

GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh

Ist Floor, Ashok Pingley Bhawan of Municipal Corporation, Nehru Chowk, Bilaspur, Chhattisgarh-495001

No. ROC-C.G./Admn/1/2014/1243

Dt. 03/12/2014

TENDER ENQUIRY FOR PROVIDING SERVICES OF PERSONNEL AT OFFICE OF REGISTRAR OF COMPANIES-CUM-OFFICIAL LIQUIDATOR, CHHATTISGARH, MINISTRY OF CORPORATE AFFAIRS, AT BILASPUR

The Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh invites quotations in two bid systems from the interested parties to bid in sealed covers for providing the Services of Personnel in the aforesaid office. The first part of the tender, technical bid consist of Technical requirements and general terms & conditions followed by commercial bid.

Technical Bid & Commercial Bid must be submitted in two separate sealed envelops, superscribed separately as "Technical Bid" & "Commercial Bid" respectively. The tenders shall be accepted till 15-12-2014 up to 03.00 pm. Technical Bid will be opened on 15-12-2014 at 4.00 pm in the meeting of the Committee appointed for this purpose.

TERMS AND CONDITIONS:

- 1. The Agency shall provide services of personnel as per requirement with specified qualification and experience in accordance with conditions laid down by The Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur.
- 2. Fixed sum will be payable to the Agency as per mutually agreed terms for the services of personnel provided by Agency.
- 3. The agency is required to give details of sums to be paid to the personnel appointed and commission charged by them.
- 4. Personnel provided by the agency will have to attend their duties at specified timing on all working days (i.e. from <u>Monday</u> to <u>Friday</u> in a week) the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur, Late Coming, leaving early, absenteeism shall not be accepted.
- 5. The agency shall be responsible for their conduct and observance of normal discipline at the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur.

- 6. The personnel will not be provided any transport facilities or conveyance allowance for attending their duties at the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur.
- 7. Any violation of discipline or irregularity in attendance or indulgence in misconduct on part of personnel deployed shall be immediately withdrawn as per instruction of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur.
- 8. Even though you have been asked to depute personnel for three/six month period. The Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur, reserves the right to terminate any particular personnel or all of them engaged through your agency without assigning any reason thereof.
- 9. The agency shall submit an invoice by 1st day of every month with details of payment to be made to the Agency.
- The personnel engaged through your agency will have no right whatsoever to the permanent/contractual employment/ regularization/absorption in Ministry of Corporate Affairs.
- 11. Arrangement made with your agency for engaging personnel, would not entitle any of those personnel for regular or contract appointment at the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur on any post at any point of time.
- 12. Agency would be fully responsible for its personnel for their termination discharge or for any legal action or liabilities and/or payment of legal duties like salary or wages, PF/ESI contribution. The agency shall be also responsible to keep all records required by law i.e. Contract Labour (Regulating & Abolition) Act. The Employees Provident Fund Act, Minimum Wages Act, The Payment of Wages Act 1956, Payment of Bonus Act, E.S.I Act, or any such Act applicable to carry out the work assigned by the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur.
- 13. TDS will be deducted at source as per Income Tax rules & regulation in force from time to time.
- 14. The rate offered by the tenderer for Service charges for providing of Personnel shall be valid up to 90 days from the date of opening of Commercial Bid.
- 15. The tenure of contract shall be upto 11 months from the date of acceptance of the tender/issue of the letter and the same shall be extended for another two terms of each one year with mutual consent. The office also reserves the right to discontinue the contract by giving one month notice in advance at any time during the contract period.
- 16. In case of any dispute arises the process, the decision of the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur shall be binding to both the parties.
- 17. <u>Security Deposit:</u> The contractor shall be required to deposit an amount of Rs. 15,000/- (Rs. Fifteen thousand only) as Security Deposit immediately

on issue of Work Order in the form of Fixed Deposit Receipt of Nationalized/Scheduled Bank only in favour of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur, No interest shall be paid on such security deposit, which shall remain with this office during the continuance of the contract and it shall be released only after expiry/termination of the contract, subject to clearance of all dues by the contractor.

The whole amount of the security deposit shall be liable to forfeiture in case of breach of any of the terms agreed upon by the contractor. The Security deposit shall also be liable to appropriation against dues payable to the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur under the agreement or damage or expenses that may be sustained by the office as a result of negligence or such acts and omissions on the part of the contractor or the persons deployed by agency at the Office of the Registrar of Companies-cum-Official Liquidator, Chhattisgarh, Bilaspur.

The whole amount of the security deposit shall be liable to forfeiture in the event of the contractor not being able to continue the contract for the entire duration of the contract on the same rates, terms and conditions and chooses the option to give three months' notice in writing to the office for termination of the contract.

- 18. ARBITRATION:- All disputes arising between the parties shall be referred to and settled through Arbitration conducted in accordance with the provision of the Arbitration & Conciliation Act, 1996 and the rules framed there under. Such Disputes shall be adjudicated by an arbitral tribunal comprising of three arbitrators, one to be appointed by each party and the two appointed arbitrators shall jointly appoint the third arbitrator for the purposes of constituting the arbitration tribunal. The arbitrators shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of arbitration shall be Bilaspur. The language of arbitration shall be Hindi/English.
- 19. <u>JURISDICTION:</u> Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Bilaspur and only the said courts shall have jurisdiction to entertain and try such action (s) and/or proceedings to the exclusion of all the other Courts.

Sq – (R. K. Sahu)

(R. K. Sahu) Registrar of Companies cum-Official Liquidator, Chhattisgarh

TECHNICAL BID FOR PROVIDING SERVICES OF PERSONNEL AT OFFICE OF THE REGISTRAR OF COMPANIES-CUM-OFFICIAL LIQUIDATOR, CHHATTISGARH, BILASPUR

•	Technical	Bids	will be	opened	first	on	15-12-20	014 in	order to	assess	the
	capability	and	capacity	of the	tende	ring	parties.	Comn	nercial b	ids shal	l be
	opened late	er, as	mention	ed in the	e form	is fo	r "Comm	nercial	Bids".		

Name of Tenderer	:		es e
Address of the Firm	:		
Phone No	F	ax No	_
State status whether firm	is Proprietary/Part	tnership firm/Company:	
Name (s) of the Director	Proprietor or:		
Partners of the firms			

1. Registration under various Statutes:

Registration Under	Registration No.
Provident Fund Number	
Employees State Insurance (ESI)	
Shops & Establishment Act	
Professional Tax No.	
Permanent A/c. No.	
Gujarat Labour Welfare A/c. No.	
	Provident Fund Number Employees State Insurance (ESI) Shops & Establishment Act Professional Tax No. Permanent A/c. No. Gujarat Labour Welfare A/c.

(Xerox copy of above registration of the firm under various Statutes must be attached.)

Names of the Client where such services of at least ten employees are being provided at various levels.

S No.	Name of client / Institutions	Man ager	Admin staff	Techni cal Staff	Attenda nts/ Peons/ Helpers	Securi ty Staff	Total	Gross Monthly Billing (Rs.)
1.								
2								
3					Pajji			
4								
5								
6								
7								
8								777
9								
10								

(If the list of the client is more than the space provided you can attach the list of clients in the above format)

N.	
Place	Seal & Sign of the Tenderer
	Address:
Date	

COMMERCIAL BID FOR PROVIDING SERVICES OF PERSONNEL AT OFFICE OF THE REGISTRAR OF COMPANIES-CUM-OFFICIAL LIQUIDATOR, CHHATTISGARH, BILASPUR

Important Note:-

- This Commercial Bid should be filed in by Tendering Party duly signed, stamped and sealed and must be submitted in a separate cover, superscribed with "Commercial Bid".
- After opening of technical bid the capability and suitability of the tenderers shall be evaluated and commercial bid of the qualified tenderers shall be opened later on and the date will be informed accordingly

3. Phone No. Fax No.	
4. Whether proprietary/partnership firm or co	mpany:
5. Name(s) of the Proprietor or Partners of the	e Firms:
6. Charges for Providing the services:-	
S. No. Particulars	Dor month at
1. Service Charges (in percentage) for	Per month charge
providing personnel per month (as	
% of total amount payable to personnel)	(%)
Applicable Somios Terra 111 1 1 1 1 1	
Applicable Service Tax will be borne by RD.	
Place Seal & S	Sign of the Tender
Seal & S	
Seal & S	Sign of the Tender
Date Address:	

Annexure-A

Minimum Requirements of Posts proposed for outsourcing

S. No.	Requirements	LDC / Office Assistant 01 Posts	MTS	MTS (for Security Guard/Night watchman)
			02 Posts	01 Post
1.	Basic Qualification	12 th pass	Matriculation	Matriculation
2.	Experience	1-2 years	1 year	1 year
3.	Shorthand knowledge	No	No	No
4.	Male or Female	Male or female	Male	Male
6.	Working hours	9.30 am to 6.00 pm	9.30 am to 6.00 pm	6.00 pm to 9.30 am
7	Working days	5 days in week	5 days in week	All days
8	Place of work	ROC-cum-OL, Chhattisgarh at Bilaspur	ROC-cum-OL, Chhattisgarh at Bilaspur	ROC-cum- OL, Chhattisgarh at Bilaspur
9	Typing speed	30 w.p.m.	1	