

## **Directorate of Governance Reforms (DGR)**

S.C.O No 193-194-195, Sector-34-A, Chandigarh  
Phone No: 0172- 2600971, Fax No: 0172-2646320

### **Tender Notice**

Tender No.: Apr-2013/PSEGS/ITA

Sealed Tenders are invited to engage the services of Manpower Service Provider (MSP) for providing manpower under Department of Governance Reforms on outsourcing basis.

Detailed tender document containing terms & conditions may be procured from the department. The last date for submission of bid document is 22-04-2013 at 2:00 pm at the aforesaid address.

The bids will be opened on 22-04-2013 at 3:00 p.m. in the presence of representative of the participating companies.

**Director**

## Tender Document

For

### Providing Manpower under Department of Governance Reforms

Tender No: Apr-2013/PSEGS/ITA

Cash /DD No./Receipt No..... Dated..... Amount Rs. /-in cash/DD  
(In case of download)

Last date of submission of tender: Time:

Date of opening of tender: Time: Venue:

Note : -

1. 2-tier Tender bid:-
  - a. Technical bid +EMD
  - b. Commercial bid
2. Please attach either second copy of cash receipt of Rs. 1000/-with the quotation or in case of downloaded tender form a DD of Rs. 1000/- favoring Director, Department of Governance Reforms payable at Chandigarh.
3. The original copy of tender document may be procured from the office and should be attached with the quotation duly signed with seal of the firm as acceptance of terms and conditions of tender.

**Director**

## **Eligibility Conditions**

1. The tenderer should be in existence in manpower outsourcing business for at-least last 5 years. Certified Copy of Certificate of Incorporation and Memorandum and Articles of Association of the party/ firm should be attached.
2. The tenderer should have been incorporated as a Private/ Public Limited Company or a Registered Firm or Society or Trust and should have relevant qualification and experience in providing such services.
3. The tenderer should have an average annual turnover of Rs. five crore per annum in the last three years as on 31.03.2013.
4. The tenderer should have an experience of providing minimum 50 persons in similar categories in Government/ Semi-government/ Public Sector undertaking. Please attach allotment letters, relevant certification & satisfactory completion certificates.
5. The tenderer should have an experience of successfully completed similar works during last 3 years ending 31.03.2013 in Government sector/ PSUs as per following details
  - a. Three similar work each costing not less than the amount equal to Rs. 10 lac
  - b. Two similar work each costing not less than the amount equal to Rs. 15 lac
  - c. One similar work each costing not less than the amount equal to Rs. 30 lac.

(Similar works mean – supply of full-time IT professionals)

6. The tenderer must have operating office in Chandigarh (Tri-city)/ Punjab. The tenderer should clearly indicate the addresses of Corporate Office, Branch Offices and name of Directors on its pre-printed letter heads.
7. The tenderer must be ISO certified. Please attach proof.
8. The tenderer must attach certified copies of Registration Number of PSU/ DGS&D/State Govt., EPF, ESI, Service Tax, License issued under Contract Labour (R&A) Act, 1970, Income Tax Permanent Account Number and Registration Number under Punjab Shops and Commercial Establishment Act 1958 etc.

9. Tenderer must give undertaking that “*We have not been blacklisted or barred by any Centre/ State Govt. Agency for any reason*”.
10. The tenderer must enclose an Earnest Money Deposit (EMD) of Rs. 50,000/- (One lakh) in the shape of Demand Draft favor of the “Director, Department of Governance Reforms, Punjab payable at Chandigarh” along with the technical bid.
11. Consortium shall not be allowed for tender participation.

### **General Terms & conditions**

1. The Earnest Money of tenderers whose tender are not accepted, will be refunded after finalization of the bid process.
2. No correspondence/ discussion/ visits whatsoever will be entertained on the subject unless specifically asked for by this office after opening the tenders for technical discussion/ negotiations. Any violation of this will render the quotations invalid and firm is liable to the blacklisted.
3. Tender shall be valid for a period of 90 days days from the opening of tender.
4. Director, DGR reserves the right to call for technical clarifications/ commercial negotiations. The company should depute competent representative for such matters.
5. No Zero rate or negative tender will be considered.
6. Director, DGR reserves the right to place order as per requirement of the Department.
7. The successful bidder shall furnish a Performance Security to the tune of 10% of the total estimated annual value of the Contract in the shape of Demand Draft/ Bank Guarantee in favor of Director, DGR. The said performance security shall be refunded after 90 days of the completion/termination of the Contract.
8. The successful tenderer will have to sign, the contract agreement with Department of Governance Reforms, Chandigarh on a Non-Judicial stamp paper of Rs. 100/
9. All other terms and conditions will be as per the agreement entered by the MSP with Department of Governance Reforms, Punjab.

10. The MSP shall be answerable to the Director, Department of Governance Reforms and /or to an Officer authorized by Department of Governance Reforms for the coordinating the day-to-day work.

### **Terms and conditions of Contract**

#### **Job conditions**

11. Director, Department of Governance Reforms reserves the rights to fix the qualifications and remunerations as per instructions issued by Punjab Government from time to time.
12. The work involves providing Manpower for all categories of services at Chandigarh and anywhere in Punjab, or even out of Punjab as per requirement of Department.
13. The provided manpower shall not become an employee of the Punjab Government.
14. The strength or number of manpower can be decreased or increased, depending upon the requirement of Department time to time.
15. The Manpower Service Provider (MSP) will be responsible for and or in relation to the complete discipline of Manpower, so deployed, and shall ensure compliance of all applicable provisions contained in all enactments, laws, rules and instructions in force, as made applicable, from time to time in connection with or in relation to labour laws.
16. The decision of Department of Governance Reforms pertaining to the quality and quantity of work/services performed by the manpower provided by the MSP will be final and acceptable to the MSP besides being binding. It shall be the responsibility of the contractor to rectify the deficiencies so pointed out without any extra payment. In the event of default by contractor, the Department of Governance Reforms reserve the right to get the work/services, so dropped, done at its own level at the cost, risk and responsibility of the contractor after giving a notice in regard thereto in writing and the expenditure so incurred by the Department of Governance Reforms will be recovered from the bills of the contractor or from any other outstanding dues, as it may deem fit.
17. The MSP will be solely responsible to fulfill all its obligations towards the manpower deployed under the various relevant and applicable Acts amended from time to time and for the deposit of employee's and employer's share of

statutory contributions to the ESI/EPF/EDLI or any other statutory due with the concerned department/authorities in the account of concern person at its own level besides maintaining such record in relation thereto as per rules.

18. The MSP shall take all necessary precautions and measures to prevent any unlawful act or disorderly conduct of any person so deployed and for the preservation of peace and protection of persons and property of Department of Governance Reforms, where they are employed.
19. The manpower deployed by the MSP for the work shall be the employees of the MSP for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said manpower and the Department of Governance Reforms, Punjab, Chandigarh and they shall not have any claim on regularization of their services.
20. The MSP shall be solely responsible for fulfilling all of his obligations towards the persons deployed under any law e.g. Maternity Act Benefits, Shops and Establishment Act and any other statutory obligations as applicable and amended from time to time.
21. Mode of payment for providing manpower will be through cheque and on receipt of attendance from concerned agency/ persons

### **Payment terms**

22. The payment of the contract shall be made on monthly basis. The payment will be released every successive month for which contractor will have to submit the bill in duplicate duly pre-recipient to the Department of Governance Reforms by 5th of the month for payment.
23. All statutory liabilities shall be met by MSP.
24. Department of Governance Reforms will deduct T.D.S and any other applicable statutory deduction from monthly payment made to the contractor as per applicable rules.
25. The MSP shall provide manpower as per the agreement made with the Department of Governance Reforms and if the quality and strength is found less, the proportionate recovery will be made.
26. The Department of Governance Reforms shall not be responsible for the payment of the wages/ compensation/ allowances or any other payment to the manpower engaged by the MSP e.g. ESI, EPF etc. The MSP will have to produce an NOC with regards to the above statutory requirements mentioning the no outstanding payments.

27. The manpower so deployed shall be under the overall control and supervision of the MSP and the MSP shall be liable for payment of their wages etc and all other dues, which the MSP is liable to pay under the various labour Laws Regulations and other statutory provisions.
28. The MSP shall ensure that all the employees get minimum wages and other benefits as are admissible under various labour laws & any other applicable statutory obligations. The bidder shall provide full information, in respect of the wages or any other payment paid to the employee so deployed in conformity with the provisions of the MSP Labour (Regulations and Abolition) Act 1970 and Rules 1971, to the Department.
29. The MSP should have his/ her own EPF/ ESI No. allotted by the respective authorities. The MSP will take necessary action at his level as per the statutory requirements ESI/ EPF authorities.
30. MSP will furnish the EPF/ ESI No. and proof of deposit of the EPF/ ESI contributions in respect of all the employees directly or indirectly engaged by him relating to services to be provided, to the DGR on monthly basis or as per requirement of DGR. Further, in case of any default or liability, which may arise to the DGR on this account, DGR will be at liberty to deduct such amounts from the MSP payments or from Performance Guarantee or any dues
31. In case of delayed supply of manpower a penalty shall be levied equal to the daily wage rate of the respective delayed manpower (i.e. Man-month rate of the person / no of working days of the month x no of days absent/ delayed). This penalty shall be over & above the non-payment for absence of any such manpower (more than allowed leaves).
32. Manpower Service Provider (MSP) will submit to the Department the required documents of statutory taxes

### **Contract period**

33. The contract is applicable initially for a period of 12 months, if the services of the MSP found satisfactory contract may be extended for another period as deemed fit by Department of Governance Reforms. The decision of the Department of Governance Reforms in this regard shall be final in all matters related to this agreement.
34. In case, Department of Governance Reforms feels dissatisfied with the services, the contract is liable to be terminated at any time without any notice.

## **Code & conduct**

35. MSP shall be responsible for the conduct and behavior of its employee.
36. Manpower services are required as per the Department of Governance Reforms working hours.
37. MSP deployed manpower will keep to the normal working hours of DGR/State Government where they are placed. For any calculation purpose, half day shall be calculated in proportion to the normal working.
38. The manpower will also follow the holiday schedule of the DGR/ State Government where they are placed.
39. The daily attendance of manpower resources will be marked in the register maintained by DGR or as per DGR directions.
40. In the event of any theft/ loss occurred to the Department of Governance Reforms on an account of negligence of agency/ MSP's employees. The MSP shall make good the loss sustained by the Department of Governance Reforms either by the replacement, or by paying, or on payment adequate compensation as decided by Department of Governance Reforms.
41. The MSP will issue identity cards to their staff in consultation with officer authorized by the Department of Governance Reforms clearly indicating the place of deployment, i.e. Department of Governance Reforms failing which no entry will be allowed inside the premises. This will be provided by the MSP at its own cost.
42. Any accident/ damage/ theft will be the entire responsibility of the MSP on account of personnel being provided.
43. The manpower employed by the MSP must have good character and sound health cleanliness without history of drug abuse/ alcohol etc. and without any past criminal record. The tenderer assigned the final contract will produce the medical fitness certificate of all the employees hired by it.
44. It shall be the duty of the MSP to ensure that no manpower shall create any disruption/ hindrance/ problem in the objectives & operation of Department of Governance Reforms.
45. The instructions/ orders issued by the Department of Governance Reforms from time to time shall also be followed by the MSP and its persons.
46. In case, any of the persons so deployed by the the MSP, if his work and is not satisfactory or perform his duties negligently or indulges in any unlawful activity



and riots, the MSP shall take suitable action against such employees on the report of DGR.

47. In case of any complaint/ defect pointed out by the competent authorities the MSP shall immediately replace the particular person so deployed without further arguments.
48. The guidelines issued by Government from time to time with regards to implementation of any mandatory provision or other statutory requirements must be complied by the MSP.

Name of authorized signatory:

Signature:

Name of tenderers:

Seal of Firm:

Address:

## **Instructions to Tenderers in addition to terms & conditions of contract**

1. Department of Governance Reforms intends to engage a competent agency for providing Manpower Services at Chandigarh/ anywhere in Punjab.
2. Tenderer responding the tender notice shall be deemed to be agreeable to the terms & conditions herein contained.
3. All the terms and conditions laid down in the tender shall be binding on the tenderer.
4. Tender form should be filled in neatly, legible and carefully.
5. Department of Governance Reforms could not be under any obligation to give any clarification to the agencies whose bids are rejected.
6. Tenders must be sent by post or dropped in the tender box at (receipt/ dairy Section of the Department of Governance Reforms, Punjab. Tender document must be sealed and distinctly marked 'TENDER FOR MANPOWER SERVICES' and address only to Department of Governance Reforms, S.C.O No 193-194-195, Sector-34-A, Chandigarh. Tender enquiry reference and due date of opening must be mark boldly on the envelope.
7. While submitting tender, tenderer must submit EMD, Technical Bid and Financial Bid in sealed envelope.
8. Authorized signatory should signature and seal of firm on all pages. Bids without signature and seals of authorized signatory of firm will be rejected.
9. All the columns of the tender document shall be duly, properly and exhaustively filled in. The rates and units shall not be over-written. Quotations shall always be both in the figures and words. The word "No Quotations" should be written across any or all of the items in the scheduled for which a tenderer does not wish to a tender.
10. Department of Governance Reforms reserves the right to reject/ cancel any or all or part of the tender of the tenderer without assigning any reason and shall also not bind to accept lowest tender. The decision of Department of Governance Reforms shall be final and binding.
11. No Zero rates quoted or negative bids will be considered.
12. Quotations received late, improperly sealed or with incomplete marking or with overwriting/ corrections in the quotation document are liable to be rejected.

13. Tenderer failing to comply with all the terms & conditions mentioned in tender document would result in the tender being summarily rejected.
14. All disputes will be settled within the jurisdiction of Department of Governance Reforms, Punjab, Chandigarh.
15. The instructions to tenderer shall also form part of the contract.

Note:- Department of Governance Reforms reserves the right to award the contract on merit base instead of the lowest bid.

### **Acceptance**

I/We hereby declare that all the terms and conditions of tender document has/ have been read by me/us and I/we accept all the terms and condition mentioned in the tender and shall comply with them strictly.

Name of authorized signatory:

Signature:

Name of tenderers:

Seal of Firm:

Address:

Date:



**Financial Bid**

Tender Form No...Apr-2013/PSEGS/ITA

Date.....

To

Director  
Department of Governance Reforms, Punjab  
Chandigarh

Sir,

I/We hereby tender For manpower services as per the specifications given in this tender document of the DGR, within the time specified and in accordance with the Terms and Conditions.

The rates are quoted in the prescribed format given below:

<b>Description</b>	<b>Service Charges Rate</b>
Manpower services as mentioned in Annexure A.	In Figure:
	In words:

Service tax shall be paid as per prevailing rates.

In case of any discrepancy between figure & words, rate in figures shall be treated as final.

Signature of the Tenderer with seal

Name of authorized signatory:

Signature

## Requirement of manpower under DGR

Sr No	Item Description	Qty
1.	IT Assistant	34

Note:-i) The Number of persons to be hired may be increased or decreased as per requirement of Department

ii) The existing persons will be taken over by the MSP.

Qualifications	Rate of Remuneration
Qualifications of each category will be prescribed by DGR.	Remunerations of each category will be fixed by DGR + Statutory Charges etc. as per Govt instructions