

CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT,

TENDER DOCUMENT SR. NO.DEO/UT/E-4/2011/39734 DATED 04.10.2011

'E' - TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GENERAL DUTY & SANITATION STAFF" IN GOVT. SCHOOLS OF U.T., , CHANDIGARH.

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 is 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 shall be quoted by the contractor through E-tendering as per BOQ pattern.
7. A copy of undertaking regarding compliance of statutory obligations is at **Annexure-'G'**.
8. An affidavit regarding Non-Black Listing/Non-Prosecution is at **Annexure-'H'**.
9. The Service Provider, being the Employer in relation to persons 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 fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Act, 1970** and rules framed thereunder from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, the Service Provider shall also make the payment timely of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees.
10. E-tenders in prescribed form are hereby invited by O/o District Education Officer, Chandigarh Administration from reputed, experienced and financially sound manpower companies/Firms/Agencies for providing Manpower in Govt. Schools of U.T., Chandigarh as per Scope of Work given at Annexure at 'C'.
- 11.** Downloading and submission of Tenders will be done by e-tendering process through the website of Chandigarh Administration <http://Chandigarh.gov.in>, **or** <http://etenders.chd.nic.in/nicgep> . However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from Education Department, website <http://chdeducation.gov.in>. Earnest Money Deposit shall

be submitted in favour of the District Education Officer, Chandigarh Administration, in the form of Fixed Deposit Receipt or Deposit-at-call or Term Deposit Receipt from any of the commercial banks in an acceptable form, payable at Chandigarh, which should be valid for a period of one year. Scanned copy of E.M.D. duly attested and countersigned by the Companies/Firms/Agencies shall be uploaded with the Tenders between **5.10.2011 to 27.10.2011 by 01:00 p.m.**

12. The hard copies of tender should submit his tender in two parts i.e. **(i) Bid Guarantee (Earnest Money) (ii) Technical Bid**. Each part should be submitted in a separate sealed cover as under:-
 - (i) Bid Guarantee (Earnest Money) should also be placed in a separate sealed cover duly superscribed "**BID GUARANTEE FOR AWARD OF CONTRACT FOR PROVIDING "GENERAL DUTY & SANITATION STAFF "**"
 - (ii) Technical Bid (in duplicate) should be placed in a separate cover duly superscribed "**TECHNICAL BID FOR AWARD OF CONTRACT FOR PROVIDING "GENERAL DUTY & SANITATION STAFF "**".
 - (iii) The above two envelopes should be placed in a Big envelope, which shall form the **Main Cover**. This main cover must be superscribed "**TENDER FOR AWARD OF CONTRACT FOR PROVIDING "GENERAL DUTY & SANITATION STAFF "**" i.e. **within four days from the last date of submission of Online e-Tender between 23.10.2011 to 27.10.2011 AT 12:30 P.M.** and should be addressed to the District Education Officer, Chandigarh Administration. Failure to furnish the said original documents will entail rejection of Bid.
 - (iv) Each page of the tender document and **Annexures 'A' to 'H'** 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. Any infringement of these conditions, the tender shall be rejected.
 - (v) The firms are directed to submit reasonable and justified rates of their Administrative Charges after taking into consideration the applicable rate of deduction of TDS and other statutory deductions payable at source etc. Any unreasonable or unjustified and offer of zero percent Administrative charges shall out rightly be rejected without assigning any reason
 - (vi) The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative Charges in percentage in the Price Bid after taking into consideration the statutory provisions, provided fulfills all other terms and conditions of the tender document.
13. Any Tender submitted through e-tender process but without physical submission of document mentioned above and without the acknowledgement of the DEO Office will be treated as invalid and shall be rejected without opening. There will not be any liability on Education Department on this account.
- 14.** The e-tenders will be opened in the presence of the Tenderers or their authorized representatives at **03:00 p.m.** on the last date of submission of e-tender forms i.e. **27.10.2011**
15. Tenderer should have a minimum of 5 years experience providing such services to the Government Departments/schools with a minimum contract value of Rs. 50.00 lacs per annum. The performance certificates issued by the competent authority duly indicating the value of such contract be attached. Proof should be attached with the Technical Bid.
16. The tenderer firms have the minimum average Annual Turnover of Rs. 50 lacs P.A. from such services during the last five years. Copies of the audited balance sheet of 5 years be attached with the Technical Bid.

17. 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.
18. The tender must be accompanied with **Earnest Money Deposit (EMD)** amounting to **Rs. 5,00,000/- (Rupees Five Lakhs Only)** drawn in the name of the District Education Officer, Chandigarh Administration, in the form of Fixed Deposit Receipt or Deposit-at-call or Term Deposit Receipt from any of the commercial banks in an acceptable form, payable at Chandigarh, which should be valid for a period of one year.
19. The tender must be accompanied with a latest **Solvency certificate** for an amount not less than **Rs. 15,00,000/- (Rupees. FifteenLakhs Only)**, issued by any of the Commercial Banks in an acceptable form, within the last 06 months on the closing date of tender.
20. The Tender without Earnest Money or short of it or not in the form specified above i.e. Fixed Deposit Receipt or Deposit-at-call or Term Deposit Receipt, shall not be entertained and rejected straightway.
21. EARNEST MONEY /SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Education Department, Chandigarh Administration in connection with any other tender/case shall not be considered against this tender.
22. Any conditional, telegraphic tenders, fax tenders, tenders 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 outrightly.
23. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
24. The tenderer shall quote offer/rates i.e. Administrative Charges in percentage both in figures and words, which shall remain valid for the whole period of contract for 3 (Three) years on the basis of wages fixed for each category of the posts mentioned in the Annexure of scope of work, 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.
 - (a) To pay the wages/salaries under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 and rules framed thereunder, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder etc. etc.
 - (b) To comply with the provisions of the Income Tax Act, 1961, Service Tax etc., as applicable or as amended from time to time. Any other expenses to be incurred in compliance with the provisions of the Service Agreement such as Uniform, Identity Card, Name Plates etc. etc.
 - (c) Administrative Charges (Profit) of the Tenderer or any other liabilities, which are required to be discharged by him for the full execution of Service Agreement.

25. The tenderer may inspect the Areas/Location, where the services are to be provided for assessing the work involved on any working day during office hours.
26. The schedule for submitting tenders through e-tendering will be as under :-

Milestone dates of Electronic Tendering		
I	Downloading of e-tender documents	Start date: 5.10.2011 at 10.00 a.m. End Date: 27.10.2011 at 1.00 p.m.
II	Clarification, if any,	Start date: 5.10.2011 at 10.00 a.m. End Date: 25.10.2011 at 1.00 p.m.
III	Date of submission of e-TENDER	Start date: 5.10.2011 at 10.00 a.m. End Date: 27.10.2011 at 1.00 p.m.
IV	Physical submission of EMD, Eligibility Documents and other necessary documents	Start Date: 5.10.2011 at 3.00 p.m. End Date: 27.10.2011 at 1.00 p.m.
V	Opening of Technical Bid (Online)	28.10.2011 at 11.00 a.m.
VI	Opening of Price Bid	To be intimated to all eligible Bidders separately

27. The Tender shall be opened on **27.10.2011 at 03:00 p.m.** in the Office room of District Education Officer, Chandigarh Administration, Additional Deluxe Building, 3rd floor, Sec.9, Chandigarh. In the event of the date of receipt or opening of tender being or being declared a holiday for the Education Department the last date of receipt/opening of the tender shall be the next working day at the same time and venue.
28. The tendering Companies/Firms/Agencies are required to upload self attested photocopies of the following documents alongwith the Technical Bid, failing which their bids may be summarily/out-rightly rejected and will not be considered any further :-
- Copy of Registration Certificate for providing manpower
 - Copy of PAN/GIR Card
 - Copy of the latest IT return filed by agency
 - Copy of Service Tax registration Certificate
 - Copy of P.F. registration letter/certificate
 - copy of the E.S.I. registration letter/certificate
 - Certified documents from a Chartered Accountant who have originally prepared the balance sheet in support of financial turnover from providing Manpower;
 - Bank solvency certificate for 15 lacs issued by any Scheduled Bank
 - And other attested copies as required in Technical Bid performa.
29. The Technical Bids received through e-tender shall be opened by the Tender Opening Committee on the scheduled date and time **28.10.2011 at 11.00 a.m.)** in the O/o District Education Officer, Chandigarh Administration, Additional Deluxe Building, 3rd Floor, Sec.9, Chandigarh) in the presence of the representatives of the Companies/Firms/Agencies/ if any, who wish to be present on the spot at that time.
30. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening 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.

31. After evaluation of applicants, a list of shortlisted tenderers who are technically qualified will be prepared. Thereafter, the financial bids of only those shortlisted tenderers shall be opened at the notified time, date and place in the presence of the qualified bidders or their representative. The validity of the tenders shall be reckoned from the date of opening of the price bids.
32. Only Registered firms who have valid DSE are eligible to furnish tender offer and the tenderer should attach an attested copy of the Partnership deed duly registered with the Registrar of Firms.
33. Subletting of contract shall not be allowed under any circumstances.
34. The tenderers must furnish the latest valid Income Tax Clearance Certificate/PAN/TAN No., Service Tax Number issued by the competent authority alongwith Technical Bid.
35. The tenderer should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 framed thereunder and should furnish a self attested copy of the valid Labour Licence issued by the Chandigarh Administration alongwith self attested photocopies of paid challans in support of having the deposited contribution of EPF/ESI/EDLI/Service Tax with the concerned local authorities alongwith the Technical Bid.
36. The tenderer should furnish an experience certificate of atleast 01(one) year from an Institution(s)/ Organization(s), where he has supplied the manpower during the last 5 years preceeding to due date of receipt of tender, alongwith the list of such Institution(s)/Organization(s) and also attach certificate of its satisfactory working/performance from the Institution(s)/Organization(s) mentioned in the list.
37. In case of violation of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited in full by the Education Department, Chandigarh Administration.
38. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the 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.
39. The contract shall be awarded initially for a period of one year, which is further extendable annually upto a maximum period of 3 years (including the initial period of one year) on the same 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 the approval of the competent authority.
40. All dispute concerning in any way are subject to Chandigarh Jurisdiction only.
41. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions of the tender.

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Additional Information to Bidder Regarding 'e'-tendering Process

1. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicqep> On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case in case, it has been submitted in the physical form it shall be rejected summarily.
3. Bids will be opened online as per time schedule mentioned above.
4. Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
5. Education Department will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template read under 'Cover Details'.
7. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instructions in respect of the cost of Bid document, EMD and Hard copies of all the Eligibility Documents as uploaded by the Bidders should be submitted only to the designated Authority and within the stipulated time period.
8. The details of cost of Bid Document, EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
9. The conditional bids shall not be considered and may be outrightly rejected in very first instance.

ANNEXURE-‘A’

CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT
PRESS NOTICE

“e’ TENDER NOTICE FOR AWARD OF CONTRACT FOR OUTSOURCING OF “GENERAL DUTY & SANITATION STAFF” IN GOVT. SCHOOLS OF U.T., , CHANDIGARH.

The e-tenders in prescribed form are invited in the office of undersigned Additional Deluxe Building, 3rd floor, Sec.9, Chandigarh , for outsourcing of following manpower services contract(s) through ‘e’ tendering process : -

Sr. No.	Name of work/ contract	Earnest Money Rupees (in lakhs.)
1.	Providing Manpower for General Duty & Sanitation Staff i.e. Peons, Malis, Security Guards, Sweepers, etc. in Govt. Schools of U.T., Chandigarh	Rs.5,00,000/-
Milestone dates of Electronic Tendering		
I	Downloading of e-tender documents	Start date: 5.10.2011 at 10.00 a.m. End Date: 27.10.2011 at 1.00 p.m.
II	Clarification, if any,	Start date: 5.10.2011 at 10.00 a.m. End Date: 25.10.2011 at 1.00 p.m.
III	Date of submission of e-TENDER	Start date: 5.10.2011 at 10.00 a.m. End Date: 27.10.2011 at 1.00 p.m.
IV	Physical submission of EMD, Eligibility Documents and other necessary documents	Start Date: 5.10.2011 at 3.00 p.m. End Date: 27.10.2011 at 1.00 p.m.
V	Opening of Technical Bid (Online)	28.10.2011 at 11.00 a.m.
VI	Opening of Price Bid	To be intimated to all eligible Bidders separately

- The Bid Document can be downloaded from the Chandigarh Administration Website <http://Chandigarh.gov.in> or <http://etenders.chd.nic.in/nicgep>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from Education Department, website <http://chdeducation.gov.in>
- All other terms and conditions, instructions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the detailed Notice inviting Tender (NIT) available/downloadable on the above noted web sites of Education Department, Chandigarh Administration.

District Education Officer,
Chandigarh Administration

No.DEO/UT/E-4/2011/

dated

CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT

SERVICE AGREEMENT

THIS AGREEMENT is made on this.....day of2010 between the Administrator of Union Territory, Chandigarh acting through Principal, Govt. Model Sr. Sec./ Sr. Sec. School, Sector _____, Chandigarh on behalf of DEO (hereinafter referred to as the "school/First Party") of the first part and M/s.....a Company registered under the Companies Act, 1956 a Partnership Firm constituted....., having its place of business or registered office at _____ acting through _____ its Managing Director/Partner (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be on the second part.

WHEREAS the Service Provider is engaged in the business of **providing "General Duty & sanitation Staff on contract basis."**

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services in the school under this Agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the Principal, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents, warrants and confirms that the Service Provider:-

- 1.1 has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the school/Education Department;
- 1.3 shall on the execution of this Agreement and providing services to the school, not violate, breach and contravene any conditions of any agreement entered with any third parties.
- 1.4 has complied with and obtained necessary permissions/licences/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this Agreement.

2. **OBLIGATIONS OF THE SERVICE PROVIDER**

- a) The Service Provider shall operate and provide services to school/Education Department as per its requirements elaborated in the **Scope of Work** at Annexure 'C'.
- b) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Education Department from time to time.
- c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- d) If the Principal notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(s) under intimation to the DEO, U.T., Chandigarh.
- e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Principal or itself can take action in accordance with law.
- f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement.

3. **Assignment of Agreement : -**

This Agreement is executed on the basis of the current management structure of the Service Provider. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith. The successful tenderer shall be required to execute this Agreement on stamp paper of appropriate value to be got registered with the Sub-Registrar, UT, Chandigarh at his own cost.

4. **TERMS**

- a) This Agreement shall be effective initially for a period of 01 (one) year with effect from.....to....., which is further extendable annually upto a maximum period of 3 (three) years (including the initial one year) on the same rates, terms and conditions accepted by the Service Provider subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement. This will, however, be further subject to the approval of the competent authority. The contract shall stand automatically cancelled if the competent authority declines to grant such approval.
- b) The offer/rates i.e. Administrative Charges in percentage shall remain valid for the whole period of contract for 3 years on the basis of wages as fixed by the Assistant Labour Commissioner, Deputy Commissioner , UT., Chandigarh from time to time for each category of the posts mentioned in the Annexure of scope of work and no enhancement in the Administrative Charges in percentage under any circumstances shall be allowed.

5. **Security Deposit: -**

The Service Provider shall be required to deposit 5% Security Deposit of the Annual value of contract in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the Commercial Banks in an acceptable form drawn in the name of the Principal, Government Model Sr. Sec./Sr. Sec. School, Sec._____, Chandigarh, payable at Chandigarh, which shall remain valid for 3 years i.e. covering the total period of contract including 2 years upto which this Service Contract may be extended.

6. **Bank Guarantee**

The Service Provider shall be required to furnish 5% Bank Guarantee of the Annual Value of Contract issued by any the Commercial Banks, in an acceptable form duly pledged in favour of the Principal, Government Model Sr. Sec./ Sr. Sec. School, Sec._____, , Chandigarh, payable at Chandigarh, at his own cost so as to underwrite against any claim arising out, at any time, in connection with the faithful performance of this Agreement. This Bank Guarantee shall remain valid for 3 years i.e. covering the total period of Service Contract including 2 years upto which this Service Contract may be extended.

7. **Forfeiture of Security Deposit: -**

The Principal/Education Department shall have absolute rights and powers for forfeiture of said Security Deposit/Bank Guarantee, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this count shall be entertained.

8. **Commencement of Services/Activities: -**

The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of issue of letter of Intent for non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the contract. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Service Contract and the letter of Intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

9. **Recruitment/Removal of personnel by the Service Provider: -**

Recruitment/removal of Manpower for "_____" (i.e. no. of persons to be deployed as per their eligibility conditions) mentioned in the Scope of Work at **Annexure-'C'** to be deployed at school during the currency period of this Agreement shall be made on the recommendations of the Committee(s) to be constituted for the purpose by the Education Department. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their Name, age, parentage, address both residential and permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in school as well as any subsequent changes, if any, of his employees. The manpower mentioned in the scope of work may be increased or decreased by the competent authority as per requirement.

10. Formulation of mechanism and monthly duty/assignment chart:

On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in the School for the approval of the Officer-in-charge of the said services. He shall visit the school in order to interact with Principal for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Officer-in-charge. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Director Public Instruction/District Education Officer/Principal or any other officer authorised to do so by the Education Department in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

11. Determination of quality of Services/Activities: -

The decision of the Principal/Education Department with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. The Principal/Education Department shall also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any or all parts of the Security Deposit/Bank Guarantee, as he may think proper.

12. Supervisory Control:-

The persons so deployed shall be under the over all control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the school.

13. Surprise Check: -

The Director Public Instruction (S)/District Education Officer or any other officer(s) so authorised by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.

14. Relationship of Persons deployed by Service Provider with Education Department :-

The persons so deployed by the Service Provider for the execution of this Agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the Education Department, either implicitly or explicitly.

15. Medical Examination and Verification of Character and Antecedents:-

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and the Service provider will submit certificate in this regard.

16. Terms of payment/submission and verification of bills

- a) The contractor shall ensure that all the employees get wages at the rate of minimum wages as fixed by the Assistant Labour Commissioner, Deputy Commissioner , UT., Chandigarh from time to time.
- b) The terms of payment/submission and verification of bills/ fees and charges for the services/activities to be rendered by the Service Provider are at **Annexure 'D'** as agreed to between the parties.

17. Discipline and conduct :-

- a) It is the responsibility of the Service Provider to provide the uniform to its persons and expenditure on this account shall be borne himself by the Service Provider. The wearing of uniforms by the persons of the Service Provider deployed on duty in the school shall be compulsory. If any person, while on duty, is found without uniform, penalty shall be charged @ Rs. 50/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. The Director Public Instruction(S), however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.
- b) The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in school and may be inspected at any time by the officers so authorized by the Education Department. The Principal may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
- c) In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Principal or any other officer of department in this regard and should submit compliance report within 7 days positively.
- d) The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as

to ensure smooth functioning of the Services/Activities within the Scope of Work at **Annexure-'C'** and no extra payment shall be made to the reservist(s).

- e) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of this Principal/Education Department. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/ deficiencies as pointed out by the authorities from time to time.
- f) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against school and under no circumstances school be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the school be liable for any claim(s) whatsoever, of any such person(s).
- g) The Service Provider should ensure that the persons so deployed by him in school shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in school from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the Principal shall be at liberty to impose a penalty upto Rs. 1000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the Principal shall be final and binding on the Service Provider. The Principal shall have further right to adjust, readjust, or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider.
- h) The Service Provider shall also provides all safety items such as Shoes, Gloves, Masks and any other item as per the requirement of the nature of duties and also as per the Contract Labour Act. at his own cost.

18. Nature of Agreement

The parties hereto have considered and agreed to and have a clear understanding on the following aspects.

- (a) This Agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between school and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of school/Education Department except to extent and purpose permitted herein.
- (b) This Agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of school. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like Minimum Wages, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.

- (c) The school/Education Department shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

19. Statutory Compliance(s)

- a) The Service Provider shall obtain all Registration(s)/Permission(s)/Licence(s) etc. which are/may be required under any labour laws or other legislation(s) for providing the services under this Agreement.
- b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The Service Provider indemnifies and shall always keep school indemnified against all losses, damages, claims, actions taken against school by any authority/office in this regard.
- c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, as applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons 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 requirements of laws.
- d) The Service Provider shall give an undertaking by the 22nd of each month to school that he has complied with all his statutory obligations. A draft of the said undertaking is attached herewith as **Annexure 'G'** to this Agreement.

20. Indemnification

- (a) The Service Provider shall keep the property of school indemnified through a Fidelity Bond of **Rs. 25.00 Lacs (Rs. Twenty Five Lac only)** each service-wise issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his own cost. In case school is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on school in this respect.
- (b) The Service Provider shall at all times indemnify and keep indemnified school against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of school, which may be made under the Workmen's Compensation Act, 1923 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the worker or the personnel of the Service Provider or in respect of any claim, damage or compensation under Labour laws

or other laws or rules made thereunder by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of school shall be as provided herein before.

- (c) The Service Provider shall at all time indemnify and keep indemnified the school against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at school premises or before and after that.
- (d) That, if at any time, during the operation of this Agreement or thereafter, school is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or Tribunal, to pay any amount whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) herein above, the Service Provider shall immediately pay to school all such amount and costs also and in all such cases/events, the decision of school shall be final and binding upon the Service Provider. The school shall be entitled to deduct any such amount as aforesaid, from the Security Deposit/Bank Guarantee and /or from any pending bills of the Service Provider.

21. Liabilities and Remedies

- (a) In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the school/Education Department shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to school the difference of payments made to such other sources besides damages at double the rates of payment made by school to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service provider to deposit damages charges with the school within the stipulated period of 15 days, the same will be recovered by school from the pending dues, if any, Bank Guarantee etc. of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be black-listed due to non-performance of the Service Agreement faithfully.
- (b) In the event of exigencies arising due to the Death, Infirmity, Insolvency etc. etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Principal may think proper in public interest.
 - i) Legal heirs in case of sole proprietor,
 - ii) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
 - iii) Otherwise the Principal shall reserves the right to settle the matter according to the circumstances of the case, as he may think proper.

22. Losses suffered by Service Provider

The Service Provider shall not claim from school any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which

it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgement on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

23. TERMINATION

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

- (A) On the expiry of the contract period, without any notice.
- (B) By giving 3 months notice in case:-
 - i) the Service Provider consistently provides unsatisfactory services.
 - ii) the Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
 - iii) the Service Provider is declared insolvent by any court of law.
 - iv) the Service Provider is not interested to complete/continue the Services/Activities.
 - v) If Service Provider commits breach of any covenant or any clause of this Agreement, school/Education Department may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to school/Education Department.
 - vi) The school/Education Department shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
 - vii) The Principal/Education Department shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of Black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
 - a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
 - b) Misappropriation of Government moneys.
 - c) Advancing a claim on the basis of forged documents.
 - d) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
 - e) Material concealment/suppression of facts or gross misrepresentation of facts.
 - f) Conviction for an offence involving corruption or any other serious act or conduct etc.
 - g) Any other case or situation involving National security.
 - viii) In the event of termination of this Service Contract, as explained in Para 23 (B) (i) to (vii) above, the school/Education Department shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall liable to pay forthwith to school/Education Department the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Service Provider does not deposit the damages charges with school/Education Department within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition, the amount of Security Deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Agreement.

Provided that during the notice period for termination of contract, the Service Provider shall continue to provide the services / activities smoothly as before till the expiry of notice period.

24. Removal of personnel on termination of Service:-

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the school and he should immediately handover the vacant possession of his Camp Office located in school to the authorized officer under his proper receipt.

25. Composition and address of service provider

- a) The Service Provider shall furnish to school/Education Department all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
- b) The Service Provider shall always inform the school/Education Department in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with school.

26. Service of notices

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address(es) or such other address(es) as may be intimated from time to time in writing.

Complete Address of Department	Complete address of the Service Provider
Govt. Model Sr. Sec. / Sr. Sec. School, Sector _____, Chandigarh

27. Confidentiality

It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of school and he undertakes that he shall not, without school prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

28. Entire Agreement

This Agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

29. Amendment/Modification

The parties can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

30. Severability

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible under Law so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

31. Captions

The various captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

32. WAIVER

At any time any indulgence or concession granted by school shall not alter or invalidate this Agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of school to enforce at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of school to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

33. DISPUTE RESOLUTION

This Agreement shall be deemed to have been made/executed at **Chandigarh** for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator i.e. the Education Secretary, Chandigarh Administration, which shall include an acting/officiating Secretary, Chandigarh Administration. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the U.T. Secretariat, Sector-9, Chandigarh

34. Force majeure

- i) Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquack, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force majeure conditions.
- ii) The Service provider (s) shall be liable to transfer/deploy their persons to any other Block/Unit of this Institute for providing the similar type of service on their existing terms & conditions of their service agreement, as and when desired by

the Director Public Instruction (S), Chandigarh Administration on Administrative Grounds.

35. Governing Law/jurisdiction

The applicable law governing this Service Agreement shall be the law of India.

The courts of Chandigarh alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Chandigarh court shall have jurisdiction in the matter.

36. Two counterparts

This Agreement is made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider with the Sub Registrar, UT, Chandigarh on the stamp paper of appropriate value at his own cost.

37. List of Annexure

- ANNEXURE 'A' - Tender Notice
- ANNEXURE 'B' - Terms and Conditions laid down in Service Agreement.
- ANNEXURE 'C' - Scope of Work/ Activities.
- ANNEXURE 'D' - Terms of payment.
- ANNEXURE 'E' - Technical Bid Proforma.
- ANNEXURE 'F' - Price Bid Proforma.
- ANNEXURE 'G' - Undertaking regarding compliance of statutory obligations.
- ANNEXURE 'H' - Affidavit regarding Non-Black Listing/Non-Prosecution.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES: -

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | |
|--|---|
| <p>1. Signature _____
 Name _____
 Designation _____
 Date _____</p> | <p>Signature _____
 Name _____
 Designation _____
 Date _____</p> |
| <p>2. Signature _____
 Name _____
 Designation _____
 Date _____</p> | <p>For and on behalf of the
 Administrator of Union Territory,
 Chandigarh</p> |

SIGNED SEALED AND DELIVERED

WITNESSES

- | | |
|--|---|
| <p>1. Signature _____
 Name _____
 Address _____
 Date _____</p> | <p>Signature _____
 Name _____
 Address _____
 Date _____</p> |
| <p>2. Signature _____
 Name _____
 Address _____
 Date _____</p> | <p>For and on behalf of the
 Service Provider</p> |

CHANDIGARH ADMINISTRATION : CHANDIGARH ADMINISTRATION

TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GENERAL DUTY & SANITATION STAFF" IN GOVT. MODEL SR. SEC./ SR. SEC. SCHOOLS OF U.T., CHANDIGARH.

SCOPE OF WORK

The work involves providing General Duty & Sanitation Staff on contract basis in various Govt. Schools/Offices of Education Department, Chandigarh Administration. The detail of required staff is as under :-

	School	Peon	Mali	Security Guard	Sweeper	Total
1.	GGMSS-8	1	2	1	5	9
2.	GMSSS-10	1	3	1	4	9
3.	GMSSS-16	1	3	1	7	12
4.	GMSSS-18	1	3	1	5	10
5.	GMSSS-19	1	3	1	9	14
6.	GMSSS-20	1	2	1	4	8
7.	GMSSS-21	1	2	1	4	8
8.	GMSSS-22	1	3	1	5	10
9.	GMSSS-23	1	2	1	5	9
10.	GMSSS-32	1	2	1	4	8
11.	GMSSS-33	1	3	1	5	10
12.	GMSSS-35	1	2	1	4	8
13.	GMSSS-37	1	3	1	5	10
14.	GMSSS-40	1	2	1	5	9
15.	GMSSS-44	1	2	1	4	8
16.	GMSSS-46	1	2	1	5	9
17.	GMSSS-47	1	2	1	4	8
18.	GMSSS-56	1	2	1	4	8
19.	GMSSS- Manimajra	1	3	1	7	12
20.	GMSSS-Karsan	1	2	1	4	8
21.	GSSS-15	1	2	1	4	8
22.	GSSS-20B (GIRLS)	1	2	1	4	8
23.	GMSSS-23 NYC	1	2	1	4	8
24.	GSSS-27	1	2	1	4	8
25.	GSSS-37/C	1	2	1	4	8
26.	GSSS-38(W)	1	2	1	4	8
27.	GSSS-45	1	2	1	5	9
28.	GSSS-Dhanas	1	2	1	4	8
29.	GSSS-MMT	1	2	1	4	8
30.	GMHS-12	1	1	1	1	4
31.	GMHS-20/D	1	1	1	1	4
32.	GMHS-22/C	1	1	1	1	4

33.	GMHS-25	1	1	1	1	4
34.	GMHS-26 (P)	1	1	1	1	4
35.	GMHS-28/C	1	1	1	1	4
36.	GMHS-28/D	1	1	1	1	4
37.	GMHS-29	1	1	1	1	4
38.	GMHS-31	1	1	1	1	4
39.	GMHS-34	1	1	1	1	4
40.	GMHS-36	1	1	1	1	4
41.	GMHS-37/D	1	1	1	1	4
42.	GMHS-38/D	1	1	1	1	4
43.	GMHS-38 (W)	1	2	1	2	6
44.	GMHS-39	1	1	1	1	4
45.	GMHS-41	1	1	1	1	4
46.	GMHS-42	1	1	1	1	4
47.	GMHS-43	1	1	1	1	4
48.	GMHS-V.Nagar	1	2	1	2	6
49.	GMHS-M.M.	1	1	1	1	4
50.	GMHS-Sarangpur	1	2	1	2	6
51.	GMHS-Dhanas	1	1	1	1	4
52.	GHS-7	1	1	1	1	4
53.	GHS-11	1	1	1	1	4
54.	GHS-24	1	1	1	1	4
55.	GGHS-25	1	1	1	1	4
56.	GHS-29	1	1	1	1	4
57.	GHS-30	1	1	1	1	4
58.	GHS-32	1	1	1	1	4
59.	GHS-35	1	1	1	1	4
60.	GHS-38	1	1	1	1	4
61.	GHS-40	1	1	1	1	4
62.	GHS-41	1	1	1	1	4
63.	GHS-46	1	1	1	1	4
64.	GHS-47	1	1	1	1	4
65.	GHS-Dadumajra	1	1	1	1	4
66.	GHS-Kajheri	1	1	1	1	4
67.	GHS-Karsan	1	1	1	1	4
68.	GHS-Hallomajra	1	1	1	1	4
69.	GHS-Mauli	1	1	1	1	4
70.	GHS-Mauli Col.	1	1	1	1	4
71.	GHS-Daria	1	1	1	1	4
72.	GHS-Col. No. 4	1	1	1	1	4

73.	GHS-Sarangpur	1	1	1	1	4
74.	GMMS-23	1	1	1	1	4
75.	GMMS-K.Jassu	1	1	1	1	4
Total		75	115	75	185	450

The number of manpower may increase/decrease depending upon the requirement as envisaged by the department.

- The manpower deployed through service provider for the above said categories should be between the age group of 18-50 years. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

ANNEXURE-‘D’**TERMS OF PAYMENT**

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 Minimum Wage Act, 1948 alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. 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), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed thereunder from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by him.

2. All the payments shall be made by the school after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

3. **Raising of Bills and Payment thereof**

The Second Party will submit the consolidated wage bill for all the categories of staff deployed for duty in the office/ school concerned for no. of personnel deployed therein duly supported with the following documents:-

- a. Attendance Report duly signed by any officer authorized by the first party.
- b. Documents in support of deposit of EPF/ESI/EDLI/ Service Tax of the previous month by 3rd day of the following month

The wage bill shall then be processed for payment by the respective office/school and the formalities shall be completed for the release of payment by 7th of every month. The second party shall be responsible for the timely submission of bills and further process for the checking of required formalities to be completed as per requirements of the audit on personal level in order to ensure timely payment of wages to the staff. The second party shall further prepare the required accounts in consultations with the Accounts Branch of the DEO office for the issue of annual statements of EPF etc. to the staff in time. The second party shall be solely responsible for any lapse or delay for the submission of any return to the concerned authority of Labour Department/EPF/ESI Department about the staff engaged in this Institute on contract basis through it as per rules.

The contractor shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in the school is complete and no person has been left out and no supplementary bill shall be submitted thereafter. No person(s) has/have been engaged on contract basis in any school without the prior approval of the competent authority.

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum-Muster Rolls of the preceding month along with the bill to be submitted by the 2nd day of every calendar month to the concerned school for verification and pre-audit/ drawl of payment from the Central Treasury/SBI. Since, it is a time consuming process, therefore, the Service Provider shall ensure that payment to his employees is made by him from his own resources by 7th of the month without waiting for the payment of his Wage bills from school.

4. **Format for raising of Bill: -**

Wages Bill for the month of _____, in respect of the staff deployed by M/s _____ with their registered office at S.C.O. _____ Chandigarh.

- a) Name of the Services/Activities _____
- b) Name & address of the contractor _____

- c) Award of service contract No. & date _____
- d) Date of commencement of the Services _____
- e) Period of services contract _____
- f) Administrative charges (in percentage) of Service contract per month _____
- g) Wage bill for the month of _____
- h) Bill No. _____ Date _____, indicating the following breakup :-

Sr. No.	Name of the worker	Empl. Code No.	EPF No.	ESI No.	@ Basic wages (Not less than the minimum wages)	Man - Days	Wages (w.r.t Man-days)	Employee's share		Carry Home Salary	Employer's share		
								EPF 12% of Basic wage	ESI 1.75% of Basic wage		EPF 12% of basic wage	EDLI 1.61% of Basic wage	ESI 4.75% of basic wage
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Note: Separate Bill in the above form shall be prepared by the Service Provider for the Reliever(s) against person(s) deployed on regular basis and submitted alongwith the Bill for regular persons deployed during each month.

5. Instructions for raising the monthly bill

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

- (i) The payment shall be made to the Service Provider for the actual number of persons deployed within the Scope of Work at Annexure 'C' at the wages/rates fixed by the Labour Department, Chandigarh Administration for the category of posts from time to time and the Administration Charges (in percentage) approved for the Contract Period, but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by school: -
- (ii) Separate details about the category of person (s) deployed in the respective month.
- (iii) Attendance Register, Muster Roll duly signed by the Service Provider and verified by the authorised officer(s) of school.
- (iv) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI /Income Tax/Service Tax etc. to be tallied with the wage bill.
- (v) Acquittance Rolls alongwith details of cheque to be issued to the concerned persons deployed be submitted to the concerned school for verification before actual disbursement of payments.
- (vi) 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 school is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- (vii) No person(s) has/have been engaged on contract basis in school without the prior approval of the competent authority.
- (viii)** 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 the concerned school within 10 days from the disbursement of wages i.e. by 17th of the month.

6. Payment of Wages:-

- (a) The Service Provider shall open a bank account in the Bank and he shall make the payment of wages to the persons so deployed by him through the same Bank. The employees of the Service Provider shall also open their individual accounts in the same Bank branch for the purpose of disbursement of salary through electronic transaction/ transmission. The Service Provider shall furnish details of disbursement of salary to the concerned school within 5 days from the date of disbursement. He shall maintain Attendance Registers, individual's ledger/wage book, wage slip, terms of employment.

- (b) He shall be required to submit a copy of Challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code no., address of each person(s) so deployed, on account of the statutory compliance within 15 days of the disbursement of wages i.e. by 22nd of the month, failing which the payment of administrative/ service charges (Profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (Profit) after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not with school. Further, he shall arrange the disbursement of wages to the persons so deployed by him in school for duty through crossed cheque except in cases of utmost urgency and in the presence of the authorised official/officer(s) of school. The Service Provider shall ensure that the cheques issued by him should not be dishonoured under any circumstances. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider.
7. The Service Provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this Agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 2nd of month on the basis of original attendance-cum-work performance report and muster rolls duly verified by the concerned Head of the Institution.
- 8. ACCOUNTS AND RECORDS**
- (a) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the school.
- (b) The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report, Relievers List, Muster Rolls, Ledger etc. to the Asstt. Controller (Finance & Accounts) in O/o DPI(S), Chandigarh for the pre-audit of monthly Wage Bills from time to time.
- (c) The Service Provider shall forthwith upon being required by the school/Education Department, allow school/Education Department of any of its authorizes representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the school/Education Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the school. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the school for such discrepancies or overcharge.
- (d) The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed thereunder for the category of persons employed from time to time or by the Central or State Government and/or any authority constituted by or under any law 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 he is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

CHANDIGARH ADMINISTRATION : EDUCATION DEPARTMENT

TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GENERAL DUTY & SANITATION STAFF" IN GOVT. SCHOOLS OF U.T., CHANDIGARH.

TECHNICAL BID

PROFORMA TO BE FILLED FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER & PROOF SHOULD BE ATTACHED

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 Organization (whether Private/Public Sector Undertaking/ Sole Proprietor/ Partnership/Cooperative Society etc.?) _____
3. Whether documentary proof, in support of 1 & 2 above be attached? Yes / No
4. Whether a copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender has been attached)? Yes / No
5. Does the firm has a total experience of 5 years of providing such services to the Govt. department (s), Office (s)/Undertaking (s)/Board (s) Corporation (s) etc. with a minimum contract value of Rs. 50.00 lacs per annum ? Yes / No
6. Whether the tenderer has attached an experience certificate of providing 50 persons for the execution of this service contract in a single contract for a period of **1 year in** any other Central/State Government Department (s)/Office (s)/Undertaking (s)/Board (s) Corporation (s) etc. during the last five years on the date of submission of tender? Yes / No
7. Does the firm have a minimum experience of 5 years providing such services to the Government Departments/schools with a minimum contract value of Rs. 50.00 lacs per annum. The performance certificates issued by the competent authority duly indicating the value of such contract be attached. Yes / No
8. Whether the copy of latest Financial resources, assets in terms of Tenderer's property (Moveable and immoveable) held on the date of submission of Tender, attached? Yes / No
9. minimum average Annual Turnover of Rs. 50 lacs P.A. from such services during the last five years. Copies of the audited balance sheet of 5 years be attached
10. Whether a copy of latest audited Balance Sheet attached? Yes / No
11. Whether the Tender Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the commercial banks in an acceptable form, which is valid for one year, drawn in the name of District Education Officer, Chandigarh Administration, for an amount of **Rs. 5,00,000/- (Rupees Five Lakhs Only)**, has been attached? Yes / No
12. Whether the Solvency certificate of an amount not less than **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** issued by any of the commercial Bank in an acceptable form within the last six months, attached? Yes / No
13. Whether the self attested copy of latest Income Tax Assessment Certificate/PAN/TAN No. attached? Yes / No
14. Whether the self attested copies of the Service Tax No. attached? Yes / No
15. Whether the tenderer has attached a self attested copy of valid Labour Licence not less than the number of persons as mentioned in the Scope of Work at (Annexure-C) for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate (s) have been furnished alongwith the tenders. Yes / No
16. Whether the self attested copy of EPF, ESI & EDLI Code Nos. issued by the Chandigarh Administration attached? Yes / No
17. Whether the firm has ever been blacklisted by Central/State Govt. for non performance of their duties. (If no, attach an affidavit duly executed and attested by the Executive Magistrate/Notary Public/ Oath Commissioner)
18. Any other information

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

ANNEXURE-'F'

FORMAT FOR PRICE BID FOR PROVIDING "GENERAL SERVICES THROUGH OUTSOURCE-"

Tender Inviting Authority: District Education Officer, Chandigarh Administration						
Name of Work:						
Contract No:						
Bidder Name:				Excess (+)	0.00	%
a						
Sl. No.	Description of work	No.or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1	General Duty & Sanitation Staff	450		0		0.00
		1		0	Rupees Only	0.00
		1		0	Rupees Only	0.00
Total estimated cost in Figures						0.00
Quoted Amount				0.00		0.00
Quoted rate in Words						

Place: _____
Dated: _____

Signature of Tenderer _____
Name of the Tenderer _____
Address _____

UNDERTAKING

I/We (Name) _____ Service Provider/ Partner/ Sole Proprietor
(strike out which is not applicable) of (Firm) _____ do hereby solemnly affirm, declare
and undertake that: -

- (a) I undertake to furnish a valid Labour Licence not less than the numbers of persons as mentioned in the scope of work at Annexure –C for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate (s) have been furnished alongwith the tenders (s)
- (b) In case, I do not possess the valid Labour Licence issued by the Chandigarh Administration for which the tender (s) have been furnished, I will submit an undertaking in the shape of an Affidavit to the effect that the required Labour Licence will be obtained from the Chandigarh Administration, if succeeded, in getting the service contract and furnish the same to this Institute within 7 days from the date of issue of letter of Intent, failing which the tender shall be rejected and Earnest Money be forfeited.
- (c) I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.
- (d) It is my responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.
- (e) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act,1970, for carrying out the purpose of this Agreement. I shall further observe and comply with all Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Chandigarh Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed thereunder for the category of persons employed by me from time to time or by the Central or State Government and/or any authority constituted by or under any law 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 I am fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- (f) I shall give an undertaking by the 22nd of each month in favour of the Department that I have complied with all the statutory obligations.

(Signature of the Tenderer)

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 of my/our firm.

Place _____
Date _____

DEPONENT
Address _____

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 therefrom.

Place _____
Date _____

DEPONENT

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

(This letter alongwith Earnest Money Deposit be submitted in envelope No. 1)

Receipt No: _____

Date: _____

Tender No.: _____

From:

M/s _____

To:

The District Education Officer,
Chandigarh Administration

No. _____

Dated: _____

EMD

Subject: Tender for the award of contract for providing "General Duty (Group 'C' & 'D') and Sanitation Staff" through outsource in the Government Model Sr. Sec. Schools/ Sr. Sec. Schools of U.T., Chandigarh.

Sir,

Enclosed please find herewith Earnest Money Deposit (EMD) of Rs _____/- in shape of a term deposit receipt/FDR issued by _____ (Name of the Bank) duly pledged in favour of the District Education Officer, Chandigarh Administration, valid for a period of _____ year as per details given below :-

EMD PAYMENT PARTICULARS

S.No.	No. & Date	Name of the Bank	Amount (Rs.)

Thanking you,

Yours faithfully,

(SIGNATURE)

Seal of the firm with full address

Enclosed EMD

(This letter alongwith Technical bid and Tender documents be submitted in envelope no. 2)

Receipt No: _____ Date: _____

Tender No.: _____

From :

M/s _____

To:

The District Education Officer,
Chandigarh Administration

No. _____

Dated: _____

TECHNICAL BID

Subject: Tender for the award of contract for providing "General Duty (Group 'C' & 'D') and Sanitation Staff" through outsource in the Government Model Sr. Sec. Schools/ Sr. Sec. Schools of U.T., Chandigarh.

With reference to your advertisement for award of contract for providing "General Duty (Group C & D) and Sanitation Staff" through outsource in the Government Model Sr. Sec. / Sr. Sec. Schools of U.T., Chandigarh, I/ we enclose herewith, our Technical Bid duly filled, stamped and signed, alongwith tender documents and Annexures _____ duly stamped and authenticated on each page, containing _____ pages (from page No.1 to_____).

I/We undertake to abide by the terms and conditions of the tender set forth by you.

Thanking you,

Yours faithfully,

(SIGNATURE)

Seal of the firm with full address

Enclosed:

1. Technical Bid.
2. Affidavit as per Annexure 'H'.
3. Certificate of experience.
4. Satisfactory performance certificate issued by Institution/organisation where your firm has supplied the manpower, of last three years.
5. Income Tax Clearance Certificate
6. PAN/TAN/Service Tax No.
7. Registration with the Labour Department.
8. Copy of letter of allotment of EPF No.
9. Copy of letter of allotment of ESI No.
10. Copy of latest Audited Balance Sheet
11. Bank solvency certificate for 15 lacks issued by any Scheduled Bank.
12. Any other documents.