

E-TENDER NO. PED A/2023-24/03

E-Bidding Document

For hiring agency for providing manpower services on outsourcing basis at Punjab Energy Development Agency and its subsidiary Punjab Genco Limited, Head office, Chandigarh and its offices in Punjab



PUNJAB ENERGY DEVELOPMENT AGENCY

SOLAR PASSIVE COMPLEX, PLOT NO. 1-2, SECTOR 33-D, CHANDIGARH

PHONE: 0172-2663328, 2663382

Website: <https://www.peda.gov.in>

CONTENTS

S. No.	Subject	Page No.
1.	<i>INVITATION FOR BIDS</i>	3
2.	<i>INSTRUCTIONS TO BIDDERS</i>	4-13
3.	<i>GENERAL CONDITION OF CONTRACT</i>	14-20
4.	<i>SPECIAL CONDITION OF CONTRACT</i>	21-29
5.	<i>ANNEXURE</i>	30-36

SECTION - I
INVITATION FOR BIDS



PUNJAB ENERGY DEVELOPMENT AGENCY
Solar Passive Complex
Plot No. 1 & 2, Sector 33-D, Chandigarh

Detailed Tender Notice

Punjab Energy Development Agency (PEDA), invites e-tender for providing the Manpower Services on outsourcing basis at Punjab Energy Development Agency and its subsidiary Punjab Genco Limited, Head office, Chandigarh and its offices in Punjab:

Sr. No	Name of work	EMD (Rs.)	Date of start of downloading e-tender document	Last Date & time for submission of e-bids	Date & time of opening of Techno-commercial e-bids
1.	Providing the Manpower Services on outsourcing basis at Punjab Energy Development Agency and its subsidiary Punjab Genco Limited, Head office, Chandigarh and its offices in Punjab.	7,00,000/-	21.01.2023	13.02.2023 at 4.00 PM	14.02.2023 at 11.00 AM
Cost of Tender Document		Non-refundable Tender Document fee Rs. 5,000/- through online Mode only			
E-Processing Fee		Non-refundable e-processing fee as applicable through online mode only			
Earnest Money Deposit		Earnest Money as mentioned above shall be deposited through online mode only.			

1. Eligibility criteria and other terms & conditions for the works are given in the Tender Document which can be downloaded from www.eproc.punjab.gov.in.
2. Bidders shall have to get themselves registered with www.eproc.punjab.gov.in and get user ID and Password. Class- 2/3 Digital Signature, mandatory to participate in the e-tendering process. For any clarification on the tender document clauses, please contact at 0172-2663328, 0172-2663382. For any clarification/difficulty regarding e-tendering process flow, please contact at 0172-2791326, 2791226.
3. Corrigendum / Addendum / Corrections, if any will be published on the e-tender website and no separate notices shall be issued
4. PEDA reserve the right to accept or reject any or all the tenders without assigning any reason thereof.

Director

SECTION II

2. INSTRUCTIONS TO BIDDERS (ITB)

INSTRUCTIONS TO BIDDERS

Punjab Energy Development Agency (PEDA) is inviting a E- tender for providing manpower service on outsourcing basis for a period of two years. Interested manpower agency fulfilling all terms and conditions may participate and submit the tender documents.

A. Scope of work; Contract for providing manpower viz Engineers, Managers, Assistant Managers, Data Entry Operators, Drivers, Accountant, Peons etc. at PEDA/PGL Office Chandigarh, and its field offices in Punjab as per qualifications and job requirements as applicable from time to time, initially for a period of two year extendable further one year to year basis, if performance is satisfactory .

1. General Terms and condition of Contract

- i) The Interested Service providers/ bidders may visit on website www.eproc.punjab.gov.in to understand the process of bids.

A complete set of bidding documents in English may be purchased from www.eproc.punjab.gov.in through IPG Mode payment of a non-refundable fee of Rs.5000/- on or before last date & time of submission of bids. The other details are as under:-

DOCUMENT CONTROL SHEET		
S. No.	Particulars	Details
1.	Document Reference Number	<i>PEDA/2023-24/03</i>
2.	Start date for issue of Tender Document	21.01.2023
3.	Last Date and time for submission of E-Bids	13.02.2023 at 4.00 PM
4.	Last date for submission of Queries	30.01.2023
5.	Last date of reply of queries	07.02.2023
7.	Date and time of opening of Technical Bids	14.02.2023

8.	Date and time of opening of Financial Bids	To be informed after completion of technical bid evaluation
9.	Office address	Punjab Energy Development Agency Plot No. 1-2 Sector 33D Chandigarh
10.	Cost of Tender Document	Rs. 5000/- (Rupees Five Thousand Only)
11.	Earnest Money Deposit	Rs. 7,00,000/- (Seven Lacs Only) No exemption to any category
12.	Processing Fee	The bidder has to pay the amount of processing fees as given on the portal
13.	e-Tender Website/ Helpdesk	Website: https://eproc.punjab.gov.in Email:-eproc@punjab.gov.in ContactNo:0172-2970263/2970284
14.	Punjab Energy Development Agency Contact	Email: admin.peda@punjab.gov.in Phone:0172-2663382
15.	e-tender Website	https://eproc.punjab.gov.in
16.	Method of Selection	Least cost basis

- ii) E-tenders shall be submitted on www.eproc.punjab.gov.in. Conditional tenders and tenders without EMD shall be rejected
- iii) PEDDA may issue amendment to the tender documents before due date of submission of tender. The Agency/Service providers are required to read the tender documents in conjunction with amendments, if any, issued by the PEDDA on www.eproc.punjab.gov.in.
- iv) PEDDA 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.

- v) Validity of bid: Bid submitted by Bidder shall remain valid for acceptance for a period of 90 days from the date of opening of the financial bid.
- vi) The supporting documents to be submitted as proof with the bid should be in sequence order and page marked along with the index. The bids found not in order or without index and conditional bids with addition/ omission to original DNIT are liable to be rejected.
- vii) No additional documents will be accepted after opening of the technical bid on due date. The sole criteria of qualification / disqualification will depend on the documents uploaded by the bidders. However the Evaluation committee of PEDA can sought any information regarding the paper.
- viii) The bidder shall upload the bids as per formats on or before the date and time notified in this document/ NIT .
- ix) Correspondence for enquiries and clarifications: All correspondence, clarifications in respect of the bid document shall be addressed to:

Director, Punjab Energy Development Agency, Plot No. 1 & 2, Sector 33-D, Chandigarh,
Tel: 0172 - 2663328 / 2663382 Fax: 0172 –2662865 and should reach within 10 days i.e in
PEDA office from the date of publishing of NIT or through Email:
admin.peda@punjab.gov.in After due date no query will be entertained.
- x) **The Tender will be opened on the date and time specified in the NIT.** In the event of the date of opening of tender being declared a holiday by the State Govt., then the tender will be opened on the next working day at the same time and venue.
- xi) 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 tender as specified in the 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 tender.
- xii) Director PEDA reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders clarifications are liable to be ignored and rejected.
- xiii) Director PEDA does not bind itself to accept lowest or any other tender. The Director, PEDA further reserves its right to reject all bids and null the bidding process at any time.

- xiv) 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 tender or the tender accepting officials/authority be for the finalization of tender shall render the same liable for rejection.
- xv) There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company as a whole and the bidder shall not have been blacklisted ever and under no circumstance should have committed financial fraud / forging /manipulation of any kind with any Bank, Government Departments, Public Sector Companies, Government Autonomous organizations or Private companies. An affidavit in this regard shall be submitted in original **(on non-judicial stamp paper duly notarized) to this effect shall be given by the firm in Annexure-5.**
- xvi) The bidder 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.**
- xvii) The bidder must comply with the statutory requirement, such as registration with ESI, EPF, EDLI, PAN /TIN/TAN & GST etc. and submit proofs thereof.
- xviii) All Documents included shall be duly stamped and signed by the authorized signatory of the agency.
- xix) Each Agency/Service provider shall submit only one Tender for the entire scope of work. Agency/Service provider who submits more than one tender or part tender or conditional bid will be treated as non-responsive & rejected.
- xx) Individual signing the 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 Director, PEDDA 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 of the including any loss which Department may have on account of execution of contract/intended contract.

2. Eligible Bidders

- Bidder must meet the eligibility criteria independently
- Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- The bidder should have a functional office in Chandigarh /Panchkula/ SAS Nagar.

3. ELIGIBILITY CRITERIA

- 3.1 The bidder must be registered under the Companies Act, 1956 or as a partnership firm under Partnership Act 1932 or as an LLP., the bidder must have rendered continuous services for at least 3 years to be eligible. The bidder is required to provide copies of relevant certificates, registration details and other documents which confirm these conditions.
- 3.2 The bidder should have minimum experience of 3 years in providing satisfactory services to atleast 5 different Govt. Departments/ Statutory Bodies or Public Sector Undertakings at anywhere in India and the bidder should have good performance record. The copies of the contract and performance certificate duly signed by competent authority must be attached and It should not be older than three months from the date of publish of NIT.
- 3.3 The bidder should have at least 200 employees, on its payroll as per various services mentioned in the tender notice on the date of submitting the tender. The copies of the latest payroll of the company along with the additional relevant supporting documents such as employment contracts / salary slip/client contracts etc. showing the number of employees under different categories.
- 3.4 The bidder should have Average Annual financial turnover during the last 3 years, ending of the previous financial year i.e 31st March 2022, should be at least 3.50 crore and should have filed income tax return with the Income Tax department for the same period. The Copies of Certified & Audited Balance Sheets along with Chartered Accountant's certificate of turnover must be enclosed.

4. SUBMISSION OF BIDS

- 4.1 The bidder shall upload the bids as per formats on or before the date and time notified in this document/ NIT.
- 4.2 Bids shall be uploaded in two parts.
Part – I Techno Commercial Bid
Part – II Price Bid.
- 4.3 It should be clearly noted that Part –I should not contain any price bid.
- 4.4 Part-I containing of those bidders who satisfy the requirement of bid security deposit will only be opened at the time & date notified for opening. If any bidder indicates the price in Part-I i.e techno commercial bid , the bid will not be read out and bid would stand rejected. Part II containing will not be opened at the time of opening Part-I. The bidders who do not qualify in Part –I, their bid of Part –II (Price Bid) shall not be opened.

4.5 The Bidder shall submit complete e-bid through e-tender at website www.eproc.punjab.gov.in

4.6 Bids shall remain valid for the period 90 days after the date of bid opening prescribed by the Purchaser for the purpose of evaluation. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

5. Earnest Money Deposit

- The Earnest Money Deposit is required to protect the Purchaser against risk of Bidder's conduct which would warrant the security's forfeiture.
- The Earnest Money Deposit of Rs.7,00,000/- (Rs. Seven Lacs only) shall be deposited through IPG mode/ Bank Guarantee. The original bank Guarantee equal to EMD amount must reach in PEDDA office on or before the day of opening of technical bids. A bank guarantee towards Earnest Money Deposit (EMD) issued by a bank located in the purchaser's country should be valid for 120 days .
- Any bid not secured in accordance with above EMD will be rejected by the Purchaser as non responsive.
- Unsuccessful Bidder's Earnest Money Deposit will be discharged/returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the purchaser.
- The successful Bidder's will be discharged upon the Bidders executing the Contract and furnishing the performance security.
- No tenderer/bidder is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances
- The Earnest Money Deposit may be forfeited:
 - a) if a Bidder:
 - I. withdraws its bid during the period of bid validity specified by the Bidder
 - II. does not accept the correction of errors
 - b) in case of a successful Bidder, if the Bidder fails
 - I. to sign the Contract in accordance or
 - II. to furnish performance security.

6. Deadline for Submission of Bids

- Bids must be submitted through e-tendering process in time and date as mentioned
- in NIT.
- The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7. Late Bids

After the deadline for submission of bids as mentioned in NIT, any bid shall not be received by the e-tender system and no physical bids will be accepted.

8. Modification and Withdrawal of Bids

- No bid can be modified subsequent to the deadline for submission of bids.

- No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

9. Opening of Bids by Purchaser

- 9.1 The e-Technical bids will be opened in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in DNIT.
- 9.2 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 9.3 The technical e-bids shall be evaluated by the purchaser for assessing responsiveness, bidders qualification and technical confirmation.
- 9.4 The bidders whose technical bids are declared as technically responsive and qualified shall be informed accordingly and their Price Bids shall be opened.
- 9.5 The bidders whose technical bids do not qualify, their Price Bids shall not be opened.
- 9.6 Price Bids opening date shall be conveyed subsequently on e-tendering website.

10. Evaluation of Financial Bids

The evaluation of Price Bid shall be carried out based on the information furnished in the uploaded E-Price Bid. The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the DNIT. Any Bid not meeting any of the requirements of this DNIT may cause the Bid to be considered "Non-responsive" at the sole decision of the PEDDA.

11. Award of Contract

a) Post qualification

- 11.1 In the absence of pre qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

12. Selection of Bidder

PEDDA will award the work order to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest administrative and management charges and meets the specified qualification criteria. The rates quoted in Price Bids of Qualified Bidders shall be ranked from the lowest to the highest. If the L1 bidder fails to

accept the Work order, then, the next bidder/bidders will be offered to do the work at L1 rates. It 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 contracts in numbers/totality, the longest running contract(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. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

14. Notification of Award

14.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter, that its bid has been accepted.

14.2 The notification of award will constitute the formation of the Contract

15. ISSUE OF WORK ORDER

The work order/ orders shall be placed depending upon the requirement of the agency from time to time within the validity period of rates.

16. Performance Security

16.1 Within fifteen (15) days from the date of issue of notification of award for approval of rates from the Purchaser, the successful Bidder shall furnish the performance security of Rs. 30Lacs for 25 months from the date of issue of notification of Award .

16.2 Failure of the successful Bidder to comply with the above within the stated time periods shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

16.3 The Performance Security shall be denominated in the currency of the Contract, and shall be in one of the following forms:

- (a) A Bank guarantee, issued by a reputed bank located in the purchaser's country , acceptable to the Purchaser, in the form provided in the Bidding Documents; or
- (b) A Demand draft favoring Punjab Energy Development Agency.

16.4 The performance security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to PEDDA :-

- If the Bidder/Company is not able to provide the services/ manpower to the satisfaction of PEDDA,
- If the bidder company not accepted the work order during rate approval period.
- Termination due to material breach of contract

16.5 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations, under the Contract.

17. Signing of Contract

17.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send to Bidder the work order and the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

17.2 Within fifteen (15) days from the date of issue of the Contract Form, the successful Bidder shall sign the Contract and return it to the Purchaser. The signing of the work order cum contract agreement shall evidence the final acceptance of all terms and conditions and their due compliance by the successful bidder.

17.3 The technical bid must be accompanied with the following documents:

- i. Tender Fee against payment of Tender Document.
- ii. Earnest Money Deposit (EMD).
- iii. Bidder's General Information Annexure-1 along with the documentary proof.
- iv. Bidder's Eligibility Criteria Annexure-2 along with the documentary proof.
- v. No Deviation Confirmation as per Annexure-3.
- vi. Declaration on the Company letter head stating acceptance of the terms and Conditions mentioned in the tender documents.
- vii. Additional documents, if any.

SECTION - III

3. GENERAL CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- i) These general conditions shall apply to the extent that provisions in other parts of the RFP do not supersede these conditions. For interpretation of any clause in the tender or Contract Agreement, the interpretation of the PEDDA shall be final and binding
- ii) The company to have IT infrastructure (HRIS operational from minimum last 3 years) for providing Government Agency and the Employee data relevant to its employment like Payslips, Statutory (ESI, PF, LWF, PT), Leaves, 16/16A form for TDS deduction for Employee and other relevant Employee life cycle from onboarding till exit management.
- iii) Bidder to provide list of sufficient core Management Team that will undertake this project under whom all other Department like Payroll, HR, Statutory Staff, Legal, Accounts and Operation Team render services to Client smoothly.
- iv) Administrative and Management Charges (on basic wages + overtime) should not exceeds 2.5% of (basic wages + overtime) in the commercial bid. All the bids with Administrative and Management Charges above 2.5% are liable to be dis-qualified. (Government of Punjab vide. notification no. 7/74/2018-1FP1/1539232/1 dated 01-08-2019 has restricted the Administrative and Management Charges upto 2.5% of the contract.)
- v) This contract should be for a initial period of 2 year extendable by another year only from the date of its signing and as such, the services shall be provided/rendered by Service Provider, for a period of 2 years from the date of signing of this contract. The Director, PEDDA, hereinafter called CLIENT, shall have a right to terminate this Contract without disclosing any cause or reason, by serving upon the Service Provider, one month prior written notice of its intention to terminate the Contract and the Service Provider shall also have a corresponding right without assigning any reason therefore and without payment of any compensation in lieu thereof. However, PEDDA shall give only 5 days' notice for termination of this contract to the Service provider when there is a major default/ violation in the compliance of the important

terms and conditions of this contract or the Service Provider has failed to meet and comply with the Statutory Obligations.

- vi) The indicative nature and scope of the services to be rendered by the Service Provider in pursuance of this Contract has been provided in Annexure-'6' of this Contract. The number of personnel required through whom/which the Service Provider shall render such services as contemplated in Annexure 6 shall be determined/varied/ increased or decreased by the CLIENT at its sole discretion, depending upon its needs from time to time. In this regard, the CLIENT, who has been authorized and delegated the power for this purpose, shall exercise the discretion on behalf of the CLIENT and send appropriate written requests to the Service Provider from time to time. The Service Provider shall comply with all such requests signed by the CLIENT within a period of three (3) working days from the date of receipt thereof. All communications on behalf of the Service Provider, which are required to be sent to the CLIENT, shall be signed only by M.D. on the Board of the Service Provider Company or by any authorized Employee of the Service Provider.
- vii) Subject to the satisfactory performance of the Service Provider, to be judged by the CLIENT, this Contract may be extended further for a maximum period of one year (one year at a time) after completion of two years term upon mutually acceptable terms and conditions.
- viii) Service Provider alone shall exercise control over the personnel deployed by him for rendering service to the CLIENT. Under all circumstances, the personnel shall be governed by the rules and regulations of the Service Provider, if any.
- ix) The conditions of service shall be got approved by the Service Provider from the Client at the time of signing the agreement between the Service Provider and the Client for providing the services.
- x) The CLIENT shall be concerned only with the quality and efficiency of the services to be provided by the Service Provider or the manpower supplied through his agency. In case the services of any deployed staff are no more required for the project work / official work then the staff of the Service Provider shall be served one month's notice

in advance for the cessation of his contractual services with the client as per the Rules and Regulations of the Service Provider and also to avoid any further legal complications.

- xi) All the payments to be made for the services rendered by the Service Provider shall be made by the CLIENT directly to the Service Provider, who shall raise bill accordingly on a monthly basis.
- xii) Towards its professional fee for the support services rendered to the PEDDA, the Service Provider shall be paid Management and Administrative fee at the approved rate of the Cost to its Organization for rendering the support services.
- xiii) The cost to the Service Provider Organization shall be deemed to be such amount/figure which is worked out by totaling all the expenses, (including those on account of salaries, ESI, PF, GST etc.) of the personnel deployed, incurred by the Service Provider on an actual basis. The service provider shall be under an obligation to provide services to the Client on a continuous basis during the entire official working hours as per requirement and on all official working days of the PEDDA, as decided by the PEDDA. The Service Provider shall be under an obligation to provide staff with requisite qualifications as specified by PEDDA.
- xiv) The Service Provider shall provide bio data along with photograph of each person deployed in the department and shall be liable for any concealment or wrong representation of facts/information in respect of personnel deployed through the agency.
- xv) The Service Provider shall fully responsible for the Character of the staff provided to the Client.
- xvi) ESI code and EPF numbers of all the personnel provided to the department shall be submitted to the department within one month from the date of joining of the employee.
- xvii) Any change in the payment viz-a-viz ESI, PF GST as per the changes in law are recoverable from the PEDDA within the said statutory provision of law.

- xviii) Salary and wages of all the personnel of the Service Provider shall be paid as per the rates/wages notified by DC, Chandigarh, in respect of categories of employees deployed in Chandigarh office and respective Deputy Commissioner approved wages posted throughout the State of Punjab.
- xix) No employee of the Service Provider deployed in the office of Client shall have any right enforceable against the Client in any court of law.
- xx) The placement Agency/Firm shall not sub-let its services, either in part or as a whole, to any placement agency/firm. In case of any such eventuality, the Client reserves the right to cancel the contract without any notice.
- xxi) The Service Provider shall be responsible for any loss or damage caused to or suffered by CLIENT, on account of negligence of the Service Provider or the personnel/employees deployed by it. Loss or damage caused to any property or employees of the CLIENT by any act or omission on the part of the Service Provider or its personnel/employees shall be borne by the Service Provider. In the eventuality of such an occurrence of loss or damage, the PEDDA shall inform about the same to the Service Provider in writing and call upon him to make good the loss.
- xxii) The Service Provider shall keep confidential and secret, any and all official information about the CLIENT, which may come to its knowledge or to the knowledge of its personnel/employees, while discharging obligations under this Contract.
- xxiii) The Service Provider shall indemnify the CLIENT in case any kind of claim for money, employment or other subject matter is brought up against the CLIENT, by any personnel/employee of the Service Provider.
- xxiv) The CLIENT or any of its employees shall not be responsible in any manner, in the eventuality or death, injury, loss or damage being suffered by or caused to any of the personnel/employee deployed by the Service Provider to discharge its obligations under this Contract.
- xxv) In case of any dispute arising out of or in relation to any matter related with this Contract, the same shall be referred to arbitration by a Sole Arbitrator to be nominated by the Chief Executive PEDDA. The Arbitrator shall conduct the arbitration

proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The language of the proceeding shall be English and the venue shall be Chandigarh. The Award of the Sole Arbitrator shall be final and binding on the CLIENT and the Service Provider.

- xxvi) This Contract shall be governed by the Laws of India. Any legal issue shall be subject to jurisdiction at Chandigarh.
- xxvii) In the event of any provision of this contract being held as invalid or unenforceable under the applicable laws, the remaining provisions of this contract shall remain in full force and effect.
- xxviii) In case the documents submitted by any tenderer, are found to be false or forged, at any stage, then the, PEDDA reserves the right to forfeit the entire EMD/Security money of such tenderer. PEDDA also reserves the right to blacklist the firm and initiate criminal proceedings against such firm.
- xxix) In case the Service Provider fails to provide required man power within prescribed time period, PEDDA will levy penalty at double the rate of the payment of the prevalent rates of manpower demanded and shall deduct the same from his next bill payment, without any further notice.
- xxx) In case any of the staff member of the Service Provider is found indulged in acts of theft or causing loss or damage to the property of the second party alone or in connivance with others in the aforesaid acts, PEDDA shall be empowered to impose a penalty extending upto 2.5 times the cost of the material / damage upon the Service providers and shall deduct the same from the next bill payment without any further notice.
- xxxi) The performance of the employees provided by Service Provider on the allotted job shall be reviewed on monthly basis and in case the same is not found to be up to the mark, the Services of that employees shall be liable to be discontinued with one week's notice.

- xxxii) The Service Provider shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed i.e. within the release of wages charges by PEDDA.
- xxxiii) In case of non-compliance with the contract, PEDDA reserves its right by serving notice of 7 days to:
 - a) Cancel/revoke the contract, and /or
 - b) forfeit the performance bank guarantee

SECTION - IV

4. SPECIAL CONDITION OF CONTRACT

SPECIAL CONDITION OF CONTRACT

- i) The CE PEDDA is the Competent Authority to extend the period of in agreement/contract.
- ii) The competent authority of PEDDA may allot the contract in full or part to the next firms out of the panel available with it any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contract to or otherwise it is deemed fit to do so in the public interest no order to ensure the effective availability of these services.
- iii) The successful bidder shall be required to execute an Agreement Deed on stamp papers of appropriate value. The cost of stamp paper will be borne by Successful bidder.
- iv) The competent Authority of PEDDA or its authorized representative 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 of 7 days .
- v) A penalty @ 1% of the monthly value of contract shall be imposed for long-commencement of work within the stipulated period after the issue of allotment letter for every fortnight or part thereof for the delay in the commencement of the contract, in case the authority competent to do so finds that the grounds given by the Service provider are reasonable and satisfactory.
- vi) The decision of the Director, PEDDA, Chandigarh with regard to the determining of quality of work/ services done by the Service provider shall be final and acceptable to the Service provider. The Service provider shall, therefore rectify the defect so pointed out without any extra payment. The Director, PEDDA, Chandigarh reserves the right to get the work/ services so rejected done/ replaced at his own level at the risk and cost of the Service provider after giving him a notice in writing and the expenditure incurred on this count shall be recovered from the bills of the Service provider or any other outstanding dues or by enforcement/encashment of any or all parts of the security/bank guarantee, as he may think proper.

- vii) The successful Service provider 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.
- viii) The successful bidder will take-over all the existing staff deputed by previous Outsourced Agency(s)/Service Provider in the office of PEDDA within one month from award of contract after verification/inspection of their records.
- ix) The Service provider 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 Director, PEDDA, Chandigarh or any such officer so authorized to do so by the Director, PEDDA, Chandigarh in this respect from, time to time. Any dereliction from such obligation shall be considered a breach of the terms of this contract.
- x) The Service provider 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 Service provider at his own level will ensure the verification of the antecedents of the person to be provided, from the appropriate authority.
- xi) The persons so deployed shall be under the overall control and supervision of the Service provider and the Service provider shall be liable for payment of their wages as per stipulated rates and all other dues within the stipulated time which the Service provider is liable to pay the various Labour Regulations and other statutory provisions. The Director, PEDDA Chandigarh shall be absolved from any such liability in this regard.
- xii) Service provider shall Endeavour to ensure that only such persons are deployed who are willing to work continuously for a reasonable length of time.
- xiii) The Service provider shall pay monthly wages to all his employees deployed to PEDDA under this agreement plus statutory charges (EPF/ESI/EDLI) at respective DC rate Chandigarh/Punjab . The Service provider shall provide full information in respect of the wages etc. paid by him to his employees so deployed inconformity 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.

xiv) The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various Acts, EPF, ESI, Gratuity etc. with regard to the manpower engaged and shall be responsible for making payments to the Concerned Authorities. The cost of such statutory payments shall be reimbursed by the Authority to the Service Provider Company.

In case the Management decides to implement the purchase of Group Insurance Policy for those support services who are not covered under ESIC etc., the same will also be reimbursed.

xv) Service/Administrative Charges - The Government of Punjab in Department Finance has fixed the maximum limit of Administrative and Management Charges as 2.5% for the supply of manpower. The bids received with the quote of more than 2.5 % Administrative and Management Charges or "NIL/ZERO" will not be accepted and will be rejected straightway.

xvi) The bidder shall quote the Management Fee for providing manpower services under the Scope of Services for the project as percentage (%) of Monthly Gross Payment inclusive of only salary and all other applicable Statutory Payments such as ESI (Employer Contribution only), EPF (Employer Contribution only) on salary. The GST shall also be paid as applicable over the Monthly Gross Payment. The Monthly Gross Payment shall be paid after deducting Income Tax (and any other applicable taxes). Statutory Payments, i.e. ESI (Employer Contribution only), EPF (Employer contribution only) and GST shall be reimbursed as per actuals and on Production of Proof of having deposited the amount with respective authority/ department. All other applicable taxes and statutory obligation(s) shall be payable by the Agency.

The above clause is applicable at all places in the document.

xvii) Negative Bids - The Negative bids will not be accepted and will be rejected straightway.

xviii) The Service provider 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 go open such EPF/ESI/EDLI account of all the employees deployed by him. In case of failure on the part of Service provider to deposit EPF/ESI/EDLI with the concerned authorities within the stipulated period, the Service provider shall be liable to pay penalty so imposed by such authority.

- xix) The Service provider will pay EPF/ESI/EDLI to all his employees as per statutory provisions prevailing from time to time, which will be reimbursed to him. However, no reimbursement of any penalties shall be made.
- xx) The Successful bidder will issue the hanging Identity Cards with affixing of their photograph to all the persons deployed by him in PEDDA office. He further instructs to all the persons to wear the identity card issued to them during the office hours.
- xxi) The Successful bidder will arrange the disbursements of wages to the staff so deployed for duty through electronic payment, the payment can be made in cash only in the cases of urgency, if any, with the prior approval of the Director, PEDDA, Chandigarh. 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.
- xxii) The Service provider 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 Service provider 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.
- xxiii) The payment on account to GST will be reimbursed to him by the Director, PEDDA Chandigarh. However, no. penalty on account of delay in deposit/payment of statutory charges service tax will be made.
- xxiv) The Service provider 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 Service provider to ensure that the Service provider 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.
- xxv) Any obligation or formalities which are required to be fulfilled under the Service provider 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 Service provider at his own expenses etc. The Service provider shall be solely liable for violation of any provisions of the said Act or any other Act.

- xxvi) The Service provider 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.
- xxvii) In case any of the persons so deployed by the Service provider does not come up to the mark or performs his duties unsatisfactorily or indulges in any unlawful acts or disorderly conduct or indiscipline, the Service provider shall take suitable action against such employee on the direction of the Director, PEDDA, Chandigarh or any other officer so authorized by him in this regard.
- xxviii) In case of any complaint/ defect pointed out by the Director, PEDDA, Chandigarh or his authorized representative, the Service provider shall immediately replace the particular person so deployed without delay.
- xxix) The Service provider 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 Service provider commits a breach of the law or fails to furnish any information, or submitting or 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.
- xxx) Payment of leave encashment of unutilized leave(s), if any, will be the sole responsibility of the Service provider and the Director, PEDDA, Chandigarh will not be liable on this count.
- xxxi) The Service provider shall keep the Office of the Director, PEDDA, 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 Service provider at various points. He shall be responsible for paying the amount of any loss caused to the department property by the contractual employees.
- xxxii) The Director, PEDDA 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 Service

provider under this contract or out of the security deposits / bank guarantee of the Service provider.

xxxiii) In order to ensure timely payment of wages to the staff, monthly wages bills shall be raised by the Service provider and submitted to the Director, PEDDA, Chandigarh Office on the basis of original attendance-cum-work performance report by not later than 3rd of each month. The Service provider shall be paid the monthly wage bill (including statutory charges) and the monthly Administrative and Management Charges within five working day after receipt of the attendance report cum payment invoice to him by the Director, PEDDA, Chandigarh. Service provider after receiving payment from Client will release the salaries to outsourced resources within 2 working days.

xxxiv) In case of deficiency in services by the Service provider or staff so deployed or in the case of disobedience by the staff so deployed on duty, the Director, PEDDA, Chandigarh or any other officer authorized by him shall be at liberty to impose penalty as many 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 Director, PEDDA, Chandigarh shall be final and binding on the Service provider.

xxxv) **TERMINATION OF CONTRACT.** The contract may be terminated by giving one month's notice by the Director, PEDDA, Chandigarh authority 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 Service provider.

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 Service provider to any third person or sub-letting the whole or a part of the contract to any third person.

OR

e) On Service provider being declared insolvent by the competent Court of Law.

OR

- f) If the Service provider 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 Service providers shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of Service provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever".

- xxxvi) In the event of exigencies arising due to the death, infirmity, insolvency of the Service provider 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 Director, PEDDA, 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.

Otherwisethe Director, PEDDA, 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.

- xxxvii) 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.

- xxxviii) 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.

- xxxix) That the personnel deployed by the Agency shall be removed immediately if the Director, PEDDA, 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 two 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 Director, PEDDA.

- xxxx) Contract will only be commercial agreement, not for joining any employment with PEDDA
- xxxxi) 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.
- xxxxii) 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.
- xxxxiii) The Agency shall be responsible for all injury and accidents to persons employed by them while on duty.
- xxxxiv) No party shall be allowed to be represented by the lawyer during any investigation, enquiry dispute or appeal.
- xxxxv) The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.
- xxxxvi) The Service provider will ensure that to fill vacant post, Service provider will send the details of three candidates along with all required documents to the Director, PEDDA and after the approval and verification of documents the department will select the candidate to be appointed.
- xxxxvii) 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. The award of such Arbitration shall be final and binding on the parties thereto.
- xxxxviii) 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.

Annexure-1

BIDDER'S GENERAL INFORMATION

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

S. No.	Particulars	Details to be filled by bidder
1.	Name of Firm/Agency/Service provider	
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.	Email	
9.	Mobile No	
10.	Name & Address of Branch, if any	
11.	Type of Organization (whether private limited/LLP/ partnership) as per attached proof)	
12.	Name of Proprietor/ Partners/Designated Partners/Directors of the Organization/Firm	
13.	Local/Registered office at Chandigarh/Panchkula / Distt: SAS Nagar	
14.	Average Annual Turnover of last three financial years	

(SIGNATURE OF BIDDER WITH
SEAL)

Annexure-2

BIDDER'S ELIGIBILITY CRITERIA

Sr. No.	Description	Confirmation (Yes/No)	Proof Attached at Page No.
1.	As per the Companies Act, 1956 or as a partnership firm registered under Partnership Act 1932 or as an LLP., the bidder must have rendered continuous services for at least 3 years to be eligible.		
2.	The Agency/Service provider should not have been blacklisted by any Govt., Semi/Govt. Deptt., or any other organization an affidavit in original in Annexure-5 (On non-judicial stamp paper duly notarized) to this effect shall be given by the firm.		
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)		
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 15 lacs		
6.	Detail of Deployed manpower 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/Service provider must have sound financial stability with an average annual turnover as per DNIT		
10.	Solvency certificate worth Rs. One Crore only issued by any of the commercial/Nationalized Bank.		
12.	Company to have running HRMS (Human Resource Management System) Software for employee for past 1 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 Director, Punjab Energy
Development Agency

Solar Passive Complex,
Plot.No: 1&2,Sector-33D, Chandigarh,

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

SPECIMEN FORM FOR PERFORMANCE BANK GUARANTEE

To

Name of Employer

WHEREAS (Name and Address of Service provider).....
..... (Hereinafter called 'the Service provider') has undertaken, In Pursuance of contract/work order 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 Service provider 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 Service provider, 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 Service provider 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 unit 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 Service provider, with the prior approval of Director, PEDDA Chandigarh.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of the Bank

Address

Annexure-5

AFFIDAVIT

(To be furnished by the bidder along with bid on stamp paper of Rs. 5/-)

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 been blacklisted/No FIR lodged//debarred or any case by any Government department/Agencies/undertakings nor any such action is in process against the firm. That presently no kind of litigation is pending against the firm/proprietor/partners/directions and also no kind of dispute or difference between the O/o The Director, PEDDA and Bidder relating to any matter is pending.

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-6

NATUREANDSCOPEOFSERVICES
TOBERENDEREDBYTHESERVICEPROVIDER
INPURSUANCEOFTHECONTRACT

1. Engineering related works
2. Clerical work including record keeping, file maintenance, correspondence/Accounts etc., Computer work.
3. Clerical work including stenography and typing computer work.
4. Support services including security duties.
5. Support services including HMV/LMV/Car Drivers.