

From

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\_\_\_\_\_

To

The Labour Commissioner-cum- Secretary, Building & Other  
Construction Workers Welfare Board,  
17 Bays Building, Sector 17-D Chandigarh.

Offer No. \_\_\_\_\_

Dated:

**Subject: - Submission of Tender for the contract for outsourcing the services of various categories of employees such as Accounts officer, Superintendent, Accounts Assistants, Assistants, Stenographer, Assistant Computer Operators, Steno-typist, Securitymen, Sub Station and Generator Operator, Lift Operator, Electrician, Driver, Peons, Sweepers and Gardeners and other categories of staff for Labour Department, Punjab Building & Other Construction Workers Welfare Board and Punjab Labour Welfare Board as per requirement.**

Dear Sir,

With reference to your above mentioned notice inviting Tenders, I/We hereby officer to provide subject cited services to Punjab Building & Other Construction Workers Welfare Board at Chandigarh and in Punjab. I/We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for good conduct and behavior of the deployed staff, any complaint regarding their quality of service. In case of any dispute; the decision of the Principal Secretary, Department of Labour , Govt. of Punjab shall be final and binding on me/us.

A Demand Draft No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on Chandigarh intended for the prescribed amount of Rs.5,00,000/-(Rupees Five lac only) in favour of Punjab Construction Workers Welfare Board, Chandigarh payable at Chandigarh is enclosed as earnest money. I fully, understand that in the event of my/our offer being accepted, you shall adjust the earnest money in security deposit payable by me/us for the faithful and satisfactory execution of the contract.

My/our Provident fund and ESI numbers are PF \_\_\_\_\_ ESI \_\_\_\_\_ (proof attached) respectively and I/We shall be responsible for paying the PF and ESI of our Workers.

I/We shall have no claim to the refund of earnest money/security prescribed against the Tender in the event of my/our non compliance of the contract, provided such contract is implemented within the period of validity of my/our Tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory services/violation of any term or if I/We withdraw my Tender at any stage during the period of validity.

My/Our Tender shall remain valid for a period of 90 days from the last date prescribed for submission of the Tender against the above-mentioned notice.

My/Our Tender along with terms and conditions with relevant columns and Annexure duly filled in under my/our attestation and with each page of the Tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favourable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance. My/Our Tender constitutes a Firm Offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding under Indian Contract Act, 1872.

Thanking you,

Yours faithfully,

Signature (with name in capital letters)  
(with Stamp designation & Full Address)

Place \_\_\_\_\_

Date \_\_\_\_\_

## **CHAPTER-1**

### **TERMS AND CONDITIONS FOR PROVIDING SERVICES OF VARIOUS CATEGORIES OF EMPLOYEES SUCH AS ACCOUNTS OFFICER, SUPERINTENDENT, ACCOUNTS ASSISTANTS, ASSISTANTS, STENOGRAPHER, ASSISTANT COMPUTER OPERATORS, STENO-TYPIST, SECURITYMEN, SUB STATION AND GENERATOR OPERATOR, LIFT OPERATOR, ELECTRICIAN, DRIVER, PEONS, SWEEPERS, GARDENERS AND OTHER CATEGORIES OF STAFF TO PUNJAB BUILDING & OTHER CONSTRUCTION WORKERS WELFARE BOARD, CHANDIGARH.**

1. The Agency shall be responsible to provide the services of various categories of employees such as Accounts officer, Superintendent, Accounts Assistants, Assistants, Stenographer, Assistant Computer Operators, Steno-typist, Securitymen, Sub Station and Generator Operator, Lift Operator, Electrician, Drivers, Peons, Sweepers, Gardeners and other categories of staff for Labour Department Punjab, Building & Other Construction Workers Welfare Board and Labour Welfare Board, Punjab at Chandigarh and at field offices in Punjab.
2. The bidder must have:- (i). Registration under EPF, ESI and Service tax, (ii). Valid license under different labour laws. (iii). Minimum 5 years' experience in operation. (iv). Minimum 200 Personnel on its payrolls. (v). Minimum 3 running contracts for prestigious clients with more than 50 Personnel at one location. (vi). PAN number, TAN number and GST number. (vii). A turnover of at least Rs. 4 crore in year 2016-17 and annual turnover of at least Rs. 2 crore every year in 2015-16 & 2014-15.
3.
  - a. The Agency shall ensure that before deputing the Personnel, they will verify the antecedents of all of them and provide a Complete dossier of particulars of each personnel proposed to be deployed.
  - b. Labour Commissioner Punjab, Secretary Building & Other Construction Workers Welfare Board and Welfare Commissioner Punjab shall have the right to check, from time to time, the performance, Works of the deployed staff to his satisfaction.
4. Mere empanelment of agency does not entitle it for securing any work from clients. It is certified that mere empanelment of agency shall not mean that the Board is obliged to out source any service to the agency and the agency shall have no right to claim anything on this account. It shall be sole discretion of the Board whether It wants to out source any service or not.
5. The salaries of the staff will be governed by minimum wages fixed by Deputy Commissioner, Chandigarh in case the employees are deployed at Chandigarh and Department of Labour, Punjab in case the employees are deployed in Punjab State. In case minimum wage for a particular category has not been fixed by the Deputy Commissioner or the Labour Department Punjab then the salary/wage fixed by the authorities referred in para 3(6) above would be

adopted and payable. These authorities/clients may also fix lumpsum salary of any category of employees.

6. Amount to be charged by bidder should be quoted as percentage of the monthly wages bill including statutory payments of the employees to be outsourced by it. The package rate shall be net and nothing extra shall be payable over and above the accepted rates except GST levied by Govt. as per law and on actual basis. Nothing more will be paid except the wages bill and the charges of the contractor. only GST levied by Govt. of India shall be paid as an additional payment.
7. Agency shall comply with all statutory requirements existing or as promulgated from time to time viz. the payment of wages act, Provident Fund, Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act etc. Agency shall be held responsible, accountable, answerable, explainable, as the case may be. Further Agency shall not involve the authorities referred in para 3(b) above in any way what-so-ever in case of any violation of any law. The Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labour Rules and Income Tax etc.
8. That the personnel deployed by the Agency shall be removed/transferred immediately if the authorities/clients considers such removal/transfer is necessary on administrative grounds. In case of removal of such personnel, no claim shall be maintainable against these authorities/clients. Duration of contract shall be one year, subject to quarterly appraisal and review by the concerned authorities. In case the performance of the agency is not found to be satisfactory as per parameters of contract or not in conformity with the terms & conditions of the contract or not in conformity with the terms & conditions of the agreement, the contract can be terminated even prematurely and the security deposit shall be forfeited. The contract will stand terminated without any prior notice on the expiry of contract period. Contract may be extended further on yearly basis on same terms & conditions and rates at the sole discretion of the concerned authorities or Government.
10. If Board incurs any expenses or any liability is put on them in connection with the deployment of the Personnel of Agency, the same shall be adjusted from the bill of Agency.
11. The Agency shall submit a certificate alongwith the monthly bills certifying that the personnel deployed by them at the various work stations have been paid wages, as per the agreement and that all other statutory requirements and payments in this regard have been complied with.

12. Any Personnel so deployed shall remain on duty for the required time period.
13. All the assets and articles, if any, provided by the above referred authorities shall be the property of these authorities and Agency shall be merely the custodian of such assets and articles. On termination of contract any time earlier than the stipulated period or as these authorities may decide at its sole discretion, or at completion of contract, such property shall be handed over to the concerned authorities forthwith.
14. The payment for service under this agreement shall be made on monthly basis through A/c payee cheque /Bank draft or direct transfers through electronic means drawn in favour of the Agency after receipt of the bill for each calendar month, duly supported with the requisite details of the daily attendance and other records which shall be Open for inspection. The final payment shall however be made only after adjusting all the claims, if any.
15. The Personnel employed by the Agency will be the employees of the Agency and Boards or Government shall have nothing to do with their employment or non employment. The personnel employed by the Agency shall have no right whatsoever to claim employment from Boards or Government. In case of any loss to any personnel employed, that shall be responsibility of the Agency.
16. The personnel employed by the Agency will not join any union and shall have absolutely no claim for employment or any other claim on service matter in the Government or BOCW Board/Labour Welfare Board.
17. The Agency shall undertake, at their own expense to the satisfaction of the authorities/clients, a continual updating of skills and procedures followed by the personnel employed by organizing suitable training programs for them from time to time .
18. Any payment required to be made by the agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Agency. This would include specific responsibility with regard to the provisions of the minimum wages act and/or any other law, which may be applicable in the instant case. Board will in no case be responsible for default, if any, in this regard. Borad's liability towards personnel will be limited to the extent of the contract price accepted.
19. The Agency while discharging its duties will be bound by operational parameters given by the authorities/ clients from time to time.
20. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.
21. The contractor shall submit the following documents along with the Tender:
  - i) Up-to-date Income tax clearance certificate/latest income tax return duly attested by a gazetted officer.
  - ii) Earnest Money Deposit of Rs.5,00,000 ( Rupees Five lac only) shall be accepted in the form of Demand draft drawn in favour "Punjab Construction Workers Welfare Board" at Chandigarh.

- iii) The Earnest Money of the unsuccessful bidders shall be refunded within a month after the written acceptance of Tender to the Secretary BOCW Board without any interest. However, the EMD of the successful bidder shall be converted into security deposit and held by Secretary BOCW Board as performance guarantee.
22. Offer will be accepted in two sealed envelopes super scribed as "Original Tender Document containing Price schedule" (Financial bid\*) and "Commercial Document containing Earnest Money and other documents" (Technical bid\*\*) respectively.
- Both the envelopes should be enclosed in a separate sealed envelope, prescribed suitably with "Tender for proving services of various categories of staff.
- \* Financial bid should consist of Tender document duly signed by the bidder on every page and price schedule.
- \*\* Technical bid consist of the following:
- a) Earnest money in the shape of bank draft only
  - b) Updated income clearance certificate/updated income tax return alongwith PAN No.
  - c) Registration under, PAN,TAN,EPF, ESI and GST.
  - d) Certificate regarding five years in operation.
  - e) Certificate regarding minimum 200 persons on company's pay role.
  - f) Certificate regarding minimum 3 running contracts with more than 50 persons on location.
  - g) Undertaking for Labour Licenses under different labour laws.
- The financial bid of only those bidders will be opened who qualify in technical bid.
23. The Agency shall be responsible for all injury and accidents to persons employed by them while on duty.
24. The Agency shall be responsible for the good conduct and behavior of its Personnel. If any Personnel of the agency is found misbehaving with Board's/Government employees, the Agency shall terminate the service of such employee at their own risk and responsibility. The Agency shall issue necessary instructions to its employees to act upon the instructions given by above referred authorities or the Supervisory staff deployed by them.
25. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify in that capacity he is signing and also certify that he is fully empowered and competent to do so.
26. In the event of any loss being caused to BOCW Board/Labour Welfare Board/Government on account of the negligence of the employee of the agency, the agency shall make good the loss sustained by these authorities, either by the replacement or on payment of adequate compensation.

27. The Agency shall not appoint any sub-agency to carry out an obligation under the contract.
28. None of the Personnel of the agency shall enter into any kind of private work.
29. The professionals deployed by the agency shall be of good character and of sound health.
30. The agency shall maintain complaint Book which will be made available to the supervisory staffs of Government/BOCW Board/ Punjab Labour Welfare Board.
31. TDS /GST as applicable will be deducted/paid as per rules.
32. The Tender shall remain valid for a period of at least 90 days from the date of submission. If bidder withdraws or modifies the offer within this period, his Tender shall be cancelled and 50 (fifty) % of the Earnest Money shall be forfeited.
33. In exceptional circumstances, Labour Commissioner-cum-Secretary BOCW Board may request the bidders' consent for an extension of the period of bid validity. A bidder may however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
34. Any one or more of the following action/Commission/omission are likely to cause rejection of bid.
  - i) Any bid received late without conclusive proof that it was delivered before the specified closing time.
  - ii) Any bid not accompanied by required Earnest Money Deposit (EMD)
  - iii) Any bid received unsealed or improperly sealed.
  - iv) Any conditional bid and unsigned bid.
  - v) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Document.
  - vi) Any bid received without documents mentioned in this Tender notice.
  - vii) Any effort by a bidder to influence evaluation committee constituted in the bid evaluation, bid comparison or contract award decision.
  - viii) Any bid received with period of validity of bid shorter than 90 days.
35. Labour Commissioner-cum-Secretary, BOCW Board reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of Labour Commissioner-cum-Secretary Board's action.
36. Labour Commissioner-cum-Secretary Board is not bound to award contract at the lowest price received in the Tender if they are not substantially responsive.
37. The award of work order, when issued to the successful bidder, constitutes the contract with collateral terms and conditions of the Tender notices as well as

formal agreement on stamped paper affixed with non judicial stamps, all of which will finally form the contractual obligations to be adhered to/performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential action.

38. The bid shall not contain corrections, erasures or over writing.
39. The successful bidder shall have to execute an agreement with Labour Commissioner Punjab, Punjab Building & Other Construction Workers Welfare Board and Punjab Labour Welfare Board or its authorized representative on a non-judicial stamp paper of Rs. 200/- (Rupees Two hundred only) each and commence the work within 2 (two) weeks from the date of award, failing which the Board shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
40. The bidders are advised to refrain from stipulating any conditions in violation of the terms of the Tender. Labour Commissioner-cum-Secretary BOCW Board reserves the right to reject such Tenders in which condition(s) is stipulated, without assigning any reason thereof.
41. **Arbitration:-**
  - (a) Except otherwise provided else-where in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/ after completion or abandonment of work or during extended period, arises between parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Principal Secretary, Department of Labour, Punjab.
  - (b) If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns/withdraws for any reason from the positions of arbitration, it shall be lawful to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect, failing which the arbitrator shall be entitled to proceed denovo.
  - (c) The venue of arbitration shall be in the office of Secretary-cum-Labour Commissioner, Punjab or such other place as agreed upon at Chandigarh.
  - (d) The provisions of the Arbitration and Conciliation Act and any statutory modifications, re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

#### **42. FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, or any obligation under this contract, is prevented or delayed by reason of floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided a notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of Principal Secretary, Department of Labour, Govt. of Punjab as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or ;in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate Contract.

Provided also that if the contract is terminated under this clause, Labour Commissioner/Secretary, BOCW Board/ Punjab Labour Welfare Board will be at liberty to take over from the Agency, the Personnel, equipment etc. deployed in the offices until a new agency commences the operation.

**Labour Commissioner-cum-Secretary,  
Punjab Building & Other,  
Construction workers Welfare Board.**

## **CHAPTER-2**

### **Other instructions to bidders.**

1. The Bidders shall submit the following documents along with the Tender:-
  - i) Update Income Tax clearance certificate/latest Income Tax Return and last 3 years I.T.R. dully attested by a gazetted officer.
  - ii) Earnest Money Deposit of Rs. 5,00,000/-(Rupees Five lakh only) shall be accepted in the form of Demand draft drawn in favour of Punjab Construction workers welfare Board Chandigarh.  
  
The Earnest Money of the unsuccessful bidders shall be refunded within a month after the written acceptance of Tender to the successful bidder, without any interest. However, the EMD of the successful bidder shall be converted into security deposit and will be held by BOCW Board as performance guarantee.
  - iii) Copy of registration certificate of being a Company issued by Registration of Companies.
  - iv) Copy of balance sheet of last three years duly audited and attested by CA (Chartered Accountant).

2. A. Offer will be accepted in two sealed envelopes super scribed as "Original Tender Document containing Price Schedule"(Financial bid\*) and "Commercial Document containing Earnest money and other documents"(Technical bid\*\*) respectively.

Both the envelopes should be enclosed in a separate sealed envelope, prescribed suitable with "Tender Enquiry for Providing Services of various Categories of staff to Punjab Building & Other Construction Workers Welfare Board.

\*Financial bid should consist of Tender document duly signed by the bidder on every page and price schedule.

\*\*Technical bid should consist of the following:

- a) Earnest money in the shape of Bank Draft only.
- b) Updated Income Tax Clearance Certificate/updated Income Tax Returns duly audited by Chartered Accountant for last three years alongwith PAN Number, TAN Number.
- c) Registration under EPF, ESI and Service Tax/GST.
- d) Certificate regarding five years in operation.
- e) Certificate regarding minimum 200 persons working on company's pay role.

- f) Certificate regarding minimum 3 running contracts with more than 50 persons at one location.
  - g) Undertaking for Labour license.
- B. The Financial bid of only those bidders will be opened who qualify in a technical bid.
3. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify as to in what capacity he is signing.

A person signing the letter form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, Secretary BOCW Board may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to all cost and damages arising from the Cancellation of the including any loss which BOCW Board may have on account of execution of contract/intended contract.

Individual signing the Tender or other document connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

- 4. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 5. In the case of successful bidder the Earnest money deposit of Rs.5,00,000/- (Rupees Five lac only) shall be converted in to security deposit and held with Department as performance guarantee for the entire duration of the contract. No interest shall be paid on this.
- 6. The Tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his Tender shall be cancelled and 50 (fifty)% of the earnest money shall be forfeited.
- 7. Any one or more of the following action/Commission/omission are likely to cause rejection of bid:
  - I. Any bid received late without conclusive proof that it was delivered before the specified closing time.
  - II. Any bid not accompanied by required Earnest Money Deposit (EMD).
  - III. Any bid received unsealed or improperly sealed.
  - IV. Any conditional bid and unsigned bid.
  - V. Any bid in which rates have not been quoted in accordance with specified format/details as specified in the Bid Document.
  - VI. Any bid received without documents required.

**VII.** Any efforts by the bidders to influence evaluation committee constituted in the bid evaluation, bid comparison or contract award decision.

**VIII.** Any bid received with period of bid shorter than 90 days.

- 8.** Secretary, Building & Other Construction Workers Welfare Board, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder on the grounds of action.
- 9.** It is not binding to award contract at the lowest price received in the Tender and reserves the right to decide on the fair and reasonable price of the service Tendered for and counter offer the same to the bidders. All other terms and conditions of the Tender shall remain operative even if a counter offer rate is offered to the bidder(s). Rights are reserved to negotiate with the technically valid lowest bidder to arrive at the fair and reasonable price.
- 10.** The award of work order when issued to the successful bidder constitutes the contract with collateral support from terms and conditions of the Tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which shall finally form the contractual obligations to be adhered to performed by the bidder and the known performance of any of such obligations make the bidder liable for consequential effects.
- 11.** The bid shall not contain corrections erasures or over writing.
- 12.** The successful bidder shall have to execute an agreement with Department of on a non judicial stamp paper of Rs.200/-(Rupees two Hundred only) only and commence the work within 2 (two) weeks from the date of award, falling which Department shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit and the bidder shall be liable for all consequential actions as indicated in this Tender and security and conditions.
- 13.** The bidders are advised to refrain from stipulating any conditions etc. in violation of the terms of the Tender. Rights are reserved to reject such Tenders in which conditions are stipulated, without assigning any reason thereof.
- 14.** Any matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.
- 15.** The bidder shall submit the Tender document alongwith enclosed forwarding letter duly signed by the authorized signatory.

### CHAPTER-3

#### Format for mentioning the percentage of rate to be charged from the client

	Percentage of rate to be charged from the client, on the amount of salary including statutory charges payable by tenderer for providing the service will be _____ GST at Government rates shall be extra.
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Note:

- 1) The rates shall be net and nothing extra shall be payable over & above the accepted rates except GST levied by Govt. as per law and on actual basis.

(Signature of the Contractor)

(Seal)