

**Mission Director, NHM PUNJAB
State Health Society Punjab
Prayaas Building, Sector 38 B, Chandigarh.**

TENDER DOCUMENT

**TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF
MANPOWER**

IMPORTANT INSTRUCTIONS FOR BIDDERS

1. Tender will be accepted in physical form and in case it has been submitted in other form it shall be rejected.
2. A complete set of bidding documents specifying eligibility criteria, specifications and other terms and conditions applicable for the above said tender may be obtained from O/o Mission Director, NHM-Punjab, as per address mentioned above from **31.05.2019 to 24.6.2019** between 9:00 AM to 5 PM on any working day upon payment of Rs. 500/- towards Tender document cost in cash or Demand Draft payable in favor of **“State Health Society, Punjab”** payable at Chandigarh.
3. Tender document can also be obtained through post by sending a Demand Draft of Rs. 700/- in favor of **“State Health Society, Punjab”** payable at Chandigarh. The request in this regard may be addressed to Mission Director, NHM on the above address. However, NHM will not be responsible for any postal delays on either side. The tender document can also be downloaded from official website <https://nhmpunjab.in> In case the downloaded tender document is used for submission of bids, the tenderer has to submit along with tender a Demand Draft in favor of **“State Health Society, Punjab”** payable at Chandigarh for Rs. 500/- towards tender document cost. The tender not accompanied by tender document cost and EMD prescribed in the tender document will be straightway rejected.
4. Before submission of bids, bidders must ensure that copies of all the necessary documents have been attached along with the bid.
5. STATE HEALTH SOCIETY, PUNJAB will not be responsible for any delay in submission of bids due to any reason whatsoever.
6. The Earnest Money Deposit is acceptable only in the form of Demand Draft drawn in favour of STATE HEALTH SOCIETY, PUNJAB and payable at Chandigarh. The bidder is required to submit EMD addressed to Mission Director, National Health

Mission, Punjab, Paryas Building, 5th Floor, Sector 38 B, Chandigarh on the specified date.

7. The tenderer should submit their tender in three parts i.e.(i) Bid Guarantee (Earnest Money Deposit and Tender fees) (ii) Technical Bid (iii) Financial Bid. Each part should be submitted separately as explained below:
 - (i) Bid Guarantee (Earnest Money Deposit) in physical form should be placed and submitted in a separate cover duly super-scribed “EMD FOR AWARD OF CONTRACT FOR PROVIDING MANPOWER and submitted in the name of Mission Director, National Health Mission, Punjab on the specified date.
 - (ii) Technical Bid/Tender Document including Section-A to Section-E along with Annexure-I to Annexure-V should be in a separate cover.
 - (iii) Price Bid should be in sealed cover in separate envelop.
8. The Tenderer should keep his offer valid for acceptance for a period of 60 days from the date of opening of the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
9. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) and Tender fees under any circumstances.
10. The tender shall be opened on the specified date and time. In the event of the date of receipt or opening of tender being declared a holiday for the State Health Society, Punjab and the last date of receipt / opening of the tender shall be the next working day at the same time and venue.
11. The tenderer(s) shall be at liberty to be present, in person or be represented through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are to be present, **they must furnish the authority letter from the tenderer whom they are representing otherwise they will not be allowed to participate in the opening of the tender.**
12. Subletting of contract after allotment is not allowed under any circumstances
13. The State Health Society, Punjab does not bind itself to accept lowest or any other tender. It also reserves the right to negotiate with lowest bidder to arrive at a fair and reasonable price. The SHS, Punjab further reserves its right to reject all bids and annual the bidding process at any time prior to award of contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

The bidders are required to submit realistic/ reasonable and justified rates in respect of supply of manpower, profit/ service charges/ administrative charges. They should also take into consideration the deduction of TDS and other statutory deductions at source, etc. Any bidder, quoting rates for the supply of manpower, profit/ service charges/ administrative charges, which are unrealistically/ unreasonably low/ high vis-à-vis the estimated rate, indicated in the Price Schedule (Section-F) of the tender document, shall be out rightly rejected.

14. In case of violation of any of terms and conditions as mentioned herein, Earnest Money of the tenderer(s) shall be forfeited in full by the State Health Society, Punjab.
15. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/ authority to whom he shall submit the tender or the tender accepting officials/ authority before the finalization of tender shall render the same liable for rejection.
16. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/ relax any terms and conditions of the tender.
17. The tendering document includes the following:

a	A copy of tender notice at Section-A
b	Scope of work at Section-B
c	Eligibility and other terms and conditions for the bidders at Section-C
d	Terms of payment at Section-D
e	Check list for evaluation of Technical bid at Section-E
f	Performa for price schedule at Section-F.
g	Forwarding letter for Technical bid at Annexure-I
h	Bidders particulars Performa at Annexure-II
i	Certificate of works by bidder at Annexure-III
j	Certificate for work/ performance at Annexure-IV
k	Performa for affidavit for non-blacklisting and competency at Annexure-V

SECTION-A

STATE HEALTH SOCIETY, PUNJAB TENDER NOTICE

Tender is hereby invited by the **STATE HEALTH SOCIETY, PUNJAB** for providing manpower at State Health Society, Punjab as per details given below:

Name of Work	Period of Contract	EMD
Providing Manpower	Initially two years, extendable by another one year	Rs. 2.00 lacs (Two lacs)

Milestone dates of tendering:

1.	Date of Pre Bid Conference	10.6.2019 at 11:00 AM O/o Mission Director NHM Punjab.
2.	Availability of tender form	Start date : 31.05.2019 End date : 24.06.2019
3.	Clarification, if any.	Start date : 31.05.2019 End date : 21.06.2019
4.	submission of tender	Start date : 31.05.2019 End date : 24.06.2019 upto 12:00 PM Between 9:00 AM to 5:00 PM
5.	Opening of technical bid	Date: 24.06.2019 at 3:00 PM
6.	Opening of Financial bid of technically qualified bidders	To be intimated separately.

Important Notes:

- (I) Bid document can be downloaded from the website of State Health Society, Punjab i.e. <https://nhmpunjab.in> from 31.05.2019 to 24.06.2019 or collected personally from O/o Mission Director NHM Punjab on payment of Rs. 500/- in cash or DD/Accounts Payee Cheque in favour of State Health Society Punjab.
- (II) The agency has to produce documents such as EMD (original document) and self-attested copies of eligibility documents as mentioned in Section-C/ Section-E (properly attached and marked in the same sequence as that indicated in Section-E) and other necessary documents on the date fixed for the same as above. The failure of the agency to furnish the said documents will entail summarily rejection of its tender.

- (III) The details of Terms & Conditions are available in the respective Tender documents
(Section-C)
- (IV) The Competent authority reserves all rights to reject any or all the tenders without assigning any reason.

SECTION-B

State Health Society, Punjab require 478 nos of staff under various categories on outsourcing as detailed at section F. Bids are invited from the eligible bidders for providing staff on outsourcing.

B. Eligibility and other terms and conditions for the bidders

B.1 Eligibility Conditions

1. The bidders should fulfill the following requirements.
 - (a) The bidder/firm/organization should be registered with registrar of companies/firms. (Enclose certificate of incorporation)
 - (b) The bidder should not have been black listed/prosecuted by any Govt. / Statutory bodies/autonomous organization under any court of law. Also, the bidder should have requisite capacity and competence to provide services as mentioned in scope of work.
 - (c) **The bidder should have minimum two years' experience of providing manpower of at least 200 Nos.**
 - (d) The bidder should have minimum average annual turnover of Rs. 1 crore (100 lacs) in last three years i.e 16-17, 17-18 and 18-19. (Self-attested copy of the turnover certificate should be attached in original)
 - (e) The bidder should have
 - (i) Valid Labour license issued by Govt.
 - (ii) EPF, ESI, EDLI Code number
 - (iii) GST Number
 - (iv) PAN No. and TAN No.(Enclose self-attested copies)
2. The bidder should submit the following documents:
 - (a) Self-attested copy of the last 2 years income tax return (**FY: 2016-17 and 2017-2018**)
 - (b) Self-attested copy of the last 2 years audited Balance Sheet **FY: 2016-17 and 2017-2018**)

- (c) Self-attested copy of the latest EPF Return/Annual Statement of Contribution/ESI Returns/GST Returns.

B.2 Other Terms and Conditions

1. This agreement/contract would come into force within 7 days after the issue of letter of allotment by the State Health Society, Punjab. Initially, the contract shall be for two years. However, it can be extended for another one year on the same terms and condition, subject to quarterly appraisal and review by the State Health Society, Punjab. In case the performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement, the contract may be terminated even before the scheduled time by giving advance notice of one month to this effect. In the event of premature termination of the contract for the reasons mentioned herein above, the entire security deposit shall be forfeited. In case the contract is not extended beyond two years before its expiry, it will automatically stand terminated on the expiry of the contract period without any prior notice.

2. Within 7 days from the date of issue of allotment letter, the successful bidder shall be required to submit Performance Security in the shape of Bank Guarantee of Rs. 20.00 lac (Rupees Twenty Five Lac only) towards Performance Security for the entire duration of contract valid for 26 months from the signing of the contract. The security shall be returned after three months from the expiry of the contract and that too only after clearance of all the items/dues, if any, outstanding against the contractor. Further, in case of successful bidder, the Earnest Money Deposit shall be refunded after deposit of Performance Security

3. The financial bid of only those bidders will be opened who qualify in the technical bid.

4. An individual signing the bid or other documents in connection with the contract shall indicate his/her full name below his/her signatures and must specify whether he is signing as:-

- (a) A sole proprietor.
- (b) A partner of the firm, in which case he/she must have the authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.

- (c) In case of (b) above, a copy of partnership agreement or general power of attorney. In either case, attested by a Public Notary, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement of the General Power of Attorney should be furnished.
- (d) In case of partnership firms, where no authority for arbitration of disputes concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter, form or any other documents forming part of the contract on behalf of another, shall be deemed to warranty that he has the authority to sign such documents, or if on enquiry it appears that the person has no authority to do so, the State Health Society, Punjab 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 the State Health Society, Punjab for all costs and damages arising from the cancellation of the contract including any loss with the State Health Society, Punjab may have incurred on account of execution of contract/intended contract.
- (e) In Case of a company a Director duly authorized by the board of Directors.

5. The tender shall remain valid for a period of 90 days from the date of opening of Financial Bid. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and Earnest Money will be forfeited.

In exceptional circumstances, the State Health Society, Punjab may request the bidders to 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 shall not be allowed to modify his bid.

6. The bid shall not contain corrections, erasures or over-writing except as absolutely necessary to correct errors made by the bidder. Such corrections, etc., shall be signed and attested by the person(s) signing the bid.

7. The bidding agency should not have any previous record of pre-mature termination of contract with any organization for non-compliance of statutory requirements or for non-performance.

8. Service provider shall be responsible in case if any misstatement conveyed to State Health Society, Punjab.
9. As per the standing instructions of Department of Finance, Government of Punjab service charges should not be more than 1% of the amount of contract (as per calculation in section F), otherwise bids offering more than 1% service charge would not be considered.

B.3 Terms and conditions for the successful bidder for executing the contract

1. The successful bidder shall also have to execute an agreement with the STATE HEALTH SOCIETY, PUNJAB within 7 days on a non-judicial stamp paper of the requisite amount at his own cost failing which he would attract a penalty of Rs. 500/- per day and if the delay is more than 15 days the allotment of work is liable to be cancelled and STATE HEALTH SOCIETY, PUNJAB shall be at liberty to forfeit the earnest money and security amount and proceed to appoint another agency as it may deem fit.
2. The successful bidder, must have an independent code for EPF and ESI. A self-attested copy of the same shall be submitted by him in the State Health Society, Punjab within 7 days from the date when he has been informed of his being the successful bidder.
3. Subletting of contract after allotment is not allowed under any circumstances. Thus, the contractor shall not appoint any sub-agency to carry out any of the obligation under the contract.
4. The contractor shall have proper standards and procedures for recruitment of its personnel to be deployed in the State Health Society, Punjab. Each such worker should be issued the employment card by the contractor as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A copy of such employment card must be submitted by the contractor in the State Health Society, Punjab within a period of three days after the Employee has been deployed in the State Health Society, Punjab/District Health Society.
5. The employee deployed by the contractor shall be of good character, sound health and shall not be less than 18 years or more than 45 years of age, wear proper uniform and an identity card duly signed by the contractor and attested by Officer-in-charge. A

photocopy of these cards shall be given to the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY for verification and record.

6. The contractor is responsible to provide all the necessary amenities, as per law, to the contract person deployed by him in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY.
7. The contractor shall ensure that before deploying his personnel in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY he has verified their antecedents and provide to the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY complete dossier of all the personnel deployed in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY.
8. The personnel deployed by the contractor in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY will be the employees of the contractor and nothing shall be held against the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY on account of their employment or non-employment and such personnel employed by the contractor shall have no right whatsoever to claim employment from the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY.
9. The personnel deployed by the contractor shall work for eight hours, six days a week round the year. However, the contractor shall allow them one day weekly rest and three national holidays on account of 26th January, 15th August and 2nd of October.
10. The contractor shall supply trained manpower for duties in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY. The contractor shall undertake, at his own expense but to the satisfaction of the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY, a periodic updating of skills, processes and procedures followed by the personnel deployed in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY by organizing suitable training programs for them from time to time.
11. The contractor shall be responsible for the good conduct and behavior of its personnel. If any employee of the contractor is found misbehaving with the employee of the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY, shall

immediately remove such worker from the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY.

12. The contractor shall be responsible for all while-on-duty injury and accidents to persons deployed by him in State Health Society, Punjab/ District Health Society.
13. The contractor shall, either himself or through the Work Supervisor, check and supervise the work and conduct of the personnel deployed by him the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY. The records of the same should be maintained by him or his nominee and shortcomings If any, pointed by the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY should be immediately rectified.
14. The STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY shall have the right to check, from time to time, the fitness of the personnel deployed by the contractor in terms of their performance to the satisfaction of the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY. The STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY shall also have the right to periodically check the work done by the personnel deployed by him in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY in terms of work output, quality of work and time frame through the official duly authorized by the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY for the purpose.
15. The Employee deployed by the contractor in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY shall be removed from the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY immediately if the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY considers that such removal is necessary on any ground including mischief and misconduct. The contractor shall also immediately remove any personnel who may be found to be of doubtful character and shall replace him with a suitable substitute either on his own or on being pointed out by the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY.

16. The employee deployed by the contractor in State Health Society, Punjab shall have no claim for permanent employment in the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY or any other claim regarding their service matter.
17. The contractor shall maintain a compliant book to be kept with the Office In-charge
18. The contractor shall comply with all the statutory requirements existing or as may be promulgated from time to time, namely the Payment of Minimum Wages Act, Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shops & Establishments Act, Contract Labour Act, etc., whichever is applicable. The Contractor shall be responsible, accountable, answerable and explainable, as the case may be, for any violation of such Acts. Further the contractor shall not involve the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY in any such violation, in any manner whatsoever, and in case of any violation of any law the contractor shall be solely responsible. The contractor hereby agrees to indemnify the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY completely for any liability coming upon the STATE HEALTH SOCIETY, PUNJAB/ DISTRICT HEALTH SOCIETY due to violation of any law(s) by the contractor.
19. Violation of any terms & Conditions will invite suitably penalty.

Terms and conditions related to bill of payment to be raised by the contractors

- a) The payment shall be made to the contractor for the actual number of persons deployed at the consolidated amount approved for the contract period but after pre-audit of the bill and deducting the amount on account of short services, taxes, deficiencies, recoveries, if any.
- b) The monthly salary to the employee shall be paid by the contractor through DBT (Direct Benefit Transfer) by 7th of every month. In case of delay in release of salary by the contractor a penalty of Rs. 10,000/- per day shall be levied.
- c) The contractor shall pay wages to the workers as per the Revised Labour Rate from time to time after deducting the Employee's share of EPF, ESI, etc. as applicable.

- d) A copy of attendance/muster roll, duly signed by the contractor or his nominee and verified by the authorized official, should be attached with the bill.
- e) A detailed sheet, duly signed by the contractor, indicating the total number of employees deployed during the month, name of each worker, the employee code, EPF number, ESI number, monthly wage as per applicable Labour Rate, number of days the Employee has worked, monthly minimum wage amount, Employer's EPF share, Employer's ESI share, bonus amount, EPF deduction, ESI deduction, carry home salary must be attached by the contractor with each monthly bill as per Performa provided herein.
- h) A detailed sheet, duly signed by the contractor, indicating the EPF and ESI amount to be deposited by the contractor in respect of each Employee must be attached by the contractor with each monthly bill and the EPF and ESI deposited by employees for the last month.
- i) The acquaintance roll, duly signed by the contractor, drawn for the payment of wages to the Employee must be attached by the contractor with each monthly bill as per Performa provided herein.
- j) The contractor would issue pay slips to all the employees deployed by him in State Health Society, Punjab and District Health Societies. The salary slip must contain all the details as indicated in the Performa provided herein. Copies of salary slips, duly signed by the contractor, to be issued to all the employees deployed in State Health Society, Punjab/District Health Societies must be attached by the contractor with each monthly bill.
- k) Copy of bank challans, duly signed by the contractor, in support of deposit of EPF, ESI, EDLI, GST with the concerned department for the preceding month shall also be attached with the monthly bill along with detail of each employee (deployed in the State Health Society as well as District Health Society under NHM, Punjab) whose EPF, ESI, EDLI has been deposited with the Government departments as applicable.

SECTION-D

D.1 Terms of payment to be made by State Health Society, Punjab to the contractor

1. The contractor, being the legal employer in relation to persons engaged/ deployed by him in the SHS, Punjab shall alone be responsible to provide the Service/ Activities under this Agreement as well as to make the payment of monthly wages/ salaries, which in any case shall not be less than the prevailing DC/Labour rates along with all other statutory dues as applicable such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity, etc. to the workers deployed by him in STATE HEALTH SOCIETY, PUNJAB and District Health Societies. The contractor shall also have to observe compliance of all relevant Labour Laws as applicable namely, Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee State Insurance Act, 1948, Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972 , Private Security Agencies (Regulations) Act, 2005, Maternity Leave Act, 1961, as applicable and as amended from time to time and/ or any other rule framed hereunder 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 by him.
2. All the payments to the contractor shall be made by the State Health Society, Punjab, Sector-38B, Chandigarh after deducting Tax wherever applicable as per the provisions of the Income Tax Act, 1961 and Good and Service Tax Act.
3. The contractor shall raise the monthly wage bill latest by the 4th day of every calendar month. SHS will scrutinize the bill and if any discrepancy is found in the bill, the same will be intimated to the contractor and the contractor after removing the discrepancies shall again submit the bill to the SHS. Since it is a time consuming process, therefore, the contractor shall ensure that wages to the employees deployed by him in SHS, Punjab /DHSs are paid by him from his own resources by 7th of the every month under intimation State/District Health Society. In case of delay in release of salary by the contractor a penalty of Rs. 10,000/- per day shall be levied.
4. The contractor shall ensure that the work assigned by the SHS, Punjab is done by the deputed persons to the entire satisfaction of the SHS, Punjab as per the terms

and conditions of this agreement failing which no payment will be made.

5. The monthly payment shall be released on the basis of actual number of workers deployed by the contractor in the State Health Society, Punjab and District Health Societies.
6. The payment for services under this agreement shall be made on monthly basis through Electronic Transfer directly into the Bank Account of contractor within 15 working days of the receipt of the bill complete in all respects for each calendar month, duly supported with the requisite details as stated in C.3 (31). The final payment shall however be made only after adjusting all the claims of the SHS, Punjab.
7. Any payment required to be made by the contractor to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of contractor. This would include specific responsibility with regard to the provision of the minimum wages act and/ or any other law, which may be applicable in the instant case. The SHS, Punjab will in no case be responsible for default, if any, in this regard. Even if, as per provisions of any relevant enactment, the liability becomes that of the SHS, Punjab, it is clearly agreed that the same shall be deemed to be that of contractor and shall be discharged by him. The SHS, Punjab's liability towards personnel will be limited to the extent of the salary as per the DC/Labour rate.

D.2 Terms for payment of wages to be made to the workers by the contractor

1. The contractor would issue pay slip to all the employees deployed by him in State Health Society, Punjab as well as District Health Societies containing details as indicated in the proforma provided herein.
2. He shall be required to provide all the details as stated in C.3 (31) along with the monthly wage bill. The contractor shall transfer the salary of every employee through DBT and ensure the salary credited to his/her Bank Account in time, failing which the liability shall be solely of the contractor. The responsibility for issuance of monthly and annual statement of EPF deposits and ESI cards as applicable to the persons deployed exclusively lies with the contractor.
3. Any violation of the provisions of the prevailing DC/Labour rates shall render the contract liable for termination. The SHS shall also proceed against the defaulting contractor as per the provisions of the relevant laws.

4. The contract price shall be all inclusive and nothing extra shall be payable over and above the accepted contract price in respect of the scope of work. However, if the prescribed minimum wages (prevailing DC/Labour rates) are revised by the Deputy Commissioner, UT/Punjab, the contractor shall revise the wages of the personnel accordingly. The difference in the revised and unrevised minimum wages shall be reimbursed to the contractor subject to the production of proof of disbursement of revised wages.

D.3 Accounts and records to be maintained by the contractor

1. The contractor shall be required to maintain all mandatory (in the manner prescribed as per law) records with regard to the operation of the contract under this agreement.
2. The contractor shall forthwith allow, upon being required by the State Health Society, Punjab or any of its authorized representative, inspection, audit or take copies of any records maintained by him with regard to the operation of the contract under this agreement. However, upon discovery of any discrepancies or under payment, the contractor shall immediately reimburse or overcharge State Health Society, Punjab, Sector-38, Chandigarh for such discrepancies.
3. The contractor shall have to comply with the applicable provisions of all Labour welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this agreement. He shall further observe and comply with all the instructions issued by the Government concerning employment of persons deployed by him and shall alone be responsible to pay monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity Leave etc. as applicable to such employees, which in any case shall not be less than the Minimum Wages (DC/Labour Rates) as fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Employee (Regulation & Abolition) Act, 1970 and rules framed there under from time to time or by the Central or State Government and/ or any authority constituted by or under any law for the category of persons deployed by him in SHS, Punjab. The contractor shall duly pay all sums of money to such staff as may

be required to be paid under such laws. It is expressly understood that the contractor is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirements of law.

4. The contractor would issue pay slip to all the employees deployed by him in SHS, Punjab containing details as indicated in the proforma provided herein.
5. The wages shall be disbursed through DBT under intimation to State Health Society/District Health Society. Any violation of the provisions of the prevailing DC/Labour rates shall render the contract liable for termination. The SHS, Punjab will proceed against the contractor in case there is violation of any of provision of Contract/Labour law.

Bill for the workers provided against manpower contract allotted by the State Health Society, Punjab

Bill No.:

Dated:

For

the Month of: Days in the month:

Not : Wage Amount = [(Minimum Wage Rate x Days Worked) / Days in the month]

S. No.	Name & Designation	Employee Code	EPF No.	ESI No.	Minimum Wage Rate	Days Worked	Wage Amount	Employer's Share		Add Bonus (8.33% of 8, subject to a maximum of Rs.291.55)	Bill Amount (8+9+10+11)	Deductions		Carry Home Salary (12-13-14)	
								EPF	ESI			EPF	ESI		
								(13.61% of 8)	(4.75% of 8)			(25.61% of 8)	(6.5% of 8)		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Total															

EPF Deposit Details

Reference Bill No.		Dated:		For the Month of :			
S. No.	Name & Designation	Employee Code	EPF No.	Total EPF amount to be deposited by the contractor		Actual Amount deposited	Date of Deposit
1	2	3	4	7			
Total							

ESI Deposit Details

Reference Bill No.		Dated:		For the Month of :			
S. No.	Name & Designation	Employee Code	EPF No.	Total ESI amount to be deposited by the contractor		Actual Amount deposited	Date of Deposit
1	2	3	4	7			
Total							

SECTION-E

(Enclose with Technical Bid)

CHECK LIST FOR EVALUATION OF TECHNICAL BID OF THE TENDER

1	Bidder's particulars: Name of the Person/ Organization/ Firm, Location of his office with complete address, both residential and permanent and Telephone/ Fax Numbers given? (filled in form as per Annexure-II)	Yes/ No
2	Certificate of incorporation: Status of Organization whether Private/ Public Sector Undertaking/ Sole Proprietor/ Partnership/ Cooperative Society, etc.? If so, a self-attested copy of the constitution/ partnership deed of the firm duly registered with Registrar of Firms has been attached?	Yes/ No
3	Whether a self-attested copy of resolution passed by the Executive Body authorizing the specific officer/ partner for signing the documents for this tender has been attached?	Yes/ No
4	Whether self-attested copy of the Bid Guarantee (Earnest Money Deposit) in the form of Demand Draft from any of the commercial banks in an acceptable form, drawn in the name of the State Health Society, Punjab, Paryaas Building, Sector, 38B, Chandigarh,	Yes/ No
5	Whether the Price bid in separate sealed cover has been attached?	Yes/ No
6	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/ non-prosecution of tenderer/ and ability to provide services as mentioned in the scope of work at Section-B has been attached? (Original as per Performa in Annexure-V)	Yes/ No
7	Technical Bid: Whether each page of the tender document at Section-A to F, Annexure-I to V and other enclosures as well as cuttings/ over-writings have been signed/ initialed by the tenderer and also the forwarding letter has been attached by authorized signatory? (as per Annexure-I)	Yes/ No
8	Whether self-attested copy of latest Income Tax Return (FY : 2016-17 and 2017-18) annexed	Yes/ No
9	Whether self-attested copy of TAN No. issued by the competent authority has been attached?	Yes/ No
10	Whether the self-attested copy of GST No. issued by the competent authority has been attached?	Yes/ No
11	Whether self-attested copy of valid labour license issued under Contract Labour (Regulation and Abolition) Act, 1970 issued by U.T./ Centre Govt. for providing such service has been attached?	Yes/ No
12	Whether self-attested copies of EPF/ EDLI code number issued by regional provident fund commissioner has been attached?	Yes/ No
13	Whether self-attested copy of ESI code number issued by the competent authority has been attached?	Yes/ No
14	Whether self-attested copy of the certificate of works/ contracts as per Annexure-III has been attached?	Yes/ No
15	Whether self-attested copy of the certificate of work/ performance as per Annexure-IV has been attached?	Yes/ No
16	Whether a self-attested copy of the latest audited balance sheet (FY: 2016-17 and 2017-2018) attached?	Yes/ No
17	Whether a self-attested copy of latest provident fund return/ annual statement of contribution (FY : 2018-2019) filed by the bidder attached?	Yes/ No
18	Any other relevant information which the bidder may wish to provide	Yes/ No

Place:

Dated:

Signature and seal of bidder

SECTION-F

(Price Schedule)

Tender Inviting Authority: Mission Director, National Health Mission, Punjab						
Name of Work: Providing manpower to State Health Society, Punjab						
Contract No:						
Bidder Name :						
SCHEDULE OF WORKS						
SN	Particulars	No./ Qty./ Unit	Units	Estimated rate in rupees per unit per month (it includes minimum monthly wage as per prevailing DC/Labour rates plus EPF, ESI and Misc, etc. (wherever applicable))	Quoted Rate in rupees per unit per month to be entered by the Bidder (it should not be less than minimum monthly wage as per prevailing DC/Labour rates plus EPF, ESI, Misc. etc. (wherever applicable)) Note :GST will be	AMOUNT Rs. P
					Rate	
1	Helper	221	No.			0.00
2	Computer Operator	44	No.			0.00
3	Insect Collector	22	No.			0.00
4	Driver	47	No.			0.00
5	Lab Technnician	50	No.			0.00
6	Lab attendant	50	No.			0.00
7	Ward Attendants	22	No.			
8	Sanitary Attendants	22	No.			
	Profit/ Administrative Charges/Service Charges As follows:- Salary as per DC/Labour Rate Add ESI & PF(Employer share) _____					0.00
	Total Amount(A) Service Charges % of A Total Charges(B)=Total Amount +Service Charges Amount to be quoted Total Charges(B)+GST as applicable					
Total in Figures						0.00
Total in words		Rupees Only				

Note-1:

- (a) The L1 shall be decided on the Rate of Service Charge (% of monthly bill) quoted by the bidder.
- (b) The numbers shown above are only indicative and the actual number will depend upon requirement of employee as assessed by the SHS, Punjab from time to time.
- (c) The quoted rates given in the price schedule are inclusive of **minimum monthly wage as per prevailing DC/Labour rates plus statutory liabilities such as EPF, ESI, Misc. etc., (wherever applicable)** to be paid to the personnel deployed in the service of the SHS, Punjab. The rates are net and nothing extra shall be payable over & above these rates. **However, GST as applicable, will be extra.**

Dated:

Signature of the bidder with seal

Annexure-I

(Forwarding letter for Technical Bid)

Dated: ____/____/____

To

Subject: Technical bid for providing manpower in State Health Society, Punjab.

Respected Sir,

Having examined the bid documents of tender for providing manpower to the State Health Society, Punjab, I/ We _____, offer to provide the services and deliver items in conformity with the said tender provisions for sums as may be ascertained in accordance with the schedule of prices provided in the financial bid on-line.

We undertake that if our bid is accepted we will provide the services as per requirement of the SHS, Punjab.

And if our bid is accepted we would provide bank guarantee of a sum equivalent to Rs.25,00,000/- (Rupees Twenty Five Lakh only) for the entire duration of the contract.

We agree to keep this bid valid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We have noted the contents of tender document and agree to abide by its terms and conditions.

The technical bid along with all other requisite documents is enclosed herewith.

Dated:

Signature of the bidder with seal

Annexure-II

(Bidders particulars)

1. Name of Person/ Organization/ Firm/ Bidder: _____

2. Complete office address: _____

3. Name & residential address of the person to whom all references should be made regarding this tender _____

Landline Telephone: _____

Mobile Number: _____

Fax Number: _____

E-mail Id: _____

Dated:

Signature of the bidder with seal

Annexure-III

(Certificate of works/ contract by the bidder)

It is certified that during the last three years, my/ our firm has provided/ been providing manpower service to various organizations as per details given below:

S. No.	Name of Organization	Address of location/ contact person/	Period From : To	Number of personnel deployed
1.				
2.				
3.				
4.				
5.				

It is further certified that no penalty of any kind has been imposed on our firm for any reason whatsoever by any of the above organizations during the last three years and we do not have any previous record of premature termination any of contract with any SHS, Punjab/ organization for non-compliance of statutory requirements or for non-performance.

Dated:

Signature of the bidder with seal

Note: The certificate must be given on the letter head of the organization/ bidder with latest phone numbers.

Annexure –V

(Affidavit for Non blacklisting and competency)

Affidavit

I/ We _____ Contractor/ Partner/ Sole Proprietor of the firm _____ do solemnly affirm and declare as hereunder:

1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered in India by any Central/ State Governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
2. That I have gone through the tender document for providing manpower in the State Health Society, Punjab. The terms and conditions for the contract are acceptable to me/us and we will provide necessary equipment, implements, consumables and services as mentioned in the scope of work. I/ we will abide by the terms and conditions of the contact in letter and in spirit.

Place:

Dated:

Deponent

Verification

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

Note: The above affidavit is to be furnished on a non-judicial stamp paper of Rs.15/- duly attested by the Executive Magistrate.

**Director Finance,
NHM, Pb.**

**Director,
NHM, Pb.**

**Director,
PHSC, Pb.**