

**NOT TRANSFERABLE**  
**TENDER FORMAT IS ISSUED IN DUPLICATE**  
**(ONE COPY SHALL BE RETAINED BY THE TENDERER)**

**RESIDENT COMMISSIONER OFFICE**  
**GOVERNMENT OF HIMACHAL PRADESH**  
Ph. No. 011-23711964  
23716124

27, SIKANDRA ROAD,  
NEW DELHI-110001

Dated: 20.11.2018

**GENERAL INFORMATION TO TENDERERS AND TERMS AND  
CONDITIONS GOVERNING CONTRACT FOR PROVIDING MANPOWER  
SERVICES OF DATA ENTRY OPERATORS, DRIVERS, PEONS ETC. IN  
HIMACHAL BHAWAN, NEW DELHI**

**Tender S. No.4064**

- A. Cost of Tender Form (in duplicate) Rs.500/- (Rupees five hundred only).**
- B. The tender documents may also be downloaded from the website of the Government of Himachal Pradesh that is [www.himachal.nic.in](http://www.himachal.nic.in) Those bidders who wish to download the tender documents from the office website would also be required to furnish the Tender cost of Rs.500/- through Bank Draft/Pay Order along with the Bid Documents and EMD**
- C. Tender will be submitted in two parts, viz., Technical Bid and Price Bid.**
- D. Last Date for receipt of Tender is up to 11 AM on 19/12/2018.**
- E. Technical Bid of the Tender to be opened at 3 PM on 19/12/2018.**
- F. Tender to remain open for acceptance up to and inclusive of 19/12/2018.**
- G. Price Bids of only technically qualified Tenderers shall be opened on a date to be intimated later on.**
- H. The contract which may arise from this Tender shall be governed by the terms and conditions of the contract as set out in the 'General Information to Tenderers' and as given in the tender form and its Annexure and Appendices.**

**GENERAL INFORMATION TO TENDERERS**

**1. Nature of Work:**

The Contractor shall provide manpower services of Data Entry Operators, Drivers, Peons etc. for a specified period, as and when instructed by the office of the Resident Commissioner, Government of Himachal Pradesh, Himachal Bhawan, New Delhi-110001 (hereinafter called the Office). Initially 2 Data Entry Operators, 4 Drivers and

2 Peons are required to be provided by the successful Contractor. However, the Office has the right to vary the requirement of manpower (including no. and type of manpower required) from time to time as per its needs.

**2. Qualification conditions for Tenderer:**

The tenderer should fulfill the following qualification condition:-

- (i) The Tenderer/Service Provider should have experience of having satisfactorily provided Man Power Services to Central Government/State Government Bhawans/Bodies /PSUs (both Central and States) for a period of at least 3 (three) years as on 31/03/2018 during the duration of last 5 (five) years.
- (ii) The Tenderer would be required to produce the experience certificate (s) containing the following details:
  - (a) Nature of work done/services provided.
  - (b) Period of Contract: It must indicate specific dates of commencement of contract and its completion. If the period of three years is not covered by a single certificate, more than one certificate even from more than one department may be attached. The single certificate or more than one certificate combined together must bring out that the tenderer has executed the contract of providing manpower services in respect of the period of 3 years covered by the certificate(s).

The contracts under execution will also be considered provided the certificate contains all the above details.

Please do not attach other experience documents viz., copies of assignment order, agreement, etc. other than the certificate(s) containing the above mentioned details.

**3. Qualifications of persons to be engaged :**

Sl. No.	Type of Personnel	Qualification
1.	Data Entry Operator	Minimum Graduate should possess a minimum speed of 30 w.p.m. in English Typing or 25 w.p.m. in Hindi Typing.
2.	Driver	Matriculate + LMV Driving License holder.
3.	Peon	Minimum 8 <sup>th</sup> Pass.

**4. Instructions for submitting Tender**

The instructions to be followed for submitting the Tender are set out as below:

- (a) The Tenderer must fill up and sign the forwarding letter in the format given in **Appendix-I** and also furnish full, precise and accurate details in respect of information asked for in **Appendix-II** attached to the Tender.

**(b) Signing of Tender**

Person(s) signing the Tender shall state in what capacity he is, or they are signing the Tender, i.e., as Sole Proprietor of the Firm, or as a Secretary/Manager/Director etc., of a Limited Company.

The person signing the Tender, or any documents forming part of the tender, on behalf of another, or on behalf of a Registered Firm shall be responsible to produce a proper power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the Registered Firm, as the case may be, in all matters, pertaining to the Contract. If the person so signing the tender fails to produce the said power of attorney, his tender shall be summarily rejected without prejudice to any other right of the Office under the contract and law.

The Power of Attorney should be signed by all the Partners in the case of a Registered Partnership Concern, by the Proprietor in the case of Proprietary Concern, and by the person who by his signature can bind the Company in the case of a Limited Company. The entire Tender document must also be signed on each page by the authorized person.

**5. Earnest Money**

- (i) Each Tender must be accompanied by an Earnest Money of **Rs. 15,000/- (Rupees fifteen thousand only)** in the form of a D.D/Pay Order issued by a Scheduled Bank, in favour of the '*Resident Commissioner, Government of Himachal Pradesh, New Delhi*' payable at New Delhi. Tender not accompanied by Earnest Money shall be summarily rejected. The earnest money shall be liable to forfeiture if the tenderer, after submitting the tender, resiles or modifies his offer or terms & conditions thereof for any reason whatsoever during the tender process, without prejudice to any other rights and remedies of the Office under the contract and law and the Tenderer will be liable for any loss suffered by the Office on account of its withdrawal, modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with the office for a period of five years.
- (ii) The Earnest Money will be returned to all unsuccessful Tenderers within a period of 15 days from the date of issue of the acceptance letter and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit.

**6. Security Deposit**

- (i) The successful Tenderer shall furnish, within seven working days of acceptance of his Tender, a Security Deposit of **Rs.30,000/- (Rupees thirty thousand only)** for the due performance of his obligations under the Contract. Security Deposit will be accepted through Demand Draft/Pay Order issued by a Scheduled Bank, in favour of the *Resident Commissioner, Government of Himachal Pradesh, New Delhi* payable at New Delhi. The Earnest Money of the successful tenderer can be adjusted towards security deposit, if he so desires.

- (ii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the office will not be liable for payment of any interest on the Security Deposit.
- (iii) In the event of the Tenderer's failure, after the communication of acceptance of the Tender by the office, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the office shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the office by such conduct of the Contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the office under the Contract and Law. The Contractor will also be debarred from participating in any future Tenders of the office for a period of five years.

## **7. DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER:**

- (i) No documents are to be attached with the **Price Bid**. Earnest Money and Cost of Tender together with other documents are to be annexed with **Technical Bid** only.
- (ii) The intending Tenderer should submit the following documents (in a serial clearly indicating the name of the document) with Technical Bid duly signed by the authorized signatory.
- (a) Income Tax PAN (Attach copy)
  - (b) Employees Provident Fund Registration No. (Attach copy)
  - (c) ESI Registration No. (Attach copy)
  - (d) Service Tax Registration No. (Attach copy)
- (iii) In addition the tenderer will submit the following:-
- (a) Experience Certificate: Tenderer must give documentary proof of experience as per clause 2 'qualification condition for Tender' of 'General Information to Tenderers'. The experience certificate(s) must contain the details as specified in Clause 2(ii) above.
  - (b) EMD of Rs. 15000/-
  - (c) Rs.500/- towards cost of tender.
  - (d) Other documents mentioned under different clauses, as per applicability, are to be attached with the Technical Bid.
- (iv) The Technical Bid shall be summarily rejected if any of the above mentioned documents are not furnished alongwith Experience Certificate, EMD of Rs.15,000/- and cost of tender documents of Rs.500/-, by the Tenderer with the Technical Bid.

## **8. Submission of Tender:**

- (a) The Tender shall be submitted in Two Parts viz. Technical Bid and Price Bid.
- (b) The original copy of the Tender along with the documents required under the Technical Bid is to be kept in one sealed envelope super scribed 'A' – **TECHNICAL BID**. The Price Bid will be kept in another sealed envelope super scribed 'B' – **PRICE BID**. Both the Bids will then be kept in another sealed envelope super-scribing '**TENDER FOR PROVIDING DATA ENTRY OPERATORS/ DRIVERS/PEONS**' and addressed to the Resident Commissioner Office, Government of Himachal Pradesh, Himachal Bhawan, 27 Sikandra Road, New Delhi–110001 with the name and address of the Tenderer.
- (c) The envelope containing the Technical Bid shall include the following:-
  - (i) The Tender document alongwith all its Annexure & Appendices duly signed on each page by the Tenderer.
  - (ii) Rs.15,000/- towards Earnest Money Deposit.
  - (iii) Rs.500/- towards cost of tender.
  - (iv) Documents as per Appendix II and clause 7 above ("Documents required to be attached with Tender").
- (d) Tenders which do not comply with these instructions or conditional tenders shall be summarily rejected.
- (e) The Tender Form shall be filled in by Tenderer clearly, neatly and accurately. Any alteration, erasures or overwriting should be duly initialed by the authorized signatory.
- (f) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the Tender.

## **9. Opening of Tenders:**

The Technical Bids will be opened in the office at the fixed time and the date indicated in the covering letter and tender documents. The Tenderer will be at liberty to be present either in person or through an authorized Representative at the time of opening of the Technical Bid. Price Bids of only those Tenderers shall be opened whose Technical Bids qualify, at a time and place of which Notice will be given. The Tenderer technically qualified will be at liberty to be present in person or through an authorized representative at the time of opening of the Price Bids.

- 10.** The office reserves the right to reject any or all the Tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his Tender by a letter/fax/email.
- 11.** In case of any clear indication of cartelization, the office shall reject the Tender(s), and forfeit the EMD.

12. The office will not enter into any negotiations even with the lowest Tenderer.
13. If the information given by the Tenderer in the Tender Document and its Annexure & Appendices is found to be false/incorrect at any stage, the office shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that the office may have under the Contract and law.

Deputy Resident Commissioner  
Government of Himachal Pradesh  
Office of the Resident Commissioner,  
Himachal Bhawan, 27 Sikandra Road,  
New Delhi-110001.  
Tel: 011- 23716574, 23716124

## ANNEXURE

### **TERMS AND CONDITIONS GOVERNING CONTRACT FOR PROVIDING MANPOWER SERVICES IN THE RESIDENT COMMISSIONER OFFICE, GOVERNMENT OF HIMACHAL PRADESH, NEW DELHI.**

#### **I. Definitions:**

- (i) The term 'Contract' shall mean and include the Invitation to Tender incorporating also the General Information to Tenderers, the Tender, its Annexure, Appendices, acceptance of Tender and such general and special conditions as may be added to it.
- (ii) The term 'Contractor' shall mean and include the person(s), Registered Firm or Company with whom the contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.
- (iii) The term 'Contract Rates' shall mean the rates of payment accepted by the office.
- (iv) The term 'office', wherever it occurs, shall mean the office of the Resident Commissioner, Government of Himachal Pradesh, New Delhi.
- (v) The term 'worker' shall mean contractor's employee i.e. DEO, Driver and Peon.

#### **II. Parties to the Contract:**

- (a) The parties to the Contract are the Contractor and *the Deputy Resident Commissioner acting on behalf of the office* and/or any other person authorized and acting on his behalf.
- (b) The person signing the Tender or any other documents forming part of the Tender, on behalf of any other person or a Registered Firm shall be deemed to warrant that he has the authority to bind such other person or the Registered Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority the office may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.
- (c) Notice or any other action to be taken on behalf of the office may be given/taken by the Officer acting on behalf of the office and/or any officer so authorized and acting on his behalf.

#### **III. Constitution of Contractors:**

- (a) Contractors shall, in the Tender, indicate whether they are a Sole Proprietary Concern or Registered Partnership Firm or a Private Limited Company or a Public Limited

Company. The composition of the Registered Partnership or names of Directors of Company, as applicable, shall be indicated.

- (b) The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- (c) The Contractor shall notify the office the death/resignation of any of his Partners/Directors immediately on the occurrence of such an event. On receipt of such Notice, the office shall have the right to terminate the Contract.

#### **IV. Subletting:**

The Contractor shall not sublet, transfer or assign the Contract or any part thereof.

#### **V. Liability for Personnel:**

- (a) All persons employed by the Contractor shall be engaged by him as own employees in all respects and all rights and liabilities under the Contract Labour (R & A) Act, 1970 or the Indian Factories Act or the Workmen Compensation Act or Employees Provident Fund & Miscellaneous Provisions Act or Minimum Wages Act or ESI Act and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the office against all claims whatsoever in respect of his personnel under the Workmen Compensation Act, 1923 or EPF&MP Act or ESI Act or any statutory modification thereof or otherwise for or in respect of any damage or compensation or penalty or interest payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the Contractor or not.
- (b) The Contractor shall during the period of Contract pay not less than minimum wages to the Data Entry Operators, Drivers & Peons engaged by him throughout the term of the Contract. Minimum wages shall mean the rates notified by appropriate authority and prevailing at the time of submission of Tender for the type of work as amended from time to time. In case of any ambiguity as to the category under which Minimum Wages are to be determined, the decision of the Officer authorized to act on behalf of the office shall be final and binding on the successful contractor.
- (c) The contractor shall be liable for making contributions, in accordance with the provisions of the Employees Provident Fund & Miscellaneous Provisions Act 1952, and the scheme framed there under in respect Data Entry Operators, Drivers & Peons employed by him. The Contractor shall recover the amount payable by such employees (Employees' contribution) from the monthly wage bill of the concerned employee and deposit the same alongwith employer's share thereon with EPF authorities in the prescribed challans in respect of all Data Entry Operators, Drivers & Peons deployed by or through him in the office. The responsibility and liability towards deposit of PF contribution in respect



of the Data Entry Operators, Drivers & Peons deployed by or through him in the office would solely and exclusively be with the Contractor. If, on account of default of the Contractor in making/depositing such payments or for any other reason, the office makes such contributions on behalf of the Contractor, the office shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments or otherwise in respect of the workers employed by the Contractor.

- (d) The Contractor shall submit to the office every month a statement showing recoveries of contribution in respect of employees employed by or through him and shall also submit proof of payments made by the Contractor towards EPF in respect of the personnel deployed by him in the office. The Contractor would be entitled to claim reimbursement of CPF (Employer's Contribution) and ESI in respect of employees working in the office on his behalf, only after such statutory payments have been deposited with the concerned authorities. The office will reimburse CPF ( Employer's contribution) and ESI subscription only on production of proof that such payments in respect of employees employed by or through him in the office have been deposited with respective Statutory Authorities.
- (e) In complying with the said enactments or any statutory modifications thereof, the Contractor shall also comply with or cause to be complied with the Labour Regulations Enactments made by the State Govt./Central Govt. from time to time in regard to Payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of Wage Book and Wage Slip, publication of the Scale of Wages and other terms of employment, inspection and submission of Periodical Returns and all other matters of like nature.
- (f) The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed by him. The office shall, in no way, be responsible for settlement of such issues whatsoever. The office shall not be responsible for any damages, losses, claims, financial or otherwise and injury to any person deployed by the Contractor in the course of their performing the functions/duties or payment towards any compensation.
- (g) For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in the office of Resident Commissioner, Govt. of Himachal Pradesh. The persons deployed by the Contractor shall not have claims of any master and servant relationship nor have any Principal and Agent relationship with or against the office.
- (h) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the office. Contractor should make this known to persons deployed by him.
- (i) The personnel deployed by the Contractor shall be the employees of the Contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to

casual, ad hoc, regular/confirmed employees of the office during the Contract or after expiry of the Contract.

- (j) Any liability arising out of accident or death of any personnel while on duty shall be borne by the Contractor.

#### **VI. Period of Contract:**

*The Contract shall remain in force for a period of two year from the date of issue of acceptance letter or such later date as may be decided by office. The office may extend the Contract on the same terms and conditions for a further period of three months to six months.*

*The Office reserves the rights to terminate the Contract at any time during its currency without assigning any reason thereof by giving thirty (30) days Notice in writing to the Contractor at the notified address and the Contractor shall not be entitled to any compensation by reason of such termination. The action of the Officer acting on behalf of the office under this clause shall be final, conclusive and binding on the Contractor.*

#### **VII. Security Deposit**

- (i) The successful Tenderer shall furnish, within seven working days of acceptance of his Tender, a Security Deposit of **Rs.30,000/- (Rupees thirty thousand only)** for the due performance of his obligations under the Contract. Security Deposit will be accepted through Demand Draft/Pay Order issued by a Scheduled Bank in favour of *the Resident Commissioner, Government of Himachal Pradesh, New Delhi payable at New Delhi. The earnest money of the successful tenderer may be converted into security deposit at the sole discretion of the party.*
- (ii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the Office will not be liable for payment of any interest on the Security Deposit.
- (iii) In the event of the Tenderer's failure, after the communication of acceptance of the Tender by the Office, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Office shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Office by such conduct of the Contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the Office under the Contract and Law. The Contractor will also be debarred from participating in any future Tenders of the Office for a period of five years.
- (iv) Upon satisfactory performance of the services and on completion of all the obligations by the Contractor under the terms of the Contract and on submission of (1) "No Demand

Certificate” from the concerned authority designated under the EPF and MP Act 1952 showing due and correct deposit in respect of workers employed by or through him for the contract period; and (2) on obtaining a “No Demand Certificate” from the assigned authority in the Office of the Resident Commissioner, Government of Himachal Pradesh, the Security Deposit will be refunded to the Contractor subject to deductions, if any, from the Security Deposit as may be necessary for recovering the claims of the Office against the Contractor. The Office will not be liable for payment of any interest on the Security Deposit or Earnest Money.

#### **VIII. Liability of Contractor for losses suffered by Office:**

The Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Office due to the Contractor’s negligence or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Office, or in particular to any property belonging to the Office, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Office regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Office, and the quantification of such losses, shall be final and binding on the Contractor.

#### **IX. Summary Termination of the Contract:**

- (a) In the event of the Contractor having been adjudged insolvent or going into liquidation or winding up its business or failing to observe any of the provisions of this Contract or any of the terms and conditions governing the Contract, the Office shall be at liberty to terminate the Contract forthwith without prejudice to any other right or remedies under the Contract and to get the work done for the unexpired period of the contract at the Risk and Cost of the Contractor and to claim from the Contractor any resultant loss sustained or cost incurred by the Office and/or forfeit the security deposit or any part thereof.
- (b) The Contractor shall be responsible to supply adequate and sufficient “manpower” under the Contract in accordance with the instructions issued by Officer acting on behalf of Office. If the Contractor fails to supply the requisite number of Data Entry Operators, Drivers & Peons etc., the Officer authorized by the Office shall, at his entire discretion and without terminating the Contract, be at liberty to engage other Agency at the Risk and Cost of the Contractor, who shall be liable to make good to the Office all additional charges, expenses, cost or losses that the Office may incur or suffer thereby. The contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another party.

**X. Recovery of losses suffered by the Office:**

- (a) The Office shall be at liberty to reimburse itself for any damages losses, charges, costs or expenses suffered or incurred by it due to Contractor's negligence and un-workmanlike performance of service under the Contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with the Office. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor as aforesaid shall be deducted from the Security Deposit, furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Office, the Contractor shall pay to the Office, on demand, the remaining balance of the aforesaid sum claimed.
- (b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the Contractor, the Officer acting on behalf of the Office shall have the right to forfeit the entire or part of the amount of Security Deposit of the Contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Office. The decision of the officer acting on behalf of the Office in respect of such damages, losses, charges, expenses or cost shall be final and binding on the contractor(s).

**XI. Responsibilities of the Contractor:**

- (a) The Contractor shall engage the required number of personnel as intimated by the Office from time to time. The Contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirements of the office. Only qualified, trained and experienced Data Entry Operators, Drivers & Peons will be supplied by the Contractor in the Office. The Contractor shall not change the personnel frequently without prior permission of the Office.
- (b) The Contractor shall be responsible for leave, uniforms, bonus and other fringe benefits to the manpower provided to the Office. The Data Entry Operators, Drivers & Peons will be provided an Identity Card by the Contractor.
- (c) In case any personnel provided by the Contractor is absent and no substitute is provided by the Contractor, then it will be treated as a default on the part of the contractor for which he shall be liable to pay penalty at double the rate of daily wages of the absentees and the same shall be deducted from the monthly wage bill.
- (d) The transportation, food and other such requirements in respect of each personnel of the Contractor will be responsibility of the Contractor.

- (e) In case at any point of time the office feels the need to replace the outsourcee provided by the contractor due to disciplinary reasons or any other reason, the contractor has to provide the suitable replacement within three days and not later than a week. In case of default on part of contractor, office reserves the right to impose suitable penalty as determined by the office.
- (f) The Contractor shall ensure deployment of suitable people after investigation of the character and antecedents by the local police and a certificate to this effect submitted to the Office. The Contractor shall also collect proofs of identity and other details of the workers to be deployed like driving licence, bank account details, previous work experience, proof of residence and recent photograph and withdraw such employees not found suitable by the Office, for any reason, immediately on receipt of such a request. In the case of change of any worker, payment of wages for that worker will be released only after submission of police verification.
- (g) The contractor shall be responsible for the good conduct of their employees and shall compensate the Office for losses arising from negligence, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The Officer acting on behalf of Office shall have the right to ask for the removal of any employee of Contractor who in his opinion is not performing the assigned duties and his decision regarding losses caused by neglect and misconduct etc. by the Contractor, their servants and agents or representative shall be final and binding on the Contractor.
- (h) The Contractor shall ensure that the workmen must rigidly follow all the rules and orders regarding entry, exit and safety precautions, conduct and discipline and will have to maintain strict law and order.
- (i) The Contractor's personnel should not consume drug /or beetle or liquor during the course of their duty. In case any of the personnel provided by the Contractor is found to be indulging in any suspicious activities or is found to be under the influence of alcohol or any other intoxicants while on duty or the conduct and integrity is found to be doubtful or performance is not found to be satisfactory, he/she shall be removed from duty immediately. Decision of the officer acting on behalf of the Office final and binding on the Contractor.
- (j) The Contractor's personnel shall not divulge or disclose to any person any details of the Office, operational process, technical know-how, security arrangements, and administrative/organizational matters being confidential/secret in nature.
- (k) The Office will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Contractor. The Contractor will ensure that the manpower provided by him the eligibility criteria in all respect will be followed to the respective service. The Contractor will be the employer of the manpower provided and the Office will have no concern/liability whatsoever in respect of their services. There would be no Master and servant relationship between the employees of Contractor and the Office and further that the said personnel of the Contractor shall not claim any future regularization and/or absorption to the office.

- (l) The Contractor shall intimate to the Officer acting on behalf of the Office, the name of one or more responsible representative(s) authorized to act on his behalf in day to day working of the Contract. It shall be the duty of such representative to generally remain in touch with the Officer acting on behalf of the Office and to report the progress and to take instructions in the matter. Such representative shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from the Resident Commissioner Office to the service provider shall be acknowledged immediately and required action taken.
- (m) Upon termination of the Contract, the Contractor is liable to remove all his personnel failing which the Office will be entitled to stop all payments due to the contractor.
- (n) The Contractor is liable to disburse the Minimum wages to the personnel engaged for the Office on the following month by 5<sup>th</sup> but not later than 7<sup>th</sup>, failing which Rs. 100/- per worker per day will be deducted from the bill(s). If the wages to the workers are not paid by 10<sup>th</sup> of the following month, the Contract would be liable to be terminated and Security deposit would be forfeited.
- (o) The Contractor will not tag any condition whatsoever, including payment of its bills, with the timely disbursement of wages to the personnel engaged for office of Resident Commissioner.

## **XII. Volume of work:**

Subject as hereinafter mentioned, the Office does not guarantee any definite number of Data Entry Operators, Drivers & Peons required by the Office at any point in time, or throughout the period of the Contract. The Office has the right to vary the requirement of manpower from time to time as per its needs.

## **XIII. PAYMENT:**

- (a) Indicative list of statutory payments to be made in respect of personnel employed by the Contractor under this Contract are as under:-
  - (i) Minimum wages as notified by State of Delhi from time to time
  - (ii) EPF including EDLI
  - (iii) ESIThe above list of statutory payments is only indicative and not exhaustive.  
The Contractor shall abide by all statutory provisions applicable to the Contract and timely deposit all necessary statutory payments. All statutory payments will be made on Minimum Wage only.
- (b) After disbursing payment of wages to the staff on or before 7<sup>th</sup> of the succeeding month, the contractor will raise the bill against the Office for payment of monthly wages along with a copy of Wages Sheet. Payment will be made by the Office on submission of bills in duplicate, duly supported by attendance certificates issued by the Officer acting on behalf of the Office.

- (c) The payments made by the Contractor towards EPF(Employer's contribution) including administrative charges, if any, and ESI in respect of the personnel engaged in the Office will be reimbursed by the Office on production of proof of such payments having been deposited with respective statutory authorities in respect of employees deployed by or through the Contractor in the Office. (please see clause V (d) above)
- (d) Service Tax shall be payable in accordance with the Service Tax Rules and the Contractor will claim the same separately
- (e) The Office shall not be liable for payment of any interest on any bill outstanding for payment.

#### **XIV. RATES:**

- (a) The Contractor shall quote his service charges for providing the manpower services on the percentage rate on minimum wages applicable on the date of submission of Tender. The Contractor is not entitled to claim any enhancement of service charge rates on any account during the tenure of the Contract. No escalation whatsoever shall either be claimed or considered.
- (b) In case the minimum wages are revised upward, the Contractor will be entitled to the quoted service charges on enhanced wages.

#### **XV. Force Majeure:**

The Contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Officer acting on behalf of the Officer shall be the final judge. Strikes by Contractor's workers on account of any dispute between the Contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the Contractor's control and the Contractor shall be responsible for any loss or damage which the Office may suffer on this account .

#### **XVI. Law Governing the Contract & Dispute resolution:**

The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the court of law of competent jurisdiction. The Courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract.

**FORWARDING LETTER**

Recent photograph of tenderer

From ( full name & address of the tenderer) \_\_\_\_\_

\_\_\_\_\_  
THE RESIDENT COMMISSIONER OFFICE  
GOVERNMENT OF HIMACHAL PRADESH  
27, SIKANDRA ROAD  
**NEW DELHI-110 001**

Sir,

1. I/we submit the Sealed Tender for appointment as Contractor for providing manpower services of Data Entry Operators, Drivers & Peons etc. for a period of TWO YEAR with provision for extension by three months to six months at the sole discretion of the Resident Commissioner Office (hereinafter called the Office) on the same terms and conditions.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the Tender document, its annexure & appendices and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 11/12/2018 and to the extension of the said date by a fortnight in case it is so decided by the Officer authorized by the Office. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/We also agree that if the date up to which the offer would remain open is declared a holiday for the Office the offer will remain open for acceptance till the next working day.
4. Demand Draft/Pay Order No \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ for Rs.15,000/- (Rupees fifteen thousand only) is enclosed as Earnest Money. In the event of my Tender being accepted, I agree to furnish the Security Deposit within 5 working days, as stipulated in the Tender.



5. Demand Draft/Pay Order No \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ for Rs.500/- (in words) is also enclosed towards cost of the tender documents..

6. I/We do hereby declare that the entries made in the Tender and Appendices/Annexure attached therein are true and also that I/We shall be bound by the act of my/our duly Constituted Attorney.

7. I/We hereby declare that my/our Firm/Company has not been blacklisted or otherwise debarred during the last five years by any Government or Public Sector Undertaking for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.

8. I/We hereby declare that no contract entered into by my/our Firm/Company with any Government or Public Sector Undertaking, has been terminated before the expiry of the contract period at any point of time during the last five years.

9. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any contract entered into by me with any Government or any other Public Sector Undertaking, or any Government during the last five years.

10. I/We hereby declare that I/We have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I certify that all information furnished by me/us is/are correct and true and in the event that the information is found to be incorrect/untrue, the Office shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the Contract, without prejudice to any other rights that the Office may have under the Contract and Law.

(Signature of Tenderer)

**Details of Tenderer**

( TO BE FILLED IN BY THE TENDERER)

1.	Name, date of birth and address of the Tenderer, email id & contact No.	
2.	Composition of Tenderer:- (state whether the Tenderer is a Proprietorship concern, or Registered Partnership Firm, or a Company). The name of the Proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3.	Particulars of the Head office and branches, if any, where located.	
4.	Income Tax PAN of the Tenderer.	
5.	Details of manpower services provided	

**List of Documents Attached**

- (1) Forwarding Letter(Appendix – I)
- (2) Part–A – Technical Bid along with all its Annexures and Appendices
- (3) The list of documents enclosed:
  - (a) Copy of Income Tax PAN No.  
Yes/No
  - (b) Copy of Employees Provident Fund Registration No.  
Yes/No
  - (c) Copy of ESI Registration No.  
Yes/No
  - (d) Copy of Service Tax Registration No.  
Yes/No
  - (e) DD/Pay order of EMD of Rs.15,000/-  
Yes/No
  - (f) DD/Pay order of cost of tender documents of Rs.500/-  
Yes/No

- (g) Experience Certificate as per cl. 2(ii) of General Information to Tenderer.  
Yes/No
- (h) Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/By-laws/Certificate of Registration etc. as applicable.  
Yes/No
- (i) Power of Attorney of person signing the Tender.  
Yes/No

Name and Signature of Tenderer  
With seal

**PRICE BID**

**THE RESIDENT COMMISSIONER OFFICE  
GOVERNMENT OF HIMACHAL PRADESH  
27, SIKANDRA ROAD  
NEW DELHI-110 001**

Sir,

I/We submit the Price Bid for appointment as Contractor for providing manpower services of Data Entry Operators, Drivers & Peons in the office of the Resident Commissioner, Government of Himachal Pradesh, New Delhi-110001.

2. I/We have thoroughly examined and understood all the terms and conditions as contained in the tender document and its annexure and appendices and agree to abide by them.

3. I/We hereby offer to provide Data Entry Operators, Drivers & Peons at the following percentage of service charges on the basic minimum wages notified by the State of Delhi applicable at the time of submission of tender for the entire tenure of the Contract. I/We undertake that I/we am/are not entitled to claim any enhancement of service charges on any account during the tenure of the Contract.

(a) Data Entry Operator @ \_\_\_\_\_% age \_\_\_\_\_ (in words) of minimum wages.

(b) Driver @ \_\_\_\_\_% age \_\_\_\_\_ (in words) of minimum wages

(c) Peon @ \_\_\_\_\_% age \_\_\_\_\_ (in words) of minimum wages

Any rates quoted in any other manner than the above will be summarily rejected. In case the minimum wages are revised upward, the contractor will be paid service charges at enhanced wages.

(ii) I/We undertake to make payment of not less than minimum wages as notified by the State of Delhi, from time to time, to the Data Entry Operators, Drivers, Peons and our aforesaid quoted percentage/ Service charges will be payable on basic Minimum Wage only and will remain the same during the currency of the Contract.

iii) I/We undertake to comply with all Rules, Acts and Regulations made by the State Government/Central Government from time to time pertaining to the Contract, including all Labour Laws.

(iv) I/We agree to keep the offer open for acceptance up to and inclusive of \_\_\_\_\_ and to the extension of the said date by fortnight in case it is so decided by the Officer acting on behalf of the Office.

v) Any upward revision in the basic minimum wages, the Contractor is entitled to the same, only if he/they satisfies/satisfy the Office that the same is passed on to his personnel engaged by him/them and not otherwise. Similarly any upward revision in the statutory payments, the Contractor shall be entitled to claim the same from the Office only after proof of the same having been deposited with the appropriate statutory authorities in respect of the Data Entry Operators, Drivers, Peons etc. employed by or through him in the Office.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared a closed holiday/Sunday for the Office, the offer will remain open for acceptance till the next working day.

5. Demand draft/Pay order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ (name and Branch of the Bank on which drawn) for a sum of Rs.15,000/- (Rupees fifteen thousand only) is enclosed as earnest money. Another Demand draft/Pay order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ (name and Branch of the Bank on which drawn) for a sum of Rs.500/- (Rupees five hundred only) towards cost of the tender documents is also enclosed, as desired. In the event of my Tender being accepted, I agree to furnish the Security Deposit as stipulated in the Tender.

6. I/We do hereby declare that the entries made in the Tender and its Appendixes/Annexures are true and also that I/we shall be bound by the act of my/our duly Constituted Attorney, and of any other person who in future may be appointed by me/us to carry on the business of the concern whether any intimation of such change is given to the Officer authorized to act on behalf of Office or not.

Yours faithfully,

(\_\_\_\_\_)  
**Signature of Tenderer**  
**(Capacity in which signing)**