

Office of the State Chief Commissioner For Right to Service,

Maharashtra State Commission for Right to Service,
Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400 021
Tel.No. 022-66500927 and 022-66500918

E-Tender Notice

Tender Reference No.Swayata-2017/C.R.NO.12/CCRTS Manpower Supply / 2017-18,
Dated - 21August 2017.

State Chief Commissioner For Right to Service having office at Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400 021. In accordance with the Government Circular, Finance Department No.(1) पदनि-2010/84/10/विसु-1, दि.27 सप्टेंबर 2010 (2) पदनि-2013/प्र.क्र.11/13/विसु-1, दि. 2 फेब्रुवारी, 2013 and (3) No.पदनि-2013/प्र.क्र.112/13/वित्तीय सुधारणा-1, 2 डिसेंबर, 2013 invites E-Tender from Manpower Service Providers for providing Office Staff for the initial period of 12 months which may be extended upto 24 months or as per prevailing guidelines of the State Government from time to time. The E-Tender will be available on the “www.mahatenders.gov.in” and from **21/8/2017 at 3.00 p.m. to 11/09/2017 at 12.00 p.m.** and hard copy will be made available at office during office hours for the same period. Non-Refundable Processing Fee Rs.10,000/- (Rupees Thousand only) for Tender should be paid Online through SBI MOPS.

The E-Tender should be submitted in the prescribed format and in accordance with the terms and conditions mentioned in the E-Tender. The E-Tenders will be opened at 3.00 p.m. on **12/09/2017** OR on a later date at 3.00 p.m. to be declared on Website of www.mahatenders.gov.in, in presence of bidders or their authorized representative in office of State Chief Commissioner For Right to Service. For any additional information please contact Deputy Secretary, Maharashtra State Commission for Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400 021 on Tel.No. 022-66500927 and 022-66500918.

The State Chief Commissioner For Right to Service reserves all rights to reject any or all E-Tender(s) without assigning any reasons thereof at any stage of the tender.

E-Tender Bid Submission Date and Time : From **21/08/2017** at 3.00 p.m.to **11/09/2017** at 12.00 p.m.

E-Tender / Bid Opening Date & Time : **12 / 09 /2017** OR on a later date to be

declared on Website of www.mahatenders.gov.in

Time : 3.00 p.m.

Deputy Secretary,
Maharashtra State Commission for Right to Service,
Nirmal Building, 2nd floor, Nariman Point,
Mumbai- 400 021
Tel.No. 022-66500927 and 022-66500918

Table of Contents

Sr. No.	Particulars	Page No.
1.	E-Tender Document : Introduction & offer	1-2
2.	Terms & Conditions	3-5
3.	Procedure for submitting E-Tender	5-9
4.	Outright Rejection	9-10
5.	EMD May be Forfeited	10
6.	Force Majeure Clause	10
7.	Governing Laws and Settlement of Disputes	11
8.	Termination for Insolvency & Default	11
9.	Disclaimer	11-12
10.	Additional Terms And Conditions	12-13
11.	Annexure I-Technical Bid Form	14-15
12.	Annexure II- Commercial/Financial Bid Form	16-17
13.	Annexure III Form of Bank Guarantee	18-19
14.	Annexure IV- Educational Qualification & Proficiency	20

Office of the State Chief Commissioner For Right to Service,

Maharashtra State Commission for Right to Service,
Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400 021.

Tender Reference No.Swayata-2017/C.R.NO.12/CCRTS Manpower Supply / 2017-18,
Dated - 21August, 2017.

E-Tender Document

1. INTRODUCTION & OFFER :

1.1 Deputy secretary, Office of the State Chief Commissioner For Right to Service, (Henceforth called as Office Of CCRTS) on behalf of and with the approval of Chief Commissioner, Right to Service, invites E-tender from manpower service providers for supply of manpower (Steno/Assistant/Clerk-Typist/Driver/Peon) for the Office of the State Chief Commissioner For Right to Service, for the initial period of 12 months from October 2017 to September 2018, of which contract period may be extended if services of provider are found satisfactory within the initial contract period, but not more than 2 years or as per prevailing guidelines of the State Government from time to time. The E-tender with the details will be available on the website 'www.mahatenders.gov.in' from 21.08.2017 (3.00 p.m.) to 11.09.2017 (12.00 p.m.)

1.2 Summary of the E-tender notice is as follows:

Tender Reference	Particulars
Tender processing fee	Rs.10,000/- Paid using SBI MOPS (non refundable)
Earnest money deposit	Rs. 1,00,000 /- Paid using SBI MOPS.
Security deposit	Rs. 2,15,735/-
Availability of Tender document	From 21/8/2017 (3.00 pm) to 11/09/2017 (12.00 pm) on website www.mahatenders.gov.in
Last Date & Time for Submission of bids	11/09/2017 , 12.00 pm
Time and Date of Opening of the Technical bids (if possible)	At 3.00 pm on 12/9/2017 OR later date to be declared on Website of 'www.mahatenders.gov.in' Venue: Office of the State Chief Commissioner For Right to Service (OFFICE OF CCRTS) Nirmal Building, 2 nd floor, Nariman Point, Mumbai- 400 021.
Address for communication	Same as Above
Contact Person and Telephone Number	Deputy Secretary, or Section Officer- OFFICE OF CCRTS Tel No. 022-66500918/923

Deputy Secretary,
Maharashtra State Commission for
Right to Service, Mumbai

1.3 Eligibility for Tenderer/ Bidder:

- a) Tenderer/Bidder should be at least 21 years of age on the date of submission of bid or if an organisation is registered under prevailing act , then this criterion will not be applicable.
- b) The Tenderer/bidder should have working office in Mumbai. Proof should be attached.
- c) The Tenderer/bidder should be competent to enter into contract under the Indian contract Act, 1872 for which the bidder should submit a copy of the documents like PAN Card, Shops & Establishment License in case of proprietary firm, Registered partnership Deed, Certificate in case of partnership firm, Registration Certificate in case of company, etc. Proof should be attached.
- d) The tenderer's/Bidder's financial turnover should be above Rs. 200 lakhs for such type of services for last three years ending on 31/03/2017, in support of which the tenderer shall scanned & upload the financial statement certified by Chartered Accountant of last 3 years and should have executed one single order of the same nature of minimum Rs.10 lakhs in one financial year and should have at least one year experience in Government Department/Public Sector (Central or State)/ Municipal Corporations or Municipal Councils.

1.4 The Bid will remain valid for 90 days from the last day of submission of bids.

1.5 Tender Processing Fee and Earnest Money Deposit:

- a) The Tenderer will have to pay online the Tender Processing Fee of Rs.10,000 /- (Rupees Ten Thousand Only) [non-refundable] and Earnest Money Deposit of Rs.1,00,000/- (One Lakh Only) (without interest) Paid using SBI MOPS.
- b) The amount of Earnest Money Deposit (EMD) will be refunded to the unsuccessful tenderer on decision regarding acceptance/otherwise of the tender or on expiry of the validity period, whichever is earlier. In case of the successful tenderer/bidder, it will be refunded on his paying the security deposit to be paid after awarding the work. If the successful tenderer does not pay the security deposit in prescribed time limit and complete the agreement formalities, his EMD will be forfeited by the Office Of CCRTS .
- c) The Earnest money Deposit of unsuccessful Bidders will be refunded through online net-banking mode only after finalization of the tender.
- d) The EMD will not bear any interest whatsoever.

1.6 Security Deposit:

- a) The successful tenderer/Bidder shall, within 8 days from the date of intimation of, the acceptance of their tender, deposit with an interest free 'Security Deposit' of Rs. 2,15,735/-.(Two Lakhs Fifteen Thousand Seven Hundred Thirty Five Only) by way of Demand Draft drawn on any Nationalized/Scheduled Bank or in the form of National Saving Certificate pledged in favour of "Section Officer, State Chief Commission For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021" or in the form of Bank guarantee from a Nationalized Bank, even he is exempted from submission of Security Deposit by Central or State Government Department/Agency, in the enclosed format and complete the contract document failing which his Earnest Money Deposit will be forfeited by the Office Of CCRTS.
- b) All compensation or other sums payable by the contractor under the terms of this contract or any other contract or on any account may be deducted from this Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the Security being reduced by reason of any such above noted deductions, the contractor shall within ten days of receipt of notice of demand from the officer-in-charge make good the deficit amount.
- c) The Security Deposit will not bear any interest whatsoever.
- d) The Security Deposit shall be refunded after completion of the contract.

2. TERMS AND CONDITIONS :

- 2.1 The Empanelled Contractor will be required to arrange initially the services of 1 Higher Grade & 1 Lower grade Steno- Typists , 4 Assistant, 4 Clerk-Typist, 2 Driver, 4 Peon on purely contract basis for Office Of CCRTS for office work on the terms & conditions stated in the tender document on monthly payment basis which may vary as per the requirement/ staff availability of the office. The number of personnel will be purely need based. Therefore, the number of contractor's personnel may be increased or decreased as per requirement of Office Of CCRTS. Further, officer Of CCRTS will be under no obligation to engage any specific number of contractor's personnel during the period of contract. Actual number requirement of Steno-Typist, assistant, Clerk-Typist, Driver, Peon will be communicated to the contractor by Office Of CCRTS by separate letter in writing, two weeks in advance from the date of requirement. Any additional or extra supply of personnel made by the contractor without the written authority of Office Of CCRTS or its Authorized Officer will not be paid by the Office Of CCRTS.

- 2.2 The persons supplied/provided by the Manpower Supplier for the services mentioned above shall be the employees of the Empanelled Contractor for all intents and purposes. The Empanelled Contractor will be 'Employer' within the meaning of various Labour Laws and that the persons so supplied/provided shall remain under the control of the Empanelled Contractor and in no case shall a relationship of employer and employee between the said persons and the Office Of CCRTS or any persons authorized shall accrue / arise implicitly or explicitly. The Empanelled Contractor shall be solely responsible for addressing the grievances/resolutions of disputes relating to the person supplied/provided to Office Of CCRTS. Further, Office Of CCRTS shall, in no way, be responsible for the settlement of such issues whatsoever implicitly or explicitly.
- 2.3 The normal office hours are from 9.45 am to 5.45 pm on all week days which will be adjusted as per office requirement. The 2nd & 4th Saturdays & Sundays are normally public holidays for the Office OF CCRTS, but in some cases, the Office may decide over the time schedule of the work depending upon the complexity and volume of the work.
- 2.4 The personnel provided/ supplied by the Empanelled Contractor for the post Stenographer (Higher & Lower Grade), Assistant & Clerk-Typist should possess the educational qualification as well as proficiency in shorthand writing & computer & technical qualification of typing speed prescribed by the Government Notification No. 1) AAC/1593/3619/14A Dated 31 July 1997 2) RTR-1086/14A Dated 20 June,1995 & RTR1406/C.R.102/06/XIV-A, Dated 2/01/2008 2) RTR-1002/CR-2/02/XIV-A, dated 31/07/1997 & 31/05/2006 and order to be issued from time to time respectively for these posts by State Government.
- 2.5 The Empanelled Contractor should send these personnel with a Letter of Introduction after verifying his/her Identity/ character from police authorities, Address, Educational Qualifications and proficiency in Shorthand, Typing and Computer as the case may be. There should not be adverse entry/record in the Police Record against the manpower to be supplied.
- 2.6 The Personnel provided/supplied by the Empanelled Contractor as Stenographer (Higher & Lower Grade), Assistant & Clerk-Typist will be required to produce Certificates in respect of Educational and Technical Qualification of Shorthand, Typing & Computer proficiency and a copy of 'Aadhar Card'. The personal provided/supplied by the Empanelled Contractor as Driver & Peon will be required to produces certificate in respect of education qualification, driving licenses (for driver) and a copy of 'Aadhar Card'.

2.7 Authorized officers of the CCRTS will have the right to conduct on the spot Speed and Accuracy Test of proficiency of Shorthand & Computer and Typing as the case may be, before accepting these personnel for work in the Office Of CCRTS. In other cases the general intelligence and suitability of the employee will be assessed by authorized officer upto satisfaction. The Authorized Officers of the CCRTS shall have full power to reject the services personnel which to the true intent and meaning is/are not in accordance with the requirements as per tender document or smooth functioning of the office.

3. PROCEDURE FOR SUBMITTING E-TENDER/BID:

Two E-Envelope Bids System will be adopted :-

- 3.1 Tender/Bid will be received online on the above mentioned www.mahatenders.gov.in e-tendering portal submitted within time limit duly filled all the prescribed Forms shown in Annexure I, II and III.
- 3.2 Digitally signed and unconditional online tender is invited by Office Of CCRTS from the Agencies subject to fulfilling all the conditions stated in this tender documents.
- 3.3 The Tenderer should have valid appropriate class Digital signature certificate (DSC) obtained from any certified Authority.
- 3.4 Tender documents and supporting forms can also be downloaded for reference purpose from the website www.mahaonline.gov.in during the period mentioned in Tender Notice/Document.
- 3.5 Self Attested copy of EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters are required to be uploaded otherwise Tender/Bid will not be accepted.
- 3.6 The Tenderer/Bidder should have obtained PAN, TAN, Service Tax, ESIC, Labour Licence and PF registration. Tenderer/Bidder should upload scanned self attested photocopies of all documents otherwise Tender/Bid will be treated as cancelled.
- 3.7 Self attested copy of audited Financial Statement certified by Chartered Accountant of last three years required to be scanned & uploaded in Tender/Bid Submission.
- 3.8 Self attested copy of Tender Processing Fee Receipt and EMD Receipt must be uploaded in the Tender submission by the Tenderer/Bidder.

3.9 Office Of CCRTS reserves the right to verify financial transaction of agency in Bank/Financial Institutions. Agency should give authority to that effect along with his accounts number and Bank/Financial Institution name & address. Any changes/modification in banking authority other than reported may be communicated to Office Of CCRTS immediately.

3.10 (a) E-Envelope No.1:-Called “Technical Bid Envelope” shall contain :

1. Self attested copy of ‘Online Receipt’ of ‘Earnest Money Deposit’ (EMD) and Tender Processing Fee.
2. A self attested Xerox copy of ‘Partnership Deed’ / ‘Memorandum and Articles of Associations’, if any.
3. Self attested ‘Sales Tax/ VAT’ registration certificate.
4. Annexure I, duly filled in all respect.
5. Power of Attorney if any.
6. Self attested copy of Proofs regarding Eligibility Criteria.
7. Tenderer/Bidder should enclose self certified copy of registration certificate under Employees Provident Fund Act, and under Employees State Insurance Act and also latest proof of the same (Challans to be attached).
8. Tenderer/Bidder should enclose self certified copy of Licence from Labour Commissioner to Employ Contract Labour under Contract Labour Act.
9. Tenderer/Bidder should enclose self attested xerox copy of PAN Card of the tenderer/bidder.
10. Tenderer/Bidder should enclose self attested copy of GST Registration Certificate which should be in the Name of the Tenderer.

All Technical bid documents should be submitted in the above sequence with Index Page

And Page numbers.

The E-envelope No.1 will be opened on **12/9/2017** or a later date to be declared (in case of re-tendering) on www.mahatenders.gov.in at 3.00 pm in the Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 in presence of the participant Tenderers/Bidders or their authorized representatives. Absence of tenderer on this occasion will not be entertained in future as long as tender awarding process is concerned.

If the various documents contained in E-envelope No.1 do not meet the requirements of the OFFICE OF CCRTS, a note will be recorded accordingly by the authorized officer/s of CCRTS and the E-envelope No.2 of the said Tenderer/ Bidder will not be considered for further

action and the same will be treated as rejected. The contents of the Technical Bid will be evaluated for deciding the eligibility and the Commercial/Financial Bid E-envelope of only those bidders who are found eligible after scrutiny of technical bid shall be then opened. In the event of the date specified for receipt and opening of technical bid being declared as a public holiday for Government of Maharashtra, the due date for submission of bids and opening of bids will be the next working day at the same scheduled time & venue.

b) E- Envelope No.2 :- Called “Commercial/Financial Bid Envelope” Shall Contain :

1. The Commercial Bid should be as per the format given in Annexure II.
2. The commercial/Financial bid of the shortlisted tenderer, qualified in technical bid shall be opened by the Deputy Secretary, State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 in presence of shortlisted tenderers or their authorized representatives. If the content of e-envelope No.2 are found to be as per requirement specified above, the Commercial/Financial bid shall be treated as valid and processed for further evaluation. The successful tenderer will be informed accordingly by the Letter of Intent and will be directed to pay Security Deposit and complete the agreement formalities. The work order will be placed by the Deputy Secretary , State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021.
3. The Earnest Money will be refunded to successful Bidder by the Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 after the required Security Deposit has been paid by the tenderer and contract documents are duly signed.

3.11 Tenders are not transferable. Tender should be valid for acceptance for a period of 90 days from the last date fixed for submission of tenders.

3.12 After depositing the security amount by the successful bidder, the agreement will be signed between the Office of the State Chief Commissioner For Right to Service and the successful tenderer containing therein the conditions of the contract and specifications stated in Tender Document & any other additional terms & conditions are found appropriate to Deputy Secretary at any stage. The cost of stamp paper for executing this agreement and all the legal expenses incidental thereto shall be borne by the successful tenderer. Payments for the work will be made on the basis of this agreement.

- 3.13 The rates quoted in the tender should be in accordance with the provisions of the Minimum Wages Act, 1948 & orders issued from time to time by the State Government or officer authorized by State Government/Government of India for this purpose.
- 3.14 In the case of any matter which is not covered by this Tender document, or the General conditions of the contract or the specifications etc. as given herewith, the conditions prevailing in Maharashtra State will be generally applicable.
- 3.15 The tendered rates quoted as man per month salary shall be inclusive of all incidental charges and inclusive of all applicable taxes and shall be applicable under the agreement from the date of agreement for One calendar year.
- 3.16 No price variation should be asked for relating to increase in manpower cost, taxes, price, variation, etc. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance" etc. will be treated as being at variance and shall be liable for rejection.
- 3.17 In the event of the tender being submitted by a firm, the person signing the tender on behalf of such firm must enter his name and state his connection with the firm or he should submit papers in original authorizing him to tender on behalf of the firm/agency. In such a case, statement made by such authorized person will be binding on such firm/agency.
- 3.18 Any additional or extra supply made by the contractor without the written authority of the Office of the State Chief Commissioner For Right to Service or the Authorized Officer will not be paid by the Office of the State Chief Commissioner For Right to Service.
- 3.19 The contractor shall not without the previous sanction of the Office of the State Chief Commissioner For Right to Service in writing execute any power of attorney in respect of any matter touching this tender. A power of attorney executed without such sanction shall not be recognized by or binding upon the Office Of CCRTS. It shall be within the discretion of the Office Of CCRTS either to grant such sanction or refuse it or to revoke a sanction once given.
- 3.20 The authority of acceptance of this tender/bid vests with the Deputy Secretary, Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 who does not undertake to accept the lowest or any particular tender or assign any reason for the rejection of any or all tenders/bids.
- 3.21 The right is reserved to revise or amend the tender documents fully or in part before the deadline for submissions, and deviation, amendments if any shall be communicated in the form of Corrigendum.

3.22 The successful tenderer/bidder will have to comply with all the statutory laws applicable for the supply of manpower.

3.23 Indemnity:

The successful Tenderer/Bidder shall indemnify the Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 of all legal obligations of its professionals deployed.

3.24 The contract will be valid for a period of **one year** from the date of execution.

3.25 Conditional tender/bid will not be entertained and shall be rejected by Office Of CCRTS outright.

3.26 Defaulters and/or black listed organization /persons with any Government agencies is/are disqualified from participating in this tender/bid process.

3.27 In case of any queries related to e-tendering, Tenderer may contact to Deputy Secretary / Purchase Officer on telephone no. 022-66500923/918 on any working day within working hours.

4. THE TENDER IS LIABLE FOR OUTFRIGHT REJECTION IF ON OPENING IT IS FOUND THAT :-

4.1 The tenderer/bidder has not followed the procedure laid down for the submission of tender strictly.

4.2 The tenderer/bidder proposed any alteration in the work specified in the tender or in the time allowed to carry out the work or any other condition which cannot be evaluated.

4.3 Any one or more of the documents required as per preceding paras is or are missing.

4.4 Any correction, additions or alterations are made by the tenderer/bidder on any page of tender documents.

4.5 Any of the pages of the tender are removed or replaced by the tenderer/bidder.

4.6 Any erasion made by him in the tender. Any pages or pasted slips are missing.

4.7 The tenderer/bidder has not signed above all corrections and additions or pasted slips and in case of firm each partner or company thereof does not sign and the signature/signatures are not attested by the witness on page.

4.8 The tenderer/bidder has not produced the original licence or self attested copy of having registered with the Commissioner of Labour as required under Contract Labour

(Regulation & Abolition) Act, 1970 and the Maharashtra Contract Labour (Regulation & Abolition) Rules,1970. No tender will be considered valid for acceptance unless the licence is submitted with tender in appropriate cover or produced at least at the time of the opening of the tender.

- 4.9 The tenderer has not quoted his rates in Commercial/ Financial Bid in words and figures.
- 4.10 Income Tax plus surcharge on Income Tax at percentage that will be in force from time to time shall be recovered from the Gross Amount of every bill, whether for measured work or Advance payment and/or Secured Advance.
5. THE EMD MAY BE FORFEITED:
- 5.1 If a Bidder withdraws its tender during the period of bid validity, or
- 5.2 In case of a successful Bidder, if the Bidder fails :
- a. To execute the agreement/contract within 8 days from the issue of the Letter of the Intent.
 - b. To submit Security Deposit of Rs.2,15,735/- (Two Lakhs fifteen thousand Seven Hundred Thirty Five Only)as specified in the terms and condition.
6. FORCE MAJEURE CLAUSE :
- 6.1 Force majeure clause shall mean and be limited to the following in the execution of the contract:
- a) War /hostilities.
 - b) Riot or Civil commotion.
 - c) Earthquake, flood, tempest, lightning or other natural physical disaster.
 - d) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- 6.2 The agency shall advise the Office Of CCRTS in writing, duly certified by an officer of the Labour Department not below the rank of Asstt. Commissioner of Labour of the Government of Maharashtra, the beginning and the end of the above cause of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, Office Of CCRTS reserves the right to cancel the order without any obligation to compensate the agency in any manner for whatsoever reason.

7. GOVERNING LAWS AND SETTLEMENT OF DISPUTES:

- 7.1 The Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any, dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the arbitration, one to be appointed by each party and the third arbitrator appointed by the Deputy Secretary, Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021. The award of the arbitration shall be final and binding on both the parties. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and rules under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Mumbai.
- 7.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the court in Mumbai.

8. TERMINATION FOR INSOLVENCY & DEFAULT:

- 8.1 Termination for Insolvency and Termination for Default :
- a) The Office of the State Chief Commissioner For Right to Service, may at any time terminate the work order/contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.
 - b) Default is said to have occurred.
 - c) If the agency fails to deliver the services of Clerk-Typist, Assistant, Steno-Typist, Driver & Peon within the time period(s) specified in the work order or any extension thereof granted by the Authority.
 - d) If the agency fails to perform any other obligations (s) under the contract/work order or violation of law/ and in connection with norms assigned.

9. DISCLAIMER :

- 9.1 The relatives, near relatives of any employees of the Office of the State Chief Commissioner For Right to Service, Nirmal Building, 2nd floor, Nariman Point, Mumbai- 400021 are prohibited from participation in this bid.

9.2 The near relatives for this purpose are defined as :

- a) Members of a Hindu Undivided Family.
- b) Their husband or wife.
- c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's and sister's husband (brother- in-law) staying with parents.

10. ADDITIONAL TERMS AND CONDITIONS :

10.1 If the successful tenderer fails to supply the agreed manpower of Clerk-Typist, Assistant, Steno-Typist, Driver & Peon in time, he will have to pay the Office Of CCRTS the total cost of damages and losses occurred due to his delay @ 1% of the balance cost of **work items** to be done, per day subject to maximum of 10%. If he fails to pay this sum in time, such sum arrived shall be recovered from the future payments to be made to the successful tenderer by the Office of the State Chief Commissioner For Right to Service. or from Security Deposit deposited by him.

10.2 Payments will be made on production of bill for the preceding month in duplicate by 10th of the next month subject to fulfilling the following condition:

The agency will make the payment to their deployed professionals before 8th of respective month. The payment shall be made for the number of days worked in a month as reported by the Head of the Office Of CCRTS. This certificate should be sent to the Office of the State Chief Commissioner For Right to Service along with the bills.

- a) Proof of payment in the form of acquaintance roll, duly signed with date by the individuals concerned for the staff along with Bank Statement of the tenderer and employee.
- b) Bills will be raised in terms of man-month salary.
- c) Payment will be made within 10 days of submission of completed documents.

10.3 The Security Deposit amount remitted to the Office of the State Chief Commissioner For Right to Service will be released only after the expiry of agreement period and on adjustment of dues and damages and interest if any.

10.4 The agency will ensure that no information about the software, hardware, database and the policies of the client organization (Office Of CCRTS) is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them and misconduct on this part by the employee will be treated as misconduct by tenderer.

10.5 Office of the State Chief Commissioner For Right to Service reserves the right to terminate the contract at any time, if it is found at a stage of its implementation that the tenderer/manpower supplier contractor is not successful in carrying out the work entrusted to him or the service/work is not as per the satisfaction of the Office of the State Chief Commissioner For Right to Service. In such case it will be open to award the contract to another agency, if necessary, which shall not be challenged by him before any court or authority, whatsoever.

Date:21August,2017

Deputy Secretary
Right to Service Commission

ANNEXURE –I
TECHNICAL BID FORM FOR SUPPLY OF MANPOWER TO
OFFICE OF CCRTS.

Tender Reference No.Swayata-2017/C.R.N0.12/CCRTS Manpower Supply / 2017-18,
Dated - 21August 2017.

Note: The Tenderer/Bidder shall submit all required information in this Prescribed Tender Form and supporting Documents required for evidence.

1. Name of the Company/Agency :
2. Contact Number office (a) Land line : (C)Mobile:
(b) Fax : (d) E-mail :
3. Name and full Address of the Bankers :
4. Registration Number of the Company :
5. EPF No. of the Company :
6. ESI No. of the Company :
7. Service Tax Registration No. of the Company:
8. PAN Number :
9. Constitution of the Company/Firm a)
Indian Companies Act, 1956 Or
b)Indian Contract Act, 1872 Or c)
Any other Act, if not, the owner.
10. Year wise turnover of last 3 years (Self Attested copy of ITR to be attached 2013-14, 2014-15 & 2015-16).
11. Last 3 years Self Attested Income Tax Certificate (for the year 2013-14, 2014-15 & 2015-16).
12. Experience in no. of years (Name & address of the Client with period of work must be enclosed for last Three years 2013-14, 2014 -15 & 2015-16 alongwith turnover and no. of manpower supplied).
13. Name, address and Mobile No. of the firm's representative.

14. The details of the payment made :

Payment Head	Amount	Details of the payment mode
Tender Processing Fee	Rs. 10,000/-	
Earnest Money Deposit (EMD)	Rs. 1,00,000/-	

15. I/We have enclosed following relevant documents

- a) Self attested copy of PAN Card
- b) Self attested copy of SGST Registration Certificate.
- c) Self attested copy of Power of Attorney, if any
- d) Self attested copy regarding eligibility criteria regarding Turnover of 2013-14, 2014-15 & 2015-16.
- e) Self Certified copy of (i) Registration Certificate under Employees provident fund Act and under Employees State Insurance Act, (II) EPFO Challans.
- f) Self Certified copy of Licence from Labour Commissioner to employ Contract labour under Contract Labour Act.
- g) Self certified copy of CGST Registration Certificate
- h) Self attested copy of Tender Processing Fee Receipt & EMD.

16. If my /our offer is not accepted by the Office Of CCRTS, the Earnest Money Deposit paid by me/us hereof shall be returned to me/us without interest. My/our Bank details are

- a) Name of the Bank-
- b) Branch Name-
- c) Bank address-
- d) IFSC code -

17. Any notice or letter of communication addressed to me/us at the address _____
 _____ OR on e-mail address _____
 will be deemed a valid and proper notice of intimation to me/us.

18. I/we agree to abide by the decision of Deputy Secretary of Office Of CCRTS regarding my/our eligibility.

Note:

The Tenderer/Bidder may send their representatives at the time of opening of the tenders with I.D. Proof and authorization letter. Without I.D. proof and authorization letter no representative will be allowed to participate at the time of opening of the tender. All pages of technical bid should be Numbered, duly signed and stamped by authorized signatory. Document submitted should be flagged with Serial Numbers.

I have read all the terms and conditions of the tender documents thoroughly and understand the terms thereof and I am abide by them, and agree to confirm those terms & conditions in all points & respect.

Name/details of the :

Signature :

Authorized signatory :

Name:

ANNEXURE II

COMMERCIAL/FINANCIAL BID FORM FOR SUPPLY OF MANPOWER TO OFFICE OF
CCRTS

Tender Reference No.Swayata-2017/C.R.NO.12/CCRTS Manpower Supply / 2017-18,
Dated -21August,2017.

Name of Agency in full :

Name of the Applicant :

Address :

Phone. No. :

2. I/we the Authorised Representatives of the above named Agency :

Sr. No.	Full Name	Designation

Desire and hereby make an offer as manpower service provider for supply of manpower by abiding the terms & conditions stated in this tender/Bid Documents.

3. I am/ we are/ our principals are submitting herewith an offer as manpower service provider for supply of man power as per this Tender/Bid document as stated in the following statement:

Per day Basis	Stenographer		Assistant	Clerk- Typist	Driver	Peon
	Higher grade	Lower grade				
SALARY TO BE PAID						
MANAGEMENT CHARGES						
PROFETIONAL TAX						
SGST/ CGST						
QUOTED PRICE BID						
QUANTITY						
FINAL PRICE BID						
TOTAL VALUE Rs.						

- 3.1 I/We state & confirm that the rates quoted are not less than those of minimum wages fixed by the Labour Commissioner OR by any such officer authorized by the State Government/ Government of India in that behalf.
4. If my/our offer is accepted by the Office Of CCRTS and if I/we fail to fulfill or comply will the conditions as stated in the Tender Documents, the agreement so concluded between us shall stand rescinded by the Office Of CCRTS and the amount of Earnest money Deposit paid by me/us under this offer shall stand absolutely forfeited to the Office Of CCRTS.
5. I/we shall keep this offer valid for a period of 90 days effective from the date of opening of E-Envelop No. 1 of the offer and shall not revoke or vary it before the expiry of 90 days from such date and in the event of my/ our failing to observe and perform this liability the Earnest money Deposit paid under this offer shall stand absolutely forfeited to Office Of CCRTS.
6. I/We also agree and accept Office Of CCRTS's full right to accept or reject my/our Tender/Bid or revoke at any time acceptance of my/our offer and may or may not accept any offer without assigning any reason whatsoever.
7. I/We hereby undertake to provide 'Security Deposit' for the period of contract as stated in Tender Document, if my Tender/Bid is accepted by Office Of CCRTS finally.
8. I/we hereby declare that I/we have read and understand the terms & conditions as stated in the said Tender document and abide by the decision of the Office of CCRTS.

Mumbai :

Date :

Name & Signature of Authorized Person

ANNEXTURE IIIFORM OF BANK GUARANTEE, GUARANTEE BOND FOR SECURITY DEPOSIT

(Revised) (On stamp paper worth Rupees 100/-)

In consideration of the Office of the State Chief Commissioner For Right to Service (here in after referred to as "the Office of CCRTS") having agreed to exempt _____ (here in after referred to as "the Contractor") from depositing with the Office of CCRTS in cash the sum of Rs. ----- /-(Rupees -----Only.) being the amount of Security Deposit payable by the Contractor to the Office of CCRTS under the terms and conditions of the Agreement

dated the _____ day of _____

and made between
the OFFICE OF CCRTS of the one part, and the
Contractor of the other part
(hereinafter referred to as "the said Agreement") for

_____ as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Office of CCRTS a Guarantee in the prescribed form of a Schedule Bank of India being in fact those presents in the like sum of Rs. -----/(Rupees ----- Only) We

_____ Bank/Limited registered in India under
_____ Act and having one of our Local Head Office at _____
_____ do hereby :

1. Guarantee to the OFFICE OF CCRTS:

- (a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor contained in the said Agreement. and
- (b) Due and punctual payment by the Contractor to the Office Of CCRTS of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the Office Of CCRTS under or in respect of the said Agreement.

2. Undertake to pay to the Office Of CCRTS on demand and without demur and not withstanding

any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of Tribunal relating thereto the said sum of Rs. -----/(Rs . -----
-----Only) or such lesser sum as may

demand by the Office Of CCRTS from us our liability hereunder being absolute and unequivocal and agree that.

- 3. (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the Office Of CCRTS under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Office Of CCRTS certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.
- (b) We shall not be discharged or released from the liability under this Guarantee by reasons Of-
 - (i) Any change in the constitution of the Bank or the Contractor. Or
 - (ii) Any agreement entered into between the Office Of CCRTS and the Contractor with or without our consent.
 - (iii) Any forbearance or indulgence shown to the Contractor
 - (iv) Any variation in the terms, covenants or conditions contained in the said Agreement.
 - (v) Any other conditions or circumstances under which, in law, a surety would be discharged.
- (c) Our liability here under shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs._-----/- (Rupees -----only) and
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Office Of CCRTS.

IN WITNESS WHERE OF the Common Seal of

_____ has been here into affixed

this day of _____

The Common Seal of _____ was pursuant to the

resolution of the Board of Directors of the Company

dated the _____ day of _____ herein affixed in the

presence of _____ who, in token thereof, have hereto set their

respective hands in the presence of :

1) _____

2) _____

3) _____

ANNEXTURE –IVEducational Qualification and Proficiency in Shorthand Writing & Computer & Technical Qualification of Typing for Clerk-Typist, Steno-Typist and Qualification for Driver, etc.

A) Assistant (Required Six)

A person to be placed as Assistant should have, educational as well as computer proficiency qualification prescribed by the Government of Maharashtra Notification No. RTR-1086/14A Dated 20 June, 1995 & RTR1406/C.R.102/06/XIV-A, Dated 2/01/2008 and amendments which will be made from time to time.

B) Clerk-Typist (Required Six at present; however may increase to Seven)

A person to be placed as Clerk-Typist should have, educational as well as typewriting and computer proficiency qualification prescribed by the Government of Maharashtra Notification No. RTR-1002/CR-2/02/XIV- A, Dated 31.05.2006 and amendments which will be made from time to time.

C) Stenographer (Marathi & English) (Required Two at present; however it may increase to Four) :

A person to be placed as Steno-Typist should have a educational Stenographic/ Shorthand (Marathi & English) as well as along with typewriting qualification & computer proficiency qualification prescribed by the Government of Maharashtra vide Government Notification No. AAC/1593/3619/14A, Dtd. 31.07.1997 and amendments which will be made from time to time.

D) Drivers (Require Two Only)

A person to be placed as Driver for Light motor vehicle should have a educational qualification and driving qualification knowledge & proficiency prescribed by the Government of Maharashtra vide Government Notification No. RTR-1076/3107- XII, Dtd. 14.11.1980 and amendments which will be made from time to time.

E) Peon (Require Four at present; however may increase to Six)

A person to be placed as Peon should have a educational qualification prescribed by the Government of Maharashtra vide Notification No. RTR1094/C.R.9/94/12, Dtd. 30, October, 1995 and amendments which will be made from time to time.
