service Agreement at Annexure – ‘B’.

Administrative/Service Charges in % age on the monthly Basic wages per worker (as per DC Chandigarh/Chandigarh Administration Rates).

To be quoted in Price Bid.

(From the above mentioned Administrative Charges the tenderer shall be solely liable to Pay/dischage the responsibilities as per Requirements of Tender Terms and conditions and the various Labour Acts/Rules as amended from time to time towards his employees during the currency of contract.

NOTE:

- A) The tender shall be awarded to the tenderer, who quotes the **lowest offer of Administrative charges (in percentage)** provided he fulfils all other terms and conditions of the tender document keeping in view all obligations and responsibilities as an employer to be performed by them and as per requirement of the tender document offer as per Contract Labour Act during the currency of contract. **If a firm quotes ‘NIL’ or 0% charges/consideration, the Bid will be treated as irresponsive and will not be considered.**

This Deptt. will not pay any other liability except Wages, EPF, ESI, EDLI contribution, Service Tax on the rates as applicable from time to time by the concerned authorities. If any other liability occurs, the same will be borne by the Service Provider Charges.

- B) The tenderer 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 wages as fixed or prescribed under the Minimum Wage Act, 1948 along-with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, etc. to his employees.
- C) The above quoted Administrative Charges (in percentage) shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the Tenderer.
- D) TDS applicable shall be deducted from the actual amount of bill.

I/We certify that I/We have read the terms and conditions as given in the Service Agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the Service/Activities under this Service Agreement shall alone be responsible to provide the services/activities under this Service Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum

Wages as fixed or prescribed under the Minimum Wages Act, 1948 along-with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, etc. to 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, Minimum Wages Act. 1948, Contract Labour (Regulation & Abolition) Act, 1970, Chandigarh Contract Labour (R&A) Rules, 1974, Employees Provident Fund (EPF) Act,1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), or any other Act as applicable and as amended from time to time and or any other rules framed there under from time to time by the Chandigarh Administration and/or any authority constituted by or under any Law, for the category of persons deployed by me/us.

Place: _____

Dated: _____

Signature of Tenderer _____

Full Name of the Tenderer _____

Address _____

ANNEXURE – ‘G’

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 or 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 there from

DEPONENT

Place_____

Date_____

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