

ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ, ਚੰਡੀਗੜ੍ਹ
ਐਸ.ਸੀ.ਓ ਨੰ: 177-78 ਸੈਕਟਰ 17 ਸੀ

ਸੇਵਾ ਵਿਖੇ

ਡਾਇਰੈਕਟਰ
ਲੋਕ ਸੰਪਰਕ ਵਿਭਾਗ,
ਪੰਜਾਬ, ਚੰਡੀਗੜ੍ਹ।

ਨੰ: ਸਟਕ ਅ(ਸ3) 42630 ਮਿਤੀ: 19-9-16

ਵਿਸ਼ਾ: ਸੇਵਾਦਾਰਾਂ ਅਤੇ ਸਵੀਪਰ-ਕਮ-ਚੌਕੀਦਾਰ ਦੀਆਂ ਅਸਾਮੀਆਂ ਆਊਟਸੋਰਸ ਰਾਹੀਂ ਭਰਨ ਸਬੰਧੀ ਟੈਂਡਰ ਨੋਟਿਸ ਪ੍ਰਕਾਸ਼ਿਤ ਕਰਵਾਉਣ ਬਾਰੇ।

ਇਸ ਵਿਭਾਗ ਅਤੇ ਇਸ ਵਿਭਾਗ ਦੇ ਅਧੀਨ ਖੇਤਰੀ ਦਫਤਰਾਂ ਜਿਨ੍ਹਾਂ ਵਿੱਚ ਦਫਤਰ ਸਕੱਤਰ, ਰਿਜ਼ਨਲ ਟਰਾਂਸਪੋਰਟ ਅਥਾਰਟੀ, ਪਟਿਆਲਾ, ਫਿਰੋਜ਼ਪੁਰ ਅਤੇ ਜਿਲ੍ਹਾ ਟਰਾਂਸਪੋਰਟ ਅਫਸਰਾਂ ਦੇ ਦਫਤਰ ਫਰੀਦਕੋਟ, ਫਤਿਹਗੜ੍ਹ ਸਾਹਿਬ, ਫਿਰੋਜ਼ਪੁਰ, ਹੁਸ਼ਿਆਰਪੁਰ, ਕਪੂਰਥਲਾ, ਪਟਿਆਲਾ, ਗੁਰਦਾਸਪੁਰ, ਰੋਪੜ, ਬਠਿੰਡਾ, ਸੰਗਰੂਰ, ਮਾਨਸਾ ਅਤੇ ਮੁੱਖ ਦਫਤਰ ਚੰਡੀਗੜ੍ਹ ਵਿਖੇ 19 ਅਸਾਮੀਆਂ ਸੇਵਾਦਾਰਾਂ ਅਤੇ 4 ਅਸਾਮੀਆਂ ਸਵੀਪਰ-ਕਮ-ਚੌਕੀਦਾਰ ਦੀਆਂ, ਸਰਕਾਰੀ ਕੇਂਦਰੀ ਵਰਕਸ਼ਾਪ ਵਿਖੇ 1 ਅਸਾਮੀ ਸੇਵਾਦਾਰ ਅਤੇ 1 ਅਸਾਮੀ ਸਵੀਪਰ ਕਮ ਚੌਕੀਦਾਰ ਦੀ, ਅਤੇ ਮੰਤਰੀ ਕਾਰ ਸ਼ਾਖਾ ਵਿਖੇ 2 ਅਸਾਮੀਆਂ ਕਲੀਨਰ ਦੀਆਂ ਆਊਟਸੋਰਸਿੰਗ ਏਜੰਸੀ ਰਾਹੀਂ ਲੇਬਰ ਵਿਭਾਗ/ਡੀ.ਸੀ.ਰੇਟਾਂ/ਸਰਕਾਰ ਵਲੋਂ ਸਮੇਂ ਸਮੇਂ ਤੇ ਨਿਰਧਾਰਿਤ ਕੀਤੇ ਰੇਟਾਂ ਤੇ ਭਰੀਆਂ ਜਾਣੀਆਂ ਹਨ। ਇਸ ਸਬੰਧੀ ਟੈਂਡਰ ਨੋਟਿਸ ਦਾ ਖਰੜਾ ਨਾਲ ਨੱਥੀ ਕਰਕੇ ਭੇਜਦੇ ਹੋਏ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਇਹ ਟੈਂਡਰ ਨੋਟਿਸ ਪੰਜਾਬ ਰਾਜ ਵਿੱਚ ਛਪਦੇ ਇਕ ਮੁੱਖ ਅੰਗਰੇਜ਼ੀ, ਹਿੰਦੀ ਅਤੇ ਇਕ ਮੁੱਖ ਪੰਜਾਬੀ ਅਖਬਾਰ ਵਿੱਚ ਛਪਵਾਉਣ ਦੀ ਖੇਚਲ ਕੀਤੀ ਜਾਵੇ।

ਪਿ.ਅੰ.ਨੰ: ਸਟਕ ਅ(ਸ3) 42631 ਮਿਤੀ: 19-9-16

ਉਪੋਰਕਤ ਦਾ ਉਤਾਰਾ ਸਕੱਤਰ, ਪੰਜਾਬ, ਸਰਕਾਰ, ਟਰਾਂਸਪੋਰਟ ਵਿਭਾਗ (ਟਰਾਂਸਪੋਰਟ -2 ਸ਼ਾਖਾ), ਚੰਡੀਗੜ੍ਹ ਨੂੰ ਇਸ ਦਫਤਰ ਦੇ ਪਿੱਠ ਅੰਕਣ ਨੰ: ਸਟਕ ਅ(ਸ3) 27317 ਮਿਤੀ 9.6.2016 ਦੇ ਹਵਾਲੇ ਵਿੱਚ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ।

ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ, ਚੰਡੀਗੜ੍ਹ
ਐਸ.ਸੀ.ਓ ਨੰ: 177-78 ਸੈਕਟਰ 17 ਸੀ

ਇਸ਼ਤਿਹਾਰ

ਇਸ ਵਿਭਾਗ ਅਤੇ ਇਸ ਵਿਭਾਗ ਦੇ ਅਧੀਨ ਖੇਤਰੀ ਦਫਤਰਾਂ ਜਿਨ੍ਹਾਂ ਵਿੱਚ ਦਫਤਰ ਸਕੱਤਰ, ਰਿਜ਼ਨਲ ਟਰਾਂਸਪੋਰਟ ਅਥਾਰਟੀ, ਪਟਿਆਲਾ, ਫਿਰੋਜ਼ਪੁਰ ਅਤੇ ਜਿਲ੍ਹਾ ਟਰਾਂਸਪੋਰਟ ਅਫਸਰਾਂ ਦੇ ਦਫਤਰ ਫਰੀਦਕੋਟ, ਫਤਿਹਗੜ੍ਹ ਸਾਹਿਬ, ਫਿਰੋਜ਼ਪੁਰ, ਹੁਸ਼ਿਆਰਪੁਰ, ਕਪੂਰਥਲਾ, ਪਟਿਆਲਾ, ਗੁਰਦਾਸਪੁਰ, ਰੋਪੜ, ਬਠਿੰਡਾ, ਸੰਗਰੂਰ, ਮਾਨਸਾ ਅਤੇ ਮੁੱਖ ਦਫਤਰ ਚੰਡੀਗੜ੍ਹ ਵਿਖੇ 19 ਅਸਾਮੀਆਂ ਸੇਵਾਦਾਰਾਂ ਅਤੇ 4 ਅਸਾਮੀਆਂ ਸਵੀਪਰ-ਕਮ-ਚੌਕੀਦਾਰ ਦੀਆਂ, ਸਰਕਾਰੀ ਕੇਂਦਰੀ ਵਰਕਸ਼ਾਪ ਵਿਖੇ 1 ਅਸਾਮੀ ਸੇਵਾਦਾਰ ਅਤੇ 1 ਅਸਾਮੀ ਸਵੀਪਰ ਕਮ ਚੌਕੀਦਾਰ ਦੀ, ਅਤੇ ਮੰਤਰੀ ਕਾਰ ਸ਼ਾਖਾ ਵਿਖੇ 2 ਅਸਾਮੀਆਂ ਕਲੀਨਰ ਦੀਆਂ ਆਉਟਸੋਰਸਿੰਗ ਏਜੰਸੀ ਰਾਹੀਂ ਲੇਬਰ ਵਿਭਾਗ/ਡੀ.ਸੀ.ਰੇਟਾਂ/ਸਰਕਾਰ ਵਲੋਂ ਸਮੇਂ ਸਮੇਂ ਤੇ ਨਿਰਧਾਰਿਤ ਕੀਤੇ ਰੇਟਾਂ ਤੇ ਭਰੀਆਂ ਜਾਣੀਆਂ ਹਨ। ਜਿਹੜੀਆਂ ਆਉਟਸੋਰਸਿੰਗ ਏਜੰਸੀਆਂ ਪਾਸ ਪਹਿਲਾਂ ਤੋਂ ਹੀ ਪੰਜਾਬ ਸਰਕਾਰ ਅਧੀਨ ਕਿਸੇ ਦਫਤਰ ਵਿੱਚ ਕੰਟਰੈਕਟ ਚੱਲ ਰਹੇ ਹੋਣ ਉਹਨਾਂ ਪਾਸੋਂ ਅਰਜੀਆਂ ਮੰਗੀਆਂ ਜਾਂਦੀਆਂ ਹਨ। ਇਹ ਅਰਜੀਆਂ ਮਿਤੀ 06.10.2016 ਨੂੰ ਬਾਅਦ ਦੁਪਹਿਰ 12:00 ਵਜੇ ਤੱਕ ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ, ਐਸ.ਸੀ.ਓ 177-178, ਸੈਕਟਰ 17 ਸੀ, ਚੰਡੀਗੜ੍ਹ ਵਿਖੇ ਪਹੁੰਚ ਜਾਣੀਆਂ ਚਾਹੀਦੀਆਂ ਹਨ। ਟੈਂਡਰ ਦੀਆਂ ਸ਼ਰਤਾਂ ਤੇ ਹੋਰ ਵੇਰਵਾ ਇਸ ਵਿਭਾਗ ਦੀ ਵੈਬਸਾਈਟ www.punjabtransport.org ਤੇ ਵੇਖਿਆ ਜਾ ਸਕਦਾ ਹੈ।

ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ।

OFFICE OF THE STATE TRANSPORT COMMISSIONER,PUNJAB
SCO.NO.177-178,SECTOR-17 C,CHANDIGARH.

TENDER FORM FOR OUTSOURCING OF PEONS & SWEEPER-CUM-
CHOWKIDAR.

STANDARD TERMS & CONDITIONS

1. SUBMISSION OF TENDER DOCUMENT

1) Tenders are invited from organization registered with labour department of Union /U.T/State Government to provide Peons and Sweeper-Cum-Chonkidar for the office of State Transport Commissioner, Punajb, Chandigarh, Secretary, Regional Transport Authority Patiala, Ferozepur & office of The District Transport Officer, Fridkot, Fatehgarh Sahib, Ferozepur, Hoshiarpur, Kapurthala, Patiala, Gurdaspur, RoopNagar, Bathinda, Sungrur and Mansa.

The successful bidder is to provide 19 Peons & 4 Sweeper-Cum-Chowkidar in Head Office, 1 Peon and 1 Sweeper-Cum-Chowkidar in Government Central Workshop and 2 Cleaners in Minister Car Section on outsource basis with in one month from the date of agreement.

(2) ELIGIBILTY CRITERIA:

- (i) The firm/organization should have provided 500 manpower to the reputed oraganizations/ Government Department during the last three years.
- (ii) Tenderer must possess independent EPF, ESI code numbers and registrations must be three years old (proof to be submitted):
- (iii) The tenderer must possess a licence under the Labour Contract (Regulation & Abolition) Act 1973 to provide manpower. (Proof to be submiteed).
- (iv) The tenderer must have PAN and TAN numbers for the last three years.
- (v) Complete name, address and contact number of the authorized representative of the service provider with his postal and Email address should be attached with the tender.
- (vi) The tender should be signed by the authorized signatory of the service provider.
- (vii) The tenderer must provide a certificate of satisfactory performance from at least two customers to whom services have been provided during the last three consecutive years. In case of any unsatisfactory service during the aforesaid period, the tender in that case shall be rejected out-rightly.
- (viii) Conditional tenders will be rejected.

3. RATES

1) Transport Department pay minimum wages as notified by the Labour Department/Government from time to time, also the employer's share of EPF and ESI besides Service Tax as applicable from time to time to the service provider who shall pass on to the concerned Peon/Sweeper cum Chowkidar his admissible salary strictly through their bank accounts and the statutory liabilities shall be paid by him to the concerned authorities immediately.

11) The service provider is to quote Service Charges for providing Peon/Sweeper cum Chowkidar per month to Transport Department.

4) OTHER CONDITIONS

a) The Transport Department shall make payments as mentioned in Clause-3 (1) to the Service Provider who shall disburse salary to the concerned Peon/Sweeper cum Chowkidar and deposit statutory liabilities with the respective Authorities immediately. The service provider will ensure deduction of EPF (employee's share) from the wages to be disbursed to the aforesaid staff. Statutory liabilities include service tax, deductions of employee share of EPF/ESI and contribution of EPF/ESI share of employer and their deposition with the respective authorities shall be the responsibility of service provider. The service provider shall provide every month to first party electronic challan-cum-receipt(ECR) copy of bill & receipt from service tax Department in token of having deposited statutory liabilities with the respective departments failing which penalty of Rs. 5,000/- shall be imposed for every such lapse. In addition of above Transport Department will pay service charges.

b) No work No pay formula shall be applicable.

c) In the event of loss to the property of the first party like damage/loss of any kind on account of negligence on the part of Peon/Sweeper cum Chowkidar of the second party, it shall be liable for making good such a loss upto a limit of Rs. 50000/-. A summary enquiry will be held by an officer deputed by the First party with or without one representative of the second party for calculating the loss and for fixation of responsibility for loss. The Summary enquiry shall be completed preferably in 30 day. The findings of the enquiry officer appointed by the first party shall be binding on both the parties.

d) Service provider shall have to get the antecedents of Peon/Sweeper cum Chowkidar verified from the police before providing them to the Transport Department.

e) If any Peon/Sweeper cum Chowkidar is blacklisted and company again refers its name to the Transport Department then action shall be taken against the company and company will be blacklisted.

f) If any Peon/Sweeper cum Chowkidar remains absent for more than three days, he shall be discontinued & will be returned to the company.

g) The Bank Guarantee of Rs. 2 lacs for Peon/Sweeper cum Chowkidar to be furnished by the successful bidder at the time of signing of agreement

5) **Peon**

- i) Should be matriculate from a recognized University or institution as the case may be;
- ii) Age as on date of entry into service should be between 18 to 37 years. However, for ex-serviceman and SC/BC candidates, the age limit shall be as per Govt. instructions.
- v) He should be bonafide resident of Punjab.
- vi) He must have punjabi passed in matriculation or equivalent or above qualification.

Sweeper cum Chowkidar

- i) Should be middle standard from a recognized Board or institution as the case may be;
- ii) Age as on date of entry into service should be between 18 to 37 years. However, for ex-serviceman and SC/BC candidates, the age limit shall be as per Govt. instructions.
- iii) He should be bonafide resident of Punjab.

6) **RECEIPT AND OPENING OF BIDS:**

The last date for receipt of Tenders/bids will be 6.10.2016 upto 12:00 Noon. Bids will be opened on same day at 3:00 PM at the address mentioned above in the presence of the bidders who wish to be present. The date of opening of financial bids will be intimated after opening of the technical bids to the bidders separately.

In case bid-opening day is a holiday, the bids will be opened on the next working day.

7) **E.M.D**

The EMD Rs. 50,000/- (Refundable) shall be submitted along with Tender. Without EMD tenders will not be accepted.

The EMD does not carry any interest.

The EMD will be forfeited in the following cases:-

- i. If the Tenderer withdraws the Quotation or make any modification in the Rates.
- ii. Non observance of terms and conditions or refusal to execute Agreement before the issue of work order.
- iii. Bank Guarantee of Rs. 2 lacs shall have to be deposited at the time of signing of agreement. EMD will be forfeited in case of failure to submit Bank Guarantee.

FORMATS.

Annexure- A prescribed format for agreement for Peon/Sweeper cum Chowkidars

Annexure-B Prescribed format of Application.

Annexure-C Financial Offer.

Terms and conditions as stipulated in the format of Agreement as per Annexure 'A' will be applicable and the tendering firm will give a signed copy of draft agreement as proof of accepting these terms and conditions. Transport Department reserve the right to increase or decrease the requirement of Peon/Sweeper cum Chowkidar or may reject all or any tender without assigning any reason

**State Transport Commissioner
Punjab, Chandigarh.**

Annexure-B

To

The State Transport Commissioner, Punjab
SCO.No.-177-178, Sector-17C, Chandigarh.

Subject: Tender for outsourcing of Peons & Sweeper-Cum- Chowkidar.

Ref: Tender Dated _____

Sir, We hereby furnish the required details as under:-

1.	Name and Address of the Tenderer	
(a)	Name of the firm/organization Office address. Telephone and Fax Number	
(b)	Name of the Authorized Signatory Phone /Mobile No.	
(c)	Name of the Contact person Phone/Mobile phone No.	
2.	EMD Rs 50,000/-	
(a)	Name of the Bank: DD.NO. & DATE	
3.	PRE-QUALIFICATION INFORMATION,	
(i)	Registration/License No. issued by a Government Labour Department (attach photocopy).	
(ii)	EPF/ESI Code No. (attach photocopy)	
(iii)	PAN NO. (attach photocopy) TAN No. (attach photocopy)	
(iv)	Experience along with detail, if any	
(vi)	Contract (Regulation & Abolition) Act 1973 Licen.3e No. (attach Photocopy)	
4	Average Turn Over during the past three years	
5	Any OTHER DETAILS.	
6	LIST OF CLIENTS	
	The following organizations are our Customers to whom we have provided Technical Workers.	
7	Name of the organizations with Address	
	DOCUMENTS ATTACHED FOR PRE-QUALIFICATION .	
	We have attached the following documents in for pre-qualification (Fill 'Yes or No')	
(a)	Experience Certificate	
(b)	Copy of Permanent Account No.	
(c)	Proof of Address	
(d)	Photocopy of Registration/License	
(e)	Format of Deed of Agreement (Annexure'A') duly sigred	
(f)	Copy of balance sheet for the year 2012-13 to 2014-15	
(g)	Copy of EPF/ESI Code No. showing it to be three years old	
(h)	Copy of EPF report showing supply of at least 500 workers	
(i)	Satisfactory performance report from at least two clients.	
(j)	Any other document in favour of pre qualification	
(k)	License under the Labour Contract (Regulation & Abolition) Act 1973 to provide manpower (proof to be submitted)	
9.	The Tender Documents and attested copies of supporting Documents are hereby enclosed. (Please complete all columns. Incomplete forms are liable to be rejected.	
	Signature of Tenderer with Seal 1	

Annexure-C

To

The State Transport Commissioner, Punjab
SCO.No.-177-178, Sector-I 7C, Chandigarh.

Subject: Tender for outsourcing of Peons & Sweeper-Cum- Chowkidar.

Sir,

We hereby quote the following rates of service charges for providing Peons & Sweeper-Cum- Chowkidar for the Transport Department, on Outsourced basis.

Sr. No.	Name of Post	Rs (in Figures)	Rs (in Words)
1.	Rate to be charged from Transport Department per month per Peon		
2.	Rate to be charged from Transport Department per month per Sweeper-cum-chowkidar		

Note — Service tax shall be paid by Transport Department, Punjab to the service provider (L I) alongwith other payments like salary (Including EPF wherever admissible and ESI) and service charges .

Signatures
(Name and Address with seal)

Annexure-B

To

The State Transport Commissioner, Punjab
SCO.No.-177-178, Sector-17C, Chandigarh.

Subject: Tender for outsourcing of Peons & Sweeper-Cum- Chowkidar.

Ref: Tender Dated _____

Sir, We hereby furnish the required details as under:-

1.	Name and Address of the Tenderer	
(a)	Name of the firm/organization Office address. Telephone and Fax Number	
(b)	Name of the Authorized Signatory Phone /Mobile No.	
(c)	Name of the Contact person Phone/Mobile phone No.	
2.	EMD Rs 50,000/-	
(a)	Name of the Bank: DD.NO. & DATE	
3.	PRE-QUALIFICATION INFORMATION,	
(i)	Registration/License No. issued by a Government Labour Department (attach photocopy).	
(ii)	EPF/ESI Code No. (attach photocopy)	
(iii)	PAN NO. (attach photocopy) TAN No. (attach photocopy) .	
(iv)	Experience along with detail, if any	
(vi)	Contract (Regulation & Abolition) Act 1973 Licen.3e No. (attach Photocopy)	
4	Average Turn Over during the past three years	
5	Any OTHER DETAILS.	
6	LIST OF CLIENTS	
	The following organizations are our Customers to whom we have provided Technical Workers.	
7	Name of the organizations with Address	
	DOCUMENTS ATTACHED FOR PRE-QUALIFICATION .	
	We have attached the following documents in for pre-qualification (Fill 'Yes or No')	
(a)	Experience Certificate	
(b)	Copy of Permanent Account No.	
(c)	Proof of Address	
(d)	Photocopy of Registration/License	
(e)	Format of Deed of Agreement (Annexure'A') duly signed	
(f)	Copy of balance sheet for the year 2012-13 to 2014-15	
(g)	Copy of EPF/ESI Code No. showing it to be three years old	
(h)	Copy of EPF report showing supply of at least 500 workers	
(i)	Satisfactory performance report from at least two clients.	
(j)	Any other document in favour of pre qualification	
(k)	License under the Labour Contract (Regulation & Abolition) Act 1973 to provide manpower (proof to be submitted)	
9.	The Tender Documents and attested copies of supporting Documents are hereby enclosed. (Please complete all columns. Incomplete forms are liable to be rejected.	
	Signature of Tenderer with Seal 1	

To

The State Transport Commissioner, Punjab
SCO.No.-177-178, Sector-1 7C, Chandigarh.

Subject: Tender for outsourcing of Peons & Sweeper-Cum- Chowkidar.

Sir,

We hereby quote the following rates of service charges for providing Peons & Sweeper-Cum- Chowkidar for the Transport Department, on Outsourced basis.

Sr. No.	Name of Post	Rs (in Figures)	Rs (in Words)
1.	Rate to be charged from Transport Department per month per Peon		
2.	Rate to be charged from Transport Department per month per Sweeper-cum-chowkidar		

Note — Service tax shall be paid by Transport Department, Punjab to the service provider (L I) alongwith other payments like salary (Including EPF wherever admissible and ESI) and service charges .

Signatures
(Name and Address with seal)

DEED OF AGREEMENT

Annexure- A

This deed of agreement is arrived at between the State Transport Commissioner, Punjab (hereinafter called as the First Party) and (hereinafter called the Second Party) for providing personnel by the Second Party to the First Party to man the posts the post of Peon & Sweeper-cum-chowkidar in Transport Department on the following terms and conditions.

Terms & Conditions

1. **Period of Hiring**
The personnel for the above posts shall be provided for a period of one year w.e.f. _____ 2016 to _____ 2017 by the Second Party in the first instance and the period can be extended further with the mutual consent of the parties for another three year. However, the First Party reserves the right to send back any person at any time without any reason without giving any prior notice and the Second Party will have to provide suitable replacement immediately.
2. **Remuneration**
The First Party shall pay minimum wages of Peon & Sweeper-cum-chowkidar as notified by the labour department from time to time, as well as EPF/ESI /Service Tax liabilities every month to the service provider to pay the same to the concerned Peon & Sweeper-cum-chowkidar and deposit the statutory liabilities to the concerned Govt. Department. The First Party shall only be liable to pay the above said consolidated amount to the Second Party and nothing over & above it. The personnel deployed by the Second Party shall not have any claim qua any payment in any way or manner from the First Party. However, rate of payment will be considered for review on revision of minimum wages notified by the Labour Department Punjab/Government from time to time.
3. **Bonus**
The First Party shall not be liable to pay any bonus to any of the personnel provided by the Second Party.
6. **Pension, Gratuity and Other Benefits.**
The First Party shall not be liable to pay any amount towards pension, gratuity or any other benefits due as per law to the personnel manning the above said posts except and over & above the minimum wages notified by the Labour Department/Government.
7. **Deduction / Contribution**
The First Party shall not be at all liable to make any statutory deductions / contribution such as, EPF, ESI, or any such contribution/ deduction under any Act or Labour Law governing such contribution or deductions from the individual and the making of such deductions/ contributions and payment thereof to the proper authority shall be the sole responsibility of the Second Party. The service provider shall provide every month to first party electronic challan-cum-receipt(ECR)/copy of bill & receipt from service tax Department in token of having deposited statutory liabilities with the respective departments failing which penalty of Rs. 5,000/- shall be imposed for every such lapse. In addition to above Transport Department will pay service charges.
8. **Place of Posting**
The personnel so provided by the Second Party to the First Party can be posted anywhere under the administrative control of the First Party.
9. **Weekly Rest.**
The manpower provided by the Second Party to the First Party shall be entitled to weekly rest to be fixed by the First Party as per the administrative requirements of the Transport Department.
10. **Enforcement of Labour/Other Laws.**
The and responsibility of enforcing labour/ other statutory laws applicable on manpower provided by the Second Party shall rest with the Second Party and First Party shall not be liable for statutory violation if any. In case of any violation of any provision of any law of the land or non-observance of statutory requirement on the part of Second Party or any personnel deployed by the Second Party, the First Party shall have the right to cancel the contract of the Second Party and shall have the right to forfeit the security deposit besides effecting the recovery of the loss caused

11. **Loss**

a) In the event of loss to the property of the first party like damage/loss. On account of negligence on the part of Peon & Sweeper-cum-chowkidar of the second party, it shall be liable for making good such a loss up to a limit of Rs. 50000 for loss of property. A summary enquiry will be held by an officer deputed by the First party with or without one representative of the second party for calculating the loss and for fixation of responsibility for loss. The summary enquiry shall be completed preferably in 30 days. The findings of the enquiry officer appointed by the first party shall be binding on both the parties.

b) If any Peon & Sweeper-cum-chowkidar is blacklisted and company again refers its name to Transport Department then action shall be taken against the company and company will be blacklisted.

c) Service provider shall have to get the antecedents of Peon & Sweeper-cum-chowkidar verified from the police before providing them to the Transport Department.

d) If any Peon & Sweeper-cum-chowkidar remains absent for more than three days, he shall be discontinued & will be returned to the company.

i) The Bank Guarantee of Rs. Two Lacs for Peon & Sweeper-cum-chowkidar to be furnished by the successful bidder at the time of signing of agreement as security deposit.

12. **Termination** The Second Party shall ensure observance of strict discipline in the performance of the duties by the personnel provided by the Second Party and ensure compliance of all instructions issued by the First Party from time to time and terms & conditions of the agreement. In case of the non-observance of the discipline or non compliance of the instructions issued from time to time or not following, the First Party shall have the right to cancel the contract and shall have right to forfeit the Bank guarantee (security deposit) besides effecting the recovery of the loss caused to the Transport Department without any notice.

13. **Compensation** In case of death of person manning the above said post or any bodily injury during the discharge of his duties in the Transport Department, the First Party shall not be responsible / liable for any compensation whatsoever, under the Workmen Compensation Act or any other such liability under any other Act. The same shall be the sole responsibility of the Second Party providing the manpower.

14. **Qualifications / Age & Experience.**

The qualifications/age & experience for the above said posts is prescribed as under:

Sr. No.	Name of the post	Qualification	Age (Years)
1	Peon	Matriculate (with Punjabi)	18 to 37
2	Sweeper-cum-chowkidar	Middle	18 to 37

15. Penalty shall be imposed @ Rs. 300/- per day per Peon and Sweeper-cum-chowkidar in case the service provider fails to provide adequate number of Sweeper-cum-chowkidar as per the requirements of the Transport Department or absenteeism by Sweeper-cum-chowkidar on any account except for leave days of outsourced Sweeper-cum-chowkidar. But for leave period "No work No Pay" formula shall be applied. Apart from it if they get leave on medical ground with requisite certificate after coming on duty, even then the penalty will not be imposed. The service provider shall not be penalized for reasons beyond its control, due to bandhs, floods.

16. **Bank Guarantee (security deposit)**

Bank guarantee to the tune of Rs. Two Lacs for Peon and Sweeper-cum-chowkidar shall have to be furnished by the successful bidder (L-1) at the time of signing of agreement. Bank guarantee will be forfeited in part or in full in case of deficiency in providing service or any other loss caused to Transport Department or any default in terms and conditions of agreement. In case Bank guarantee is forfeited in part, it will be recouped back by second party to its original amount

- 17 In case the Second Party is found to be not complying with any of the above terms and conditions of the agreement the contract shall be terminated by the First Party without serving notice upon the Second Party.
- 18 The Second Party will keep / maintain the regular accounts of the amount of wages paid to the individuals, the deductions made under various heads and contributions deposited with the concerned Govt. Department by the Second Party regularly. The accounts would be submitted to the First Party every month which would be audited by CV the Auditor appointed by the First Party at the cost of Second Party.
- 19 The remuneration of each of the outsourced employee shall be paid on the appointed date by the Second Party preferably through Bank.
- 20 The Second Party shall be bound to supply the salary/EPF slip to any outsourced employee on demand from such employee and the First Party would not be liable to issue any such salary slip.
- 21 The Second Party shall furnish the Bill of remuneration of all the employees engaged in the Transport Department depicting the gross/ net remuneration of each of outsourced employee including the deductions made from them by 15th of each month to the concerned office with a copy to Head Office.
- 22 In case the conduct of a contractor service provider (2nd party) is not found to be satisfactory or the contractor / service provider refuses to carry on the work of providing the manpower through outsourcing, the First Party shall have the right to transfer the manpower supplied by the Second Party to some Other contractor / service provider.
- 23 In case of any dispute or difference arising out of implementation or interpretation of any clause of the agreement, it will be endeavored to be settled by mutual negotiations failing which the matter shall be referred to the sole arbitrator i.e. Secretary to Government of Punjab Transport Department whose decision shall be final and binding on both the parties.
- 24 The second party shall submit every month the detail of salary paid to the workers alongwith EPF, ESI and Service Tax paid to the concerned department to the first party while furnishing salary bill of previous month, failing which the payment will not be made to the second party.

In witness whereof the parties have executed this Deed on the day of

Parties

Witnesses

1.

1.

2.

2.