

Annexure-B

To

The State Transport Commissioner, Punjab
SCO.No.-177-178, Sector-1 7C, Chandigarh.

Subject: Tender for outsourcing of Clerk & Data Entry Operators.

Ref: Tender Dated _____

Sir, We hereby furnish the required details as under:-

1.	Name and Address of the Tenderer	
(a)	Name of the firm/organization Office address. Telephone and Fax Number	
(b)	Name of the Authorized Signatory Phone /Mobile No.	
(c)	Name of the Contact person Phone/Mobile phone No.	
2.	EMD Rs 50,000/-	
(a)	Name of the Bank: DD.NO. & DATE	
3.	PRE-QUALIFICATION INFORMATION,	
(i)	Registration/License No. issued by a Government Labour Department (attach photocopy).	
(ii)	EPF/ESI Code No. (attach photocopy)	
(iii)	PAN NO. (attach photocopy) TAN No . (attach photocopy) .	
(iv)	Experience along with detail, if any	
(vi)	Contract (Regulation & Abolition) Act 1973 Licen.3e No. (attach Photocopy)	
4	Average Turn Over during the past three years	
5	Any OTHER DETAILS.	
6	LIST OF CLIENTS	
	The following organizations are our Customers to whom we have provided Technical Workers.	
7	Name of the organizations with Address	
	DOCUMENTS ATTACHED FOR PRE-QUALIFICATION .	
	We have attached the following documents in for pre-qualification (Fill 'Yes or No')	
(a)	Experience Certificate	
(b)	Copy of Permanent Account No.	
(c)	Proof of Address	
(d)	Photocopy of Registration/License	
(e)	Format of Deed of Agreement (Annexure'A') duly signed	
(f)	Copy of balance sheet for the year 2012-13 to 2014-15	
(g)	Copy of EPF/ESI Code No. showing it to be	

	three years old	
(h)	Copy of EPF report showing supply of at least 500 workers	
(i)	Satisfactory performance report from at least two clients.	
(j)	Any other document in favour of pre qualification	
(k)	License under the Labour Contract (Regulation & Abolition) Act 1973 to provide manpower (proof to be submitted)	
9.	The Tender Documents and attested copies of supporting Documents are hereby enclosed. (Please complete all columns. incomplete forms are liable to be rejected.	
	Signature of Tenderer with Seal 1	

Annexure-C

To

The State Transport Commissioner, Punjab
SCO.No.-177-178, Sector-1 7C, Chandigarh.

Subject: Tender for outsourcing of Clerk & Data Entry Operator.

Sir,

We hereby quote the following rates of service charges for providing Clerk and Data Entry Operator for the Transport Department, on Outsourced basis.

Sr. No.	Name of Post	Rs (in Figures)	Rs (in Words)
1.	Rate to be charged from Transport Department per month per Clerk		
2.	Rate to be charged from Transport Department per month per Data Entry Operator		

Note — Service tax shall be paid by Transport Department, Punjab to the service provider (L I) along with other payments like salary (Including EPF wherever admissible and ESI) and service charges .

Signatures
(Name and Address with seal)

DEED OF AGREEMENT

Annexure- A

This deed of agreement is arrived at between the State Transport Commissioner, Punjab (hereinafter called the First Party) and (hereinafter called the Second Party) for providing personnel by the Second Party to the First Party to man One of Clerk and Two Data Entry Operators in Punjab State Road Safety Council on the following terms and conditions.

Terms & Conditions

1. Period of Hiring

The personnel for the above posts shall be provided for a period of one year w.e.f _____ 2016 to _____ 2017 by the Second Party in the first instance and the period can be extended further with the mutual consent of the parties for another three year. However, the First Party reserves the right to send back any person at any time without any reason without giving any prior notice and the Second Party will have to provide suitable replacement immediately.

2. Remuneration

The First Party shall pay minimum wages of Clerk and Data Entry Operators as notified by the labour department from time to time, as well as EPF/ESI /Service Tax liabilities every month to the service provider to pay the same to the concerned Clerk and Data Entry Operator and deposit the statutory liabilities to the concerned Govt. Department. The First Party shall only be liable to pay the above said consolidated amount to the Second Party and nothing over & above it. The personnel deployed by the Second Party shall not have any claim qua any payment in any way or manner from the First Party. However, rate of payment will be considered for review on revision of minimum wages notified by the Labour Department Punjab/Government from time to time.

3. Bonus

The First Party shall not be liable to pay any bonus to any of the personnel provided by the Second Party.

4. Pension, Gratuity and Other Benefits

The First Party shall not be liable to pay any amount towards pension, gratuity or any other benefits due as per law to the personnel manning the above said posts except and over & above the minimum wages notified by the Labour Department/Government.

5. Deduction / Contribution

The First Party shall not be at all liable to make any statutory deductions / contribution such as, EPF, ESI, or any such contribution/ deduction under any Act or Labour Law governing such contribution or deductions from the individual and the making of such deductions/ contributions and payment thereof to the proper authority shall be the sole responsibility of the Second Party. The service provider shall provide every month to first party electronic challan-cum receipt (ECR)/copy of bill & receipt from service tax Department in token of having

deposited statutory liabilities with the respective departments failing which penalty of Rs. 5,000/- shall be imposed for every such lapse. In addition to above Transport Department will pay service charges.

6. Place of Posting

The personnel so provided by the Second Party to the First Party can be posted anywhere under the administrative control of the First Party.

7. Weekly Rest

The manpower provided by the Second Party to the First Party shall be entitled to weekly rest to be fixed by the First Party as per the administrative requirements of the Transport Department.

8. Enforcement of Labour/Other Laws.

The responsibility for enforcing labour/ other statutory laws applicable on manpower provided by the Second Party shall rest with the Second Party and First Party shall not be liable for statutory violation if any. In case of any violation of any provision of any law of the land or non-observance of statutory requirement on the part of Second Party or any personnel deployed by the Second Party, the First Party shall have the right to cancel the contract of the Second Party and shall have the right to forfeit the security deposit besides effecting the recovery of the loss caused to the Transport Department without any notice.

9. Loss

a) In the event of loss to the property of the first party like damage/loss. On account of negligence on the part of Clerk and Data Entry Operator of the second party, it shall be liable for making good such a loss up to a limit of Rs. 50000 for loss of property. A summary enquiry will be held by an officer deputed by the First party with or without one representative of the second party for calculating the loss and for fixation of responsibility for loss. The summary enquiry shall be completed preferably in 30 days. The findings of the enquiry officer appointed by the first party shall be binding on both the parties.

b) If any Clerk and Data Entry Operator is blacklisted and company again refers its name to Transport Department then action shall be taken against the company and company will be blacklisted.

c) Service provider shall have to get the antecedents of Clerk and Data Entry Operator verified from the police before providing them to the Transport Department.

d) If any Clerk and Data Entry Operators remains absent for more than three days, he shall be discontinued & will be returned to the company.

i) The Bank Guarantee of Rs. Two Lacs for Clerk and Data Entry Operator to be furnished by the successful bidder at the time of signing of agreement as security deposit.

10 Termination

The Second Party shall ensure observance of strict discipline in the performance of the duties by the personnel provided by the Second Party and ensure compliance of all instructions issued by the First Party from time to time and terms & conditions of the agreement. In case of the non-observance of the discipline or non compliance of the instructions issued from time to time or not following, the First Party shall have the right to cancel the contract and shall have right to forfeit the Bank guarantee (security deposit) besides effecting the recovery of the loss caused to the Transport Department without any notice.

11. Compensation

In case of death of person manning the above said post or any bodily injury during the discharge of his duties in the Transport Department, the First Party shall not be responsible / liable for any compensation whatsoever, under the Workmen Compensation Act or any other such liability under any other Act. The same shall be the sole responsibility of the Second Party providing the manpower.

12. Qualifications / Age & Experience.

The qualifications/age & experience for the above said posts is prescribed as under:

Sr. No.	Name of the post	Qualification	Age (Years)
1	Clerk		18 to 37
2	Data Entry Operator		18 to 37

13 Penalty shall be imposed @ Rs. 300/- per day per Clerk and Data Entry Operators in case the service provider fails to provide requisite manpower as per the requirement of the Punjab State Road Safety Council or absenteeism by manpower on any account except for leave days of outsourced Clerk and Data Entry Operators. But for leave period "No work No Pay" formula shall be applied. Apart from it if they get leave on medical ground with requisite certificate after coming on duty, even then the penalty will not be imposed. The service provider shall not be penalized for reasons beyond its control, due to bandhs, floods.

14 Bank Guarantee (security deposit)

Bank guarantee to the tune of Rs. Two Lacs for Clerk and Data Entry Operator shall have to be furnished by the successful bidder (L-1) at the time of signing of agreement. Bank guarantee will be forfeited in part or in full in case of deficiency in providing service or any other loss caused to Transport Department or any default in terms and conditions of agreement. In case Bank guarantee is forfeited in part, it will be recouped back by second party to its original amount within seven days.

15 In case the Second Party is found to be not complying with any of the above terms and conditions of the agreement the contract shall be terminated by the First Party without serving notice upon the Second Party.

16 The Second Party will keep / maintain the regular accounts of the amount of wages paid to the individuals, the deductions made under various heads and contributions deposited with the concerned Govt. Department by the Second Party regularly. The accounts would be submitted to the First Party every month which would be audited by CV the Auditor appointed by the First Party at the cost of Second Party.

17 The remuneration of each of the outsourced employee shall be paid on the appointed date by the Second Party preferably through Bank.

18 The Second Party shall be bound to supply the salary/EPF slip to any outsourced employee on demand from such employee and the First Party would not be liable to issue any such salary slip.

19 The Second Party shall furnish the Bill of remuneration of all the employees engaged in the Transport Department depicting the gross/ net remuneration of each of outsourced employee including the deductions made from them by 15th of each month to the concerned office with a copy to Head Office.

20 In case the conduct of a contractor service provider (2nd party) is not found to be satisfactory or the contractor / service provider refuses to carry on the work of providing the manpower through outsourcing, the First Party shall have the right to transfer the manpower supplied by the Second Party to some Other contractor/ service provider.

21 In case of any dispute or difference arising out of implementation or interpretation of any clause of the agreement, it will be endeavored to be settled by mutual negotiations failing which the matter shall be referred to the sole arbitrator i.e. Secretary to Government of Punjab Transport Department whose decision shall be final and binding on both the parties.

22 The second party shall submit every month the detail of salary paid to the workers along with EPF, ESI and Service Tax paid to the concerned department to the first party while furnishing salary bill of previous month, failing which the payment will not be made to the second party.

In witness whereof the parties have executed this Deed on the day of

Parties

Witnesses

1.

1.

2.

2.

**OFFICE OF THE STATE TRANSPORT COMMISSIONER,PUNJAB
SCO.NO.177-178,SECTOR-17 C,CHANDIGARH.**

**TENDER FORM FOR OUTSOURCING OF ONE CLERK & TWO DATA
ENTRY OPERATOR**

STANDARD TERMS & CONDITIONS

1. SUBMISSION OF TENDER DOCUMENT

1) Tenders are invited from organization registered with labour department of Union /U.T/State Government to provide One Clerk & Two Data Entry Operator for Punjab State Road Safety Council under the office of State Transport Commissioner, Punjab, Chandigarh.

The successful bidder is to provide One Clerk & Two Data Entry Operator on outsource basis with in one month from the date of agreement.

(2) ELIGIBILITY CRITERIA:

- (i) The firm/organization should have provided sufficient manpower to the reputed organizations/ Government Department during the last three years.
- (ii) Tenderer must possess independent EPF, ESI code numbers and registrations must be three years old (proof to be submitted):
- (iii) The tenderer must possess a licence under the Labour Contract (Regulation & Abolition) Act 1973 to provide manpower. (Proof to be submitted).
- (iv) The tenderer must have PAN and TAN numbers for the last three years.
- (v) Complete name, address and contact number of the authorized representative of the service provider with his postal and Email address should be attached with the tender.
- (vi) The tender should be signed by the authorized signatory of the service provider.
- (vii) The tenderer must provide a certificate of satisfactory performance from at least two customers to whom services have been provided during the last three consecutive years. In case of any unsatisfactory service during the aforesaid period, the tender in that case shall be rejected out-rightly.
- (viii) Conditional tenders will be rejected.

3. RATES

1) Transport Department pay minimum fixed pay of 15,000/- per month consolidated for Clerk & Rs. 12,000/- per month consolidated for Data Entry Operator from time to time, also the employer's share of EPF and ESI besides Service Tax as applicable from time to time to the service provider who shall pass on to the concerned employees his admissible salary strictly through their bank accounts and the statutory liabilities shall be paid by him to the concerned authorities immediately.

11) The service provider is to quote Service Charges for providing Clerk and Data Entry Operator per month to Transport Department.

4) OTHER CONDITIONS

a) The Transport Department shall make payments as mentioned in Clause-3 (1) to the Service Provider who shall disburse salary to the concerned Clerk and Data Entry Operator and deposit statutory liabilities with the respective Authorities immediately. The service provider will ensure deduction of EPF (employee's share) from the wages to be disbursed to the aforesaid staff. Statutory liabilities include service tax, deductions of employee share of EPF/ESI and contribution of EPF/ESI share of employer and their deposition with the respective authorities shall be the responsibility of service provider. The service provider shall provide every month to first party electronic challan-cum-receipt (ECR) copy of bill & receipt from service tax Department in token of having deposited statutory liabilities with the respective departments failing which penalty of Rs. 5,000/- shall be imposed for every such lapse. In addition of above Transport Department will pay service charges.

b) No work No pay formula shall be applicable.

c) In the event of loss to the property of the first party like damage/loss of any kind on account of negligence on the part of Clerk and Data Entry Operator of the second party, it shall be liable for making good such a loss upto a limit of Rs. 50000/-. A summary enquiry will be held by an officer deputed by the First party with or without one representative of the second party for calculating the loss and for fixation of responsibility for loss. The Summary enquiry shall be completed preferably in 30 day. The findings of the enquiry officer appointed by the first party shall be binding on both the parties.

d) Service provider shall have to get the antecedents of Clerk and Data Entry Operator verified from the police before providing them to the Transport Department.

e) If any Clerk and Data Entry Operator is blacklisted and company again refers its name to the Transport Department then action shall be taken against the company and company will be blacklisted.

f) If any Clerk and Data Entry Operator remains absent for more than three days, he shall be discontinued & will be returned to the company.

g) The Bank Guarantee of Rs. 2 lacs for Clerk and Data Entry Operator to be furnished by the successful bidder at the time of signing of agreement.

5) **Clerk**

i) BCA/ B.Sc. (CS or IT) or B-Tech (IT or CS) with 55% marks, having working experience of at least two years at a reputed institution or private organization.

ii) Age as on date of entry into service should be between 18 to 37 years. However, for ex-serviceman and SC/BC candidates, the age limit shall be as per Govt. instructions.

v) He should be bonafide resident of Punjab.

vi) He must have Punjabi passed in matriculation or equivalent or above qualification.

Data Entry Operators

i) 10+2 with 60% marks and 3 years Diploma in Modern Office Practice with 1st Division from Diploma level institute duly recognized by the State Board of Technical Education. Typing speed in English 30 w.p.m.

ii) Age as on date of entry into service should be between 18 to 37 years. However, for ex-serviceman and SC/BC candidates, the age limit shall be as per Govt. instructions.

iii) He should be bonafide resident of Punjab.

vi) He must have Punjabi passed in matriculation or equivalent or above qualification.

6) **RECEIPT AND OPENING OF BIDS:**

The last date for receipt of Tenders/bids will be 11.07.2016 up to 12:00 Noon. Bids will be opened on same day at 3:00 PM at the address mentioned above in the presence of the bidders who wish to be present. The date of opening of financial bids will be intimated after opening of the technical bids to the bidders separately.

In case bid-opening day is a holiday, the bids will be opened on the next working day.

7)

E.M.D

The EMD Rs. 50,000/- (Refundable) shall be submitted along with Tender. Without EMD tenders will not be accepted.

The EMD does not carry any interest.

The EMD will be forfeited in the following cases:-

- i. If the Tenderer withdraws the Quotation or make any modification in the Rates.
- ii. Non observance of terms and conditions or refusal to execute Agreement before the issue of work order.
- iii. Bank Guarantee of Rs. 2 lacs shall have to be deposited at the time of signing of agreement. EMD will be forfeited in case of failure to submit Bank Guarantee.

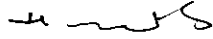
FORMATS.

Annexure- A prescribed n format for agreement for Clerk and Data Entry Operator.

Annexure-B Prescribed format of Application.

Annexure-C Financial Offer.

Terms and conditions as stipulated in the format of Agreement as per Annexure 'A' will be applicable and the tendering firm will give a signed copy of draft agreement as proof of accepting these terms and conditions. Transport Department reserve the right to increase or decrease the requirement of Clerk and Data Entry Operator or may reject all or any tender without assigning any reason


State Transport Commissioner
Punjab, Chandigarh.