



# Government of Punjab Department of Elections

(SCO No.29-32, Sector: 17-E, Chandigarh)  
☎ 0172-2704779, 2704701, 27248749 ☎ 0172-2707970

## e-Tender Document

No.: Elec-2024/AE3- 8469

For Providing  
MANPOWER SERVICES ON OUTSOURCING BASIS  
in the offices of  
Chief Electoral Officer Punjab  
and  
District Election Officers  
and  
Electoral Registration Officers

### Cost of Tender Document

Rs. 2000/- to be paid on online portal  
<https://eproc.punjab.gov.in>

(No other mode of payment will  
be entertained)

OFFICE OF THE CHIEF ELECTORAL OFFICER, PUNJAB,  
SCO NO.29-32, SECTOR 17-E, CHANDIGARH.

E-TENDER NOTICE

**For providing the Manpower Services on Out Sourced basis in the offices of Chief Electoral Officer Punjab and 23 District Election Officers and Electoral Registration Officers**

e-Tender is hereby invited via two-bid system from highly reputed, well established & professional Manpower Services providers, capable of providing manpower services according to terms and conditions given in tender form by the Department for providing all types of manpower as per requirement.

The **e-TENDER DOCUMENT** comprises of detailed terms and conditions. Tender can be downloaded from the official web site of this department at <https://ceopunjab.gov.in> and <https://eproc.punjab.gov.in>.

e-Tenders should be submitted through online portal i.e. <https://eproc.punjab.gov.in> from **16 September, 2024 (Monday) to 07 October, 2024 (Monday) up to 03.00 PM and will be opened on 08 October, 2024 (Tuesday) at 03.00 PM** in the presence of Bidders, who wish to be present. The CEO reserves the right to reject all or any of the Tender(s) received, and to annul the Tendering process without assigning any reason. The CEO also reserves the right of negotiations with L-1, if considered necessary.



Deputy Chief Electoral Officer, Punjab

## Tender Document Control Sheet

| Sr. No. | Particulars   | Description and Schedule  |
|---------|---|---|
| 1.      | Bid No.:  | Elec-2024/AE3-849 of 2024   |
| 2.      | Bid inviting authority and Office address                     | Deputy Chief Electoral Officer, Punjab<br>SCO No.: 29-32, Sector: 17-E,<br>Chandigarh |
| 3.      | Date & Time for start of download of e-tender                 | 16.09.2024 at 10.00 AM  |
| 4.      | Date of Pre Bid   | 23.09.2024  |
| 5.      | Last date & time of online submission of bid on e-proc portal | 07.10.2024 upto 03.00 PM  |
| 6.      | Date & time of Opening of technical bids online               | 08.10.2024 at 03.00 PM  |
| 7.      | Date & time of Opening of Financial bids online               | To be intimated later   |
| 8.      | Address for communication                                     | Chief Electoral Officer, Punjab<br>SCO No.: 29-32, Sector: 17-E,<br>Chandigarh-160017 |
| 9.      | Cost of tender document & mode of payment                     | Rs. 2,000/- (Rs. Two thousand only) through online mode.                              |
| 10.     | Earnest Money Deposit (EMD) & mode of payment                 | Rs. 5.00 Lakh (Rs. Five lakh only) through online mode.                               |

|     |   |  |
|-----|---|--|
| 11. | Turnover  | Average Annual Turnover of Rs. 10.00 crore (Rs. Ten crores only) in the last three financial years.  |
| 12. | Total annual cost of tender   | Approximately Rs. 5.50 Crore   |
| 13. | Solvency Certificate is required, issued by any of the commercial/Nationalized Bank                   | Worth Rs. 1.00 crore (Rs. One Crore only)  |
| 14. | Security Deposit  | Rs. 25.00 Lakh (Rs. Twenty Five Lakh only) in the shape of Performance Bank Guarantee.   |
| 15. | Contact details<br><br><b><i>(Time of contact: 0930 hrs to 0430 hrs during working days only)</i></b> | 1. Sh. Bharat Bhushan Bansal,<br>Deputy Chief Electoral Officer,<br>Punjab<br>0172-2704701; +919417026842<br>2. Sh. Rakesh Kumar Khanna,<br>Superintendent<br>Mobile No.: +91 9888652151<br>Email id: <a href="mailto:dyceo@punjab.gov.in">dyceo@punjab.gov.in</a> |
| 16. | Websites for RFP reference  | <a href="https://ceopunjab.gov.in">https://ceopunjab.gov.in</a> and<br><a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>   |
| 17. | Punjab Government online Portal for submission of Bld   | <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>  |



## e-TENDER DOCUMENT

**e-Tender for award of Contract for outsourcing of Manpower in the office(s) of Chief Electoral Officer Punjab and 23 District Election Officers/ 117 EROs**

### BIDDERS' ELIGIBILITY CRITERIA

1. The bidder must have rendered services for a minimum of least 05 years either as registered Company under Companies Act, 1956 or as Partnership firm registered under Partnership Act 1932 or as LLP. The bidder must have been in existence for the last five years. (**Attach copy of relevant certificates, Registration details etc.**).
2. The Tender of the Bidder who have been black listed due to any reason by Central Government or any State Government or any other organization will not be entertained. An affidavit on the non-judicial paper of required value of Rs. 25/- in Annexure-6 of this tender will be given by the Bidder that he/she or his/her company/firm has not been blacklisted/debarred and none FIR/Police registered by Union Government or State Governments/Semi Governments and any of the Board or Corporation of State of Punjab. Also, Individual/Firm/Companies blacklisted or any FIR/Police case registered by the Union or State Governments or any partners or shareholders thereof are not directly or indirectly connected with or have any subsisting interest in the business of our firm/company. The Tender of such Bidder will be rejected as and when it comes into the notice of the Department. And, in case of time loss to the Department owing to representation of wrong information by such a Bidder, the loss occurred shall be recoverable from any pending/releasable payment, earnest money and security deposits etc. of such Tenderer(s) as deemed fit by the Competent Authority. **An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm in Annexure-6.**
3. The tenderer should not have any dispute/litigation of any type with any of its employees or any of its clients for withholding payment, in part or in full, to be made in ESI/PF account of employees, especially under **Section 7A Proceedings** under Employees Provident Fund & Miscellaneous Provisions Act 1952. **An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm in Annexre-7.**
4. The Service Provider should have satisfactory experience of providing manpower (Professional Office Staff etc.) in Govt / Semi Govt. / Govt. Undertaking / Educational Institutes / PSUs / other reputed establishment. Experience must be in the service providing agency must be the business of providing manpower to various areas.
5. Successful ongoing at least five works in the state of Punjab, each of value not less than 85% of the estimated cost of tender in the last 5 years.

6. Bidder should have successfully deployed its manpower in at-least 15 districts of Punjab to various government departments.
7. The bidder must comply with the statutory requirement, such as registration with ESI, EPF, EDLI, PAN /TIN/TAN & GST etc. and **submit proofs thereof.**
8. **Turnover**-The Agency/Contractor must have sound financial stability with an average annual turnover of INR 10.00 Crores in preceding three financial years in similar services. **(Copy of Certified & Audited Balance Sheets or Chartered Accountant's certificate must be enclosed).**
9. The Company should be registered under Shops and Establishment Act in Chandigarh or Punjab before date of bidding" **(Copy of Registration Certificate to be attached)**
10. **Bidder should have Solvency certificate worth Rs. One Crore only issued by any of the commercial/Nationalized Bank.**
11. Should have valid ISO 9001-2015 and OHSAS 18001 – 2007 certificate before the date of submission. **(To be attached as proof.)**
12. Company to have running HRMS (Human Resource Management System) Software for employee for past 3 years to generate salary slips, leave Management, Payroll Management and other HR functions from hiring to Exit Management. **(Provide link, ID and Password.)**
13. The bidder should have sufficient number of Technical and Administrative employees on its pay roll for the proper execution of the manpower contract like Legal, HR, Account, Payroll, Statutory and Operations. The bidder should submit list of the employees stating clearly how these would be involved in this work and how the HR Agencies core management staff would provide back-up support to the deployed personnel in smooth running of day to day activities.

Note: - No document will be demanded asked from the bidder to complete the document once the e-tender is submitted to the authorities.



### INSTRUCTIONS TO BIDDERS

1. The Interested Service providers/ bidders may visit official website (<https://ceopunjab.gov.in> and <https://eproc.punjab.gov.in> to understand the process of bids.
2. The bidder has to sign the required bid documents one by one as indicated in the tender document.
3. **Tender Cost:** The bidder should submit the tender cost as mentioned in e-tender Document Control Sheet with technical bid in online mode on online portal of Punjab Government i.e. <https://eproc.punjab.gov.in>.
4. **Earnest Money Deposit [EMD]:** The bidder should submit the EMD as mentioned in e-tender Document Control Sheet with technical bid in online mode on online portal of Punjab Government i.e. <https://eproc.punjab.gov.in>.
5. The earnest money of unsuccessful bidders will be returned to them without any interest within 30 working days after awarding the contract.
6. **EXEMPTION:** Tenderer is not exempted from furnishing the Earnest Money Deposit (EMD) and Tender Cost under any circumstances.
7. The Chief Electoral Officer, Punjab may issue corrigendum to the tender documents before due date of submission of e-tender. The Agency/Contractors are required to read the tender documents in conjunction with amendments, if any, issued by the Chief Electoral Officer, Punjab. The Agency/Contractor is not supposed to incorporate any amendment / errata in the body of e-tender documents either in ink or pencil. In such cases the e-tender shall not be considered, and the amendment / errata issued by the Chief Electoral Officer, Punjab shall only hold good. The amendments/errata issued to these Documents, if any would be uploaded on website: <https://ceopunjab.gov.in> and also on <https://eproc.punjab.gov.in>.
8. The Chief Electoral Officer, Punjab reserves the right to postpone/modify and / or extend the date of receipt of opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled to any form of compensation from the Department.
9. **VALIDITY OF BID:** Bid submitted online by Bidder shall remain valid for acceptance for a period of **180 days** from the date of opening of the FINANCIAL BID. Bidders shall not be entitled during the said 180 days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the department.
10. The e-Tender will be opened on the date and time specified in the e-tender Document Control Sheet. In the event of the date of opening of e-tender being declared a holiday by the State Govt., then the e-tender will be opened on 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 e-tender

as specified in the e-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 e-tender.

12. To work out the feasibility of the tender the rate of TDS will be considered/deducted @2% of all the tenderer without considering their status providing equal opportunity to all tenderer. This is to be clarified that in case of the rates quoted by more than one bidder are found to be the same, the selection criteria shall be current ongoing projects in numbers/totality, the longest running project(s) and the year of inception of the company/firm etc. as compared to others in PSU's/Govt./Semi Govt. organizations as mentioned above in essential requirement.
13. The Chief Electoral Officer, Punjab does not bind itself to accept lowest or any other tender. The Chief Electoral Officer, Punjab further reserves its right to reject all bids and null the bidding process at any time prior to award of contract, without assigning any reason whatsoever and without there by incurring any liability to the affected bidder or bidders.
14. In case of violation of any of terms and conditions as mentioned herein, Earnest Money/Security Deposit of the tenderer(s) shall be forfeited in full.
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 e-tender or the e-tender accepting officials/authority be for the finalization of e-tender shall render the same liable for rejection.
16. **All documents of Technical Bid to be uploaded on online portal of Punjab Government i.e. <https://eproc.punjab.gov.in> shall be duly stamped and signed by the authorized signatory of the agency.**
17. **Bidder shall also prepare and enclose the INDEXING of bid comprising of page numbers of documentation attached with Technical bid.**
18. Each **Agency/Contractor** shall submit only one e-Tender for the entire scope of work. **Agency/Contractor** who submits more than one e-tender or part tender or conditional bid will be treated as non-responsive & rejected.
19. Individual signing the e-tender or other documents connected with the contract shall indicate the full name below the signature and must specify as to in what capacity he/she is signing. He/She shall also submit documentary evidence of his authority duly attested by a Notary Public. A person signing the letter form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Chief Electoral Officer, 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 for all cost and



damages arising from the Cancellation, including any loss which Department may have on account of execution of contract/intended contract.

20. **Pre-bid Meeting**-The Pre-bid meeting will be held at 12.30 PM to 01.30 PM on 7<sup>th</sup> working day from the day of publication of tender, if on that day, there will be a holiday, then the pre-bid meeting will be held on immediate next working day.

## MODE OF SUBMISSION

21. The Agency/Contractor has to submit bids on online portal of Punjab Government <https://eproc.punjab.gov.in> as per schedule mentioned in e-Tender Document Control Sheet.
22. The following documents are to be upload on online portal along with technical bid:
  - i. Tender Fee deposited online; the receipt tender fee shall be uploaded.
  - ii. Earnest Money Deposit (EMD) deposited online; the receipt shall be uploaded.
  - iii. Bidder's General Information Annexure-1 along with the documentary proof shall be uploaded.
  - iv. Bidder's Eligibility Criteria Annexure-2 along with the documentary proof shall be uploaded.
  - v. No Deviation Confirmation as per Annexure-3 shall be uploaded.
  - vi. Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents shall be uploaded.
  - vii. Additional documents, if any, shall be uploaded.
23. The Financial bid must be filled in BOQ sheet uploaded in <https://eproc.punjab.gov.in> and upload the same.

## SELECTION CRITERIA

24. **Technical bid:** Technical bid will be downloaded by the Committee and will be opened as per schedule mentioned in e-tender Document Control Sheet in **the Office of Chief Electoral Officer, Punjab** in the presence of the bidders or their authorized representatives, who wish to be present, at their own expenses. The documents submitted online in the technical bid will be evaluated by the Committee. The bidder(s) who do not meet the eligibility criteria will not be considered for further evaluation. It shall include the Checklist as per **Annexure-2** and the required documents.
25. **Financial bid:** Bidder has to quote rates in BOQ sheet already uploaded with this e-tender and after filling the same be uploaded by bidder on online portal of the Punjab Government.

If bidder, quote the rates in any other form or in technical bid, the bid of that bidder will straightway be rejected.

## TERMS AND CONDITIONS

26. **Scope of Work:** Contract for providing manpower viz Data Entry Operators, Drivers, Accountant, Sweepers etc. within different offices of the department in the State of Punjab and its Headquarters at Chandigarh as per qualifications and job requirements as applicable from time to time, initially for a period of three year extendable further one year to year basis, as per details mentioned in hereunder at Sr. No.28.
27. **Name of Contract:** Contract for providing manpower in Various Offices under the Chief Electoral Officer, Punjab, Chandigarh in Chandigarh and the State of Punjab (District Election Offices [DEO]/Electoral Registration Offices [ERO] offices).
28. **Category of Employees and their Qualifications.** The contractor shall provide/hire the following category of employees having qualifications mentioned against each category:

| S No | Name of Post         | No. of Post | Minimum Qualification  | Other requirements  |
|------|----------------------|-------------|--|---|
| 1.   | Data Entry Operators | 146         | Graduate from recognized University. One-year Diploma in Computer Applications. Must have passed Punjabi in Matric and having typing speed 30 words per minute in both English and Punjab languages. | Would be required to work in MS Office, Excel and basic computer applications |
| 2.   | Peon                 | 133         | Middle with Punjabi Pass   |   |
| 3.   | Mali                 | 1           | Middle with Punjabi Pass   |   |
| 4.   | Chowkidar            | 8           | Middle with Punjabi Pass   |   |
| 5.   | Sweeper              | 29          | ----   |   |

29. Any post(s) can be added/excluded from the list as per administrative requirement and there shall be no claim of bidder on this account.
30. The number of posts will be intimated to the Successful bidder, which can vary in any financial year subject to the approval of Department of Finance. In case any other post(s) of another nomenclature is created in future will also be deputed by the Successful bidder.
31. All the above mentioned posts are created by the Department of Finance Punjab on permanent basis and are being filled on outsourced basis with the prior approval of Department of Finance. The Department of Finance accord its



approval to fill these posts on outsourced basis on year-to-year basis and also will be renewed on year-to-year basis by the Department of Finance.

32. **Period of Contract:** The contract shall initially be for a period of three years from the date of finalization and it will be extendable on year-to-year basis, subject to satisfactory performance of services and compliance of all terms and conditions for the agreement.
33. The Secretary Elections -cum-Chief Electoral Officer Punjab is the Competent Authority to extend the period of agreement/contract.
34. The competent authority i.e. the Chief Electoral Officer, Punjab, Chandigarh may allot the contract in full or part to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise it is deemed fit to do so in the public interest in order to ensure the effective availability of these services.
35. The successful bidder shall be required to execute an Agreement Deed on stamp paper of appropriate value. The cost of stamp paper will be borne by the Successful bidder.
36. **Security Deposit**-Successful contractor shall deposit bank guarantee equal to amount mentioned in E-tender Document control Sheet in **Annexure-5** for all employees of all the categories for which he would be required to supply the manpower for equal period of agreement, which can be extended, if required.
37. The Chief Electoral Officer, Punjab, Chandigarh shall have absolute right and authority for the enforcement/ encashment of the bank guarantee/other security, in case of any breach of clause of the Agreement by giving prior notice.
38. A penalty @ 1% of the monthly value of contract shall be imposed for commencement of work within the stipulated period after the issue of allotment letter for every fortnight or part thereof. In case the authority competent to do so finds that the grounds given by the contractor are reasonable and satisfactory, the penalty may be relaxed.
39. The decision of the Chief Electoral Officer, Punjab, Chandigarh with regard to the determining of quality of work/ services done by the contractor shall be final and acceptable to the contractor. The contractor shall, therefore rectify the defect so pointed out without any extra payment. The Chief Electoral Officer, Punjab, Chandigarh reserves the right to get the work/ services so rejected done/ replaced at his own level at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this account shall be recovered from the bills of the contractor or any other outstanding dues or by enforcement/encashment of any or all parts of the security/bank guarantee, as he may think proper.
40. The successful contractor shall deploy the required number of personnel to provide the said services and immediately communicate their names, qualifications, percentages, residential addresses, ages, etc. within 10 days from the date of their deployment or any change about it from time to time.



41. The successful bidder will take-over all the existing staff deputed by previous Outsourced Agency(s)/Service Provider in the offices of CEO/DEO/ERO within one month from award of contract.
42. The contractor as well as the staff deployed on duty shall, however, be bound to carry out the directions/ instructions given to him in this regard by the Chief Electoral Officer, Punjab, Chandigarh or any such officer so authorized to do so by the Chief Electoral Officer, Punjab, Chandigarh in this respect from, time to time. Any dereliction from such obligation shall be considered a breach of the terms of this contract.
43. The contractor will ensure that employees are medically fit and free from communicable disease. He shall be responsible for providing his -staff the facility of timely immunization etc. and other required facilities at his own cost. The contractor at his own level will ensure the verification of the antecedents of the person to be provided, from the appropriate authority.
44. The persons so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages as per stipulated rates and all other dues within the stipulated time which the contractor is liable to pay as per the various Labour Regulations and other statutory provisions. The Chief Electoral Officer, Punjab, Chandigarh shall be absolved from any such liability in this regard.
45. Contractor shall endeavor to ensure that only such persons are deployed who are willing to work continuously for a reasonable length of time.
46. **Wages**-The contractor shall pay monthly wages to all his employees as per detail given in **Appendix-A** to this tender document plus statutory charges (EPF/ESI/EDLI) or DC rate Chandigarh / minimum wages fixed by the labour Department, Punjab. The contractor shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under. Any changes may be communicated to the agency in the due course. The contractor will keep this office informed of all such communication.
47. The contractor shall be responsible for fulfilling all these obligations towards the persons deployed under the Minimum Wages Act, ESI Act, Bonus Act, and other relevant Acts as applicable and amended from time to time.
48. **Maternity Benefits**-Maternity benefits to the Women will be payable as per The Maternity Benefit Act, 1961 (as amended in 2017 and further amended from time to time as per instructions issued by the Government of Punjab Department of Labour vide memo no.: 24/02/2016-2L(PF-1)/340 dated 20.04.2023 and as per amended in future from time to time.
49. **Service/Administrative Charges**-The Government of Punjab in Department of Finance has fixed the maximum limit of service charges as 2½% for the supply of manpower. The bids received with the quote of more than 2½% service charges or "NIL/ZERO" will not be accepted and will be rejected straightway.



50. **Negative Bids-** The Negative bids will not be accepted and will be rejected straightway.
51. The contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF/ EDLI/ with the concerned department/ authorities at his own level and maintenance of such record as per rules. He will also arrange to open such EPF/ESI/EDLI account of all the employees deployed by him. In case of failure on the part of contractor to deposit EPF/ESI/EDLI with the concerned authorities within the stipulated period, the contractor shall be liable to pay penalty so imposed by such authority.
52. The contractor will pay EPF/ESI/EDLI to all his employees as per statutory provisions prevailing from time to time, which will be reimbursed to him by the Chief Electoral Officer, Punjab, Chandigarh. However, no reimbursement of any penalties shall be made.
53. The Successful bidder will issue the hanging Identity Cards with affixing of their photograph to all the persons deployed by him in CEO/DEO/ERO offices. He further instructs to all the persons to wear the identity card issued to them during the office hours.
54. ***Dress-Code-The Successful bidder will maintain/implement the dress code for Group-D persons deputed by him. Non- adhering the dress-code by the Group-D persons deployed by him will be charged Rs. 25/- (Rupees twenty-five only) per person/per day.***
55. He will arrange the disbursements of wages to the staff so deployed for duty through electronic payment. He will furnish the proof of payment of salary and the deposit of such contributions to the appropriate authority within 10 days from the disbursement of salary bill from this office. Department of Elections will re-imburse the payment made by successful agency/contractor to manpower deployed in CEO/DEO/ERO offices.
56. The contractor shall conform to the provisions of various Central/ State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS as per provision of the Income Tax Act, every month. Apart from this the contractor shall pay GST as applicable from time to time, if any, as per the rules with the concerned department and submit a copy of the receipt to this office. GST & TDS may also be deducted at source if there are any instructions of the concerned Department in this regard.
57. The payment on account of GST paid will be reimbursed to him by the Chief Electoral Officer, Punjab, Chandigarh. However, no penalty on account of delay in deposit/payment of statutory charges service tax will be made.
58. The contractor shall make the payment of wages to the persons so deployed through Electronic Payment and shall on demand furnish bank statement to this office for the purpose of verification etc. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. He will maintain



individual's ledger/ wage book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.

59. The persons deputed by the successful agency/contractor/firm in CEO/DEO/ERO office on these posts remain on the acquittance roll of the agency/contractor/firm and, shall not having any claim for the permanently observance of their services on these permanent posts of the Department.
60. Any obligation or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/ or execution of this contract shall be carried out by the contractor at his own expenses etc. The contractor shall be solely liable for violation of any provisions of the said Act or any other Act.
61. The contractor shall take all reasonable precautions to prevent any unlawful acts or disorderly conduct of his employees so deployed and for the prevention of peace and protection of persons and property of the Department.
62. In case any of the persons so deployed by the contractor does not come up to the mark or performs his duties unsatisfactorily or indulges in any unlawful acts or disorderly conduct or indiscipline, the contractor shall take suitable action against such employee on the direction of the Chief Electoral Officer, Punjab, Chandigarh or any other officer so authorized by him in this regard.
63. ***In case of any complaint/ defect pointed out by the Chief Electoral Officer, Punjab, Chandigarh or his authorized representative, the contractor shall immediately replace the particular person so deployed.***
64. The contractor shall deploy his employees in such a way that there is no breach of any of the provisions of the Labour Laws including the provisions of the Contract Labour (Regulation & Abolition) Act 1970, as amended from time to time. If contractor commits a breach of the law or fails to furnish any information, or submitting of filing any settlement under the provisions of the said regulation and rules which is materially incorrect, he shall be responsible to the concerned authority for the same.
65. Payment of leave encashment of unvested leave(s), if any, will be the sole responsibility of the Contractor and the Chief Electoral Officer, Punjab, Chandigarh will not be liable on this account.
66. The contractor shall keep the Office of the Chief Electoral Officer, Punjab, Chandigarh, indemnified against all the loss caused to the department property / data by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor at various points. He shall be responsible for paying the amount of any loss caused to the department property by the contractual employees.
67. The Chief Electoral Officer, Punjab, Chandigarh Office shall have further right to adjust or readjust or deduct any of the amounts aforesaid from the payment to be made to the contractor under this contract or out of the security deposits / bank guarantee of the contractor.

68. In order to ensure timely payment of wages to the staff, monthly wages bill shall be raised by the Contractor and submitted to the Chief Electoral Officer, Punjab, Chandigarh Office/DEO offices on the basis of original attendance-cum-work performance report by not later than 3<sup>rd</sup> of each month. The contractor shall be paid the monthly wage bill (including statutory charges) and the monthly service charges within one week of the receipt of the attendance report by the Chief Electoral Officer, Punjab, Chandigarh and respective District Election Officer offices as the case may be.
69. In case of deficiency in services by the contractor or staff so deployed or in the case of disobedience by the staff so deployed on duty, the Chief Electoral Officer, Punjab, Chandigarh or any other officer authorized by him shall be at liberty to impose penalty as may be deemed fit up to a maximum of Rs. 10,000/- for each such occasion after giving him an opportunity of being heard in person. The decision of the Chief Electoral Officer, Punjab, Chandigarh shall be final and binding on the contractor.
70. **TERMINATION OF CONTRACT.** The contract may be terminated by giving one month's notice by the Chief Electoral Officer, Punjab, Chandigarh on occurrence of any the following contingencies:
- a) On the expiry of the contract period (no notice will be served).  
OR
  - b) For committing breach of any of the terms and conditions of the contract by the contractor.  
OR
  - c) In case services of the contract and his employees are unsatisfactory.  
OR
  - d) On assigning the contract or any part thereof or any benefit or interest therein or there under by the contractor to any third person or sub-letting the whole or a part of the contract to any third person.  
OR
  - e) On contractor being declared insolvent by the competent Court of Law.  
OR
  - f) If Department of Finance does not accord its approval to fill these permanent posts on outsourced basis.  
OR
  - g) If Department of Elections fills these posts on regular basis.  
OR
  - h) If the contractor makes persistent defaults in making due payment of wages to his employees as per statutory provisions of the various statutory Acts, in this regard.  
*"Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractors shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever".*
71. In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the



contract shall be borne by the following on such terms and conditions, as the Chief Electoral Officer, Punjab, may further deem fit in public interest, namely:

- a) Legal heirs in case of sole partnership.
- b) Next partners in case of company or firm.

Otherwise the Chief Electoral Officer, Punjab shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper, including revocation of the contract.

72. The Agency shall ensure that before deputing the Personnel, they will **verify the antecedents** of all of them and provide a complete dossier of particulars of each personnel proposed to be deployed.
73. Mere empanelment of agency does not entitle it for securing any work from Department. It is clarified that mere empanelment of agency shall not mean that the Department is obliged to outsource any service to the agency and the agency shall have no right to claim anything on this account. It shall be sole discretion of the Department whether it wants to outsource any service or not.
74. That the personnel deployed by the Agency shall be removed immediately if the Chief Electoral Officer, Punjab, Chandigarh considers such removal necessary on administrative grounds. In case of removal of such personnel, no claim shall be maintainable against Department. Duration of contract shall be one year, subject to quarterly appraisal and review by the authorized officials of the Department. In case the performance of the agency is not found to be satisfactory as per parameters of contract or not in conformity with the terms & conditions of the contract or not in conformity with the terms & conditions of the agreement, the contract can be terminated even prematurely and the security deposit shall be forfeited. The contract will stand terminated without any prior notice on the expiry of contract period. Contract may further be extended further on yearly basis on same terms & conditions and rates at the sole discretion of Chief Electoral Officer, Punjab.
75. Contract will only be commercial agreement, not for joining any employment with State Government.
76. If Department incurs any expenses or any liability is put on them in connection with the deployment of the Personnel of Agency, the same shall be adjusted from the bill of Agency.
77. The Agency shall undertake, at their own expense to the satisfaction of Department a continual updating of skills and procedures followed by the personnel employed by organizing suitable training programs for them from time to time.
78. The Agency shall be responsible for all injury and accidents to persons employed by them while on duty.
79. No party shall be allowed to be represented by the lawyer during any investigation, enquiry dispute or appeal.



80. The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.
81. The contractor will ensure to fill vacant post without any delay. Contractor will send the details of three candidates along with all required documents to the Chief Electoral Officer, Punjab and after the approval and verification of documents the department will select the candidate to be appointed.
82. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Chief Electoral Officer, Punjab. The award of such Arbitration shall be final and binding on the parties thereto.
83. Payment of statutory obligations like EPF, ESIC and other statutory payment etc. can be made by the employer on production of evidence of actual payment of these obligations by the service provider. According to the Pb. Govt Letter No. 1/53/2007-1/2004 dated 8-10-2008 from Under Secretary Finance (s) Punjab.
84. The terms of Punjab Transparency and Punjab Procurement Rule 2022 will be applicable.



**Deputy Chief Electoral Officer, Punjab**

**Annexure-1**

**BIDDER'S GENERAL INFORMATION**

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

| <b>S. No.</b> | <b>Particulars</b>   | <b>Details to be filled by bidder</b> |
|---------------|--|---------------------------------------|
| 1.            | Name of Firm/Agency/Contractor   |                                       |
| 2.            | Number of Years in Operation   |                                       |
| 3.            | Registered address   |                                       |
| 4.            | Operational Address if different from above  |                                       |
| 5.            | PAN No.:   |                                       |
| 6.            | GSTIN No.:   |                                       |
| 7.            | Telephone No. (Landline)   |                                       |
| 8.            | Tele fax No.   |                                       |
| 9.            | Mobile No  |                                       |
| 10.           | Official Email Address   |                                       |
| 11.           | Name & Address of Branch, if any   |                                       |
| 12.           | Type of Organization<br>(whether private limited/LLP/ partnership)<br>as per attached proof) |                                       |
| 13.           | Name of Proprietor/ Partners/Designated<br>Partners/Directors of the Organization/Firm       |                                       |
| 14.           | Local/Registered office at Chandigarh/<br>Panchkula / Distt: SAS Nagar                       | Yes/No                                |

(SIGNATURE OF BIDDER WITH SEAL)



## Annexure-2

### BIDDER'S ELIGIBILITY CRITERIA

| Sr. No. | Description  | Confirmation (Yes/No) | Proof Attached at Page No. |
|---------|--|-----------------------|----------------------------|
| 1.      | The bidder must have rendered services for a minimum of least 05 years either as registered Company under Companies Act, 1956 or as Partnership firm registered under Partnership Act 1932 or as LLP. The bidder must have been in existence for the last five years.  |                       |                            |
| 2.      | The Agency/Contractor should not have been blacklisted by any Govt., Semi/Govt. Deptt., or any other organization an affidavit in original <b>in Annexure-6 (On non-judicial stamp paper duly notarized) to this effect shall be given by the firm.</b>  |                       |                            |
| 3.      | The tenderer should not have any dispute/litigation of any type with any of its employees or any of its clients for withholding payment, in part or in full, to be made in ESI/PF account of employees, especially under Section 7A Proceedings under Employees Provident Fund & Miscellaneous Provisions Act 1952. <b>An affidavit in original in Annexure-7 (on non-judicial stamp paper duly notarized)</b> |                       |                            |
| 4.      | The Service Provider should have satisfactory experience of providing manpower (Professional Office Staff etc.) in Govt/Semi Govt. /Govt. Undertaking/ Educational Institutes/PSUs/other reputed establishment. Experience of the service providing agency must be the business of providing manpower to various areas.  |                       |                            |
| 5.      | Successful ongoing at least five works in the state of Punjab, each of value not less than 85% of the estimated cost of tender in the last 5 years.  |                       |                            |
| 6.      | Deployed its manpower in at-least 15 districts of Punjab to various government departments.  |                       |                            |
| 7.      | The bidder must comply with the statutory requirement, such as registration with ESI, EPF, EDLI, PAN /TIN/TAN & GST etc.   |                       |                            |
| 8.      | The Agency/Contractor must have sound financial stability with an average annual turnover of INR 10.00 Crores in preceding three financial years (2021-22, 2022-23 and 2023-24) in similar services.   |                       |                            |
| 9.      | The Company should be registered under Shops and Establishment Act in Chandigarh or Punjab before date of bidding" <b>(Copy of Registration Certificate to be attached)</b>  |                       |                            |

|     |   |  |  |
|-----|---|--|--|
| 10. | Solvency certificate worth Rs. One Crore only issued by any of the Commercial/Nationalized Bank.  |  |  |
| 11. | Should have valid ISO 9001-2015 and OHSAS 18001 – 2007 certificate before the date of submission.   |  |  |
| 12. | Company to have running HRMS (Human Resource Management System) Software for employee for past one year to generate salary slips, leave Management, Payroll Management and other HR functions from hiring to Exit Management. |  |  |
| 13. | The bidder should have sufficient number of Technical and Administrative employees on its pay roll for the proper execution of the manpower contract like Legal, HR, Account, Payroll, Statutory and Operations.              |  |  |

**Note:** Enclose copies of the relevant documents.

Date:

Signature and Seal of Bidder



**Annexure-3**

**NO DEVIATION CONFIRMATION**

To

The Chief Electoral Officer,  
Punjab.  
SCO 29-32, Sector 17-E,  
Chandigarh – 160017.

Dear Sir,

I/We understand that any deviation/exception in any form may result in rejection of BID. I/We, therefore, certify that we have not taken any exceptions/deviations anywhere in the BID and I/ we agree that if any deviation/exception is mentioned or noticed, our BID may be rejected.

**(SEAL AND SIGNATURE OF BIDDER)**

**Annexure-4  
COVER 2  
FINANCIAL BID (TEMPLATE)**

**Name of the Agency along with Address and Telephone No.:**

**Description of work:** Contract for providing manpower on outsourcing basis in department of the Chief Electoral Officer, Punjab, as per qualification, pay structure and job requirements of each category of such staff on contract basis as per details mentioned in the tender document subject to fulfillment of other terms and conditions of the Agreement.

**Amount Quoted:**

Service/Administrative Charges\*

**(Please quote the rate in BOQ sheet on online  
portal of Punjab Government)**

(In figure): \_\_\_\_\_ (Percent)

(In words): \_\_\_\_\_ (Percent)

**Taxes (if any)**

(In figure): \_\_\_\_\_ (Percent)

(In words): \_\_\_\_\_ (Percent)

**Total:**

(In figure): \_\_\_\_\_

(In words): \_\_\_\_\_

**The bidder will have to specify the amount to be charged towards service charges for providing manpower on outsource basis. It may also be noted that in order to eliminate frivolous bids and disguised charges / deduction from salary of personal service providers bidding at NIL/ZERO percent OR more than 2½ percent service charges OR Negative bid shall be disqualified.**

Certified that I/We have read the instructions given in the e-tender documents. I/We undertake to supply the required categories and number of manpower. I/We have understood the contents of the terms and conditions and undertake to abide by the same as laid down in these documents.

**(Signature of Bidder/ Contractor)  
with sealed stamp**



**LETTER OF AUTHORITY**

PROFORMA LETTER OF AUTHORITY FOR ATTENDING TECHNICAL & FINANCIAL BID OPENING AND OTHER COMMUNICATION / CORRESPONDENCE RELATING TO

BID.No. -----

Date:

To

The Chief Electoral Officer,  
Punjab.  
SCO 29-32, Sector 17 - E,  
Chandigarh – 160017.

*Photograph of  
authorized person  
duly attested by  
Authorized Signatory  
of the Agency*

Dear Sir,

I/We hereby authorize following representative(s) to attend Technical/Financial BID opening and for any other correspondence and communication against Bidding Document:

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by fore mentioned authorized representative.

Yours faithfully,

Signature

Name &  
Designation For  
and on behalf  
of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a competent authority.

| S.No | Name of Post         | Basis wages of Outsource employees            |
|------|----------------------|---|
| 1.   | Data Entry Operators | As per DC rate Chd and labour department rate |
| 2.   | Peon                 | As per DC rate Chd and labour department rate |
| 3.   | Mali                 | As per DC rate Chd                            |
| 4.   | Chowkidar            | As per DC rate Chd                            |
| 5.   | Sweeper              | As per DC rate Chd and labour department rate |



Annexure-5

**SPECIMEN FORM FOR PERFORMANCE BANK GUARANTEE**

To

Name of Employer .....

Address of Employer .....

WHEREAS (Name and Address of Contractor).....  
..... (Hereinafter called 'the contractor') has undertaken, in Pursuance of contract No..... dated ..... to execute (Name of contract and Brief description of works) ..... Called 'the contract'.

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total amount of Guarantee ..... (in words) ..... we undertake to pay you, upon your first written demand and without cavil or argument, any sums within the limits of amount of Guarantee ..... as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the works to be performed there under or any contract documents which may be made between you and the contract shall in and may release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date ..... Months after the issuing of the maintenance certificate and can be extended in case of period of contract is extended. The Bank Guarantee can only be release to contractor, with the prior approval of Chief Electoral Officer, Punjab, Chandigarh.

SIGNATURE AND SEAL OF THE GUARANTOR .....

Name of the Bank .....

Address .....

Date .....

**Annexure-6**

**AFFIDAVIT**

*(To be furnished by the bidder along with bid on stamp paper of Rs. 25/-)*

In response to the bid document for providing manpower service on outsourcing basis. I/We do hereby declare that I/We is/are partner of the firm/director/proprietor and:

1. I/We \_\_\_\_\_ do hereby declare that I/We have read and understood the application form and thus declaration carefully and I/We declare to abide them.
2. I/We, \_\_\_\_\_, having its registered office at \_\_\_\_\_, do hereby declare on solemn affirmation that the Firm/Company is not blacklisted/ debarred and none FIR/Police registered by Union Government or State Governments/Semi Governments and any of the Board or Corporation of State of Punjab. Also, Individual/Firm/Companies blacklisted or any FIR/Police case registered by the Union or State Governments or any partners or shareholders thereof are not directly or indirectly connected with or have any subsisting interest in the business of our firm/company.
3. It is understood that if this Declaration is found to be false, Department of Elections shall have the right to reject my/our proposal, and is liable to be terminated without prejudice to any other right or remedy (including black listing) available to Department of Election.

Signature

VERIFICATION

I/We \_\_\_\_\_ do hereby verify that the contents of para 1 to 3 of the declaration made by we/us are correct and believed to be true. Hence, I/we have verified and signed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

Witness:

Signature \_\_\_\_\_

Name and address \_\_\_\_\_

Name and address \_\_\_\_\_

**Seal of Bidder**



**Annexure-7**  
**AFFIDAVIT**

*(To be furnished by the bidder along with bid on stamp paper of Rs. 25/-)*

In response to the bid document for providing manpower service on outsourcing basis. I/We do hereby declare that I/We is/are partner of the firm/director/proprietor and:

1. I/We \_\_\_\_\_ do hereby declare that I/We have read and understood the application form and thus declaration carefully and I/We declare to abide them.
  
2. If the bidder gets the order, then we will supply the manpower on time as per terms & conditions.
  
3. That my/our firm have not any dispute/litigation of any type with any of its employees or any of its clients for withholding payment, in part or in full, to be made in ESI/PF account of employees, especially under **Section 7A Proceedings** under Employees Provident Fund & Miscellaneous Provisions Act 1952.

Signature

VERIFICATION

I/We \_\_\_\_\_ do hereby verify that the contents of para 1 to 3 of the declaration made by we/us are correct and believed to be true. Hence, I/we have verified and signed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

Witness:

Signature \_\_\_\_\_

Name and address \_\_\_\_\_

Name and address \_\_\_\_\_

**Seal of Bidder**