

	<p align="center"><b>CHANDIGARH COLLEGE OF ENGINEERING &amp; TECHNOLOGY, (DEGREE WING), SECTOR 26, CHANDIGARH. Office Telephone : 0172-2750872, FAX :- 0172-2750872</b></p>			
<p align="center"><b><u>Outsourcing of "General Manpower and Sanitation Staff".</u></b></p>				
<p>Chandigarh College of Engineering &amp; Technology (Degree Wing), Sector 26, Chandigarh invites tenders through e-tendering for outsourcing of General Manpower and Sanitation Staff:</p>				
<p><b>Name of Work Contract.</b></p>	<p><b>Earnest Money</b></p>	<p><b>Start Date and Time of uploading of e-tender</b></p>	<p><b>End Date and Time of uploading of e-tender</b></p>	<p><b>Date and Time of opening of Online Bid (Technical Bid)</b></p>
<p>General Manpower &amp; Sanitation Staff</p>	<p>Rs.5.00 lacs</p>	<p>16.02.2017 at 9:00 A.M</p>	<p>09.03.2017 at 3:00 P.M.</p>	<p>09.03.2017 at 3:30 P.M.</p>
<p><b><u>Conditions:-</u></b></p>				
<p>Detailed Terms and Conditions are available in e-tender document.</p>				
<p>1. The competent authority reserves all rights to reject any or all the tenders without assigning any reason.</p> <p>2. The bid document can be downloaded from the College website i.e. <a href="http://www.ccet.ac.in">www.ccet.ac.in</a> as well as Govt. website i.e. <a href="http://www.etenders.chd.nic.in">http://www.etenders.chd.nic.in</a> however for general information, guidance and reference, the tenderer can approach the office of Principal, Chd. College of Engg. &amp; Technology (Degree Wing), Sector 26, Chandigarh.</p>				
				<p align="right">Principal</p>

## TENDER DOCUMENT

### 'E'-TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF "GENERAL MANPOWER AND SANITATION STAFF" IN THE CHANDIGARH COLLEGE OF ENGG. & TECHNOLOGY(DEGREE WING), SECTOR 26, CHANDIGARH.

#### INSTRUCTIONS /GUIDELINES FOR TENDERER(S)

1. The Tender will be two Bid Systems i.e. Technical Bid and Financial Bid.
  - i) The Technical Bid will contain technical specifications; and
  - ii) The Financial Bid will contain rate per equipment/Item.
    - a) If rates are quoted along with Technical Bid, it will be rejected straightway.
    - b) The Financial Bid(s) of only those firms will be opened who are technically qualified and the date and time for opening of financial bid(s) will be conveyed after opening of the Technical Bid.
2. A copy of Tender Notice is at **Annexure-'A'**.
3. The Terms and Conditions as laid down in the Service Agreement for Award of Contract for outsourcing of services/activities are at **Annexure- 'B'**.
4. The Scope of Work is at **Annexure – 'C'**.
5. **Hypothetical Illustration for the calculation of wages is attached as Annexure-'D'**.
6. Technical Bid proforma for Evaluation of Technical Performance of the tender is at **Annexure-'E'**.
7. Price Bid shall be quoted by the contractor through e-tendering as per BOQ pattern.
8. A copy of undertaking regarding compliance of statutory obligations is at **Annexure – 'F'**.
9. An affidavit regarding Non-Blacklisting/Non Prosecution is at **Annexure – 'G'**. The affidavit duly attested by the Executive Magistrate or a Notary Public should be submitted with the Technical Bid.
10. 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.
11. E-tenders in prescribed form are hereby invited by the Principal, Chandigarh College of Engineering & Technology (Degree Wing), Sector 26, Chandigarh from reputed, experienced and financially sound manpower companies/Firms/Agencies for providing Manpower in Chandigarh College of Engineering & Technology, Chandigarh as per Scope of Work given at **Annexure at 'C'**.
12. Downloading and submission of Tenders will be done by e-tendering process through the website of Chandigarh Administration <http://etenders.chd.nic.in>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from CCET Website [www.ccet.ac.in](http://www.ccet.ac.in) . Earnest Money Deposit shall be submitted in favour of the Principal, CCET (Degree), Chandigarh, 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 EMD duly attested and countersigned by the Companies/Firms/Agencies shall be uploaded with the tenders on **09.03.2017 at 3:30 P.M.**
13. The hard copies of tender should be submitted 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 Manpower and 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 Manpower and 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 Manpower and Sanitation Staff”**. It should also bear the Advertisement No. and should be submitted in the office of Principal, CCET (Degree) **on or before 09.03.2017 at 3:00 P.M. i.e. the last date of submission of e-tender.**
  - (iv) Each page of the tender document and Annexures **‘A’ to ‘G’** should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed on each page. Any cutting(s)/overwriting(s) etc. should also be initiated. For 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 it fulfills all other terms and conditions of the tender document.
14. Any Tender submitted through e-tender process but without physical submission of document mentioned above will be treated as invalid and shall be rejected without opening. There will not be any liability on CCET (Degree) on this account.
  15. The e-tenders will be opened in the presence of Tenderers or their authorized representatives on **09.03.2017 at 3:30 P.M.** on the last date of submission of e-tenders forms.
  16. Tenderer should have a minimum of 3 years experience providing such services 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 with the Technical Bid.
  17. The tenderer firms should have the minimum average Annual Turnover of Rs. 50.00 lacs P.A. from such services during the last five years. Copies of the audited balance sheet of 3 years be attached with the Technical Bid.
  18. 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.
  19. The tender must be accompanied with Earnest Money Deposit (EMD) amounting to Rs. 5,00,000/- (Rupees Five Lacs Only) drawn in the name of Principal, CCET (Degree), 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.
  20. The Tender must be accompanied with a latest Solvency Certificate for an amount not less than **Rs. 20,00,000/-(Rupees Twenty Lacs Only)**, issued by any of the commercial banks in an acceptable form, within the last 06 months on the closing date of tender.
  21. The Tender without Earnest Money or short of it or not in the form specified above shall be rejected straightway.
  22. Earnest Money deposited with the College, in connection with any other tender will not be considered against this tender.

23. Conditional price bid/offer shall be rejected.
24. No Tender is exempted from furnishing the Earnest Money deposit (EMD) under any circumstances.
25. 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 03 (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 Wages 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 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 for the Service Agreement such as Uniform, Identity Card, Name Plates etc. etc.
  - (c) Administrative Charge (Profit) of the Tenderer or any other liabilities, which are required to be discharged by him for the full execution of Service Agreement.
26. The tenderer may inspect the Areas/Locations, where the services are to be provided for assessing the work involved on any working day during office hours.

27. The schedule for submitting tenders through e-tendering will be as under:-

<b>Milestone dates of Electronic Tendering</b>		
1	Downloading of e-tender documents	Start Date:- 16.02.2017 at 9:00 A.M. End Date:- 09.03.2017 at 3:00 P.M
2	Clarification, if any.	Start Date:- 16.02.2017 at 9:00 A.M. End Date:- 09.03.2017 at 3:00 P.M
3	Date of submission of e-tender	Start Date:- 16.02.2017 at 9:00 A.M. End Date:- 09.03.2017 at 3:00 P.M
4	Physical submission of EMD, Eligibility Documents and other necessary documents	Start Date:- 16.02.2017 at 9:00 A.M. End Date:- 09.03.2017 at 3:00 P.M
5	Opening of Technical Bid (Online)	09.03.2017 at 3:30 P.M
6	Opening of Price Bid	To be intimated to all eligible Bidders separately.

28. The tender shall be opened on **09.03.2017 at 3:30 P.M.** in the office of Principal, CCET (Degree), Chandigarh. In the event of the date of receipt or opening of tender being or being declared a holiday for the CCET, the last date of receipt/opening of the tender shall be the next working day at the same time and venue.
29. The tendering Companies/Firms/Agencies are required to upload self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and will not be considered any further:-
  - (a) Copy of Registration Certificate for providing manpower
  - (b) Copy of PAN Card
  - (c) Copy of the latest IT return filed by agency
  - (d) Copy of Service Tax Registration Certificate
  - (e) Copy of P.F. registration letter/certificate
  - (f) Copy of the E.S.I. registration letter/certificate
  - (g) Certified Documents from a Chartered Accountant who have originally prepared the balance sheet in support of financial turnover from providing Manpower.
  - (h) Bank Solvency Certificate for 20 lacs issued by any Scheduled Bank
  - (i) And other attested copies as required in Technical Bid proforma.

30. The Technical Bids received through e-tender shall be opened by the Tender Opening Committee on the scheduled date and time **(09.03.2017 at 3:30 P.M.)** in the office of Principal, CCET (Degree), Chandigarh in the presence of the representative of the Companies/Firms/Agencies/if any, who wish to be present on the spot at that time.
31. 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.
32. After evaluation of applicants, a list of shortlisted tenderers who are technically qualified will be prepared. Thereafter, the financial bids of only those shortlisted tenderes 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 ne reckoned from the date of opening of the price bids.
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 along with self attested photocopies of paid challans in support of having the deposited contribution of EPF/ESI/EDLI/Service Tax with the concerned local authorities along with the Technical Bid.
36. The tenderer should furnish an experience certificate of atleast one (01) year from an Institution(s)/Organization(s), where he has supplied the manpower during the last 5 years preceding 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 tender(s) shall be forfeited in full by the CCET (Degree), Chandigarh.
38. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/ authority to whom he will submit the tender or the tender accepting official/authority before the finalization of tenders will render the tenderer liable for exclusion from consideration.
39. The contract shall be awarded for a period of two years subject to satisfactory performance of services and compliance of all terms and conditions of the agreement.
40. All disputes 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.

**TERMS AND CONDITIONS**

The Terms and Conditions of the e-Tender document are as under:-

1. **SCOPE OF WORK**. Contract for providing "**General Manpower and Sanitation Staff**" Class IV employees viz Peons, Attendants, Malis, Safai Karamcharis, Gate Check Peon, Receptionist, Library Attendant, Plumber and Carpenter or any other category/post(s) specifically allowed by CCET(Degree Wing) Chandigarh at any subsequent stage as per requirement, within the various complexes of this Institution such as College Building, Hostel Complex, and other complexes of the College, Chandigarh, which are likely to come up during the pendency of the contract as per qualifications and job requirements as applicable from time to time, for each such nature of service, on contract basis, further as per details presently mentioned in **Annexure 'C'** to this document
2. **NAME OF CONTRACT**: Contract for providing "**General Manpower and Sanitation Staff**" in the Chandigarh College of Engineering & Technology (Degree Wing), Sector-26, CHANDIGARH.
3. **PERIOD OF CONTRACT**: The contract shall be for a period of **two years** subject to satisfactory performance of services and compliance of all terms and conditions of the agreement.
4. The tender shall be allotted to the tenderer, who quotes **the lowest offer of administrative charges inclusive of Income Tax and Service Tax** only in the price bid provided tenderer fulfill all other terms and conditions of the tender document. The Service Provider will pay the statutory charges (TDS) out of these administrative charges at his own level. The tender (financial bid) **wherein administrative charges fall short of minimum statutory requirements i.e. TDS etc. shall be straightway rejected. The Administrative Charges are to be quoted / calculated on D.C. Rates only.**
5. The Competent Authority i.e. Principal, is at liberty to negotiate rates with the 2<sup>nd</sup> and 3<sup>rd</sup> lowest firms to bring them at par with the lowest offer in order to prepare a panel of firms as an alternate and standby arrangement parallel to the first for running such services, if need be.
6. The competent authority may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working Service Provider or otherwise if it is deemed fit to do so in the public interest in order to ensure effective supply/supervision of these services by more than one Service Provider even after the award of contract.

**GENERAL TERMS AND CONDITIONS**

7. The successful tenderer shall be required to execute an Agreement Deed on the format approved and supplied by this College on stamp papers of appropriate value. The Deed will be registered with the Sub-Registrar, Chandigarh, at the cost of the Service Provider.
8. (a) **Earnest Money Deposit (EMD) of Rs.5.00 lac in the shape of "FDR or Deposit at Call or Term Deposit Receipt or Demand Draft" and Bank Guarantee of Rs.15.00 lac thereafter (by successful bidder only) covering the period of contract + 60 days duly pledged in the name of the Principal, Chandigarh College of Engineering & Technology Chandigarh (hereinafter referred as Principal) shall be deposited before signing the agreement.**  
  
(b) Solvency certificate of an amount not less than Rs.20.00 lac issued by a Scheduled Bank within the last one year is attached.

- 9 The applicant/firm should be registered under the 'Contract Labour, (Regulation and Abolition) Act, 1970 and Rules of 1971 made thereunder and have in their possession the 'EPF/EDLI and ESI Code Numbers'.
10. The Principal shall have absolute right and authority for the suspension/revocation of said security/bank guarantee, in case of breach of any clause of the Agreement by giving prior notice.
11. A penalty @ 1.00% of the monthly value of contract shall be imposed for non-commencement of work within the stipulated period after the issue of allotment letter for every week or part thereof for the delay in the commencement of the contract.
12. The decision of the Principal with regard to the determining of quality of work/services done by the Service Provider or his employees shall be final and binding upon the Service Provider. The Service Provider shall, thereafter, rectify the defect so pointed out without any extra payment. The Principal reserves the right to get the work/Services so rejected done/replaced at his own level at the risk and cost of the Service Provider after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the Service Provider from his outstanding dues or by revocation of any or all parts of the security/bank guarantee, as he may think proper.
13. The Service Provider shall deploy required number of personnel to provide the said services and immediately communicate their names, parentage, residential address, age, etc. within 10 days from the date of their deployment or any change about it from time to time.
14. For the purpose of proper identification of the employees of the Service Provider deployed by him at various places, the Service Provider shall issue them identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours.
- 15 The wearing of uniforms (to be provided by the Service Provider) and name plates by the employees of the Service Provider during duty hours is compulsory.
- 16 The Principal or any other officer(s) so authorised by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the Service Provider in order to ensure that the required number of persons are deployed and that they are doing their duties satisfactorily.
17. On taking over the responsibility of providing said services, the Service Provider shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of the deployment in the College for the approval of the Principal. He will keep on reviewing his arrangements from time to time and take additional measures, if any, for further streamlining the said arrangements. He will further ensure that no person is deployed on double duty except in emergent circumstances. The Service Provider as well as the staff deployed on duty shall, however, be duty bound to carry out the directions/instructions given to him in this regard by the Principal /Head of Office/ Incharge of the respective Branch/Department or any such officer so authorised to do so by the Principal in this regard from time to time. Any dereliction from such obligation shall be considered a breach of the terms of this contract.
18. The persons deployed by the Service Provider for the execution of the contract shall be the employees of the Service Provider for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the College, either implicitly or explicitly. The Service Provider will ensure that his employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the Service Provider will be got verified from the appropriate authority by the Service Provider at his own cost and level.
19. The persons so deployed shall be under the over all control and supervision of the Service Provider. For that purpose he shall appoint supervisor from his own source and he shall be liable for payment of their wages etc. and all other dues within the

stipulated time which the Service Provider is liable to pay under the various Labour Regulations and other statutory provisions. The Service Provider shall ensure that the supervisor will visit the College thrice a day i.e. morning, afternoon & evening in order to get the attendance and to ensure the presence of all the staff so deployed in the campus. The Chandigarh College of Engineering & Technology (Degree Wing) shall be absolved from any such liability at its own level.

20. **WAGES**:- The Service Provider shall pay basic monthly wages plus statutory charges (EPF/ESI/EDLI) to all his employees/Govt. bodies as per detail given in **Annexure 'C' & 'D'** to the tender document or the minimum wages fixed by the Labour Department, Chandigarh Administration or DC Rates, whichever is higher.

The Service Provider shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other relevant Rules, made thereunder. The Service Provider will be issued two separate DD/RTRs/Cheques in favour of Provident Fund Commissioner, and contractor including ESI Contribution (Employer & Employees) respectively or in any other mode prescribed by PF/ESI Department, if any.

21. The Service Provider shall open a bank account in the Bank branch located in the College and he shall make the payment of wages to the persons so deployed by him through the aforesaid Bank. The employees of the Service Provider will also open their individual accounts in the same branch for the purpose of disbursement of salary through electronic transaction/ transmission. **The Service Provider shall furnish details of disbursement of salary to the Principal within 5 days.** This obligation is imposed on the Service Provider to ensure that the Service Provider is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The Service Provider shall comply with or cause to be complied with the Service Provider's Labour Regulations made by the College from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorisedly made. He will maintain attendance registers, individual's ledger/wage book, wage slip, publications of scale of wages and terms of employment.
22. The employees so deployed on contract basis shall be paid their wages as per DC Rates or the minimum wages/rates as per Labour Department, U.T., Chandigarh whichever is higher not-with-standing any change in the rates of Statutory contributions payable by the employer as per instructions of the Government issued from time to time.
23. The Service Provider shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act, P.O. Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, Shops and Establishment Act. etc. as applicable and amended from time to time. The Service Provider shall be responsible for the deposit of employee's and Principal Employer's share of statutory contributions with the ESI/EPF/EDLI authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority along with subsequent months' wage bill preferred by Service Provider. He will also arrange to open such EPF/ESI/EDLI accounts of all the employees deployed by him in this Institution at Chandigarh. In case of failure on the part of Service Provider to deposit EPF/ESI/EDLI with the concerned authorities within the stipulated period, the Service Provider shall be liable to pay penalty so imposed by such authority.

24. The Service Provider will submit wage bill as per details/table given below:-

- (a) Name & Address of the Contractor \_\_\_\_\_  
(b) Name of Services/Activities \_\_\_\_\_  
(c) Award of Service Contract No. & Date \_\_\_\_\_  
(d) Date of commencement of the contract. \_\_\_\_\_  
(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 \_\_\_\_\_



Sr. No	Name of worker	Empl. Code No	EPF NO	ESI NO	@ Basic/ Minimum Wages	Days	Wages	Employee's share		Carry Home Salary	Employer's share		
								EPF 12%	ESI 1.75%		EPF 12%	EDLI 1.61%	ESI 4.75%
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
Category													
1.													

**Note:- Separate Bill in above form shall be prepared by the Service Provider for the reliever(s) against person(s) deployed on regular basis and submitted along with the bill for regular person(s) deployed during each month.**

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

- i) Separate details about the sanction of each post and deployment in the respective month.
  - ii) Attendance Register, a muster rolls duly signed by the Service Provider and verified by the authorised officer(s) of this Institution.
  - iii) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI to be tallied with the wage bill.
  - iv) The Service Provider will certify on the bill that the monthly wage bill of his all categories of contractual employees deployed by him in this Institution is complete and no person has been left and no supplementary bill will be submitted thereafter.
  - v) No person(s) has/have been engaged on contract basis in this Institution without the prior approval of the competent authority.
  - vi) A spare/attested copy of bank scroll/bank challans as a proof of deposit of EPF/EDLI/ESI payment to the concerned Department will be submitted to this Institution within 5 days from the disbursement of wages.
25. In order to ensure timely payment of wages to the staff, monthly wage bills shall be raised by the Service Provider by the 3<sup>rd</sup> working day of the month on the basis of original attendance-cum-work performance report duly verified by the concerned officer being authorised for the purpose, as under: -
- The attendance-cum-work performance report of the staff deployed for duties in various wings shall be signed /verified by the Incharge and countersigned by the **Wing In-Charge**.
- The attendance-cum-work performance report of the staff deployed for duties for ministerial duties in the branches of College and other departments shall be signed/verified by the Supervisory Officer/Branch incharge.
26. The tender amount will be enhanced/decreased to the extent of enhancement/decrease in the minimum wages alongwith proportionate enhancement/decrease of EPF/ESI/EDLI.
27. **The Service Provider shall conform to the provisions of various Central/State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS at the rate notified by Govt. from time to time on the total bill as Income Tax as per provision of the Income Tax Act. Apart from this, the Service Provider will be paid, as per provisions of Govt. Rules from time-to-time. The Service Provider will submit a copy of the receipt in the office of the Principal. Service tax, on the gross bill, may also be deducted at source, if there are any instructions from the concerned authorities in this regard.**
28. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act. 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Service Provider at his own expenses, etc. and the Service Provider shall

report the compliance thereof to the Principal. The Service Provider shall be solely liable for violation of any provisions of the said Act or any other Act.

29. The Service Provider shall take all-reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of peace and protection of persons and property of the Institute.
30. 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 employee on the direction of the Principal or any other officer so authorised by him in this regard.
31. In case of any complaint/defect pointed out by the College authorities, the Service Provider shall immediately replace the person so deployed.
32. **LEAVE:** The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays, if admissible under various laws, which may be applicable in this regard. Leave Reserve for weekly rest and other holidays will be provided from within the sanctioned strength and no extra charges shall be claimed in this regard. Leave of any kind other than weekly rest is not admissible.
33. ***Payment of leave encashment of unavailed leave(s), if any, will be the sole responsibility of the Service Provider and the Chandigarh College of Engineering & Technology Chandigarh will not be liable to make any payment on this count.***
34. The Service Provider shall keep the College indemnified through **a fidelity bond of Rs. 20.00 Lacs** issued by a reputed insurance company against any loss caused to the College property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the Service Provider at various points. He shall be liable for paying for any loss caused to the College property. In case any employee of the Service Provider so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the Service Provider concerned to contest the same. In case College is also made a party and is required to contest the case, the cost, if any of the actual expenses incurred towards counsel fee and other expenses shall be paid to the College by the Service Provider. Further, the Service Provider shall ensure that no financial or other legal liability of any nature comes on the College in this respect.
35. The College shall have further right to adjust or readjust or deduct any of the amount as aforesaid from the payment to be made to the Service Provider under this Contract or out of the security deposits of the Service Provider.
36. In case of any deficiency in services by staff so deployed on contract basis or in the case of disobedience by the staff so deployed on duty, the Principal or any other officer authorised by him shall be at liberty to impose penalty as may be deemed fit upto a maximum of Rs.500/- for each such occasion after giving him an opportunity of being heard in person. The decision of the Principal shall be final and binding on the Service Provider.
37. **Termination of the Contract:** -  
The contract may be terminated in any of the following contingencies: -  
on the expiry of the contract period, without any notice;  

OR

on giving three months notice at any time during the currency of services, in case the services rendered by the Service Provider are not found satisfactory and in conformity with the general norms, terms and conditions of contract and the standard prescribed for the services

OR

on assigning of the contract or any part thereof or any benefit or interest therein or there under by the Service Provider to any third person for sub-letting the whole or a part of the contract to any third person, without any notice;

OR

on Service Provider being declared insolvent by the competent Court of Law without any notice;

OR

In case the Service Provider is not interested to continue the contract subject to the condition that the Service Provider shall give minimum three months notice. If the Service Provider does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be encashed in proportion to the period falling short of the specified notice period;

“Provided that during the notice period for termination of the contract, in the situation contemplated above, the **Service Provider shall keep on discharging his duties as before till the expiry of notice period**”.

38. In the event or exigencies arising due to the death, infirmity, insolvency of the Service Provider or for any other reason or circumstances, liabilities thereof of the contract shall be borne by the following on such terms and conditions, as the Principal may further deem fit in public interest or revoke the contract, namely :

Legal heirs, in case of sole proprietor.

Next partners, in the case of company or firm.

Otherwise the Principal shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

39. 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 of contract between the company / firm / agency / person or any legal entity and CCET, as the case may be, the said company / firm / agency / person or any legal entity shall be black listed in the light of latest notification(s) issued by Chandigarh Administration from time-to-time in this regard.

40. No party shall be allowed to be represented by the lawyer during any investigation, enquiry, dispute or appeal.

41. The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

42. **Force Majure:-** Any failure or omission or commission to carry out provision of this agreement by the Service Provider shall not give rise to any claim by one party against the other if such failure or omission or commission arise from an Act of God; which shall include all Acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lock outs and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared 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 any event which could be attributed to force majeure condition.

43. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be settled by the Principal by constituting the Committee consisting of three members. The decision of the Committee shall be final and binding upon both the parties.

**SCOPE OF WORK**

The work involves providing General Manpower and Sanitation Staff in the Chandigarh College of Engineering & Technology (Degree), Sector-26, Chandigarh as detailed below:-

Sr. No	CATEGORY OF CONTRACTUAL STAFF TO BE PROVIDED	QUALIFICATIONS AND EXPERIENCE	JOB REQUIREMENT.
1.	<b>Receptionist</b> <b>From Govt.Contingency:</b> Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-01</b>	Graduate in any stream from a recognized Institution.	General duties along with EPABX duties.
2.	<b>Hostel Supervisor</b> <b>From Student Fund:</b> Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-01</b>	Graduate in any stream from a recognized Institution.	All work relating to Hostel or any other duties assigned by the college authorities.
3.	<b>Peon/Attendant/Carpenter/Plumber</b> <b>From Student Fund:</b> Peon- 02 <b>From Govt.Contingency:</b> Peon/Attendants:- 20 Plumber:- 01 Carpenter:- 01 Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-24</b>	Middle pass preference will be given to Matriculate.	General duties as concerned / assigned by the HOD/Incharge of the Section/Department/Unit/ Office from time to time or any other duty assigned by College authorities.
4.	<b>Gate Check Peon</b> <b>From Govt.Contingency:</b> Gate Check Peon:- 01 Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-01</b>	Middle pass preference will be given to Matriculate	General duties as concerned / assigned by the HOD/Incharge of the Section/Department/Unit/ Office from time to time or any other duty assigned by College authorities.
5.	<b>Library Attendant</b> <b>From Govt. Contingency:</b> Library Attendant:- 02 Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-02</b>		General duties as concerned
6.	<b>Mali (Gardner)</b> <b>From Student Fund:</b> Mali- 05 <b>From Govt. Contingency:</b> Mali:- 03 Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-08</b>	Middle pass preference will be given to Matriculate.	Attend all type of work of mali and attend general duties assigned by the college authorities.
7.	<b>Safai Karamchari(s) (Sweepers/Sweepress):</b> <b>From Student Fund:</b> Safai Karamchari- 08 <b>From Govt.Contingency:</b> Safai Karamchari- 06 Basic Wage- Subject to revision, if any, as per orders of the Govt. from time to time. <b>No.of person to be deployed-14</b>	Middle pass preference will be given to Matriculate.	Attend all type of work and safai Karamchari (Sweepers/Sweepress) and attend general duties assigned by the college authorities.

**Note:- Any Other Category/post(s) in addition to above, specifically allowed by CCET(Degree Wing) at any subsequent stage as per requirement.**

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

**HYPOTHETICAL ILLUSTRATION FOR THE CALCULATION OF WAGES.**

The employees so employed on contract basis shall be paid wages on the D.C. Rates, Chandigarh or minimum wages/rates fixed by Labour Department, U.T. , Chandigarh whichever is higher notwithstanding any change in the rates of statutory contributions payable by the employer as per instructions of the Government issued from time to time. The firm(s) shall be required to submit their offers only for the administrative and Income Tax for all the categories of posts keeping in view their obligations and responsibilities as an employer to be performed by them as per the requirements of the tender document.

Sr.No.	Category of posts with the approximate emoluments payable by this institution.	Minimum wages being proposed for inclusion in the Tender Documents.	Basic wages + employers share and approximate Administrative supervision charges of the contract.	Employee's share of statutory contribution and Carry Home Salary.
1.	Group-D posts carrying the basic wage @ Rs.11,803/- subject to revision, if any, as per orders/instructions of the Govt. from time to time.	Basic minimum wages per D.C.Rates. EPF- (Employer's share) Employee's share @ 12% )  ESI- (Employer's share @ 4.75% . and employee's Share @ 1.75% of basic Wages).  EDLI- (Employer's share @ 1.36%) .  Net wages payable by the employer.  Carry home salary of the employee.  Estimated Administrative/ Supervision charges Payable to the service Providers at a hypothetical rate of 1.21% of basic Wages.  Total estimated wages/ expenditure involved on the contract employee in comparison to the regular employee.	11,803.00  1,416.00  561.00  161.00  13941.00  143.00  14084.00	1,416.00  207.00       10,180.00

**CHANDIGARH COLLEGE OF ENGINEERING & TECHNOLOGY (DEGREE), CHANDIGARH****TECHNICAL BID****PROFORMA TO BE FILLED FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER  
(PROOF SHOULD BE ATTACHED)**

1. Name of the Person/Organization/Firm, Location of its office with complete address both residential and permanent and Telephone/Fax No. \_\_\_\_\_  
\_\_\_\_\_
2. Status of Organization (whether Private/Public Sector Undertaking/ Sole Proprietor /Partnership/Cooperative Society etc.?). \_\_\_\_\_  
Documentary proof, if any be attached. (In case of the firms other than the sole proprietors, an abstract copy of such Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender be attached)
3. Whether Documentary Proof in support of 1 & 2 above attached? Yes/No
4. Whether copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender attached? Yes/No
5. Whether EMD in the shape of prescribed format as per terms and conditions attached? Yes/No
6. Does the firm have a continued experience of three (03) 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 lac per annum? The performance certificates issued by the competent authority duly indicating the value of such contract be attached. Yes/No
7. 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
8. Minimum average Annual Turnover of Rs. 50.00 lacs per annum from such services during the last three years. Copies of the audited balance sheet of three (03) years be attached. Yes/No
9. Whether a copy of latest audited Balance Sheet attached? Yes/No
10. 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 Principal, CCET (Degree), Chandigarh for an amount of **Rs.5.00 lacs** has been attached? Yes/No
11. Whether the self attested copies of the Service Tax No. attached? Yes/No
12. 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). Yes/No
13. Whether latest Income Tax Assessment Certificate attached? Please attach copy of PAN/TAN/Service Tax Number. Yes/No
14. Solvency certificate of an amount not less than Rs.20.00 lacs issued by a Scheduled Bank within the last one year is attached. Yes/No
15. Whether registered with the Labour Deptt.? Yes/No  
  
If yes, mention the Registration number and date. Attested copies of said certificate and its validity for Chandigarh be attached.
16. Has the firm been allotted EPF, ESI & EDLI Code Nos.? Yes/No  
  
If yes, mention the Code Nos. and attach proof in support thereof.
17. Any other information? Yes/No

Place: \_\_\_\_\_  
Dated \_\_\_\_\_Signature of Tenderer \_\_\_\_\_  
Full 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 tender(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 with the tender shall be rejected and Earnest Money be forfeited.
- (c) I undertake that I shall obtain all Registration(s)/Permission(s)/Licence(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 Sate Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/your 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 requirement of laws.
- (f) I shall give an undertaking by the 22<sup>nd</sup> 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 by any  
Central/State Governments/Union Territories/Departments/Offices/Statutory Bdies/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.

Deponent

Address

Dated, the

\_\_\_\_\_  
\_\_\_\_\_

**VERIFICATION:**

Verified that the contents of above affidavit are 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.

Dated, the

DEPONENT

**(Note : To be furnished on non-judicial stamp paper of Rs.15/- duly attested by a  
Magistrate/Notary Public).**



**ADDITIONAL INFORMATION/INSTRUCTIONS TO BIDDER(S) REGARDING  
E-TENDERING PROCESS.**

- (I) Tenders without Digital Signatures will not be accepted by the electronic tendering system. No tender will be accepted in physical form and in case it has been submitted in physical it shall be rejected.
- (II) Bids will be opened online as per time scheduled mentioned above.
- (III) Before submission of on line bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
- (IV) Principal, Chd. College of Engg. & Tech. (Degree Wing), Chandigarh will not be responsible for any delay in online submission of bids due to any reason whatsoever.
- (V) Bidders should get ready with the scanned copies of EMD as specified in the tender documents. The original instruments in respect of EMD in the shape of FDR or Deposit at Call or Term Deposit Receipt or Demand Draft in favour of the Principal, Chd. College of Engg. & Tech. (Degree Wing), Sector 26, Chandigarh should reach to the office on **09.03.2017 by 3:00 P.M.**
- (VI) The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
- (VII) Conditional price bid/offer shall not be considered and will be out rightly rejected.

