

DRT-I/CHD/2019-20/.....  
Debts Recovery Tribunal-I,  
Govt. of India, Ministry of Finance, Deptt. of Financial Services  
SCO 33-34-35, 2<sup>nd</sup> Floor, Sector-17A, Chandigarh.  
Email:drt1chandigarh-dfs@nic.in Phone No:0172-2545159, 2545157

Dated: 06.03.2020

## **1. NOTICE INVITING TENDER (NIT)**

Tenders are invited by the Debts Recovery Tribunal No.-1, Chandigarh, Ministry of Finance, Department of Financial Services in two bid system (i.e., Part-I- Technical Bid and Part II- Financial Bid) for engagement of office staff and Security persons on outsourcing basis located in Chandigarh (U.T.) initially for a period of one year. The contract can be extended further for two years, one year at a time subject to mutual consent / agreement and based on satisfactory performance during the period on the same terms and conditions.

2. The tender documents be downloaded from the website/s <https://eprocure.gov.in/epublish/app> from 07.03.2020 to 23.03.2020

3. The interested service providers may submit the tenders addressed to Registrar. Debts Recovery Tribunal No.1, SCO 33-34-35, 2<sup>nd</sup> Floor, Sector 17-A, Chandigarh in two bid system (i.e., Part I- Technical Bid and Part II documents in support of eligibility criteria, etc, are also to be annexed along with the Tender Documents.

## **2. Guidelines to tenders**

### **2.1 Definition**

2.1.1 The "DRT-1, Chandigarh" means Debts Recovery Tribunal No.-1, Chandigarh, an office set up under the provisions of RDDBFI Act, 1993 under Government of India Ministry of Finance, Department of Financial Services, having its office at SCO 33-34-35, 2<sup>nd</sup> Floor, Sector 17-A, Chandigarh-160017.

2.1.2 "Bidder" means the Firm or Company which participates in this tender and submits its bid.

2.1.3 The "Manpower" means engagement of various types of manpower (Stenographer, Data entry operator, Multi-Tasking Staff, House Keeping Staff and Security Guards) which the contractor will provide to DRT-1, Chandigarh under the contract.

2.1.4 "Letter of Intent" means the communication of the intention of the DRT-1, Chandigarh to the bidder for the award of work read with bid documents.

2.1.5 "Work Order" means the order placed after issue of letter of intent by DRT-1, Chandigarh

to the contractor signed by DRT-1, Chandigarh including all attachments thereto and all documents incorporated by reference therein. It, along with the letter of intent and bid documents, constitutes the contract.

2.1.6 "Contractor" means the successful bidder.

## **2.2 Eligibility Criteria**

2.2.1 Experience of having successfully providing manpower (Stenographer, Data entry operator, Multi-Tasking Staff, House Keeping Staff and Security Guards) in Government, Autonomous bodies, PSUS and reputed private companies during the last three years.

2.2.2 The annual turnover of the firm/company must not be less than Rs 20 Lakhs during last three financial years.

2.2.3 Should be registered with Income Tax, GST, ESI, PF department and other statutory bodies as per the requirement of the contract.

2.2.4 The bidder should not have been black listed by any Government Organization during last five years. An undertaking in this regard shall be submitted in this regard along with the Technical Bid.

## **2.3 Contents of Bid Document**

Notice Inviting Tender (NIT)

Guidelines to Bidders

Conditions of contract

## **2.4 Amendment to Bid Document**

The prospective bidders are required to keep a watch on websites mentioned above for any amendment to the tender document or to DRT-1, Chandigarh to clarify the queries raised by the bidders till 02 (two) days prior to the opening of the tender. DRT-1, Chandigarh reserves the right to reject the bids if the bids are submitted without taking into account of these amendments/clarifications. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, DRT-1, Chandigarh, at its discretion, may extend the deadline for the submission of bids.

## **2.5 Earnest Money Deposit (EMD)**

2.5.1 The bidder shall submit EMD amount as mentioned in the NIT. The EMD shall be in the form of Demand Draft from a nationalized / scheduled bank in favour of "Registrar, Debts Recovery Tribunal No.1, Chandigarh" payable at Chandigarh. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage. In case of inadequacy or

non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.5.2 The bid not secured in accordance with the above shall be rejected by DRT-1, Chandigarh as non-responsive.

2.5.3 The EMD of the unsuccessful bidder will be returned by the DRT-1, Chandigarh within 30 days of the award of contract without any interest.

2.5.4 The successful bidder will have to submit a Fixed Deposit Certificate of the amount mentioned in the work order in lieu of the EMD as Security Deposit. The Security Deposit is refundable without any interest on termination of the contract after deducting any penalty / any liability of any kind imposed by the DRT-1, Chandigarh on account of unsatisfactory services.

2.5.6 The EMD may be forfeited under the following circumstances:-  
If a bidder withdraws its bid during the period of bid validity.  
If the bidder fails to supply the manpower as required by DRT-1, Chandigarh.

2.5.7 No interest is payable on EMD.

2.6 Preparation of bids third sealed cover super scribed "Tender for SUPPLY OF MANPOWER ON OUTSOURCING BASIS AND SECURITY GUARDS".

2.6.2 Check list of documents required for technical scrutiny

The list of documents required to be enclosed with technical bid to become eligible to be considered for technical scrutiny:

Demand Draft of Earnest Money Deposit (EMD) amounting to 50,000/-.

Details of successfully undertaken similar work along with work order copies as mentioned in NIT.

A copy of registration certificate with Income Tax, AST, ESI, PF and other statutory bodies as per the requirement of the contract.

Duly filled in and signed acceptance certificate, as per Annexure - 3.

Complete copy of tender document duly signed/stamped on all pages.

Details of firm/company setup and establishment.

List of current clients for whom similar works are executed citing the no. of persons other than Security Guard employed by the contractor. (attach documentary proof).

Performance certificates from clients for successfully executing similar works.

Profit and loss account and balance sheet for the last successive three years ending 31/03/2019.

An undertaking that the bidder has not been black listed by any Government Organization during the last five years.

List of arbitration cases, if any.

## 2.7 Financial Bid

The posts of Stenographer, Data entry operator has been categorized as "Clerical/ skilled", the post of MTS (Multi-Tasking Staff) and Housekeeping Staff have been categorized as "Unskilled" and the job of Security Guard (without arms) has been categorized as "Skilled". The wages payable to the incumbent for the persons engaged on contractual basis should not be less than the wages fixed by Government of Chandigarh (U.T.) as per Minimum Wages Act. Thus, the wages payable for the post the persons engaged on contractual basis would be Minimum wages fixed by Government of Chandigarh (U.T.) as per Minimum Wages Act plus Employer's contribution towards Provident Fund, Employees State Insurance and Bonus (to be shown separately). Therefore, the total amount payable per person per month for all category of posts shall not be less than the Minimum wages fixed by Government of Chandigarh (U.T.) as per Minimum Wages Act plus Employer's contribution towards Provident Fund and Employees State Insurance plus amount payable towards bonus plus Service Charge.

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. However, Service Charge quoted less than 3% of the total bid would not be acceptable. The bid submitted with a variation clause will be treated as non-responsive and may get rejected. The format of the Financial Bid is given at Annexure- 2.

The Tribunal would not consider any bid that envisages to pay less than the minimum rates of wages fixed by Government of Chandigarh (U.T.) as per Minimum Wages Act.

## 2.8 Validity of period of bid

Bid shall remain valid for 1 year after the date of bid opening. The bid valid for a shorter period shall be rejected by DRT-1, Chandigarh as non-responsive. In exceptional circumstances, DRT-1, Chandigarh as the case may be request the consent of the

bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify their bids.

## **2.9 Format and signing of bid**

2.9.1 The Bidder shall submit the bids in two separate envelopes. One envelop shall contain techno commercial un-priced bid and the other shall contain the price bid (financial).

2.9.2 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be signed by the person or persons signing the bid.

2.9.3 Any interlineations, erasures or overwriting shall be valid only if the person or persons sign that part of the document with the initials.

## **2.10 Sealing and marking of bids**

The bidder shall seal the Technical Bid and the Financial Bid in two separate envelopes duly marked as "Technical Bid" and "Financial Bid" respectively. Both the envelopes shall then be sealed in one outer (main) envelope.

### **2.11 The Inner and Outer Envelopes**

2.11.1 Please send the main envelope (containing both the bids) at the following address:

Registrar,  
Debts Recovery Tribunal No.1,  
SCO 33-34-35, 2<sup>nd</sup> Floor,  
Sector 17-A, Chandigarh- 160017.

2.11.2 It should bear the NIT No. / Last date for submission of tender/ Date of opening of tender / Firms' name & address and a statement

2.11.3 If the outer envelope is not sealed and marked, DRT-1, Chandigarh will assume no responsibility for the bid's misplacement or premature opening

2.11.4 Bids submitted through Fax or e-mail will be rejected.

### **2.12 Deadline for submission or bids**

2.12.1 Bids must be received by DRT-1, Chandigarh not later than the time and date specified in the invitation for bids. In the event of the specified date for the

submission of bids being declared a holiday for the DRT-1, Chandigarh, the bids will be received up to the appointed time on the next working day.

2.12.2 DRT-1, Chandigarh may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

2.12.3 Tenders received late (including postal delay)/in open condition/without EMD/not meeting the tender condition/incomplete in any respect are liable to be rejected.

## 2.13 Late Bid

Any bid received by DRT-1, Chandigarh after the deadline for submission of bids prescribed by the DRT-1, Chandigarh will be rejected and/or returned to the bidder.

## 2.14 Modification and withdrawal of bids

2.14.1 The bidder may modify or withdraw its bid after the bid's submission; provided that written notice of modification or withdrawal is received by DRT-1, Chandigarh prior to the deadline prescribed for submission of bids.

2.14.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the specified address of DRT-1, Chandigarh. A withdrawal notice may also be sent by fax or e-mail followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

2.14.3 No bid can be modified subsequent to the deadline for submission of bids.

2.14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD

## **2.15 Opening of bids by DRT-1, Chandigarh**

2.15.1 DRT-1, Chandigarh will open all Technical Bids in the presence of bidders' representatives who choose to attend, as per the schedule given.

2.15.2 The bidders' representative who will be present shall sign the tender opening sheet evidencing their attendance.

## **2.16 Clarification of bids**

To assist in the examination, evaluation and comparison of bids, DRT-1, Chandigarh may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be by email/post and no change in the price substance of the bid shall be sought, offered or permitted. However, no post bid clarifications at the initiative of the bidder shall be entertained.

## **2.17 Preliminary Examination**

2.17.1 DRT-1, Chandigarh will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2.17.2 DRT-1, Chandigarh may waive any minor informality, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.

2.17.3 Prior to the detailed evaluation, DRT-1, Chandigarh will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid document without material deviations.

2.17.4 After downloading, the language of standard clauses etc. mentioned in this Tender Document' should not be tempered with/ changed/ modified in any manner whatsoever. If any such modification etc. comes to the knowledge of DRT-1, Chandigarh at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

## **2.18 Evaluation of Tenders**

2.18.1 DRT-1, Chandigarh shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. DRT-1, Chandigarh shall carry out detailed evaluation of the substantially responsive bids. DRT-1, Chandigarh shall also check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.18.2 A bid determined as substantially non-responsive shall be rejected by DRT-1, Chandigarh.

2.18.3 DRT-1, Chandigarh may waive any minor informal omission or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.18.4 DRT-1, Chandigarh shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

## **2.19 Contacting DRT-1, Chandigarh.**

Any effort by a bidder to influence DRT-1, Chandigarh in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

## **2.20 Credibility of the bidders**

Evidence regarding credibility of stable performance and maintenance service capability must be provided. DRT-1, Chandigarh reserves the right to make judgment on

this score and reject bids that, in the DRT-1's, Chandigarh views, do not carry sufficient credibility for performance and / or service.

2.21 Right to accept any bid and to reject any or all bids:-

DRT-1, Chandigarh does not bind itself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder due to action of DRT-1, Chandigarh.

## **2.22 Notification of successful bidder**

Prior to the expiration of the bid period, DRT-1, Chandigarh will notify the successful bidder in writing by email/ letter/ fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.23 Issue of letter of intent

2.23.1 The issue of letter of intent shall constitute the intention of the DRT-1, Chandigarh to place the work order with the successful bidder.

2.23.2 The bidder shall within 7 days of issue of letter of intent should give his acceptance in conformity with the bid documents.

2.23.3 The bidder shall also have to sign an indemnity bond in the prescribed format to safeguard the interests of DRT-1, Chandigarh.

## **3. CONDITIONS OF CONTRACT**

3.1 Place where work is to be executed  
Debts Recovery Tribunal No.1, SCO 33-34-35, 2<sup>nd</sup> Floor, Sector 17-A, Chandigarh.

3.2 Scope of work for manpower.  
The personnel appointed by the successful bidder are required to work in DRT-1, Chandigarh and as per the requirement of the Tribunal.

## **3.3 Payment Terms**

3.3.1 Generally payment shall be made on monthly basis within 45 working days after submission of bills with necessary enclosures. However, in case of delay in any particular month due to valid reasons, the contractor should ensure the payment to its employees in time. The contractor should ensure that payment to its employees deployed at DRT-1, Chandigarh is made by 7th of every month, without linking to payment receivable from DRT-1, Chandigarh.

3.3.2 The payment shall only be released on confirmation of disbursement of wages to its employees deployed at DRT-1, Chandigarh on or before 7th of every month with salary slip as per Annexure 4. The contractor may make payment to employees posted at DRT-1, Chandigarh through direct transfer to their respective bank accounts.



3.3.3 The contractor will have to enclose the following along with the invoice:

Acknowledgement of receipt of wages by employees duly indicating the earnings, deductions towards PF and ESI.

Copies of deposit challans of PF, ESI, GST or any other tax levied by Government of previous month. DRT-1, Chandigarh may ask the contractor for producing the originals of any document for verification.

In case of payment made through direct transfer, bank statement showing debits from Contractor's bank account towards payment of wages to its employees posted at DRT-1, Chandigarh.

### **3.4 Period of Contract**

The contract shall be initially for a period of one year. However, DRT-1, Chandigarh at its discretion may extend the contract for a further period as per terms & conditions of contract on the same rate.

### **3.5 Pre-bid inspection / survey**

The bidder may visit DRT-1, Chandigarh to have an understanding of the requirement, during working hours of the DRT-1, Chandigarh.

### **3.6 Working hours**

The employees of the contractor except the security guards would work 6 days a week except Sundays and second Saturday of a month and other gazetted holidays from 10:00 a.m. to 6:00 p.m. including lunch time. However, DRT-1, Chandigarh may stagger the working hours and direct the employees to work on Sundays/ holidays as per requirement.

In case of security guards, the agency will provide round the clock security service for 365 days without any break (on 24 X 7 basis). The entire responsibility for security of the premises will be that of the agency.

### **3.7 Deployment of staff**

3.7.1 The contractor shall recruit/ deploy/ depute trained, qualified and experienced personnel as per the requirement of DRT-1, Chandigarh.

3.7.2 For security services, the agency should engage three (3) security guards

(one per 8 hour shift) at Debts Recovery Tribunal No.1, SCO 33-34-35, 2<sup>nd</sup> Floor, Sector 17-A, Chandigarh-160017.

3.7.3 The manpower proposed to be deployed by the contractor shall be subject to ascertain their antecedents and checking suitability of their skills. Before deploying a person in DRT-1, Chandigarh, the contractor shall furnish complete particulars and obtain written approval of the designated officer of DRT-1, Chandigarh.

3.7.3 The employees of the contractor have to work as per the directives / instructions given to the contractor / employees in this regard. The contractor has to ensure these are strictly adhered to. Security guard of each shift will handover charge to his reliever only.

3.7.4 The contractor shall be responsible for the good conduct and behavior of the employees of the contractor. If any of the employees of the contractor is found misbehaving, the contractor on receipt of instructions of the designated officer of DRT-1, Chandigarh shall replace such employee immediately.

3.7.5 The contractor shall be fully responsible for any kind of accident/ mishap to their staff and liable to pay compensation if any required under existing law of the country. Any loss caused to DRT-1, Chandigarh while at work in DRT-1, Chandigarh premises shall be compensated by the contractor.

3.7.6 No person below the age of 18 (eighteen) years shall be employed at DRT-1, Chandigarh,

3.7.7 The contractor shall pay its employees' wages as agreed to by DRT-1, Chandigarh duly ensuring that all the relevant legislations are scrupulously followed.

3.7.8 On the last day of every month, DRT-1, Chandigarh will forward the attendance particulars of the employees deployed at DRT-1, Chandigarh so that their wages are disbursed on or before 7th of the following month.

3.7.9 The agency will submit bio-data, police verification of each security guard to the Tribunal.

3.7.10 The agency will ensure that every security guard so appointed by the agency in DRT-1, Chandigarh, shall wear the prescribed seasonal uniform and a badge bearing his name while on duty. The agency will provide the uniforms at its own cost.

3.7.11. The agency will ensure that the security guard on duty shall not leave the premises until his reliever reports for duty.

### **3.8 Damage caused to institution**

In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the contractor, the contractor shall be responsible to compensate the loss. Decision of the designated officer of DRT-1, Chandigarh will be final and binding on the contractor.

### **3.9 Labour Law**

The contractor shall solely responsible to ensure that all the provisions of labour legislations are complied with regard to its employees deployed at DRT-1, Chandigarh, DRT-1, Chandigarh will not be a party at any stage in any of contraventions relating to above. In case, Kolkata DRT-2 shall not be liable for the same. In case DRT-1, Chandigarh is made liable to pay any compensation to the employees of the contractor due to default on contractor's part, the same shall be recovered from any bills due or against any amount payable to the contractor. liability arises due to non-compliance by the contractor,

### **3.10 Security consideration**

The persons deployed by the contractor should not have any police record & criminal cases against them. The contractor should make adequate enquiries about the persons deployed by him.

### **3.11 Termination of contract**

The designated officer of DRT-1, Chandigarh reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of the contractor, with an advance notice of three month failing which the contractor is liable to pay liquidated damages besides forfeiture of the EMD.

### **3.12 General Line**

Whenever under this contract any sum of money is recoverable form and payable by the contractor, DRT-1, Chandigarh shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the contractor. In the event of the security deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the contractor or which at any time thereafter may become due to the contractor under this or any other contract with DRT-1, Chandigarh. If this sum is not sufficient to cover the full amount

recoverable, the contractor shall pay DRT-1, Chandigarh / on demand the remaining balance due,

### **3.13 Sub-contracting**

The bidder cannot assign or transfer and sub-contract its interest/obligations under the contract without prior written permission of DRT-1, Chandigarh.

### **3.14 Arbitration**

3.14.1 In the event of any dispute arising between DRT-1, Chandigarh and the contractor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the Hon'ble Presiding Officer, DRT-1, Chandigarh as the case may be who may himself act as sole arbitrator, and officer of DRT-1, Chandigarh. Notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The contractor expressly agrees that the arbitration proceedings shall be held at the DRT-1, Chandigarh and the decision given by the Presiding Officer shall be binding on both the parties.

3.14.2 In case the contractor wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Chandigarh as the case may be depending upon the place where the concerned DRT is located shall have the jurisdiction.

### **3.15 Resolution dispute**

3.15.1 If any dispute arises between the parties hereto during the subsistence of thereafter in connection with the validity, interpretation, implementation, breach of any provision of the contract or regarding a question, including the questions as to whether the termination both parties hereto shall Endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts which shall continue for not less than 30 days, give 15 days' notice thereof to the other party in writing. the contract by one party hereto has been legitimate,

3.15.2 The place of the arbitration shall be DRT-1, Chandigarh, as the case may be.

3.15.3 The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

3.15.4 The proceedings of arbitration shall be in English language.

### **3.16 Termination for default**

3.16.1 DRT-1, Chandigarh may, without prejudice to any other remedy for breach of contract, shall send a notice to the contractor to terminate this contract in whole or in part under the following circumstances:

- If the contractor fails to deliver any or all the services mentioned in the contract, or any extension thereof granted by DRT-1, Chandigarh. If the contractor fails to perform any other obligations under the contract.

- If the contractor, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as DRT-1, Chandigarh may authorize in writing) after receipt of the default notice from DRT-1, Chandigarh.

3.16.2 In the event DRT-1, Chandigarh terminates the contract in whole or in part pursuant to above para DRT-1, Chandigarh may hire the contractor at the risk and cost of working contractor under contract as DRT-1, Chandigarh deems appropriate. However, the contractor shall continue the performance of the contract to the extent not terminated.

### **3.17 Right to blacklist**

DRT-1, Chandigarh reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

### **3.18 General Terms and conditions**

3.18.1 The employee shall be governed by the usual office secrecy rules and regulations and will not disclose to any unauthorized person any information / data that he /she may have by virtue of his / her position in the office. This is also applicable after leaving the office.

3.18.2 The contractor shall maintain master roll, wage register, register of deductions, register of overtime and other required registers at its own cost.

3.18.3 The department will make appropriate deductions as per Income Tax Act and other relevant rules/Acts.

3.18.4 The employees deployed by the contractor shall have no right to claim or have employment or otherwise seek absorption in DRT-1, Chandigarh nor shall they have any right whatsoever to DRT-1, Chandigarh and claim the benefits and / or emoluments that may be permissible or paid to the employees of DRT-1, Chandigarh. The contractor's employees will remain the employees of the contractor and this should be the sole responsibility of the contractor to inform and clarify it to its employees before deputing them on work at DRT-1, Chandigarh.

3.18.5 Notwithstanding the above provisions, if any of the contractor's employees prefer claim for employment with DRT-1, Chandigarh, the contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of DRT-1, Chandigarh regarding such claims or settlements thereof.

### **3.19 Penalty**

3.19.1 In case the contractor does not disburse the wages to its employees on or before 7th of every month, the contractor will be penalized with an amount of Rs.1000 per day per employee. The penalty by DRT-1, Chandigarh will no way dilute the contractor of its responsibility and liability under the relevant labour laws. The contractor shall be

solely liable for consequences initiated by any other statutory authority.

3.19.2 In case of dishonoring of cheque by the bank for want of funds etc. issued to the employees by the contractor, a penalty will be invoked at the rate of Rs 500 per dishonored cheque in addition to the penalty mentioned at para 3.19.1.

3.19.3 The contractor and the employees of the contractor shall be penalized for any type of misconduct on part of contractor / its employee/s with an amount of Rs 500 per instant or more as deemed fit by the designated officer of DRT-1, Chandigarh

**PERFORMA FOR TECHNICAL BID**

<b>Sl. No</b>	<b>Particular</b>	<b>Yes/no</b>	<b>Page no.</b>
<b>1</b>	Name of the firm/company/agency	Yes/No	
<b>2</b>	Complete address of the firm & Telephone No.	Yes/No	
<b>3</b>	Name, address & telephone number of the proprietor	Yes/No	
<b>4</b>	Whether EMD of Rs.50,000/- enclosed in the prescribed form	Yes/No	
<b>5</b>	Annual turnover of the firm for the last three years (with proof) (2015-16, 2016-17 and 2017-18) in the form of CA's certificate/ last three years' balance sheet/profit and loss account,	Yes/No	
<b>6</b>	Copies of tender/work undertaking Ministries/Departments/State PSUS /Banks and a list of clients to whom the firm is tendering its services for the last three years. (Certificate issued by officers not below the rank of Section Officer).	Yes/No	
<b>7</b>	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at DRT-1, Chandigarh	Yes/No	
<b>8</b>	Copy of latest Income Tax return (AY 2019-20) and PAN Numnber (with proof to be attached	Yes/No	
<b>9</b>	Copy/Proof of ESI Registration No. A copy of ESI registration certificate to be attached	Yes/No	
<b>10</b>	PF Registration no. (Attach a copy of PF registration No.)	Yes/No	
<b>11</b>	Any other documentary evidence in respect of the eligibility criteria mentioned in the NIT	Yes/No	
<b>12</b>	List of arbitration cases (if applicable). Do not leave blank. If there are no such cases, write Not applicable	Yes/No not applicable	
<b>13</b>	The firm is registered with the Regional Labour Commissioner, Government of Chandigarh (U.T), under provisions of contract labour Act and its	Yes/No	

## Annexure-2

### 6. Performa for financial bid.

(In Official Letter Head of the Bidder and to be enclosed with financial bid in a separate cover marked "Envelop 2")

Name of the work: Contract for supply of manpower on outsourced basis in DRT-1, Chandigarh

Sr no.	Description	Requirement DRT-1 CHD	Rate/w age per month per person in Rs	Pf	ESI	Service tax	Any other charge/bonuses	Service charge
1.	Stenographer							
2	Data entry operator							
3	MTS							
4	Housekeeping Staff							
5	Security Guard							

\* Enclose copy of Government of Chandigarh latest order on minimum wages.

Signature of the bidder  
Name of the bidder  
Seal of the bidder  
Date and place



**Annexure-3**

**Acceptance Certificate**

I.. \_\_\_\_\_  
(Designation). \_\_\_\_\_ of \_\_\_\_\_ (name \_\_\_\_\_ of \_\_\_\_\_ Company)  
hereby accept the Terms & Conditions as mentioned in the tender document  
of DRT-1, Chandigarh for manpower services.

Signature of the bidder

Name of the bidder

Seal of the bidder

Date & Place

**Annexure-4**

**PERFORMA OF MONTHLY SALARY SLIP TO BE ISSUED BY  
CONTRACTOR TO ITS EMPLOYEES**

<b>Pay Slip for the month of</b>	
<b>Employee Number</b>	
<b>Name of the Employee</b>	
<b>Designation</b>	
<b>ESI Number</b>	
<b>PF No</b>	
<b>Bank Account Number</b>	
<b>Monthly Wage</b>	
<b>Deduction towards ESI</b>	
<b>Deduction towards PF</b>	
<b>Total Deduction</b>	
<b>Net pay</b>	

## Annexure-5

THE DETAILS OF CATEGORIES OF MANPOWER REQUIRED, MINIMUM QUALIFICATION AND CONSOLIDATED PAY RANGE ARE GIVEN BELOW:

Sr no.	Categories	Manpower Required	Minimum Qualification	Consolidated Pay
1.	Stenographer	1	Shorthand with speed 120 words per minutes in English, must have a good typing (speed), Graduate. Should be well versed in the operation of MS-Word, Ms-Excel and MS-Power point (additional) skill in a computer.	Minimum wages prescribed by the Government of Chandigarh (U.T.)
2	DEO	4	Graduate with English or 10+2, knowledge of typing in the English. Should be well versed in the operation of MS-Word, Ms-Excel and MS-Power point (additional) must have a good typing (speed) and skill in a computer.	Minimum wages prescribed by the Government of Chandigarh (U.T.)
3	MTS	3	10 <sup>th</sup> pass and having basic knowledge computer	Minimum wages prescribed by the Government of Chandigarh (U.T.)
4.	Housekeeping Staff	3	10 <sup>th</sup> pass and having basic knowledge computer	Minimum wages prescribed by the Government of Chandigarh (U.T.)
5.	SECURITY Guard	3	10 <sup>th</sup> pass and having basic knowledge computer	Minimum wages prescribed by the Government of Chandigarh (U.T.)

**Note:-**

1. Type of manpower with different designation, qualification and wages may be added by DRT-I, Chandigarh.
2. The outsourced staff cannot demand any bonus or benefits available to the employees of this Tribunal from DRT-I, Chandigarh.