

**TENDER
FOR
PROVIDING MANPOWER SERVICES**

AT

**DIRECTOR GENERAL SCHOOL EDUCATION, PUNJAB, MOHALI
PUNJAB SCHOOL EDUCATION BOARD COMPLEX, BLOCK-E, 5TH
FLOOR, PHASE-8, MOHALI (PUNJAB)
PHONE NO. 0172-5212313**

Tender No. Admin/2019/01

Dated: 11-02-2019

Guidelines for online tendering Procedure:-

For participating in the above e-tendering process, the Bidders shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID and Password. Digital Signature is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process, please contact on 0172-2791326, 0172-2791226.

Conditions: -

1. Interested bidders can purchase the tender document online from website.
2. The bidders using Net-banking service of banks other than SBI are advised to submit their EMD and other fee (if any) in advance at least three working days prior to the last date of submission of the bid. Tender processing fee shall be strictly paid through online mode. Other mode of payment will not be considered.
3. Bidders/ Contractors, who wish to submit online tender can access tender document from the website, fill them and submit the completed tender document into Electronic Tender on the website itself. Bidders / Contractors shall attach scanned copies of all the paper, i.e. Earnest Money deposited, Tender Form Cost, Processing Fee & the certificates as required in Eligibility criteria.
4. Corrigendum / Addendum / Corrections, if any will be published on the website only.
5. If the date of opening of tender happens to be a holiday then the tender will be opened on the next working day at same time and same venue.

Note: -

The prospective bidders have the option to download the tender document from <https://eproc.punjab.gov.in> They have to pay non-refundable fee and Processing Fees through online mode only (IPG/ Net Banking). The payments of Tender form fee and EMD through online mode only should be submitted before last date & time (as per bid document) failing to which bid of respective bidders would not be opened.

If cost of the Tender Document & requisite EMD are not paid as per above, the bid will be rejected out rightly.

Aspiring bidders who have not obtained the User ID and Password for participating in e tendering may obtain the same by registering in e-procurement portal (<https://eproc.punjab.gov.in>).

Tender for Providing Manpower Services

Online tenders, in two-bid (Pre-Qualification & Commercial), are invited from reputed, leading and resourceful registered/licensed firms, having at least 3 years experience in the area for providing the Manpower services. Interested agencies may either download the tender document from www.ssapunjab.org or www.etender.punjabgovt.gov.in. The schedule as per given below:-

1. Sale of Tender Document : As per e-tender portal.
2. Pre-Bid Meeting : As per e-tender portal
3. Submission of Bid : As per e-tender portal 3:00 pm.
4. Opening of Technical Bid : As per e-tender portal pm.
5. Opening of Commercial Bid : As per e-tender portal.
6. Tender Fee (Non-Refundable) : Rs. 1000/- (Rs. One Thousand only) by online mode only.
7. Earnest Money Deposit : Rs. 5,60,000/- (Rupees Five Lakh Sixty Thousand only) by online mode only.

1. Mode of Submission of Bid

- 1.1 Tender Fee Rs. 1000/- (Rupees One Thousand only) and Earnest Money Deposit (EMD) Rs. 5,60,000/- (Rupees Five Lakh Sixty Thousand only) have submitted by online mode only.
- 1.2 The Pre-Qualification & Commercial Bid should be filled in excel sheet (downloaded from the etender site only) and submitted through E-Tender mode only. E-Tender site is www.eproc.punjab.gov.in
- 1.3 The bid documents must be signed by the authorized signatory of the company (with company seal) as proof of acceptance of the Terms & conditions contained therein.
- 1.4 The scanned copies of required documents for Pre-Qualification as per Annexure 'A' should be submitted by online.
- 1.5 Interested bidders may attend the Pre-Bid meeting as per the schedule for clarifications, if any.
- 1.6 Interested bidders may attend bid opening as per the schedule. Commercial bids of only pre-qualified bidders shall be opened.

Note: Bidders are advised to ensure that they meet/fulfil all the criteria laid in the tender document before submitting the bid. Bidders are free to visit SSA, Punjab website.

2. Instruction of Bidders

- 2.1 Offers received through hardcopies shall be rejected out rightly. In case the specified date for the submission of offers is declared as a closed holiday for offices including that of in Mohali, the bid-closing deadline shall automatically stand extended to the next working day up to the same time.
- 2.2 In case bidder submits any forged/irrelevant/misleading documents or information, the bid will be rejected and EMD forfeited.¹
- 2.3 If the bidder seeks to withdraw or amend the bid at any stage, till finalization of the contract, the Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected.
- 2.4 Any attempt of canvassing on the part of the bidder, directly or indirectly, after submission of tender to influence the authority to whom he has submitted the tender or authority who is competent to finally accept it or any endeavour to secure any

interest for an actual or prospective bidder or to influence by any means such tenders are liable to be rejected.

- 2.5 Deviations from instructions to bidders or other Terms & Conditions will not be acceptable and bid is liable to be rejected.
- 2.6 O/o DGSE, Punjab reserves the right to accept/reject any or all the offers/extend the date for submitted of bid/opening of the bids/cancel the whole tender proceedings without assigning any reason whatsoever. The right of selection rests absolutely with O/o DGSE, Punjab and its decision in this regard shall be final and binding on the bidders.
- 2.7 O/o DGSE, Punjab reserves the right to cancel/postpone the date of submission and or opening of the tenders.
- 2.8 The bid validity for acceptance shall be for 90 days from the date of opening of bid.
- 2.9 The rates must be quoted exactly in the Performa provided in excel sheet only herewith (**Annexure 'B'**). The rates should be in Indian Rupees both in figure and words. In case of any discrepancy between rates mentioned in figures and words, the later (i.e. in words) shall prevail.
- 2.10 The amendment, if any, will be notified by on website www.ssapunjab.org or www.eproc.punjab.gov.in .

3. **Eligibility Criteria:** The bidders must meet the following eligibility criteria:

- 3.1 Must have at least three financial years experience in providing services to large reputed organization /Govt./Semi Govt.
- 3.2 Must have minimum Annual Turnover of Rs. 2.00 Crore (Rupees Two Crore Fifty Lakh only) for the last consecutive three years. (2015-16 to 2017-18) in the field to providing Manpower. Audited Statement of Accounts and Balance sheet to be submitted as documentary proof. In case the balance sheet is combined for different operations of the bidder, certificates from the Chartered Accountant should be enclosed indicating the yearly turnover for providing Manpower services.
- 3.3 Experience of having successfully completed similar works as below during last three financial year:-
 - a) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost.

OR

- b) Two similar completed works, each costing not less than the amount equal to 50% of the estimated cost.

OR

- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- Note:** a) Estimated cost of work for this tender is approx. 2,79,99,023/- p.a.
b) The similar nature of the work shall mean providing Manpower services to any Govt./Semi Govt.

- 3.4 Must be registered with GST and other required authorities/departments like ESIC, PF Commissioner, GST, Registrar of Companies etc.
- 3.5 L-1 Bidder must obtain valid labour license, as per statutory norms, issued by Regional Labour Commissioner (Punjab) within 15 days from the agreement.
- 3.6 The bidder should be an income tax assessee and should have filed IT returns for the last three financial years.

Note: Attested Documentary proof in support of each of the above relevant pre qualification criteria should be submitted by online with the pre-qualification bid, failing which the bid shall be summarily rejected. O/o DGSE, Punjab reserves the right to verify the credentials of bidders.

4) Award of Contract

- 4.1 Mere fulfilling the pre-qualification criteria does not entitle the bidder for further evaluation. O/o DGSE, Punjab reserves the right to thoroughly verify their credentials from the agencies for which the bidder rendered or currently rendering similar services. The feedback from such agencies shall be a major criteria in the pre-qualification evaluation process. The decision of O/o DGSE, Punjab on pre-qualification shall be final and binding on the bidders.
- 4.2 The commercial bid for providing Manpower services shall be evaluated for determining the L-1 for the respective work.
- 4.3 The relative position of the bidders for award of contract for manpower services shall be determined based on the lowest Grand total amount calculated on basis of

percentage of services charges on applicable minimum wages. In case more than one bidder quote lowest service charges, the bidder with the highest average annual turnover for the last 3 years shall be awarded the contract. For this purpose, the turnover in respect of providing Manpower services shall be counted.

4.4 The contractor shall not assign or transfer the rights and responsibilities assigned to him to any other person or entity or sub-contract his services in any way to others.

5. Scope of work for Manpower

5.1 The manpower to be deployed shall be as per requirement. The number of staff to be deployed may be increased or decreased, at the discretion of the O/o DGSE, Punjab.

5.2 Supervisor who will be responsible for scheduling the daily/weekly and monthly activities and all necessary co-ordination with O/o DGSE, Punjab and contractor.

5.3 All deployed staff at O/o DGSE, Punjab will wear clean uniform and display their photo identify cards (issued by the contractor) prominently.

6. Requirement of Manpower

Head Quarter, Mohali

Sr No.	Name of Manpower	Samgra Shiksha Abhiyan	Mid-Day-Meal	PICTES	P.E.D.B	Edusat	Recruitment Board	Total
1.	Junior Engineer	--	--	--	--	01	--	01
2.	Electrician	--	--	--	--	01	--	01
3.	Accountant-cum-Cashier	01	--	01	--	01	--	03
4.	Data Entry Operator	23	03	02	--	02	--	30
5.	Sweeper-cum-Peon	27	02	02	01	04	01	37
6.	Peon-cum-Mailer	02	--	--	--	--	--	02
7.	Security Guard	04	--	--	--	03	--	07
8.	Receptionist	02	--	--	--	--	--	02
9.	Driver	02	--	01	--	--	--	03
Total		61	05	06	01	12	--	85

Districts of Punjab

Sr No.	Name of Manpower	Samagra Shiksha Abhiyan	Mid-Day-Meal	PICTES	P.E.D.B	Edusat	Total
1.	Data Entry Operator	00	22	00	00	00	22
2.	Sweeper-cum-Peon	22	00	00	00	00	22
3.	Security Guard	22	00	00	00	00	22
Total		44	22	00	00	00	66

Note: The number of manpower indicated above is tentative. The number of staff may be increased or decreased, at the discretion of the O/o DGSE, Punjab on requirement basis.

7. Duration, Termination & Penalty

- 7.1 The contract shall be for a period of 12 (twelve) months and it may be extended on such terms and conditions are mutually agreed upon, depending upon the performance and requirement. The contract can be terminated on one months notice by the O/o DGSE, Punjab.
- 7.2 If the contractor does not complete the work or deserts the work, the O/o DGSE, Punjab is at liberty to get the work done from any other agency as deemed fit and difference in expenditure will be recovered from the contractor.
- 7.3 The Contractor shall maintain good standard of services as indicated. The performance of the contractor will be reviewed on monthly basis and in case the services are not found up to the mark, the DGSE, Punjab shall have absolute rights and powers for the revocation of the Performance Guarantee, contract may be terminated without any notice. The penalty for non-commencement of work up to and including seven days after the date of start of work mentioned in the letter issued for the allotment of the said work shall be one percent per day. The authorities condoning the delay may reduce or remit penalty so imposed, in writing.
- 7.4 If any staff is found missing form duty without permission from O/o DGSE, Punjab the penalty @ 2 times the daily wages shall be levied on the contractor. Proper attendance records of staff should be maintained by supervisor. The attendance register should be got verified from O/o DGSE, Punjab authorized Officer on weekly basis.
- 7.5 The contractor shall keep the O/o DGSE, Punjab indemnified against all the losses caused to the office property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the Contractor. In case any employee of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the sole responsibility of the Contractor concerned to contest the same. In case O/o DGSE, Punjab is also made a party and is supposed to contest the case, the costs

if any of the actual expenses incurred by office towards counsel fee and other expenses incurred by office towards counsel fee and other expenses shall be borne by the Contractor in advance on demand. Further, the Contractor shall ensure that no financial or any other legal liability comes on the O/o DGSE, Punjab in this respect of any nature of whatsoever for the act done by the person of the Contractor/second party and shall keep the office indemnified in this respect.

- 7.6 The decision of the O/o DGSE, Punjab with regard to the determining of quality of work / services done by the Contractor shall be final and acceptable to the Contractor. The Contractor shall therefore rectify the defect so pointed out without any extra payment. The O/o DGSE, Punjab shall also reserve the rights to get the work / services (so rejected done) replaced at his own level at the risk and costs 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 the revocation of any or all parts of the Performance Guarantee.
- 7.7 The Contractor shall be responsible for fulfilling all of his obligations towards the persons deployed under laws namely Maternity Act Benefits, Shops and Establishment Act etc as applicable and amended from time to time. They shall pay salary to its staff as working under O/o DGSE up to 3rd day of any month and first party will reimburse the payment on the basis of salary receipt and attendance record.
- 7.8 The contract may be terminated on any of the following contingencies:-
- 7.8.1 A notice at any time during the tenure of contract, if services rendered by the Contractor are not found satisfactory and in conformity with the General norms and the standards prescribed for the service; or
- 7.8.2 For committing breach of any of the terms and conditions of the contract by the Contractor; or
- 7.8.3 On assigning the Contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person or sub letting whole or part of the Contract to any third person; or
- 7.8.4 On Contractor being declared insolvent by competent Court of law.

7.8.5 During the notice period of termination of the Contract in the situation contemplated above, the Contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons deployed by him on the termination of the Contract on any grounds whatsoever and ensure that no person create any disruption / hindrance / problems of any nature to the O/o DGSE, Punjab.

7.8.6 Non-payment of salary to employee by 5th of any month.

7.8.7 On recommendation of the house committee i.e. SSA/PICTES/Recruitment Board/PEDB/Edusat etc

8. Billing & Statutory Obligations

8.1 The Contractor will prepare monthly bill for the service rendered, which will be paid within 15 days preferably after deduction of tax, service or local charges (if any) by the O/o DGSE, Punjab and the payment will be made for the following month against the printed bill signed under the Rubber stamp raised by Contractor and first party will make the payment through NEFT/RTGS.

8.2 O/o DGSE, Punjab shall pay on monthly basis or as may be agreed upon from time to time for the services that may be rendered by the Contractor to O/o DGSE, Punjab to its fullest satisfaction. The monthly bills are invariably to be accompanied by:

8.2.1 Copy of attendance records maintained at the O/o DGSE, Punjab authorized Officer duly verified.

8.2.2 Wage bill/Salary register duly signed by each staff, mentioning name, Basic pay, ESI, EPF, PF-Account No., Total deduction and Net Pay.

8.2.3. The Contractor will submit the salary receipts for all the personnel to O/o DGSE, Punjab.

8.2.4. A Compliance certificate for discharging all statutory liabilities related to ESI, EPF & GST and under the provision of Labour Laws is also required to be furnished.

- 8.2.5. The contractor should submit a copy of ECR and copy of annual returns (Form 3A and 6A) furnished to EPF & ESI authorities containing individual details of PF & ESI contributions. The documents are to be certified / signed by authorized person of the Contractor. If it is found that the contractor has not discharged the statutory obligations, O/o DGSE, Punjab shall be at liberty to deduct such sums/dues from the bills and pay to the respective authorities.
- 8.2.6. The Contractor should submit a copy of challan as proof of deposit of PF, ESI and GST for the relevant month.
- 8.2.7. The Contractor shall ensure that all the employees get minimum wages and other benefits as are admissible under various labour laws. The Contractor shall provide full information, in respect of the wages etc paid to the employees so deployed in conformity with the provisions of the Contractor, Labour (Regulations and Abolition) Act 1970 and Rules 1971, to Director General School Education, Punjab.
- 8.2.8. The Contractor should have his/her own EPF No. allotted by the RPF Office. The Contractor will take necessary action at his level as per the Employees Provident Funds and Miscellaneous Provisions Act 1952 amended from time to time and will furnish the EPF No. and proof of deposit of the EPF contributions in respect of all the employees directly or indirectly engaged by him relating to services to be provided, to the O/o DGSE, Punjab. Further, in case of any default or liability, which may arise to the O/o DGSE, Punjab, on this account, O/o DGSE, Punjab will be at liberty to deduct such amounts from the Contractor payments or from Performance Guarantee or any dues.
- 8.2.9. Any obligation and formalities which are required to be fulfilled under the contract labour (Regulation & Abolition Act 1970) as amended from time to time or any other Act for the purposes of entering into and execution of this Contract shall be carried out by the Contractor at his own expenses etc. and the Contractor shall report the compliance thereof to the O/o Director General School Education, Punjab. The Contractor shall be solely liable for any violation of provisions of the said Act or any other Act.

8.3 O/o DGSE, Punjab shall pay applicable minimum wages prescribed & revised from time to time and the statutory payments of PF & ESI at the prescribed rates. The selected contractor shall raise the bill at the minimum wages applicable for the billing period, supported by the relevant Govt. notification and proof of disbursement. TDS as applicable shall be deducted from the bills of the agency.

8.4 The Contractor shall not increase any amount on any ground except in case of increase in minimum wages fixed by the office of concerned Deputy Commissioner, whatsoever during the period of this contract.

9. Other Conditions of Contract

9.1 The applicant must not have been at any time declared as insolvent or black-listed or convicted for any offence by any Authority or have any pending disputes / litigation against him. O/o DGSE, Punjab reserves the right to verify the credentials of the bidder.

9.2 The successful bidder will be required to furnish a Performance Guarantee @ 10% of total estimated annual cost of work in the shape of Demand Draft/Bank Guarantee/FDR with in 7 days from signing of Agreement. The said Performance Guarantee shall be refunded after the completion / termination of the contract.

9.3 The Manpower staff deployed should be in proper and neat uniform, right from the day one of their operations and submit Police verification reports in respect of the staff deployed at the time of initial deployment at O/o DGSE, Punjab and from time to time.

9.4 The Contractor and all his employees shall at all times during the continuance of the contract, obey and observe all the directions and instructions which may be given by the designated officer of O/o DGSE, Punjab concerning any aspect of Manpower services. All the staff deployed shall be employees of the contractor. O/o DGSE, Punjab shall not have any direct relation to the staff deployed other than performance of manpower services and they shall not have any claim on regularization of their services.

- 9.6 The Contractor shall deploy the required personnel to provide the said service and immediately communicate the names, residential address, age etc of the persons as and when deployed or changed from time to time. The DGSE, Punjab or any other person so authorized by him for the purposes shall be at liberty to carry out any surprise check on the work of the persons so deployed by the Contractor in order to ensure that the required numbers of persons are deployed and that they are doing their duties properly. The Contractor carry out the directions/instructions given to him by the O/o DGSE, Punjab or any Officer authorized to do so by time to time.
- 9.7 If there is any increase/decrease in the statutory payments/deductions by the Government during the currency of this contract then the First Party will accept proportionate increase/decrease of the same per man per month costs. This includes increase/decrease in D.C. Rates, other Statutory Liabilities (like ESI, PF, Gratuity, Bonus and GST and other taxes levied by the State and Central Government.
- 9.8 The first party will ensure that one weekly off, national holidays/other holidays and leave are given to the second personnel as mutually agreed with the first party. That during the period of the agreement remains in force the second party shall be responsible for any physical, economical, mental or otherwise loss, suffered by all or any of the personal employee by second party. The first party shall not be liable to pay any damage or compensation whatsoever to the employee of second party or to second party, for any death, injury or accident caused during the performance of duties envisaged under the agreement.
- 9.9 In case, any of the persons so deployed by the contractor, if his work and conduct is not satisfactory or perform his duties negligently or indulges in any unlawful activity and riots, the contractor shall take suitable action against such employees on the report of O/o DGSE, Punjab. In case of any complaint / defect pointed out by the competent authorities the contractor shall immediately replace the particular person so deployed without further arguments.
- 9.10 The O/o DGSE, Punjab (First Party) shall have further right to adjust or readjust or deduct any of the amount aforesaid from the payment to be made to the Contractor under this Contract or out of the security deposits of the Contractor.