



GOVERNMENT OF HARYANA / हरियाणा सरकार  
**LABOUR DEPARTMENT HARYANA**  
**श्रम विभाग हरियाणा**



Off.: 30 Bays Building, 1st Floor, Sector 17-B, Chandigarh-16001 (India) Tel: 91(0172)2701337 Fax: 91(0172)2701266  
 ऑफिस: 30 बेज बिल्डिंग, प्रथम तल, सेक्टर 17-बी, चण्डीगढ़ - 160017 (भारत) दूरभाष: 91(0172)2701337 फैक्स: 91(0172)2701266

### **TENDER NOTICE**

Labour Department intends to outsource the Clerks, Drivers, Peon and Chowkidar at various locations for a period of six months which can further also be extended as per requirement.

Sealed tenders along with earnest money of Rs. 15000/- in the shape of pay orders or demand draft in favour of the Labour Commissioner, Haryana payable at Chandigarh, are invited from the registered manpower service providers having at least three years experience in the related field and valid license from Labour/Home Department of the State/Union Territory and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned departments of the Government. The activities as a whole will be outsourced for which necessary manpower will be provided by the tenderer.

The interested agencies should send their offers on the prescribed tender documents which can be obtained alongwith details of terms & conditions from the O/O Labour Commissioner, Haryana Chandigarh or can be downloaded from the Web site [www. hrlabour.org](http://www.hrlabour.org). **or** [www. hrylabour.gov.in](http://www.hrylabour.gov.in). so as to reach the Labour Commissioner Haryana , 30 Bays Building, Sector-17, Chandigarh at least by 23<sup>rd</sup>, April, 2010 by 12:00 Noon duly superscribed on envelope, "**Tender for Clerks, Driver, Peons and Chowkidars**". The tenders will be opened on 23<sup>rd</sup> April, 2010 at 3.30 PM in the office of the Labour Commissioner, Haryana Chandigarh in the presence of tenderers who may like to be present.

The Labour Commissioner Haryana reserves the Right to accept or reject any/all tender(s) without assigning any reason.

Additional Labour Commissioner (Admn.)  
 Labour Department Haryana, Chandigarh.

**Tender Document for providing outsourcing services to the office of Labour Commissioner, Haryana.**

**PART-I**  
**ELIGIBILITY PARAMETERS**

1.	Name of the Organization/Firm applying for providing outsourcing services	
2.	Postal Address	
3.	Telephone/Fax/Mobile No. of the Organization/Firm.	
4.	Status of the Organization/Firm (Whether Private or Public Sector undertaking or Sole Proprietor or Partnership or Cooperative Society etc)/ The tender should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	
5.	Name of person to be contacted	
6.	Whether the tenders possesses the requisite experience, if yes, give details Separate sheet be attached, if needed.	
7.	Particulars of Licence obtained from Labour/Home Department of the State/UT (attested copy of the document to be attached).	
8.	Details of PAN/TAN No. obtained (attested copy of the document to be attached)	
9.	The details of Service Tax No. allotted to organization/firm. (Copy of document to be attached).	
10.	Details of Registration with the authorities in ESI/EPF/PPF Departments. (attested copy of the document to be attached).	
11.	Financial resources, assets in terms of tender's property. (Moveable and Immovable) held on the date of submission of tender (Latest audited balance sheet is also be to attached).	
12.	Details of earnest money.	
13.	Declaration in the form of Affidavit that the individual/Firm/Organization including its partners and share-holders, was not black listed/prosecuted by any Departments/Statutory Bodies in Haryana or by any Court of Law, is to be attached.	

**PART-II**  
**Financial Bid**

**Lump sum Rates to be quoted for various Activities at various locations including Wages, EPF, ESI, Service Tax, Administrative charges etc.**

Sr. No.	Activity		Name of the Location	Minimum No. of persons to be deployed	Lump sum Rates for the activity per month (in Rs. )
1	2		3	4	5
1.	For Labour Department	Clerk	Chandigarh	14	At Deputy Commissioner's rates wherever applicable, under the Minimum Wages Act.
			Ambala	3	
			Faridabad	17	
			Gurgaon	11	
			Rohtak	1	
			Panipat	1	
			Panchkula	1	
			Yamuna Nagar	1	
			Bhiwani	1	
			<b>Total</b>	<b>50</b>	
2.		Driver	Chandigarh	1	
			Gurgaon	3	
			Hisar	1	
	<b>Total</b>		<b>5</b>		
3.	Peon	Chandigarh	13		
		Faridabad	3		
		Gurgaon	2		
		Ambala	1		
		Panipat	2		
		<b>Total</b>	<b>21</b>		
4.	Chowkidar	Ambala	1		
		Gurgaon	1		
		Panipat	1		
		Faridabad	1		
		Yamunanagar	1		
		Karnal	1		
		Sonepat	1		
		Panipat	1		
		<b>Total</b>	<b>8</b>		

**Note :**

- (i) The tender should visit the site before filling in the tender so that he could assess the requirement of the manpower at that particular site and accordingly fill in the Col. No. 4 & 5 of the financial bid.
- (ii) The rates quoted above shall remain valid for one year and no enhancement whatsoever shall be claimed by the tenderer.
- (iii) The material for Clerks, Drivers, Peons and Chowkidar services shall be provided the by the office of Labour Commissioner, Haryana, Chandigarh and its field offices.

- (iv) Leave reserver for weekly rest and other holidays/National holidays shall be provided by the Service Provider and no extra charges will be paid by Labour Department.
- (v) The selected agency will have to sign a service agreement on the given format within seven days from the date of the receipt of work order.

I/We certify that I/We have read the terms and conditions of the tender as well as the provisions as mentioned in the service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages, Act, 1948 along with all other statutory dues as Employees Provided Fund, Employees State Insurance, Employees deposit Link Insurance etc to his employee. I/We undertake to observe the compliance of all the relevant labour laws as applicable viz. Payment of wages act, 1936, Minimum Wages Act, 1948 Contract Labour (Regulation and Abolition)Act. 1948, Contract Labour (Regulation and Abolition) Act, 1970, State/UT Contract Labour/(R&A) Rules, 1974, EPPF Act, 1952, ESI Act (1948) as applicable and as amended from time to time and or any other Rules framed there under from time to time by the Central or State Government and or any authority constituted by or under any law, for the category of persons deployed be me/us

Certified that I./We have read over the tender documents containing the nature and scope of work, terms & conditions and the Draft of Service Agreement and have understood the contents.

I/We undertake to abide the terms and conditions as laid down in the tender document and the service agreem3n t in case the work order is allotted to me/us in near future.

Place  
Dated :

Signature of tenderer \_\_\_\_\_  
Name of the Tenders \_\_\_\_\_  
Address \_\_\_\_\_

**(A) Nature and Scope of work to be outsourced**

Sr. No.	Activity to be outsourced		Location where manpower is required		Job requirements
1	2		3		4
1.	Labour Department	Clerk	Chandigarh	14	The manpower to be provided by the outsourcing agency for a particular activity would be performing their duty at the respective location to entire satisfaction of the concerned Officer. It will be the responsibility of the outsourcing agency to ensure that the manpower provided by them cater to the entire area. Clerks, Drivers, Peons and Chowkidar services to be provided by the agency should be having a working knowledge and experience of the respective job.
			Ambala	3	
			Faridabad	17	
			Gurgaon	11	
			Rohtak	1	
			Panipat	1	
			Panchkula	1	
			Yamuna Nagar	1	
			Bhiwani	1	
			<b>Total</b>	<b>50</b>	
2.		Driver	Chandigarh	1	
			Gurgaon	3	
			Hisar	1	
			<b>Total</b>	<b>5</b>	
3.		Peon	Chandigarh	13	
			Faridabad	3	
			Gurgaon	2	
			Ambala	1	
			Panipat	2	
			<b>Total</b>	<b>21</b>	
4.		Chowkidar	Ambala	1	
			Gurgaon	1	
			Panipat	1	
			Faridabad	1	
			Yamunanagar	1	
			Karnal	1	
			Sonepat	1	
			Panipat	1	
			<b>Total</b>	<b>8</b>	

**(B) TERMS & CONDITIONS**

1. All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document submitted without the earnest money deposit will be summarily rejected.
2. In case the date of opening of a tender is declared as a holiday the tender shall be received/opened on the next following day at the same time.
3. The Agency will have to deposit security to the tune of Rs. 50,000/- in the shape of "Fixed Deposit Receipt" covering the period of contract duly pledged in favour of the Labour Commissioner, Haryana, Chandigarh.

4. The manpower to be provided by the agency shall always remain the employee of the agency for all intents and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any court of law.
5. All the staff deputed in the Labour Department should always be in uniform provided by the contracting agency. In case the employees of the service agency is not found in proper uniform, the Department reserves the Right not to allow such persons within the premises. The agency will supply the complete uniforms to the staff in consultation with Department within seven days from the date of entering into contract.
6. All the persons engaged by the service agency/provider should be healthy, physically fit and free from communicable diseases. The agency should quote the consolidated lump sum rates per month in respect of staff deputed in the Department including wages and other statutory liabilities and benefits such as PF, ESI, etc. available to the employees under Labour/Minimum Wage Act.
7. The service provider shall be responsible for the attendance of his staff in the Department. In case of any staff of the agency remains absent or granted leave by them, they will sent/arrange his/her substitute otherwise a penalty of Rs. 100/- per day per person will be imposed on him and the penalty so imposed will be deducted from the bill of the agency.
8. In case of inability of personnel deputed to the job in this Department the same will be got done from the market at the cost of service provider and amount will be deducted from the bill presented in the Department.
9. In case the contractor discontinues the contract before the expiry of the period his security shall be forfeited.
10. The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, parentage, residential address, date of birth, academic qualification previous experience etc. along with a photograph of the person.
11. The Labour Commissioner, Haryana Chandigarh or his nominee shall be at liberty to check any time, the deployment of manpower by the service provider.
12. The antecedents of the personnel deployed by the service provider should be credible and above board.
13. The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft breakage; the agency will be responsible. The Labour Commissioner Haryana, Chandigarh will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of the Labour Commissioner, Haryana to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Department.

14. That the agency shall not sub let the contract to any other concern/individual.
15. The Agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act and disburse the wages in the premises of respective complex in the presence of person authorized by the Department on or before the 10<sup>th</sup> each month. The PF/ESI contribution will be released after seeing the statement that the agency have deposited its part of the contribution in advance.
16. The Agency will be responsible for the payment of statutory liabilities such as PF/ESI and other charges etc, if any, in respect of persons deputed in the Department and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill.
17. The service agreement will be for a period of six month from the date of taking over the charge of work. The Department may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions. Besides this, the services of the service provider can be taken for other complexes on the same rates and terms & conditions for a particular activity.
18. Income tax applicable, if any, as per income tax rules shall be deducted from the monthly bill (Gross Amount) of the Agency.
19. The Agency will have to deposit earnest money of Rs. 15,000/- with the tender in favour of Labour Commissioner Haryana, Chandigarh in shape of pay order/demand draft payable at Chandigarh.
20. The agency awarded annual contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement. No cash will be accepted
21. The agency will be responsible for obtaining a licence/renewing the licence as the case may be, from the Licencing Authority under the Contract Labour (Regulation and Abolition) Act 1970 and the Department shall not be responsible for any damage/losses on this account.
22. The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.
23. The Labour Commissioner Haryana, Chandigarh reserves the right to terminate this contract at any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
24. That in case of any dispute with regards to the service agreement, the same shall be subject to arbitration by the Labour Commissioner Haryana Chandigarh whose decision shall be final and binding on both the parties.

## **TERMS AND CONDITIONS REGARDING OUTSOURCED THE SERVICES/ACTIVITIES**

1. The service provider shall operate and provide services to the Department at its various sites as and when required.
2. The regularity of the performance of the service will be the essence and shall form a central factor. The service provider takes all possible steps to ensure to maintain its performance as determined by the Department from time to time.
3. The assessment made by the service provider including number of personnel of various descriptions as required to provide/give the required quality of service shall be final and acceptable by and binding upon the Service Provider.
4. If the Department notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Department.
5. If any of the personnel of the Service Provider indulges in theft, negligence of any illegal/irregular activities, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Department or itself can take action in accordance with law.
6. The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations.
7. All payments made by the Department shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
8. The Service Provider, being the employer in relation to persons engaged/employed by it to provide the services under the terms and conditions shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and/or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.
9. The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 10<sup>th</sup> day of every calendar month. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Department.
10. The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at Department's option, and would be subject to verification at any time. The Department may refuse the entry into its premises to any personnel of the Service Provider not bearing such identity card or not being perfectly uniformed provided by Service Provider.

11. The Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc. Department shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/or indirectly, in any manner whatsoever.
12. Service Provider shall obtain all registration(s)/permissions(s)/license(s) etc. which are/may be required under any labour or other legislation(s) for providing the services.
13. The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the Department or otherwise.
14. The Service Provider shall at all times Indemnify and keep indemnified that Department against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the Department which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Department shall be as provided hereinbefore.
15. The Service Provider shall at all times indemnify and keep indemnified the Department against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
16. That the Service Provider has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations with the satisfaction of the Government.
17. The Service Provider has complied with and obtained necessary permissions/license/authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations.