

TENDER DOCUMENT

FOR

SUPPLY OF SKILLED/SEMI-SKILLED
MANPOWER ON CONTRACT BASIS

PRAKASH SHIKSHAN MANDAL,
URUN-ISLAMPUR

ISLAMPUR-SANGALI ROAD, URUN ISLAMPUR.
TAL- WALWA, DIST-SANGLI (MS)-415409

TEL: (02342)661212 to 661224
FAX: (02342) 661215

APPLICATION LETTER

To.

Chief Executive Officer
Prakash Shikshan Mandal
Urun-Islampur
Islampur-Sangli road, Urun Islampur.
Tal- Walwa, Dist-Sangli (MH)-415409

Subject: Tender for supply of skilled/semi-skilled manpower to Prakash Shikashan Mandal, Urun Islampur.

In response to your tender inviting notice for the above mentioned contract, I/We, submit the tender with following particulars:

Sr.No.	Description	Particulars
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Name(s) of person(s) operating the account (enclose banker's certificate) (c) Style of Account & Number	
9	PF Code allotted by PF Commissioner with photo copy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Prakash Shikshan Mandal, Urun Islampur. We, the undersigned hereby offer for providing qualified

staff as indicated in the Tender Document to **undertake to supply of skilled/semi-skilled manpower strictly in** accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages declared by the concern Government department from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages act. All other payments like payments under Workmen compensation Act. Etc. shall be borne and payable by me/us. I / We will always keep the bureau indemnified of any claim/ damages that Prakash Shikshan Mandal have to pay with respect to the service and the deputation of any workers to the Prakash Shikshan Mandal.

The Bureau reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The Bureau further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 20,000/- (twenty thousand only) and tender fee Rs.200/- (Rupees TWO hundred only) in the form of Demand Draft/Pay Order drawn in favour of Prakash Shikshan Mandal, Urun Islampur. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit. .

Thanking you,

Yours faithfully,

(Name of the Bidder)

Signature

Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm Name of Firm
Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

**PRAKASH SHIKSHAN MANDAL,URUN-ISLAMPUR
ISLAMPUR-SANGALI ROAD, URUN ISLAMPUR.
TAL- WALWA, DIST-SANGLI (MS)-415409**

**TEL: (02342)661212 to 661224
FAX: (02342) 661215**

Ref : PSM/Admin./Tender/2014-2015

. 05 . 2014

**TENDER NOTICE
FOR
SUPPLY OF SKILLED / SEMI-SKILLED MANPOWER ON CONTRACT BASIS**

PRAKASH SHIKSHAN MANDAL, Urun Islampur invites sealed tenders under bid system from reputed and experienced agencies for, **SUPPLY OF SKILLED / SEMI-SKILLED MANPOWER ON CONTRACT BASIS** at the above address.

The interested agencies are required to submit the bid. The bids in Sealed Cover Sealed and containing on cover super scribed "**Tender for SUPPLY OF SKILLED / SEMI-SKILLED MANPOWER ON CONTRACT BASIS**" and should reach at PSM 02.00 P.M. on or before 27th **MAY, 2014**. The bid shall be opened on 28th May at 4:00 P.M. at PSM Officer.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from PSM on any working day between 10.00 a.m. and 05.30 p.m. on payment of Rs.200.00 only or can be downloaded from BIS website. Those who download the tender document from website should enclose an additional DD for Rs.200.00 along with their tender bid. **The bid security (EMD) of Rs. 20,000.00 (Rupees Twenty Thousand only) should be paid by acceptable mode of payment in favour of PRAKASH SHIKSHAN MANDAL payable at Islampur. (Sangli) The criterion of selection as well as rejection is defined in Annexure -'A' of the tender document.**

The bid shall remain valid for 90 days from the date of opening of bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the PSM website www.prakashinstitutions.org

Note: This notice is a part of Tender Document.

Head (PSM)

TENDER DOCUMENT

**Sub: TENDERS FOR SUPPLY OF SKILLED /SEMI-SKILLED MANPOWER ON CONTRACT BASIS AT PRAKASH SHIKSHAN MANDAL
Sangli – Islampur road, Urun Islampur, Tal.:- Walwa, Dist.:- Sangli**

Name of the work: Contract for SUPPLY OF SKILLED /SEMI-SKILLED MANPOWER ON CONTRACT BASIS in PRAKASH SHIKSHAN MANDAL, Urun Islampur.

CONTENTS AND ELIGIBILITY CRITERIA

Bid of Tender Document:

1. The Tenderer/Bidder shall have at least 02 years' experience in these fields and shall submit the **self-attested copies** of the following documents along with the tender documents:
 - a) PF Registration with PF code number.
 - b) ESI Registration
 - c) Valid License issued in respect of previous employers by Regional Labour Commissioner
 - d) Details of works of similar nature carried out in Central/State Govt. Bodies/Department/PSUs/Autonomous bodies/industries/factories/or other Similar organization. In the last 3 years ending on 31 March.
 - e) Copies of balance sheet and Profit & Loss A/c of previous three financial Years ending 31 March 2009 duly certified by CA.
 - f) **List of Arbitration cases (if any)**
 - g) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
 - h) Details of managerial, supervisory and other staff
 - i) Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment at PSM, Urun Islampur.
 - j) Copy of Last income tax return.
2. Certificates provided for the works detailed in 1d) above shall clearly indicate the scope and nature of work undertaken and the value of various components of work as executed, In order to confirm conformity to the defined similar works.

3. Approximate number of Skilled/semi-skilled workers is given in Annex-I. The actual number may vary as Per the requirement of the trust.
4. Tenderer/bidder shall submit details of organizations, where he has undertaken such similar services as Per Annex-II.
5. General Terms and Conditions of the Contract to be fulfilled by the Tenderer/Bidder are given in Annex-III and **the bidder shall submit it with Bid duly signed on each page in lieu of agreeing to them .**
6. The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, as per law with valid registration on the last date of submission of the bid.
7. The bidder should have an office in the Sangli, Kolhapur or Pune
8. There should be no case pending with the police against the proprietor/firm/partner or the company (Agency) . **The firm should give such an undertaking with their bid.**
9. The bidder shall pay Bid Security (EMD) of Rs.20000.00 (Rupees twenty thousand only) along with the Technical bid by acceptable mode of payment as prescribed favors of PRAKASH SHIKAHNS MANDAL, Urun Islampur drawn on any commercial bank and payable at Islampur. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and Thus shall not be considered for evaluation at any stage. The bid security without interest Shall be returned to the unsuccessful bidders after finalization of contract.
10. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded Above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work, his bid security shall be forfeited unless time extension has been granted by PSM.
11. The bid shall be valid and open for acceptance of the Competent Authority of trust for a period of days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
12. An agreement shall be signed with the successful bidder as per specimen enclosed.
13. Counter Terms & conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
14. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
15. The sealed tender should be submit in the Administration Section of PRAKASH SHIKSHAN MANDAL, Urun Islampur.
16. 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.
17. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.
18. The rates should be indicated both in words and figures. In case of discrepancy between the figure

(number) and words, the rates given in the words only will be taken as authentic and no further clarification will be sought from the bidder.

19. No party shall be permitted to tender for work in the trust in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the PSM or in the State or Central Government. Any violation of this condition which comes to the Notice of the PSM after the contract is awarded will entitle the PSM to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the PSM on account thereof.
20. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer., (d) Any unilateral revision made by the bidder during the validity period of the offer.
21. The Service Tax, if any, paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.

Declaration by the Tenderer:

This is to certify that, I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. DD/Pay Order No.....

2. Terms & conditions **(each page must be signed and stamped with the seal)**

3. Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Address:

Phone No (O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non-submission of any of the documents above will render the bid to be rejected.

ANNEXURE-I

**CONTRACT PERSONNEL REQUIRED AT PRAKASH SHIKSHAN MANDAL,
URUN ISLAMPUR.**

Approximate number of skilled/semi-skilled manpower

Sr.No.	Name of the post	Qualification	Experience	No of Posts
1	Security Officer	B.A.	5 years' Experience OR Retired Military Officer	05
2	Security Guard	10 th or 12 th	5 years' Experience OR Military Retired person	22
3	Hostel In-charge Gents & Ladies	B.A. with Phycology	2 years' Experience	10
4	Mess In-charge	B. Sc / M Sc in food Technology OR Military retired Person	5 years' Experience OR Ex-Military retired Person	02
5	Sports Teacher	B.A. B. P. ed / M. ed	5 years' Experience and state/National level Champion in any stream of sports	03
6	Peon	10 th Pass	Not necessary	10
7	Asst. Cook	Diploma in Hotel Management	5 years of All types of Cooking Experience	03
8	Helper	Knowledge of Cooking	2 Years	21
9	Driver	10 th Pass	2 Years' Experience, Heavy license with Batch	24
10	Word Boy	10 Pass	2 years' Experience	03
11	Ex – Ray Tech	Diploma in Ex- ray technician	2 years' Experience	01

ANNEXURE-II

Details of other organizations where such contracts undertaken during last three years
(Enclose supporting documents).

Performa containing details of other organization where such or similar contracts were undertaken.

Sr.No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. <u>(please specify)</u>	Amount of contract	Reason for Industries (if currently not valid)
1						
2						
3						

This information to be given in “Envelope No. 1 Technical Bid for Annual Contract for supply of skilled/semi-skilled workers.

CHECK-LIST**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sr. No.	Description of requirement	Yes/No	Page No
1	The firm is registered with the Regional labour Commissioner under provisions of contract labour Act and its validity date	Yes/No	
2	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3	Registration certificate of provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner.	Yes/No	
4	Copy of Registration certificate/allotment letter of service tax number	Yes/No	
5	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
6	Registration certificate of ESI enclosed	Yes/No	
7	Preform containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
8	DD of Rs.20000/- as EMD	Yes/No	
9	Price bid preform completed & sealed in separate envelope	Yes/No	
10	List of Arbitration cases (if applicable) Do not leave it blank. If there are no such cases, write "Not Applicable".	Yes/No /Not applicable	
11	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at PSM.	Yes/No	
12	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
13	Copy of last income tax return	Yes/No	
14	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
15	Office address of concern government labor department	Yes/No	
16	At least two currently valid contracts for similar work	Yes/No	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions Contained herein and undertake myself/ourselves to abide by them.

- Encls: 1. DD/Pay Order No.....
2. Terms & conditions (each page must be signed and sealed)
3. Financial Bid.

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Date:

Phone No (O):

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non-submission of any of the information above may render the bid to be rejected

(To be made on Rs.100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand fourteen between PRAKASH SHIKAHAN MANDAL, Urun Islampur, as one part, hereinafter called PSM and M/s _____ other part herein after called Agency for **providing skilled/semi-skilled manpower** on the following terms a conditions.

WHEREAS the PSM is desirous to engage the Agency for providing **skilled/semi-skilled manpower** for Prakash Shikshan Mandal, Urun Islampur on the terms and conditions stated below:

1. The agency shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in PSM. The PSM shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability /compensation for the personnel deployed by it at trust The PSM shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving two months' notice on either side.
5. In case of non-compliance with the contract, the trust reserves its right to:
 - a) Cancel/revoke the contract, and /or
 - b) Impose penalty up to 10% of the total annual value of contract.
6. Security deposit equal to 10% of the Annual Contract Value (Refundable without interest after months of termination of contract) in the form of pay order/demand draft /FDR/or bank guarantee from a commercial bank shall be furnished at the time of signing of the Agreement.
7. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in trust.
8. The personnel provided by the Agency will not claim to become the employees of PSM and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in trust.
9. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
10. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
11. Decision of PSM in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
12. In case of any dispute between the Agency and PSM, PSM shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Islampur Dist. Sangli

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Sangli /in the presence of the witness:

Central Laboratory, Bureau of Indian Standards

Witness: 1.

2.

AGENCY

Witness: 1.

2.

TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF SKILLED/SEMI-SKILLED MANPOWER

(Annexure to Agreement)

A. SCOPE OF WORK : SUPPLY OF SKILLED /SEMI-SKILLED MANPOWER ON CONTRACT BASIS

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The Contracting Agency shall render the following services to PSM:
 - a) To **SUPPLY OF SKILLED / SEMI-SKILLED MANPOWER ON CONTRACT BASIS** in the supplied manpower should be competent enough to execute the office work assigned to them.
 - b) The skilled workers would be engaged for the following type of job:-
 - a) To attend to all work assigned to them by the concerned sectional in-charge, which may include all official and clerical work; like typing, dictation, maintenance of accounts records manually as well as on software.
 - b) The receptionist will attend to visitors, attend all calls and assist the office in its proper functioning. She will attend from 0930 hrs to 1800 hrs from Monday to Friday.
 - c) The driver :- all work assigned to them by the concern institution w.r.t. driving like bus, care, van etc. Driver should have Heavy Driving License and Batch.
 - d) The Cook :- The cook is diploma qualified holder and to prepare all types of food for Break Feast, Lunch, Dinner etc.
 - e) Ex-Ray Technician should be Diploma in Ex-Ray Technician he should maintain the machine and also take ex-ray of incoming patients
 - f) Mess In-charge having Military retired person to maintain and manage all the activities w.r.t Mess like, Secure and supply of food materials, maintain stock of all materials used for the cooking purpose, strictly supervise, maintain and prohibit the immoral activities.
 - c) The semi-skilled workers would be engaged for the following job:-
 - (i) Lifting of sample, equipment and other remnants for shifting to other department at PSM.

- (ii) Dusting of standards (books)/files stocked in stores, sections, departments at PSM. Sending files, wooden and steel furniture from one section/building to another.
- (iii) Unforeseen manual jobs emanating from time to time.
3. The working hours will be as under:
From 9:00 AM to 6:00 PM from Monday to Saturday and Sunday is holiday on account of being weekend days. They may also be called on Sundays as and when required for which extra payment per person per day basis will be given.
4. The personnel deployed shall be healthy, active and not more than 45 years of age. Nobody shall have any communicable diseases.
5. The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel.
6. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. The Contractor shall pay the wages to the security personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the PSM for whatever reason. Wages payable shall not be less than the minimum wages payment as declared by the Govt. of NCT of Delhi from time to time; The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at PSM. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications.
- a) The payment of wages Act 1936
 - b) The Employees Provident Fund Act, 1952
 - c) The Factory Act, 1948
 - d) The Contract Labour (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Gratuity Act, 1972
 - g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948
7. The personnel will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to Trust.
8. Replacement of personnel as required by the Trust will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the Trust. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the PSM along with testimonials before they are actually deployed for the job.

9. In case of any loss that might be caused to the PSM due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the such loss shall be compensated by the contracting Agency and in this connection, the Trust shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the PSM besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the PSM shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
11. That Contractor's authorized representative(Owner/Director/Partner/Manager)shall personally contact Head of the PSM or the office in charge of Administration at PSM at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
12. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
13. The successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of PSM which would remain with PSM during the contract period and no interest shall be payable on the Security Deposit amount.
14. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to PSM with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the Trust at any other point of time.
15. If at any point of time it come to the notice of the PSM that the contract personnel deployed are different from the list provided (with attested photographs), PSM will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified .
16. The contract personnel deployed by the contractor shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the Trust shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
17. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the PSM. In the event, Trust makes any payment or incurs any liability; the contractor shall indemnify the PSM completely;
18. In case of any dispute arising out of this agreement then PSM shall nominate any officer of the Trust a sole arbitrator to adjudicate upon the issue involved in the dispute and the Provisions of the Arbitration Act shall be Applicable.
19. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Islampur Court will have the jurisdictions settle and decide all the disputes.
20. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

21. As and when the PSM requires additional contract personnel on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the PSM.
22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
23. In case the PSM suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the PSM reserves the right to terminate the contract without assigning any reasons.
24. Personnel engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra personnel.
25. The contractor will be held wholly responsible for any action taken by statutory bodies for Violation/non v compilation of any such provision/rule.
26. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the Trust at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registered.
27. The above records and the following returns filed by the contractor have to be produced to the Admn. Department of Trust on demand and original/photocopies of these records should be handed over after completion of the contract.
 - (a) Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.
 - (b) Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
 - (c) Half yearly return in form XXIV under Rule 82(1) of the Contract Labour(R&A) Act, 1970.
 - (d) Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.
 - (e) Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948
 - (f) Any other applicable return.
28. The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by the PSM.
29. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by State & Central Govt. and such minimum shall be the higher between the State and Central Govt. notified minimum wages, from time to time, as applicable during the contract period.
30. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month. The payment of wages will be made in the presence of an authorized representative of PSM at a place and time notified for the purpose.
31. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Act.
32. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.

33. The Trust reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
34. The contractor must get police verification of all his personnel employed at PSM and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his voter ID, PAN, residential address, educational qualificationsetc. He should also give the list of his sons and relatives who are working in this office as sub-contractors or the laborers. If there is no such thing, the contractor has to give an undertaking to this effect.
35. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulges in such type of activities, should not be further employed in this office by the contractor in any case.
36. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the PSM will be considered applicable at the time of any dispute/following any statutory rules.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between PSM and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

The criterion of selection as well as rejection .

1. **Trust reserves the right to accept or reject any or all bids without assigning any reasons**
2. **PSM also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.**
3. The contractor will demonstrate to the Trust the following to be able to qualify for consideration at the stage of technical evaluation:
 - (1) At least two years standing in the field
 - (2) Experience of providing such or similar services to the Central/State Govt. Departments/Autonomous bodies/PSUs/Industries etc. during last 3 years.
 - (3) At least two currently valid contracts for similar works to offices of Central/State Govt. Department/PSUs/Autonomous bodies/industries/or other similar organizations.
 - 4) Submission of EMD and all documents mentioned in check-list (Annexure-IV).

Note : Without affecting the sanctity of the above criterion, Trust has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of Trust.

4. Incomplete tenders would be rejected. **Further, the rejection criterion is mentioned in Annexure-IV [check-list].**
5. Preference may be given to the contractor(s) having valid Quality System Certificate as per ISO 9001:2000, in case of same rates.
6. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contracts and above conditions into account together is not bound to accept the lowest rates.

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope 2")

**Name of the work: Contract for SUPPLY OF SKILLED /SEMI-SKILLED MANPOWER
ON CONTRACT BASIS in Prakash Shikshan Mandal, Urun Islampur.**

Sr. No	Description	Rate/ Wages per month per person in Rs. *	P F *	ESI *	Service Tax	Any other charges	Contractor's profit (service charge)	Total per person
<u>1</u>	Skilled Workers- Security Officer (knowing security, petroling, Time and record keeping work, Supervision etc.) (Graduate in any discipline)							
<u>2</u>	Skilled Workers:- Hostel Incharge (B.A. in Phycology) with 2 years Exp.							
<u>3</u>	Skilled worker :- Mess Incharge (B.Sc/ M.Sc in food Tech.) with 5 years experience							
<u>4</u>	Skilled Worker:- Sports Teacher-B.A B. ped ./ M. ed.							
<u>5</u>	Skilled Worker :- Cook – Diploma in Hotel Management (with 5 years experience)							
<u>6</u>	Semi-Skilled Workers:- Security Guard 10 th or 12 th Pass with 5 yrs Exp.							
<u>7</u>	Semi Skilled Worker :- 10 th Pass							