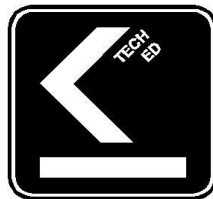


# **TENDER DOCUMENT**

**for**

## **Supply of Manpower**



Rs. 500/-

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**THE PUNJAB STATE BOARD OF TECHNICAL  
EDUCATION AND INDUSTRIAL TRAINING (PSBTE & IT)  
PLOT NO. 1, SECTOR 36-A, CHANDIGARH.  
PHONE NO. 0172-2622585, 2615389**

## Section I

1	Tender No./RFT Reference No.	PSBTE&IT/ 2019/75
2	Total pages	15
3	Description	Supply of Manpower
4	Total estimated cost of the tender/work	Rs. 2 crores approximate (which can further increased or decreased)
5	EMD	Rs. 4,00,000/-
6	<b>Sale of E-tender document</b>	26.08.2019 (11.00 am)
7	<b>E-tender document cost</b>	Rs. 500/-
8	Last Date of Submission of online tender	16.09.2019 11:00 A.M.
9	Date of Opening of Technical bid	17.09.2019 11:00 A.M.
10	Tenderer shall upload bids on the website	<a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>
11	The tender document shall also be available on the Board's website	<a href="http://www.punjabteched.com">www.punjabteched.com</a> and <a href="http://www.punjabteched.net">www.punjabteched.net</a>
12	Opening of Financial Bid	To be intimated later
13	If the date of opening of e-tender happens to be a holiday then the e-tender will be opened on the next working day at the same time.  Tenderers must ensure that their Digital Signatures are valid at the time of tender evaluation.	
14	The Punjab State Board of Technical Education and Industrial Training, Chandigarh shall not be responsible for any failure in uploading of the tender documents.	

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## Section II

### TABLE OF CONTENTS

<b>SECTION</b>	<b>PAGE NO.</b>
Section – III General Conditions	4
Section – IV Conditions Governing the Tender	5-11
Technical Bid	12-14
Financial Bid	15

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### **Section III**

#### **GENERAL CONDITIONS**

1. The Punjab State Board of Technical Education and Industrial Training (PSBTE & IT), Chandigarh invites bids "Supply of Manpower" through e-tendering. Tenderers are advised to study the tender document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
2. Bids are to be submitted online. A Valid Digital Signature Certificate(DSC) is mandatory to participate in the e-tendering process which may be procured from any of the authorized Certifying Authority (CA), such as; MTNL, TCS, emudhra, N-code, Sify. For participating in the e-tendering process, the Bidder shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID, Password. For any clarification/difficulty regarding e-tendering process e-Procurement helpdesk may be contacted 0172-2970263 / 2970284
3. Interested bidders can download the e-tender documents online from website <https://eproc.punjab.gov.in>
4. E-tender document fee as given in Section I (page 2) as applicable shall be strictly paid through online mode. Other mode of payment will not be considered.
5. The bidders will have to deposit Earnest Money deposit (EMD)/(Bid Security Refundable) as given in Section I (page 2) which is to be paid through online mode. Other mode of payment will not be considered.
6. E-tender processing fee (Non-Refundable) as applicable shall be paid strictly through online mode. Other mode of payment will not be considered.
7. Corrigendum / Addendum / Corrections, if any will be published on the website <https://eproc.punjab.gov.in>
8. This tender document is not transferable.
9. All bids are to be submitted online and no manual receipt of bids shall be entertained.
10. Tenders which are not on the prescribed tender form will be rejected straightway.
11. Tenders not meeting specifications as per the tender document will be rejected straightway.
12. The E-tender document fee/ E-tender processing fees shall not be refundable under any circumstances.
13. The successful tenderer will have to deposit a security amount as specified in this document.
14. Secretary, The Punjab State Board of Technical Education & Industrial Training, Chandigarh, reserves the right to amend the bid documents or extend the deadline for submission of bids.
15. The tenderer shall bear all costs associated with the preparation and submission of its bid, and the Board in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
16. The tenderer shall upload all the relevant documents on the e-tendering portal.

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**Section IV**  
**CONDITIONS GOVERNING THE TENDER**  
**For Supply of Manpower**

1. E-tenders for Supply of Manpower are invited from experienced and eligible registered/ licensed Manpower Suppliers/Agencies (Service Providers) for providing skilled / unskilled persons required for various services and job work, on contract basis initially for the period of one year, which may be extended further after mutual agreement between Board 's office and party/firm.
2. The tenderer shall be in the business of providing Manpower Services for at least three years during last five years to any Government/ Semi-Government/ Boards/ Corporations/ PSUs. The proof for the same must be uploaded along with Technical Bid.
3. The tenderer should have relevant experience of supplying of man power and having turnover of above Rs. 2 crores or above (Two Crores or above) each year for three financial years i.e. 2015-16, 2016-17 & 2017-18. The Proof for the same must be uploaded along with the technical bid.
4. The tenderer should have satisfactorily completed as prime Service Provider for Manpower of at least 100 nos. to one client (any Government/ Semi-Government/ Boards/ Corporations/ PSUs) or more than 50 nos. to 2 clients or more than 35 nos. to 3 clients for a minimum continuous period of six months in any one of the last five years. The proof for the same must be uploaded along with Technical Bid.
5. The tenderer should not have been declared as a defaulter or has not been penalized by Provident Fund Department / ESI for non-payment / less payment of dues to his employees. An Affidavit / Self Declaration regarding same should be uploaded along with technical bid.
6. The tenderer should not have been penalized for any reason by Board in the past for supply of Manpower. Affidavit/Self Declaration regarding same should be uploaded along with technical bid.
7. Tenderer should not be blacklisted/ debarred by any Govt. Department / PSU or any criminal case is registered against the tenderer / Service Provider or its owner/ partner anywhere in India. Affidavit/ Self Declaration regarding same should be uploaded along with technical bid.
8. The tenderer must furnish an undertaking that the information provided with the bid document is correct in all respect.
9. The tenderer must be registered with authorities/departments like ESIC, EPF Commissioner, GST, Registrar of companies, PAN, TAN, Income Tax and other mandatory registration. The proof of the same must be submitted online alongwith technical bid.
10. The Firm/ company/ tenderer not registered with GST (Goods and Service tax) will not be eligible to participate in the e-tender.

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11. Copy of Registration of having registered as Facility Management Company with the Registrar of Companies, Government of India or appropriate registration authority (Labour commissioner). The proof of the same must be submitted online alongwith technical bid.
12. The service provider shall submit a copy of labour license obtained from the Labour commissioner along with the tender. Further, the L1 firm in the financial bid will submit licence of providing manpower to Board within 15 days of work allotment. In case the L1 firm fails to submit this required document within stipulated time period then its work contract is liable to be cancelled and the work order will be given to L2 with the same conditions. Requirement of manpower will be intimated in writing separately by concerned officer of the Board and the contractor shall provide labour/workers/persons as demanded. Copy to be uploaded along with technical bid.
13. The Tenderer should be an income tax assessee and should have filed IT returns for the last three financial years i.e. 2015-16, 2016-17 & 2017-18. Copy of ITR for the last three financial years should be uploaded online along with the technical bid. If the tenderer fails to upload the required documents the tender will be rejected.
14. Each e-tender should be accompanied with earnest money as given in Section I (page 2), which is to be paid through online mode. Other mode of payment will not be considered as mentioned in Section III(6). No concession/ exemption regarding deposit of earnest money will be given on any ground what so ever and tenders not accompanied with earnest money will be rejected straightway.
15. Online Technical bids will be opened first as per schedule given in Section I (page 2) in the presence of those tenderers who may wish to be present. The financial Bid of only those tenderers will be opened, who are found to qualify as per "Technical Bid". Officers of the Board may inspect the premises of the tenderer in order to verify the particulars mentioned in the Technical Bid. Financial Bids will be opened after finalizing the Technical Bids.
16. The service provider should quote the rates of service charge figures in percentage (%age) as well as in words for all categories. The tender form should be signed by the service provider himself/ themselves or his authorised person on every page before uploading same on e-tender portal.
17. The successful tenderer will have to deposit a Security deposit @ 10 % of estimated cost of tender/work as per schedule given in Section I (page 2), for the due performance of the contract, in the form of fixed deposit for at least one year duly pledged in favour of Secretary, Punjab State Board of Technical Education and Industrial Training, Chandigarh covering the period of contract within 7 days from the date of issue of order. In case, the contract is further extended beyond the initial period, FDR will have to be accordingly renewed by the successful tenderer. The amount of security deposit will not bear any

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interest whatsoever. The amount of earnest money for successful bidder will be adjusted towards 10% security amount.

18. Audited Statement of Accounts and Balance sheet of year 2015-16, 2016-17 & 2017-18 to be submitted as documentary proof. If the tenderer fails to upload the required documents the tender will be rejected. In case the balance sheet is combined for different operations of the tenderer, certificates from the Chartered Accountant should be enclosed indicating the yearly turnover for providing Manpower services.
19. Bids from Joint Venture and subletting are not acceptable.
20. The tenderer will not charge any kind of fee from the persons to be sponsored for deployment in the Board. In case any complaint is received from the staff sponsored in this regard, the Board reserves the right to initiate action. The tenderer will undertake to pay the approved wages to the persons deployed in the Board through bank account.
21. Payment to the service provider shall be made through an Account Payee Cheque/bank transfer for deployment of personnel.
22. Successful Service provider has to submit Challan every month on account of EPF, ESI and other statutory obligations(with person wise details and its deposit receipt) having paid the said amount to respective authorities. A monthly certificate to this effect is to be provided along with the claim by the agency. The monthly challan should pertain to the persons provided to the Board for reimbursement. If the service provider fails to submit the statutory obligations (EPF/ESI/ others) by the date prescribed by the respective department, the amount of same will not be released.
23. The Board will deduct Income Tax at source (TDS) as provided under Income Tax Act, from the Service provider on the income comprised there in and other service charges, as per the instructions issued by the Government from time to time.
24. Terms and conditions outlined in this tender document will have to be complied with by the successful service provider. The provider should affix his signature as in token of his acceptance of all terms and conditions. Besides the successful service provider should have to execute an agreement.
25. The Board reserves the right to have a panel made out of the tenders submitted and in case the service provider selected fails to do the job successfully or leaves the job in middle of the contract period, his security amount deposited will be forfeited and the next service provider will be offered the assignment for the remaining period of the first award of the contract.
26. The Board reserves the right to cancel/reject full or any part of the tender for which tenderer do not fulfil the conditions stipulated in the general conditions and terms and conditions governing the tender and no correspondence thereof shall be entertained whatsoever.

*Signature and seal of Tenderer*

27. The tenderer / Service Provider shall ensure that none of their employees will be a member of any of the employees union(s) of the Punjab Government/Central Government / other employees, or take any interest in their activities.
28. The staff provided by the service provider for day to day work will work under the supervision of the officer of Punjab State Board of Technical Education and Industrial Training. The staff shall fully maintain the secrecy of documents of Punjab State Board of Technical Education and Industrial Training. He shall not divulge or disclose to any persons any details of this office, operation process, technical know-how, security arrangement, administrative/organizational matters as all are confidential/ secret in nature.
29. Board reserves the right to accept or reject any bid irrespective of its being the lowest in the interest of the Board. In awarding the contract, interest of the Board shall be paramount and in this regard the decision of the Secretary, Punjab State Board of Technical Education and Industrial Training shall be final.
30. The contract will be awarded for a period of one year at the first instance and the date will be reckoned from the date of award of contract, unless it is curtailed or terminated by this Board owing to deficiency of service, substandard quality of temporary personnel deployed, breach of contract, reduction or cessation of the job requirements etc. On expiry of the said period of Contract, the period of Contract may be extended upto certain period of time which is decided on mutual consent on the same rate and same terms and conditions.
31. The Board reserves the right to terminate the contract during contract period after giving a month's notice to the service provider.
32. Volume of work :
  - a) Subject as hereinafter mentioned the Board does not guarantee any definite volume of casual labours persons or any particular pattern of service at any time through-out the period of contract at any place/location.
  - b) No minimum volume of casual labours / persons to be engaged can be guaranteed during continuation of contract period of Service provider. The volume of workmen are likely to fluctuate (increase or decrease) and service provider should note that no claim shall be entertained for the compensation arising directly or indirectly out of such fluctuations in the volume of workmen to be handled during the contract period.
  - c) Scope of work:

Sr No	Name of Category	Essential Qualification & Experience
1	Skilled Worker	Qualification and experience as per the norms of the Punjab Govt/Board.
2	Unskilled Worker	Qualification and experience as per the norms of the Punjab Govt/Board.

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Note: Required as per the minimum DC rates fixed by D.C. Chandigarh on per day basis (to be revised time to time)

The Board may require the services of qualified/eligible person for different posts such as Clerk, Stenographer, Driver, Peon/Class IV or Unskilled casual labour etc. etc. from time to time.

33. The Service provider shall also be liable to place an advertisement in the newspaper (as per the need/vacancies in the Board, so that a proper panel can be available). The expenditure of advertisement shall not be reimbursed by the Board. The Board requires the minimum panel of three persons against each vacancy.
34. The service provider shall provide to the Board following documents for each personnel at the time of deployment to the Board:
  - a. Bio-data with photograph
  - b. Attested copy of matriculation certificate containing date of birth
  - c. Attested copies of Certificates of relevant qualifications and experience.
  - d. Character certificate from Class-I Gazetted Officer/Magistrate First Class/Group A Officer of the Central/State Government.
  - e. Police verification certificate by local police authority. (Positively within one month of deployment)

The person deployed shall be required to report for duty at 9:00 hrs in the office and would leave at 17:00 hrs, for 6 days of week with Sunday weekly off. One day wage shall be deducted, in case, person deployed is absent on a particular day but in case he/she comes late/leaves early on three occasions (15 minutes or above, upto maximum 2 hrs) one day leave will be deducted.

35. A claim is preferred to enable the Board to reimburse the claim of the service provider for that month. Service provider will also enclose the acquaintance roll with their bill for that month which will also be verified and certified by the Board from original documents to ensure that proper wages have been paid to the personnel concerned. The wages have to be paid by direct bank transfers only.
36. The service provider shall replace immediately any of its personnel, who are found unacceptable to this Board because of security risks, incompetence, conflict of interest, improper conduct, forgery etc. upon receiving written notice from this Board. Service provider will also be responsible for any misconduct, forgery, any illegal activity of his employees sent to the Board on duty along with the person concerned responsible for such illegal or immoral activities. Legal /other proceeding (if any) as per the law will be initiated against the defaulter person as well as the service provider.
37. The manpower requirements shall be purely temporary and seasonal.
38. The persons deployed by the service provider shall not claim any perks and other facilities admissible to casual, adhoc, regular/confirmed employees of this Board during the contract period or after expiry of the contract.

*Signature and seal of Tenderer*

39. The personnel deployed by the service provider to the Board shall at no time be treated as the employees of the Board and also shall have no claim to be regularized in the services of the Board. They shall remain the employees of service provider for all intents and purposes. But the service provider will not change the personnel once deployed by it in the Board without prior permission of the Board, as the frequent changes in deployment of persons may hamper the day to day working of the Board..
40. The service provider shall have to change over or replace the daily wagers personnel as and when required by the Board whether or not such personnel are found guilty of any misconduct. It shall not be necessary for the Board to assign any reason to the service provider or the concerned person or any other person in respect of any such change and replacement required by the Board.
41. The service provider will be responsible for making the payment through bank account directly to the supplied manpower by 7th of each month from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance etc otherwise a penalty of Rs.10,000/- will be imposed on service provider for that month.
42. The service provider shall be responsible for all injuries and accidents to persons employed by him. The workmen/persons shall be insured against personal accidents arising out of and during the course of their duties. In the event of injury, illness or mis-happening to any worker, the Board will not be liable to pay any compensation. The insurance cover shall include the liability under the workmen's Compensation Act.
43. The service provider shall abide by all the law of land including Labour laws (PF, ESI, Income Tax, GST or any other extra taxes levied by the Government) Companies Act, TDS liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the service provider and it shall not involve the Board in any way whatsoever.
44. In case the service provider does not follow the terms and conditions prescribed in this document, then service provider will be liable for penalty as prescribed by the Secretary of the Board.
45. The requirement relating to manpower of the Board may increase or decrease during the period of contract also and the service provider would have to provide additional personnel, if required on the same terms and conditions.
46. The Contractor shall be responsible for fulfilling all of his obligations towards the persons deployed under laws namely Maternity Act benefits, shops and establishment Act etc. as applicable and amended from time to time.
47. No conditional tender will be accepted and will be rejected out-rightly in very first instance.
48. If the Tenderer fails to upload the required documents the tender will be rejected straightway.

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49. As per Govt. notification vide No. 7/74/2018-1FP1/1539232/1 dated 1-8-2019, the maximum services charges paid to the service provide/contractor shall in no case be more than 2.5% (two and half percent) of the amount of contract.

CERTIFIED THAT I/WE HAVE READ THE CONDITIONS CAREFULLY AND UNDERTAKE TO ABIDE BY THEM FAITHFULLY. FURTHER CERTIFIED THAT I/WE WILL BE ABLE TO PROVIDE THE REQUIRED MANPOWER WITHIN THE STIPULATED PERIOD.

**Date:**

**Place:**

**(Signature of authorized person)**

**Full Name:**

**Office Seal**

*Signature and seal of Tenderer*

**TECHNICAL BID**

**Name of work:**

- 1. Supply of Skilled Worker**
- 2. Unskilled Worker**

1. Name of Service Provider: .....
2. Name of proprietor/Director .....
3. (i) Full Address of Regd. Office:.....  
.....  
(ii) Full Address of Office (near Chandigarh (if any):.....  
.....
4. Telephone No:..... Fax No :.....  
Mobile No.....
5. E-Mail Address.....
6. License No. & Registration details (as per condition No. 11 and 12 of section IV with documentary Proof)  
.....  
.....
7. PAN/GIR No.....(Upload attested copy)
8. GST Registration No.: ..... (Upload attested copy)
9. EPF Registration No: .....(Upload attested copy)
10. ESI Registration No. : .....(upload attested copy)
11. Please specify whether the firm is a Sole proprietorship or Partnership also specify the name, address and Telephone nos. of Directors/partners of the Firm (upload attested copy): .....

*Signature and seal of Tenderer*

12. List of major clients (Government/Autonomous/PSU/Pvt) with details of manpower provided. (as per condition No. 2 and 4 of section IV) a separate sheet for the list and proof of the same must be uploaded):

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13. Details of Earnest Money Deposit: Amount Rs. 4,00,000/- (Rs Four Lac only).

NEFT/RTGS.....

Date of transfer .....

OTC.....

Net Banking/ IPG.....

Transaction ID / UTR Number.....

14. Upload certified copies of Annual turnover of the last 3 financial years with balance sheets and also must Upload the income tax returns of three years as mentioned below. (as per condition 3,13 and 18 of section IV)

Financial Year	Amount (Rs. crores)	Remarks (if any)
2015-2016		
2016-2017		
2017-2018		

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- 15. Certify that the tenderer has not been declared as a defaulter or has not been penalized by Provident Fund Department / ESI for non-payment / less payment of dues to his employees. (Attach copy of affidavit/Self Declaration)
- 16. Certify that the tenderer has not been penalized for any reason by Board in the past for supply of Manpower. (Attach copy of affidavit/Self Declaration)
- 17. Certify that the tenderer has not been blacklisted/ debarred by any Govt. Department / PSU or any criminal case is registered against the tenderer / Service Provider or its owner/ partner anywhere in India. (Attach copy of affidavit/ Self Declaration)

**DECLARATION**

18. I.....son/daughter/wife of Shri..... authorised signatory of the agency/firm Mentioned above is competent to sign this declaration and execute this tender document.

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***(Signature of Tenderer)***

- 19. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
- 20. The information/documents furnished along with the above application are true /authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: .....

**Signature of authorized person**

Place: .....

Full Name: .....

Seal: .....

***Signature and seal of Tenderer***

