Amended

CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH
E-TENDER DOCUMENT

FOR

"OUTSOURCING OF CONDUCTORS AND DRIVERS ON APPROVED DC RATES" FOR RUNNING OF JnNURM BUSES UNDER OPERATION OF CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH

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ANNEXURE-"A"

CHANDIGARH TRANSPORT UNDERTAKING: CHANDIGARH

E-TENDER NOTICE

The e-tenders are, hereby, invited through e-tendering process from the Service Provider firms for providing of services of 230 Drivers & 230 Conductors to run the buses under JnNURM scheme under CTU operation, on approved DC rates as may be notified by the Administration involving the estimated amount of Rs. 7,55,00,000/- per annum, to the Chandigarh Transport Undertaking, U.T., Chandigarh.

i.	Downloading of E-tender document	Start date: 20.10.2014 at 10.00 AM End Date : 12.11.2014 at 01.00 PM
ii.	Pre-Bid meeting if any	Start date : 28.10.2014 at 10.00 AM End Date : 28.10.2014 at 01.00 PM Venue: Office room of Divisional Manager, CTU & Director Transport U.T., Chandigarh
iii.	Physical submission of EMD amounting to Rs.25,00,000/-.	Start date : 20.10.2014 at 10.00 AM End Date : 12.11.2014 at 01.00 PM
iv.	Date of submission of e-tender	Start date :12.11.2014 at 10.00 AM End Date :12.11.2014 at 01.00 PM
v.	Opening of Technical Bid (online)	14.11.2014 at 03.00 PM
vi.	Opening of Price Bid of only of eligible technically qualified bidder determined by Purchase Committee.	To be intimated after evaluation of Technical Bid

1. The contract shall be awarded initially for a period of one year, which will further extendable annually upto a maximum period of 3 years (including the initial period of one year), on the same rates, terms and conditions subject to satisfactory performance of services and statutory compliance of all the terms and conditions of the Service Agreement which is further subject to approval of competent authority. The contract shall stand automatically cancelled, if the competent authority declines to grant approval.

2. Each tenderer must submit in sealed envelope the Earnest Money Deposit (EMD) for a sum as mentioned above, drawn in the name of the Divisional Manager CTU & Director Transport, Union Territory, Chandigarh in the form of Fixed Deposit Receipt or Account Payee Demand Draft or Bankers Cheque from any of the commercial banks in an acceptable form, payable at Chandigarh, which should be valid for a period of one year. EMD must be submitted in physical form in the office of the Divisional Manager CTU & Director Transport, Plot No. 701, Industrial Area, Phase-I,

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Union Territory, Chandigarh on or before 12.11.2014 by 01:00 P.M. failing which tender shall not be entertained and rejected out rightly.

3. Any conditional, telegraphic/fax tenders, tenders without Earnest Money and not on the prescribed form or any deviation from the terms and conditions of the Tender Notice shall not be entertained and rejected out rightly.

4. In the event of the date of receipt or opening of tender being or being declared a holiday, the last date of receipt/opening of the tender shall be the next working day at the same time.

5. The Competent Authority reserves all rights to reject any or all the tenders without assigning any reason.

6. Bid Document can be downloaded from the Website of Chandigarh Administration **http://e-tenders.chd.nic.in.** However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from Chandigarh Transport Undertaking website **http://chdctu.gov.in**.

7. All other terms and conditions, instructions to bidder regarding e-tendering process etc., may kindly be seen from the Detailed Notice Inviting Tender (NIT) available/downloadable on the above noted website.

8. The Tenderer can approach the Computer Programmer-cum-Nodal Officer, (e-tendering), Chandigarh Transport Undertaking on any working day in case of any query/clarification regarding e-tendering process (0172-2679002-03).

9. Date of opening of Price Bid will be intimated to all the qualified bidders separately.

Divisional Manager CTU &
Director Transport
Union Territory,
Chandigarh

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CHANDIGARH TRANSPORT UNDERTAKING: CHANDIGARH

NAME OF SERVICE JOB/SERVICE: "PROVIDING SERVICES OF CONDUCTORS & DRIVERS FOR THE JNNURM CITY BUSES UNDER THE OPERATION OF CHANDIGARH TRANSPORT UNDERTAKING ON APPROVED D.C. RATES NOTIFIED BY THE DEPUTY COMMISSIONER, U.T., CHANDIGARH.

TECHNICAL BID

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure that Technical Bid and Price Bid(in BOQ form) should be uploaded in the website in Electronic Format Digital Signature and should also place/submit the Bid Guarantee [Earnest Money Deposit (EMD) super-scribing, name of the services, last date and time of its receipt. No Tender will be accepted in physical form and if submitted in physical form, it shall be rejected outrightly.
3. The Earnest Money Deposit is acceptable in the form of Fixed Deposit Receipt or Account Payee Demand Draft or Bankers Cheque, from any of the commercial banks in an acceptable form, which should be valid for one year drawn in the name of the Divisional Manager, CTU & Director Transport, U.T., Chandigarh payable at Chandigarh. Earnest Money in any other form is not acceptable and the tender shall be treated as invalid. The details of EMD specified in the Tender documents should be the same as submitted on time (Scanned Copies) otherwise the Tender will be rejected.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Name of the firm/organization & Address and Telephone/Mob.No./Fax. No./e-mail account.	_____
2.	Whether the cost of tender documents Rs 5000/--deposited in cash or bank draft?	a) Receipt no_____, date _____. b) Bank draft No_____, date_____. c) (Attach in original)

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3.	Whether the Bid guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Account Payee Demand Draft or Bankers Cheque from any of the commercial banks in an acceptable form, which is valid for one year, drawn in the name of Divisional Manager, CTU & Director Transport, U.T., Chandigarh, for an amount of **Rs. 25,00,000/-** has been attached?	Yes / No
4.	Whether the tender documents and financial bid in electronic mode (BQS) submitted?	Yes / No
5.	Whether an Affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate regarding non-black listing/non-prosecution of firm has been attached?	Yes / No
6.	Whether each page of the tender documents at Annexures "A to H" and other enclosures as well as cutting(s) / overwriting(s) have been signed / initialed by the tenderer and also the forwarding letter has been attached by authorised signatory?	Yes / No
7	Whether latest current valid Income Tax Clearance Certificate / PAN / TAN No. issued by the Competent Authority has been attached?	Yes / No
8.	Whether the self attested copy of Service Tax No. issued by the Competent Authority has been attached?	Yes / No
9.	Whether an self attested copy of all registration(s)/permission (s)/ licence (s) etc. such as valid Labour Licence/EPF, ESI & EDLI Licence/Code Number, which are required under any Labour Law and other Legislation for providing the services under the Service Agreement, have been attached?	Yes / No

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10.	Whether an experience certificate for 03 years in the supply of manpower in the Institution(s)/ Organization(s) where the firm has executed service job/service for the supply of manpower during the last three years on the last date of submission of Tender alongwith the list of such Institution(s)/Organization(s) and also certificate of its satisfactory performance, has been attached?	Yes / No
11.	Whether a copy of incorporation of company or registration of firm obtained from the respective authorities attached or not?	Yes / No
12.	Whether copies of three years Balance Sheet of the firm duly verified by Chartered Accountant have been attached?	Yes/ No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer with Seal _____

Address _____

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CHANDIGARH TRANSPORT UNDERTAKING: CHANDIGARH

TENDER DOCUMENTS-SERVICES/ACTIVITIES-FOR PROVIDING THE SERVICES OF CONDUCTORS AND DRIVERS

Tender Document Sr. No._____ Receipt No._____, Dated_____

TENDER FOR AWARD OF CONTRACT FOR PROVIDING SERVICES OF CONDUCTORS AND DRIVERS THROUGH OUTSOURCE IN CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH

INSTRUCTIONS/GUIDELINES OF TENDER

1. A copy of Tender Notice is at Annexure 'A'.

2. The terms and conditions as laid down in the service agreement for the award of contract for outsourcing of services/activities are at Annexure 'B'.

3. The scope of work/activities are at Annexure 'C.C-1 & C-2

4. A copy of the terms of payment is at Annexure 'D'.

5. Technical Bid Proforma for evaluation of technical performance of the Tender is at Annexure 'E'.

6. Price Bid Proforma is at Annexure 'F'.

7. A copy of undertaking regarding compliance of statutory obligations is at Annexure 'G'.

8. An affidavit regarding Non-Black Listing/Non Prosecution is at Annexure 'H.

9. The service Provider being the employer in relation to persons engaged/employed by him to provide the service under the Service Agreement shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, which in any case shall not be less than the Minimum Wages as fixed or enhanced by the Deputy Commissioner from time to time, and rules framed there under from time to time by the Chandigarh Administration. The service provider shall also make the payment of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity maternity etc. to his/her employees. **CTU will not pay any other liability except Wages EPF, ESI, EDLI contributions and Service Tax on the rates as applicable from time to time by the concerned Authorities. If any other liability occurs, the same will be borne by the Service Provider from his administrative charges. The CTU will prepare a separate cheque in favour of the concerned Statutory Authorities on account of dues after deduction from the wages bill of the service provider both employer and employees contribution towards EPF, EDLI and ESI etc. and handover it to the service provider for being deposited with concerned departments, being starting amount towards EPF, ESI, EDLI, Service Tax etc.** However a spare/attested copy of bank scroll/bank challan in support of having deposited the statutory dues shall invariably be submitted to the concerned Branch of Chandigarh Transport Undertaking within 10 days from the disbursement of wages so that the wages bill of next month will be accepted for payment. The Service Provider will make the record of such dues ready at his own level. **Presently, Service Tax @ 25% is liable to pay by the contractor being the person who provides the service for further deposit with the authorities concerned and @ 75% is liable to pay by the Chandigarh Transport Undertaking being the person who receives the service for the taxable service as per Govt. of India, Ministry of Finance, Notification No.30/2012-Service Tax dated 20.06.2012.**

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10. This tender document alongwith Annexures 'A to H' and forwarding letter should be submitted online. The Earnest Money Deposit (EMD), shall be submitted in the physical form on or before the date mentioned in the DNIT. The Technical Bid and Price Bid etc. will be submitted online. Each page of the tender document and Annexures 'A to H' should be signed in full by the tender(s) or his authorized signatories and should bear the rubber stamp/seal of the firm affixed on each page. any cutting(s)/overwriting(s) etc., should also be initialed. In case of any infringement of these conditions, the tender shall be rejected.

11. The tenderer should submit his tender in three parts i.e.

(i) Bid Guarantee (Earnest Money) in physical form in the office of the Divisional Manager CTU & Director Transport, UT, Chandigarh Plot No.701, Industrial Area Phase-I, Chandigarh on or before 12.11.2014 by 01:00 PM.

(ii) Technical Bid online and

(iii) Price Bid online.

(a) The above documents at (ii) & (iii) should be submitted online through e-tender portal (**www.chdctu.gov.in**) including scanned copy of the EMD.

(b) The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative charges in percentage in the Price Bid, provided he fulfills all other terms and conditions of the tender document. **However, 0% value of Administrative Charges shall be straightway rejected. The administrative charges shall not include any statutory requirements and facilities to be provided by the contractor to his employees such as uniform, bonus pension etc.**

12. The tenderer should keep his/her offer valid for acceptance for a period of one year from the date of opening the price bid. In case, the tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.

13. The tender must be accompanied with Earnest Money Deposit (EMD) amounting to Rs.25.00 lakh drawn in the name of the Divisional Manager CTU & Director Transport, UT, Chandigarh in the form of Fixed Deposit Receipt/Account Payee Demand Draft/Banker's cheque from any of the commercial banks in an acceptable form, payable at Chandigarh, which should be valid for a period of one year and must be reached in the office of Divisional Manager CTU & Director Transport, UT, Chandigarh on or before 12.11.2014 by 1:00 PM failing which tender shall not be entertained and rejected out rightly.

14. The tender without Earnest Money or short of it or not in the manner and form specified above i.e. Fixed Deposit Receipt/Account Payee Demand Draft/Banker's Cheque shall not be entertained and rejected straightway.

15. Earnest Money/Security Deposit and /or any other sum of the tenderer(s) lying with the Divisional Manager CTU & Director Transport, UT, Chandigarh in connection with any other tender/case shall not be considered against this tender.

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16. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, tender not on the prescribed form or any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.

17. This tender form is not transferable.

18. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.

19. The tenderer shall quote his/her offer/rates i.e. Administrative Charges in percentage both in figures and words, which shall remain valid for the whole period of contract for 01 (One) year which will be extendable for further two years (total three years of contract including initial one year) on the same rates terms and conditions accepted by the tenderer subject to satisfactory performance of the services and statutory compliance of all terms & conditions of the Service agreement and the wages fixed or enhanced from time to time as per DC rates for each category of the posts mentioned in the Annexure of scope of work, by taking into consideration all his/her statutory obligations as well as his/her sole responsibilities as an employer/service provider of the persons to be engaged/employed by him/her for the execution of this Service Agreement and no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed. The Tender shall therefore have:-

    (a) To pay the wages/salaries as per the DC rates & other statutory contribution under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity act, 1972, Maternity leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under etc.,

    (b) To comply with the provisions of the Income Tax Act, 1961, Service Tax etc., as amended from time to time as applicable to such business.

    (c) To bear any other expenses to be incurred in compliance with the provisions of the Service Agreement such as to provide uniform, identity cards, name plates etc., to the employees engaged for the purpose.

    (d) To bear any other liabilities, which are required to be discharged by him/her for the full execution of Service Agreement.

20. The tenderer may inspect the areas/location, where the services are to be provided for assessing the work involved on any working day during office hours.

21. The last date and time for uploading of tender is 12.11.2014 by 01:00 PM. The tenderer himself/herself will be responsible to ensure that his/her tender is received on or before the said stipulated last date and time online through e-tender and Bid Guarantee/EMD in a sealed cover. Any tender, which is submitted / received after the last date and time shall not be considered under any circumstances. The Chandigarh Transport Undertaking shall not be responsible for any delay or any other cause that may lead to delay in the uploading of the tender and receipt of EMD at the above said designated address, beyond the last date and time.

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22. The tender (Technical Bid) shall be opened online on 14.11.2014 at 3:00 PM by the committee constituted for the purpose in the Chandigarh Transport Undertaking, Chandigarh. In the event of the date of receipt or opening of tender being or being declared a holiday for the Chandigarh Transport Undertaking, Chandigarh the last date of receipt/opening of the tender shall be the next working day at the same time and venue.

23. The tender(s) shall be at liberty to be present, in person or 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, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.

24. Only Registered firms are eligible to furnish tender and the tenderer should submit online an attested copy of the Partnership deed/constitution duly registered with the Competent Registrar/Competent Authority.

25. Subletting of contract is not allowed under any circumstances.

26. The tenderer must furnish the latest valid Income Tax Clearance Certificate/PAN/TAN No., Service Tax Number issued by the competent authority alongwith Technical Bid online.

27. The tenderer should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules, 1971 framed there under and should furnish a self attested copy of the valid Labour Licence issued by the Chandigarh Administration along with self attested photocopies of paid challans in support of having the deposited contribution of EPF/ESIC/EDLI/Service Tax with the concerned local authorities along with the Technical Bid online.

28. The tenderer should have an experience of 03 years in the supply of manpower in the Institution(s) / Organization(s) where the firm has executed service job/service for the supply of manpower during the last three years.

29. In case of breach of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited fully by the Division Manager CTU & Director Transport, UT, Chandigarh

30. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority(before the finalization of tenders) shall render the tender liable for rejection.

31. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions of the tender.

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ANNEXURE "B"

CHANDIGARH TRANSPORT UNDERTAKING : CHANDIGARH

SERVICE AGREEMENT

CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH

SERVICE AGREEMENT

THIS AGREEMENT is made on this…….day of ……..2014
between

the Administrator of Union Territory, Chandigarh acting through Divisional Manager, CTU & Director Transport, U.T., Chandigarh (hereinafter shall be referred to as the "CTU"), be deemed to include its successors in office and assignees) of the first part

and

M/s……..a Company registered under the Companies Act, 1956/a Partnership Firm constituted……, having its place of business or registered office at …….. (hereinafter shall be referred to as "Service Provider") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be, on the second part;

WHEREAS the Service Provider is engaged in the business of **Providing of Manpower Services.**

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services of 230 Conductors & 230 Drivers subject to change in number of staff by upto 15% to the Chandigarh Transport Undertaking under this Agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the Chandigarh Transport Undertaking, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER: -

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES:

The Service Provider hereby represents, warrants and confirms that the Service Provider:-

1.1 Has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further action (including but without limiting to the obtaining of

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necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this Agreement.

1.2 Has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the Chandigarh Transport Undertaking.

1.3 Shall on the execution of this agreement and providing services to the department not violate, breach and contravene any conditions of any agreement entered with any third party(ies).

1.4 Has complied with and obtained necessary permissions/licences/ authorizations under the Central, State and local authorities and obtained all required permissions/licences for carrying out its obligations under this Agreement.

2. <u>OBLIGATIONS OF THE SERVICE PROVIDER:</u>

a) The Service Provider shall provide services of Conductors & Drivers for the JNNURM city buses under the operation of Chandigarh Transport Undertaking as per its requirements elaborated in the **Scope of Work** at Annexure ‘C to C2’.

b) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Chandigarh Transport Undertaking from time to time.

c) If the Chandigarh Transport Undertaking notices that the personnel of the Service Provider has/have been found negligent, careless in rendering the said service, the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately to avoid recurrence of such incident(s) and report to the Chandigarh Transport Undertaking.

d) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider will be held responsible for making the loss good besides taking the action against the erring personnel in accordance with law and intimate accordingly to the Chandigarh Transport Undertaking.

e) In case of major/serious fraud, negligence or malpractices department may even decide to lodge FIR against concerned personnel.

f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement.

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g) Service Provider will, be authorized to deduct the penalties from his personnel in case of minor offences which CTU finally decides to impose on the personnel/Service Provider, as the case may be.

h) Service Provider will give in writing to CTU that in case of such penalties, Service Provider will not exploit its Personnel in any way.

i) Service Provider will not charge any money from its workers/personnel to be deployed in CTU whether before/at the time of employment or later under any circumstances.

j) All the personnel of the Service Provider shall be deputed for a specific term and any of the personnel shall have no claim or right for regularization of job/service in the CTU in any case and they shall have also no claim or right to get their wages equal to the regular personnel of the CTU.

3. ASSIGNMENT OF AGREEMENT:

This Agreement is executed on the basis of the current management structure of the Service Provider. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith.

4. TERMS:

(a) This Agreement shall be effective initially for a period of 01 (one) year with effect from…….to……, which is further extendable annually upto a maximum period of 3 (three) years (including the initial one year) on the same rates or on the revision of DC rates from time to time and further terms and conditions accepted by the Service Provider subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement. This will however be further subject to the approval of the Competent Authority. The contract shall stand automatically cancelled if the Competent Authority declines to grant such approval.

(b) The offer/rates is administrative charges in %age shall remain valid for the whole period of contract for three years on the basis of wages fixed for each category of posts mentioned in the Annexure of scope of work and no enhancement in the administrative charges in percentage under any circumstances shall be allowed CTU will not pay any other liability except Wages, EPF, ESI, EDLI contribution and Service Tax on the rates as applicable from time to time by the Concerned Authority. If any other liability occurs, the same shall be borne by the Service Provider from his Administrative charges.

5. SECURITY DEPOSIT:

The Service Provider shall be required to deposit Performa Security equal to 5% of the total annual value calculated on wages quoted for **230 Drivers** + **230 Conductors** (i.e. 5% of the wages quoted X numbers of person X 12 months) of the agreement period in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the Commercial Banks drawn in the name of the Divisional Manager, CTU & Director Transport, U.T., Chandigarh, payable at Chandigarh, which shall remain valid for 3 years & 60 days beyond contract period i.e. covering the total period of job/service including 2 years upto which this Service Job/service may be extended.

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6. BANK GUARANTEE:

(Waived off)

7. FORFEITURE OF SECURITY DEPOSIT:

The Chandigarh Transport Undertaking shall have absolute rights and powers for forfeiture of said Security Deposit, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this count shall be entertained.

8. BLACK-LISTING OF THE FIRM:

CTU shall have the authority to black-list the firm for a period upto 5 years in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the DNIT or MOU or any agreement or job/service as the case may be. The Divisional Manager, CTU & Director Transport, U.T., Chandigarh may resort to black-listing for a period exceeding five years or in perpetuity, if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:

i) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
ii) Misappropriation of government moneys.
iii) Advancing a claim on the basis of forged document.
iv) Material concealment/suppression of facts or gross misrepresentation of facts.
v) Conviction for an offence involving corruption or any other serious act or conduct etc.
vi) Any other case or situation involving National Security.

9. COMMENCEMENT OF SERVICES/ACTIVITIES:

The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of assigning the job/service. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of service, shall be imposed from the date of assignment of job/service for non-commencement of the Services/Activities subject to the condition that in no case, it shall exceed 10% of the total annual value of the job/service. In case, the Service Provider fails to commence the services/Activities within 30 days from the date of assignment, it will be presumed that he is no more interested in taking over this Service and the assignment of service/job shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

10. RECRUITMENT/REMOVAL OF PERSONNEL BY THE SERVICE PROVIDER:

Recruitment/selection/removal of Conductors & Drivers for **"JNNURM City Buses under the Operation of CTU"** (i.e. number of persons to be deployed as per their eligibility conditions) mentioned in the Scope of Work at **Annexure-'C to C2'** to be deployed at Chandigarh Transport Undertaking during the currency period of this Agreement shall be made on the recommendations of the Committee(s) to be constituted for the

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purpose by the Chandigarh Transport Undertaking and for this purpose the service provider will be required to sponsor minimum 500 Drivers and 500 Conductors . It is made clear that the ultimate responsibility for the genuineness of all the documents such as verification of educational certificates and valid driving licenses of drivers etc. is the responsibility of service provider. Further, the Service Provider shall issue appointment letters which shall contain the terms and conditions of job/service with regard to their specific terms of service and also non claim & right for regularization and equal wages. Further immediately communicate the list of his employees indicating their Name, age, parentage, address (both residential and permanent), terms of appointment etc. in respect of each employee engaged by him on the date of deployment in Chandigarh Transport Undertaking as well as any subsequent changes, if any, of his employees. i) No personnel of Service providers shall complete his service/job beyond the term of one year or as per the agreement. ii) All the record of attendance/muster rolls be kept by the Service Provider. iii) Any of the personnel of the Service Provider shall not participate in any activity of the Unions and specially in strike. If they do so, they will be replaced by the Service Provider immediately by providing personnel from the reserve list. The action against such personnel will be taken by the Service Provider.

11. <u>FORMULATION OF MECHANISM AND DUTY/ASSIGNMENT CHART</u>:

On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and duty assignment chart for circulation in all the areas of their deployment in the Chandigarh Transport Undertaking for the approval of the Officer-in-Charge of the said services. He shall visit the Chandigarh Transport Undertaking in order to interact with General Managers of the CTU Depots/Divisional Manager, CTU & Director Transport U.T., Chandigarh for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Officer-in-charge. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Divisional Manager, CTU & Director Transport U.T. Chandigarh/ General Manager of the Depot concerned/ Duty Inspector/ Officer-in-charge or any other Officer authorized to do so by the Divisional Manager, CTU & Director Transport, U.T., Chandigarh in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.

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12. DETERMINATION OF QUALITY OF SERVICES/ACTIVITIES:

The decision of the Divisional Manager, CTU & Director Transport, U.T., Chandigarh with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. **The Divisional Manager, CTU & Director Transport, U.T., Chandigarh also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing.** The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any or all parts of the Security Deposit / Bank Guarantee, as he may think proper.

13. SUPERVISORY CONTROL:

The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all the reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the Chandigarh Transport Undertaking.

14. SURPRISE CHECK:

The General Managers of the Depots/Divisional Manager CTU & Director Transport U.T., Chandigarh or any other officer(s) so authorized by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.

15. RELATIONSHIP OF PERSONS DEPLOYED BY SERVICE PROVIDER WITH CTU:

The persons so deployed by the Service Provider for the execution of this Agreement shall be his employees for all intents and purposes and **in no case, there shall be any relationship of employer and employees between the said persons and the CTU, either implicitly or explicitly.**

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16. MEDICAL EXAMINATION AND VERIFICATION OF CHARACTER AND ANTECEDENTS:

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and shall report to the CTU accordingly.

17. TERMS OF PAYMENT/SUBMISSION AND VERIFICATION OF BILLS:

Fee and charges for the services to be rendered are as agreed to between the parties.

17.1.a) The Service Provider, being the employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries as per the DC rates along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees.

17.1.b) The successful bidder shall provide the services as mentioned in scope of work. The Service Provider shall open a bank account in the Bank and he shall make their payment of wages to the persons so deployed by him through UID linked Bank accounts of the employees by electronic transaction/transmission. The Service Provider shall furnish salary disbursement report duly authenticated by the Bank to the Office within 5 days from the date of disbursement. He shall be required to submit a copy of challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code No, address of each persons/s so deployed on account of the statutory contributions within 15 days of the disbursement of wages failing which the payment of administrative service charges (profit) of the following month shall be withheld. The payment shall be released to him towards his administrative/service charges (profit) after deductions of Income Tax or any other Govt. dues. The whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and not with the Department. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider. The Service Provider shall ensure that disbursement of wages be made to the workers by the 7th of each month irrespective of the payment made by the department.

The Service Provider shall also have to observe compliance of all the relevant Labour Laws Workmen Compensation Act & Industrial Disputes Act, 1947 as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central or Central Government under any Law, for the category of persons deployed by him.

17. 2). All the payments as per agreement shall be made by the Chandigarh Transport Undertaking after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

17. 3). **Raising of Bills and Payment thereof**

The Service Provider shall have to produce the Register of Wages or the Register of Wages-cum-Muster Rolls of the preceding month along with the bill to be submitted by the 22nd day of every calendar month to the concerned Branch of Chandigarh Transport Undertaking for verification and pre-audit/ drawl of payment from the concerned bank. Since, it is a time consuming process, therefore, the Service Provider shall ensure that payment to his employees is made by him from his own sources by 7th of each month in the presence of authorized representative(s) of the Chandigarh Transport Undertaking without waiting for the payment of his bills from Chandigarh Transport Undertaking.

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17.4). **Format for Raising of Bill**: -

The Service Provider shall submit bill for the services/activities rendered as per details/table given below: -

a) Name of the Services/Activities _____

b) Name & address of the Service Provider _____

c) Award of Service Agreement No. & Date _____

d) Date of commencement of the Services/Activities _____

e) Period of Services Agreement _____

f) Wages as quoted in Service Agreement _____

g) Bill for the month of _____

h) Bill No. _____ Date_____

(i). No of Conductors deployed/Drivers deployed monthly wages Total amount_____

(ii) No of Conductors deployed / Drivers deployed monthly wages Total amount_____

17.5). **Instructions for raising the monthly bill**

The Service Provider shall keep the following instructions in view while submitting the monthly bill(s)The payment shall be made to the Service Provider for the actual wages of persons deployed within the Scope of Work at Annexure 'C to C2' at the rates approved by the Deputy Commissioner for the agreement period, but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by the Divisional Manager, CTU & Director Transport U.T., Chandigarh.

(i) Separate details of wages of Conductors/Drivers during a period of one month would be required to be submitted.

(ii) Attendance Register, Muster Roll along with detail of persons (conductors/Drivers) duly signed by the Service Provider and verified by the authorized officer(s) of Chandigarh Transport Undertaking is also required to be attached with the bill.

(iii) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI /Income Tax/Service Tax etc. to be tallied with the Wage Bill.

(iv) The Service Provider shall certify on the bill that the Monthly Wage bill for the services of Conductors & Drivers deployed by him in Chandigarh Transport Undertaking is complete and no person has been left out and no supplementary bill shall be submitted thereafter.

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(v) No person(s) has/have been engaged on outsource basis in Chandigarh Transport Undertaking without the knowledge of Divisional Manager, CTU & Director Transport, U.T., Chandigarh.

(vi) **The CTU will prepare a separate cheque in favour of the concerned Statutory Authorities on account of dues after deduction from the wages bill of the service provider both employer and employees contribution towards EPF, EDLI and ESI etc. and handover it to the service provider for being deposited with concerned departments.** However a spare/attested copy of bank scroll/bank challan in support of having deposited the amount of EPF, ESI, EDLI, Service Tax etc. with concerned departments shall invariably be submitted to the concerned Branch of Chandigarh Transport Undertaking within 10 days from the disbursement of wages so that the wages bill of next month will be accepted for payment. The Service Provider will make the record of such dues ready at his own level.

17.6. <u>ACCOUNTS AND RECORDS</u>

(i) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Chandigarh Transport Undertaking.

(ii) The Service Provider shall be required to produce all the original record such as Attendance cum-Performance Report, Relievers List, Muster Rolls & Ledger etc. to the Internal Audit Cell working under the control of Assistant Controller (Finance & Accounts) in CTU, Chandigarh for the pre-audit of monthly Bills from time to time.

(iii) The Service Provider shall forthwith upon being required by the CTU, allow any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the CTU to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the CTU. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse to CTU for such discrepancies or overcharge.

(iv) The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Job/service contract, Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him/her and shall alone be responsible to make monthly wages/salaries and other benefit like Bonus, Gratuity etc. to his /her

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employees as prescribed under different Acts and rules framed there under for the category of persons employed by him/her from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that he is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

18. <u>DISCIPLINE AND CONDUCT</u>:

18.1) It is the responsibility of the Service Provider to provide the uniform to its persons as per the pattern i.e. design & colour, as may be approved by DM CTU & DT UT Chandigarh and expenditure on this account shall be borne by the Service Provider himself. The wearing of uniforms by the persons of the Service Provider deployed on duty in the Chandigarh Transport Undertaking shall be compulsory. If any person, while on duty, is found without uniform, suitable penalty for such lapse will be recovered from the monthly bill of the Service Provider. The Divisional Manager, CTU & Director Transport, U.T., Chandigarh, however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.

18.2) The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in Chandigarh Transport Undertaking and may be inspected at any time by the officers so authorized by the Divisional Manager, CTU & Director Transport, U.T., Chandigarh. Chandigarh Transport Undertaking may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.

18.3) In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Director Transport or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.

18.4) The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities within the Scope of Work at **Annexure-'C to C2'** and no extra payment shall be made to the reservist(s).

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18.5) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of Chandigarh Transport Undertaking. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/ deficiencies as pointed out by the authorities from time to time.

18.6) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against Chandigarh Transport Undertaking and under no circumstances Chandigarh Transport Undertaking be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the Chandigarh Transport Undertaking be liable for any claim(s) whatsoever, of any such person(s)

18.7) The Service Provider should ensure that the persons so deployed by him in Chandigarh Transport Undertaking shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Chandigarh Transport Undertaking from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the Director Transport shall be at liberty to impose a penalty upto a suitable amount for each for such lapse after giving him an opportunity of being heard in person. The decision of the Director Transport, U.T., Chandigarh shall be final and binding on the Service Provider. The Chandigarh Transport Undertaking shall have further right to adjust, readjust, or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider both Employer & Employees contributions towards EPF, EDLI & ESI..

19. <u>NATURE OF AGREEMENT:</u>

The parties hereto have considered and agreed to and have a clear understanding on the following aspects.

19.1) This Agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between Chandigarh Transport Undertaking and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Chandigarh Transport Undertaking except to the extent and purpose permitted herein.

19.2) This Agreement is for providing the aforementioned services and is not an agreement for supply of job/service labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of Chandigarh Transport Undertaking. The Service Provider shall be liable to make payment to its employees towards their

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statutory dues like Wages, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity & Pension etc. as applicable from time to time under various laws for smooth execution of the Agreement.

19.3) The Chandigarh Transport Undertaking shall not be liable for any obligations/responsibilities, job/services, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

20. STATUTORY COMPLIANCE AND INDEMNIFICATION:

20.1) The Service Provider shall obtain all Registration(s)/Permission(s)/Licence(s) etc. which are/may be required under any law or other legislation(s) for providing the services under this Agreement.

20.2) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The service provider indemnifies and shall always keep department indemnified against all losses, damages, claims actions taken against department by any authority/Transport Department in this regard.

20.3) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Job/service contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under, as applicable from time to time, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements.

20.4) The Service Provider shall submit an indemnity bond (format at Annexure "H") on the stamp paper of the amount as prescribed under law attested by a Magistrate indemnifying as under:-

a) Against any loss to the property of CTU by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever, by personnel(s) deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his/her own cost. In case CTU is also made a party and is required to contest the case, the entire cost

Cont. P/22….

on this account shall be borne by the Service Provider him/herself and he shall have to incur all the financial or other legal liability of any nature which may be imposed upon CTU in this respect.

b) Against all losses, damages, claims, actions taken against CTU by any authority/office in this regard.

c) Against any claim on account of disability/death of any of its personnel caused while providing the service within/outside the site or other premises of CTU, which may accrue under the Workmen's Compensation Act, 1923, Industrial Dispute Act, 1974 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation or award payable in consequence of any accident or injury sustained by the worker or the personnel of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of CTU shall be as provided herein before.

d) That, if at any time, during the operation of this Agreement or thereafter, CTU is made liable in any manner whatsoever by any order, award, judgment, direction or otherwise of any Court of Law/Authority to pay any amount whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including above mentioned sub-clauses the Service Provider shall immediately pay to CTU all such amount and costs as accrued and in all such cases/events, the decision of CTU shall be final and binding upon the Service Provider. The CTU shall be entitled to deduct any such amount as aforesaid, from the Security Deposit and/or Bank Guarantee and/or from any pending bills of the Service Provider.

e) The service provider is responsible for timely deposit of contributions towards EPF, EDLI & ESI etc., and other statutory obligations.

21. <u>LIABILITIES AND REMEDIES:</u>

21.1 In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Chandigarh Transport Undertaking shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to Chandigarh Transport Undertaking the difference of payments made to such other sources besides damages at double the rates of payment

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made by Chandigarh Transport Undertaking to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service provider to deposit damages charges with the Chandigarh

Transport Undertaking within the stipulated period of 15 days, the same will be recovered by Chandigarh Transport Undertaking from the pending dues, if any, Bank Guarantee etc. of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be black-listed due to non-performance of the Service Agreement faithfully.

21.2 In the event of exigencies arising due to the Death, Infirmity, Insolvency etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Divisional Manager CTU & Director Transport, U.T., Chandigarh may think proper in public interest.

i) Legal heirs in case of sole proprietor,

ii) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.

iii) Otherwise the Divisional Manager, CTU & Director Transport, U.T, Chandigarh shall reserve the right to settle the matter according to the circumstances of the case, as he may deem fit and proper.

22. <u>LOSSES SUFFERED BY SERVICE PROVIDER:</u>

The Service Provider shall not claim from Chandigarh Transport Undertaking any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

23. <u>TERMINATION:</u>

<u>The agreement may be terminated in any of the following contingencies: -</u>

23.1 On the expiry of the period of agreement, without any notice.

23.2 By giving one month notice in case:-

i) the Service Provider consistently provides unsatisfactory services.

ii) the Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.

iii) the Service Provider is declared insolvent by any court of law.

iv) the Service Provider is not interested to complete/continue the Services/Activities.

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v) If Service Provider commits breach of any covenant or any clause of this Agreement, Chandigarh Transport Undertaking may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to Chandigarh Transport Undertaking.

vi) The Chandigarh Transport Undertaking shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.

vii) In the event of termination of this Service agreement, as explained in Para 23.2 (i) to (vi) above, the Chandigarh Transport Undertaking shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall be liable to pay forthwith to Chandigarh Transport Undertaking the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Service Provider does not deposit the damages charges with Chandigarh Transport Undertaking within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition, the amount of Security Deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Agreement.

Provided that during the notice period for termination of agreement, the Service Provider shall continue to provide the services / activities smoothly as before till the expiry of notice period.

24. <u>REMOVAL OF PERSONNEL ON TERMINATION OF SERVICE</u>:

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the agreement on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the Chandigarh Transport Undertaking and he should immediately handover the vacant possession of his Camp Office located in Chandigarh Transport Undertaking to the authorized officer under his proper receipt.

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25. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

25.1 The Service Provider shall furnish to Chandigarh Transport Undertaking all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.

25.2 The Service Provider shall always inform the Chandigarh Transport Undertaking in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service agreement with the Chandigarh Transport Undertaking.

26. SERVICE OF NOTICES:

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address(es) or such other address(es) as may be intimated from time to time in writing.

Complete Address of Department	**Complete address of the Service Provider**
Divisional Manager, CTU &	……
Director Transport, U.T., Chandigarh	……
(Head Office)	……
Plot No. 701, Industrial Area, Phase I,	……
Chandigarh	……

27. CONFIDENTIALITY:

It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of Chandigarh Transport Undertaking and he undertakes that he shall not, without Chandigarh Transport Undertaking's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

28. AMENDMENT/MODIFICATION:

The parties can amend this Service Agreement or any part thereof at any time with mutual consent. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both of the parties hereto.

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29. SEVERABILITY:

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, in that eventuality the enforceable portion shall be severalised and rest of the provisions of the agreement shall be enforced in full force & effect.

30. CAPTIONS:

The various captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

31. WAIVER:

At any time any indulgence or concession granted by Chandigarh Transport Undertaking shall not alter or invalidate this Agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of Chandigarh Transport Undertaking to enforce at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of Chandigarh Transport Undertaking to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

32. DISPUTE RESOLUTION:

This Agreement shall be deemed to have been made/executed at Chandigarh for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator to be appointed by the Secretary Transport, Chandigarh Administration. The award given by the Arbitrator shall be final and binding upon both of the parties. The venue of Arbitrator shall be the U.T. Secretariat, Sector-9, Chandigarh.

33. FORCE MAJEURE:

Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by either of the party, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence

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of such an event which could be attributed to Force Majeure conditions.

34. JURISDICTION:

The courts of Chandigarh alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement.

35 REGISTRATION OF AGREEMENT

This Agreement is to be made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of assignment of job/service, it shall be taken that terms are acceptable to the Service Provider.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HEREUNTO SUBSCRIBE THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES: -

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature _____
   Name _____
   Designation_____
   Designation_____
   Date _____

   Signature _____
   Name _____
   Date _____

2. Signature _____
   Name _____
   Designation_____
   Date _____

   For and on behalf of the
   Administrator Union Territory,
   Chandigarh

SIGNED SEALED AND DELIVERED

WITNESSES

1. Signature _____
   Name _____
   Address_____
   Date _____

   Signature _____
   Name _____
   Address_____
   Date _____

2. Signature _____
   Name _____
   Address_____
   Date _____

   For and on behalf of the
   Service Provider

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ANNEXURE "C"

CHANDIGARH TRANSPORT UNDERTAKING: CHANDIGARH

SCOPE OF WORK

The work involves providing of **230 Conductors** subject to change a no. of staff by 15% for running JNNURM City Buses under the Operation of Chandigarh Transport Undertaking as per qualifications and other requirements and terms and conditions as applicable for each such nature of services/activities on outsource basis. The average duty hours will be 8 hours per day and no overtime allowance will be paid.

The Service Provider(s) is expected to deploy Conductors for running JNNURM City Buses under the operation of Chandigarh Transport Undertaking, as under:-

GENERAL DUTIES & RESPONSIBILITIES OF THE SERVICE PROVIDER:S

The following duties shall be performed by the service provider Service Provider through his staff subject to further instructions of the General Manager/Duty Inspectors of the concerned Depots.

In the case of providing services of Conductors

1. The CTU intends to run 100 buses (AC and NON AC) and the job/service for running these buses through the conductors of the Service Provider is to be awarded. **However, the number of buses may be increased or decreased during the period of contract/agreement and accordingly the number of manpower may be increased or decreased.**
2. The minimum number of conductors required for running these buses would be 230 which number can be increased or decreased.
3. The payment by CTU will be made on monthly basis. The Service Provider will raise invoice in triplicate for the total no. of conductors of the Service Provider deployed/worked in the preceding month
4. The Service provider will work 26 days in a month. The minimum working hours will be 8 hours for each employee or 48 hours in a week. CTU can direct break in duty hours of Conductor at any time during operation period.
5. The Service Provider shall not employ any person who does not possess the prescribed qualification and does not fulfill eligibility criteria as laid down by the CTU in this Annexure. The Service Provider will have to submit the fitness certificate of medical of each of the conductor to be provided at his own level.
6. The Service Provider shall supply the list of minimum **500 conductors** for those he wishes to employ as Conductors and the CTU shall check the eligibility of the persons concerned and take final decision regarding eligibility/suitability.

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7. The CTU shall have right to screen the personnel employed by the Service Provider and reserves right to permit/disallow any person employed by the Service Provider for the operation of bus of CTU.

8. The Service Provider shall always keep an adequate reserve of manpower with him to meet any exigency so that operational work of CTU does not suffer. In case a conductor does not perform duty for 26 days in a month the recovery for the days he remains absent, will be recovered from the wages bill of the respective month. However, if he cannot perform the duty on any day due to reasons like breakdown, detention, non-availability of bus etc. i.e. without any fault of the conductor then payment for the day shall be paid to him. **In case any conductor does not deposit cash in the office, the loss which would be equal to the amount of tickets issued to him along with suitable penalty not less than Rs. 1000/- imposed upon the service provider for each lapse and the same will be deducted from the monthly bill to be paid to the service provider.**

9. The Service Provider will solely be responsible for all matters regarding the personnel employed by him and the employee will have no claim/right whatsoever against the CTU. The Service Provider shall be solely responsible for all the liabilities and claims of his employees which may accrue in terms of any legal provision applicable to them.

10. The Service Provider shall ensure that persons provided by him for operation of buses of the CTU observe strict discipline and wear proper uniform as prescribed by the CTU.

11. The CTU shall not contribute towards pension, gratuity, bonus or any other benefits due as per law to the personnel of the Service Provider.

12. The conductor has to deposit receipt on daily basis with the Cashier of this office. Where negligence of the conductor in causing any loss to government exchequer is established by the CTU the Service Provider shall be liable to pay such loss arising out of such activity the amount of recovery shall be decided for each case by the CTU. The conductors have to carry route receipt including electronic ticketing machine if provided. In case of misappropriation of the route receipt or in case of intentional damage or loss of ticketing machines, the amount of loss of receipt or loss of ticketing machine, the amount will be recovered from the Service Provider from the monthly bill. The average route receipt of the route for previous 1 week will be taken to calculate loss in route receipt.

13 However any liability, which may be put on CTU by any court of law or any other authority due to negligence of conductors of Service Provider (e.g. violation of traffic laws, non production of conductor licence.) and has to be paid by the CTU as per such orders on account of fault of any employee of Service Provider, it shall be

Cont P/30…..

reimbursed by the Service Provider to CTU. In case, the Service Provider fails to reimburse the amount, CTU, shall be entitled to deduct the same from the Service Provider, out of the payment payable by the CTU.

14. In case of death of personnel manning the post of conductors or any injury due to miss- happening otherwise, during the discharge of his duties, CTU shall not at all be responsible /liable for any compensation whatsoever under the Workmen Compensation Act/Industrial Dispute Act, 1947 or any other such liability of the Service Provider under any other act and same shall be sole responsibility of the Service Provider providing the conductors.

15 Provision of Motor Transport Workers Act 1961 as applicable to conductors will also be applicable to the conductors of the Service Provider. The liability and responsibility of enforcing labour/ other statutory laws applicable on conductors provided by the Service Provider shall rest with the Service Provider and the CTU shall not be liable for statutory violation of any.

16 The CTU shall not be liable for any payment other than the wages fixed by the Deputy Commissioner alongwith Statutory Contributions towards EPF, EDLI, ESI & Quoted/ approved Administrative charges including service tax. It is the sole liability of the Service Provider to pay any 'Payment required under any law of the land including service tax'. It is again reiterated that the responsibilities/ liabilities with respect to the persons employed by the Service Provider, will exclusively be of the Service Provider including any compensation or any other responsibilities under any law during the execution of outsourced tasks.

17. In the event of loss of property of the CTU on account of negligence on the part of any employee of the Service Provider, the service provider will be penalized upto 10 times maximum in addition to recovery of actual loss in each case. The loss will be finalized by a joint inspection committee consisting of two members of CTU and one member of Service Provider. The decision taken by the committee will be final and binding upon both the parties. A summary enquiry will be held by an officer deputed by the CTU with or without one representative of the Service Provider for calculating the loss or fixation of responsibility of loss. The summary enquiry shall be completed preferably in 30 days, the findings of enquiry officer appointed by the CTU shall be binding on both of the parties.

Cont P/31…..

18. In case of any dispute or differences arising out of the implementation or interpretation of any clauses of the agreement, both parties shall endeavour to settle it by mutual negotiations failing which the matter shall be referred to the sole Arbitrator i.e. Transport Secretary, Chandigarh Administration, Chandigarh whose decision shall be final and binding on both of the parties.

19 Notwithstanding anything contained elsewhere in this agreement the same can be terminated at any time by either party by giving to the other party a notice of three months in writing.

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ANNEXURE "C-1"

CHANDIGARH TRANSPORT UNDERTAKING: CHANDIGARH

SCOPE OF WORK

The work involves providing of **230 Drivers** subject to change in no. of staff by 15% for running JNNURM City Buses under the Operation of Chandigarh Transport Undertaking as per qualifications and other requirements and terms and conditions as applicable for each such nature of services/activities on outsource basis. The average duty hours will be 8 hours per day and no overtime allowance will be paid.

The Service Provider(s) is expected to deploy Drivers for running JNNURM City Buses under the operation of Chandigarh Transport Undertaking, as under:-

GENERAL DUTIES & RESPONSIBILITIES OF THE SERVICE PROVIDER:

The following duties shall be performed by the Service Provider through his staff subject to further instructions of the General Manager/Duty Inspectors of the concerned Depots.

In the case of Supply of Drivers

1 The CTU intends to run 100 buses (AC and NON AC) and the job/service for running these buses through the Drivers of the Service Provider is to be awarded. **However the number of buses may be increased or decreased during the period of contract/agreement and accordingly the number of manpower may be increased or decreased.**

2 The number of Drivers required for running these buses would be 230 which number can be increased or decreased.

3 The payment by CTU will be made on calendar monthly basis. The Service Provider will raise invoice in triplicate for the total Nos. of Drivers of the Service Provider deployed/worked in the preceding month

4. The Service provider will work 26 days in a calendar month. The minimum working hours will be 8 hours for each employee or 48 hours in a week. CTU can direct break in duty hours of Driver at any time during operation period.

5. The Service Provider shall not employ any person who does not possess the prescribed qualification and does not fulfill eligibility criteria as laid down by the CTU in this Annexure. The Service Provider will have to submit the fitness certificate of medical of each of the Driver to be provided at his own level.

Cont P/33…..

6. The Service Provider shall supply the list of minimum 500 Drivers for those he wishes to employ as Drivers and the CTU shall check the eligibility of the persons concerned and take final decision regarding eligibility/suitability.

7. The CTU shall have right to screen the personnel employed by the Service Provider and reserves right to permit/disallow any person employed by the Service Provider for the operation of bus of CTU.

8. The Service Provider shall always keep an adequate reserve of manpower with him to meet any exigency so that operational work of CTU does not suffer. In case a driver does not perform duty 26 days in a month the recovery for the days he remains absent, will be recovered from the wages bill of the respective month. However, if he cannot perform the duty any day due to the reasons like breakdown, detention, non-availability of bus etc. i.e. without any fault of the Driver then payment for the day shall be paid to him.

9. The Service Provider will be sole responsible for all matters regarding the personnel employed by him and the employee will have no claim/right whatsoever against the CTU. The Service Provider shall be solely responsible for all the liabilities and claims of his employees which may accrue in terms of any legal provision applicable to them.

10. The Service Provider shall ensure that persons provided by him for operation of buses of the CTU observe strict discipline and wear proper uniform as prescribed by the CTU.

11. The CTU shall not contribute towards pension, gratuity bonus or any other benefits due as per law to the personnel of the Service Provider.

12. The liability of compensation awarded by the **Motor Accident Claims Tribunal** shall be borne by the service provider a lump-sum amounts as fixed Rs. 50,000/- in each MACT claim as maximum. Remaining amount will be borne by either CTU or Insurer.

13. However any liability, which may be put on CTU by any court of law or any other authority due to negligence of Drivers of Service Provider (e.g. violation of traffic laws, non production of Driving licence.) and has to be paid by the CTU as per such orders on account of fault of any employee of Service Provider, it shall be reimbursed by the Service Provider to CTU. In case, the Service Provider fails to reimburse the amount, CTU, shall be entitled to deduct the same from the Service Provider, out of the payment payable by the CTU.

Cont P/34….

14. In case of death of personnel manning the post of Drivers or any injury due to miss-happening otherwise, during the discharge of his duties, CTU shall not at all be responsible /liable for any compensation whatsoever under the Workmen Compensation Act/Industrial Dispute Act, 1947 or any other such liability of the Service Provider under any other act and same shall be sole responsibility of the Service Provider providing the Drivers.

15. Provision of Motor Transport Workers Act 1961 as applicable to Drivers will also be applicable to the Drivers of the Service Provider. The liability and responsibility of enforcing labour/ other statutory laws applicable on Drivers provided by the Service Provider shall rest with the Service Provider and the CTU shall not be liable for statutory violation of any.

16. The CTU shall not be liable for any payment other than the wages fixed by the Deputy Commissioner alongwith Statutory Contributions towards EPF, EDLI, ESI & Quoted/ approved Administrative charges including service tax. It is the sole liability of the Service Provider to pay any 'Payment required under any law of the land including service tax'. It is again reiterated that the responsibilities/ liabilities with respect to the persons employed by the Service Provider, will exclusively be of the Service Provider including any compensation or any other responsibilities under any law during the execution of outsourced tasks.

17. In the event of loss of property of the CTU on account of negligence on the part of any employee of the Service Provider, the service provider will be penalized upto 10 times maximum in addition to recovery of actual loss in each case. The loss will be finalized by a joint inspection committee consisting of two members of CTU and one member of Service Provider. The decision taken by the committee will be final and binding upon both the parties. A summary enquiry will be held by an officer deputed by the CTU with or without one representative of the Service Provider for calculating the loss or fixation of responsibility of loss. The summary enquiry shall be completed preferably in 30 days, the findings of enquiry officer appointed by the CTU shall be binding on both of the parties.

18. In case of any dispute or differences arising out of the implementation or interpretation of any clauses of the agreement, both parties shall endeavour to settle it by mutual negotiations failing which the matter shall be referred to the sole Arbitrator i.e the Transport Secretary, Chandigarh Administration, Chandigarh whose decision shall be final and binding on both of the parties.

19. Notwithstanding anything contained elsewhere in this agreement the same can be terminated at any time by either party by giving to the other party a notice of three months in writing.

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ANNEXURE "C-2"

ESSENTIAL QUALIFICATION AND EXPERIENCE :-

The service provider must deploy the staff (Drivers & Conductor) having the following essential qualification:-

A)Drivers

Qualifications and Experience:

The Service Provider shall deploy the drivers having the following minimum qualifications:

(i) Should have passed Matriculation examination from any recognized board of Education.

ii) Should posses a valid license to drive heavy transport vehicle issued by a competent licensing authority i.e. possessing 5 years old HTV Driving Licence.

(iii) Should have at least five years experience to drive HTV and not convicted for any offence indicating that he is not capable of performing efficiently the duties of a HTV driver and not involved in any criminal case pending in any court of law.

(iv) Should have knowledge of traffic rules/road signals, driving on roundabouts, speed limits etc.

Age should be between 25 to 40 years. In the case of Ex-servicemen not more than 45 years

B)Conductors
Qualifications and Experience:

The Service Provider shall deploy the Conductors having the following minimum qualifications:

i) Should have passed at least 10+2 examination from any recognized board.

ii) Should posses valid Conductor’s license issued by a competent licensing authority.

iii) Age should be between 18 to 35 years. In the case of Ex-servicemen not more than 45 years.

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ANNEXURE 'D'

CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH

TERMS OF PAYMENT

1. The service provider, being the employer in relation to persons engaged/deployed by him/him shall alone be responsible to provide the services/activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case should not be less than the Minimum wages as fixed by the Deputy Commissioner., U.T., Chandigarh alongwith all other dues such Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance. The service provider shall also have to observe compliance of all the relevant labour Laws as applicable viz, Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act, (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by him.

2. All the payments shall be made by the Chandigarh Transport Undertaking after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

3. Raising of Bills and Payment thereof

The service provider shall have to produce the register of wages or the register of wages-cum-muster rolls of the preceding month alongwith the bills to be submitted by the 22nd day of every calendar month to the concerned establishment branch of Chandigarh Transport Undertaking for verification and pre-audit/drawl of payment from the Central Treasury/SBI. Since, it is a time consuming process, therefore, the service provider shall ensure that payment to his employees is made by him from his own resources by the 7th of the month in the presence of authorized representative(s) of the Chandigarh Transport Undertaking without waiting for the payment of his wages bills from Chandigarh Transport Undertaking. However, before disbursing the payment the service provider should get the acquaintance roll alongwith details of cheque verified by the concerned branch/office of Chandigarh Transport Undertaking.

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4. **Format for raising of Bill:-**

The service provider shall submit bill for the service/activities rendered as per details/table given below:-

a) Name of the Services/Activities

b) Name & address of the Service Provider

c) Award of Service Contract No. & Date

d) Date of commencement of the Services/Activities

e) Period of services contract

f) Administrative charges (in percentage) of service contract per month

g) Wage bill for the month of

h) Bill No._____ & Date_____ indicating the following breakup:-

Sr. NO.	**1. Name of worker on regular duty** **2. Reliever(s) against persons on regular duty**	**Empl. Code No.**	**EPF A/C No.**	**ESI A/c No**	**@Basic wages (Not less than DC Rates)**	**Man-days**	**Wages (w.r.t. Man days)**	**employee's Share**		**employers Share**		
								EPF 12% of basis wages	**ESI 1.75% of basic wage**	**EPF 12% of basic wage**	**EDLI 1.61% of basic wages**	**ESI 4.75% of basic wages**
1	2	3	4	5	6	7	8	9	10	12	13	14

NOTE: Separate bill in the above form shall be prepared by the service provider for the Reliever(s) against person(s) deployed on regular basis and submitted alongwith the Bill for regular persons deployed during each month.

5. **Instructions for raising the monthly bill:-**

The service provider shall keep the following instructions in view while submitting the monthly wage bill(s).

(i) The payment shall be made to the service provider for the actual number of persons deployed within the scope of work at Annexure "C to C2" at the wages/rates fixed by the Deputy Commissioner UT, Chandigarh Administration for the category of posts from time to time and the Administrative charges (in percentage) approved for the contract period, but after pre audit of the bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by the Chandigarh Transport Undertaking.

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(ii) Separate details about the category of person (s) deployed in the respective month.

(iii) Attendance register, muster roll duly signed by the service provider and verified by the authorized officer(s) of Chandigarh Transport Undertaking

(iv) Deduction schedule showing the individual details of deductions of EPF/ESI/EDLI/Income Tax/Service Tax etc., to be tallied with the wage bill.

(v) Acquaintance rolls alongwith details of cheque to be issued to the concerned persons deployed be submitted to the concerned establishment branch of Chandigarh Transport Undertaking for verification before actual disbursement of payments.

(vi) The service provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in Chandigarh Transport Undertaking is complete and no person have been left out and no supplementary bill shall be submitted thereafter.

(vii) No person(s) has/have been engaged on contract basis in Chandigarh Transport Undertaking without the prior approval of the competent authority.

(viii) A spare/self attested copy of bank sacroll/bank challans in support of having deposited the amount of EPF, ESI, EDLI, Service Tax etc., with concerned department shall invariably be submitted to the concerned Establishment Branch of Chandigarh Transport Undertaking within 10 days from the disbursement of wages (on or before 22nd of the month). However, the dues towards ESIC/EPF/EDLI will be deposited directly by this office and the amount of such dues will be deducted from wages bills of the service provider.

6. **Payment of wages:-**

a) The service provider shall open a bank account in the Bank branch located in the Chandigarh Transport Undertaking and he shall make the payment of wages to the persons so deployed by him through the same bank. the employees of the service provider shall also open their individual accounts in the same bank branch for the purpose of disbursement of salary through electronic transaction/transmission. the service provider shall furnish details of disbursement of salary to the concerned branch/office of Chandigarh Transport Undertaking within 5 days from the date of disbursement. He shall maintain attendance register, individual's ledger/wage book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any person deployed with the concerned office/branch of Chandigarh Transport Undertaking by the end of last day of the prospective month.

b) He shall be required to submit a copy of challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code No., address of each person(s) so deployed, on account of the statutory compliance

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within 15 days of the disbursement of wages i.e. by 22nd of the month, failing which the payment of administrative/service charges of the following month shall be withheld. the payment shall be released to him towards his administrative/service charges after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage bill of the service provider shall rest with him/her and not with Chandigarh Transport Undertaking. Further, he/she shall arrange the disbursement of wages to the persons so deployed by him Chandigarh Transport Undertaking for duty through crossed cheque except in case of utmost urgency and in the presence of the authorized official/officers of Chandigarh Transport Undertaking. The service provider shall ensure that the wages are to be paid through bank only. The responsibility for issuance of Annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the service provider.

7. The service provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 22nd of month on the basis of original attendance-cum-work performance report and muster rolls duly verified by the concerned officer so authorized for the purpose as under:

(i) The attendance-cum-work performance report of the staff deployed for duties in Chandigarh Transport buses shall be signed / verified by the concerned Incharge/Duty Inspector.

(ii) The payment shall be made to the service provider in due course of time after pre-audit of the bill and drawl of amount from the Central Treasury/SBI.

8. **Accounts and Records:-**

(a) The service provide shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Chandigarh Transport Undertaking.

(b) The Service provider shall be required to produce all the original record such as attendance-cum-performance reports, Relievers List, Muster Rolls, Ledger etc., to the internal audit cell working under the control of Assistant Controller (F&A)(H) in Chandigarh Transport Undertaking for the pre-audit of monthly wage bills from time to time.

Cont P/40…..

(c) The service provider shall forthwith upon being required by the Chandigarh Transport Undertaking allow Chandigarh Transport Undertaking of any of its authorized representatives to inspect, audit or take copies of any records maintained by the service provider. the service provider shall also cooperate in good faith with the Chandigarh Transport Undertaking to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Chandigarh Transport Undertaking. However, upon discovery of any discrepancies or under payment, the service provider shall immediately reimburse the Chandigarh Transport Undertaking for such discrepancies or in charge.

d) The service provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time for carrying out the provisions of this Agreement. He/she shall further observe and comply with all Government laws concerning employment of persons deployed by him/her and shall along be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, maternity leave etc., to his employees, which in any case shall not be less than the Minimum Wages as fixed by the Deputy Commissioner, U.T., Chandigarh, Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed there under for the category of persons employed by him/her from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that e is fully responsible to ascertain and understand the applicability of various act, and take necessary action to comply with the requirement of laws.

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ANNEXURE "E"

CHANDIGARH TRANSPORT UNDERTAKING : CHANDIGARH

NAME OF SERVICE JOB/SERVICE: **"PROVIDING SERVICES OF DRIVERS AND CONDUCTORS FOR THE JNNURM CITY BUSES UNDER THE OPERATION OF CHANDIGARH TRANSPORT UNDERTAKING.**

TECHNICAL BID

PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER

1.	Name of the Tenderer, Location of its office with complete address both residential and permanent and Telephone/Fax Nos.	_____ _____ _____
2.	Status of Organization (whether Private/Public Sector Undertaking/ Sole Proprietor/ Partnership/Cooperative Society etc.?)	_____ _____
3.	Whether documentary proof, in support of 1 & 2 above be attached?	**Yes / No**
4.	Whether a copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender has been attached)?	**Yes / No**
5.	Whether the tenderer has attached an experience certificate in the relevant trade/field of providing persons not less than number of persons as mentioned in the Scope of Work (Annexure – C).	**Yes / No**
6.	Whether the copy of latest Financial resources, assets in terms of Tenderer's property (Moveable and immoveable) held on the date of submission of Tender, attached?	**Yes / No**
7.	Whether a copies of three years balance sheets of the firm duly attested/verified by C A attached?	Yes / No
8.	Whether the self attested copy of latest Income Tax Assessment Certificate/PAN/TAN No. attached?	Yes / No
9.	Whether the self attested copies of the Service Tax No. attached?	Yes / No
10.	Whether the tenderer has attached a self attested copy of valid Labour Licence in the relevant trade/field not less than the number of persons as mentioned in the Scope of Work at (Annexure-C) for the execution of this service agreement duly issued by the Competent Authority of the concerned Govt. from where the working experience certificate(s) have been furnished alongwith the tenders.	Yes / No
11.	Whether the self attested copy of EPF, ESI & EDLI Code Nos. issued by the Competent Authority attached?	Yes / No
12.	Any other information.	

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address_____**Receipt**

No:_____ **Date:** _____ Tender No.:_____

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ANNEXURE-'F'

FORMAT FOR PRICE BID FOR PROVIDING SERVICES OF CONDUCTORS AND DRIVERS THROUGH OUTSOURCE

INSTRUCTIONS FOR FILLING UP OF PRICE BID (ONLINE) FOR PROVIDING SERVICES OF CONDUCTORS AND DRIVERS THROUGH OUTSOURCE

1. Description off Work: Service Contact for providing 230 conductors and 230 drivers through outsource as per scope of work mentioned in Annexure "C to C 2" subject to fulfillment of other terms and conditions of the Service Agreement at Annexure "B".

2. Administrative/Service Charges in % age on the monthly wages. (From the above-mentioned Administrative Charges the tenderer shall be solely liable to pay/discharge the responsibilities as per requirement of Tender Terms and Conditions and the various Labour Acts/Rules as amended from time to time towards his employees during the currency of contract).

Notice:

A) The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative Charges (in percentage) provided he fulfills all other terms and conditions of the tender document which also includes, Bonus, Gratuity, Service tax (as applicable under Rule) keeping in view all obligations and responsibilities as an employer to be performed by them and as per requirement of the tender document offer as per Contract Labour Act during the currency of contract. The Chandigarh Transport Undertaking will not pay any other liability except Wages, EPF, ESI, EDLI contributions, Service Tax (as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central Government) on the rates as applicable from time to time by the concerned authorities. Presently, Service Tax @ 25% is liable to pay by the contractor being the person who provides the service and @ 75% is liable to pay by the Chandigarh Transport Undertaking being the person who receives the service for the taxable service (vide Govt. of India, Ministry of Finance, Notification No. 30/2012- Service Tax dated 20.06.2012). If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges.

B) The tenderer shall alone be responsible to provide the Services/ Activities under this Agreement as well as to make the payment of monthly wages/salaries, which is any case shall not be less than the Minimum wages as fixed by Deputy Commissioner, U.T., Chandigarh alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc., to his employees./

C) Leave Reserve for weekly rest and other Holiday/National Holidays shall be provided by the Provider from within the requirement of manpower of this Chandigarh Transport Undertaking as specified in the Scope of Work at Annexure "C to C 2" and no extra charges shall be paid in this regard by the Chandigarh Transport Undertaking.

Cont P/43….

d) The above quoted Administrative Charges (in percentage) shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the Tenderer.

E) The income tax as applicable from time to time shall be deducted from the actual amount of bill.

I/We certify that /We have read the terms and conditions as given in the Service Agreement. I/We undertake that it is my/our responsibility to ensure that being the employer I relation to persons engaged/deployed by me/us to provide the Service/Activities under this Agreement shall alone be responsible to provide the Service/Activities under this Service Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum Wages as fixed by Deputy Commissioner, U.T., Chandigarh alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity etc. The service provider shall also have to observe compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages, Act, 1948, Employees Provident Fund (EPF) Act, 1970, Chandigarh Contract Labour (F&A) Rules, 1974, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act, (1948), Payment of Bonus Act, 1965, Employees Deposit Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by me/us.

Place;_____ Signature of Tenderer _____

Dated:_____ Name of the Tenderer _____

Address _____

Cont P/44…….

ANNEXURE-'F-1'

PRICE BID (Excel Sheet) BOQ.

Administrative Charges_____
(shall be valid for Three years).

NOTE:

The service provider shall pay the approved DC rates fixed by the Deputy Commissioner U.T. Chandigarh to the staff deployed and as may be revised from time to time plus applicable statuary liabilities ESI & EPF (by giving break up of employees' and employer's shares), Service Tax, Gratuity, Bonus etc.

To be submitted in BOQ format

(Signatures of service provider)
(Seal)

Cont P/45……

Annexure-"G"

(To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the 1st Class Magistrate).

UNDERTAKING

I/We(Name)_____service provider / partner / Sole proprietor(strike out which is not applicable) of M/s_____do hereby solemnly affirm, declare and undertake that:-

a) I undertake to furnish a valid Labour Licence not less than the numbers of persons as mentioned in the scope of work for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate/s have been furnished alongwith the tender/s.

b) In case, I do not possess the valid Labour Licence issued by the Chandigarh Administration for which the tender/.s have been furnished, I will submit an undertaking in the shape of an Affidavit to the effect that the required Labour Licence will be obtained from the Chandigarh Administration, if succeeded, in getting the service contract and furnish the same to this Department within 7 days from the date of issue of letter of Intent, failing which the tender shall be rejected and Earnest Money be forfeited.

c) I undertake that I shall obtain all Registration(s)/permission(s)/Licence(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.

d) It is my responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Department indemnified against all losses, damages, claims, actions taken against Department by any authority/office in this regard.

e) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour(Regulation and Abolition) Act 1970, for carrying out the purpose of this Agreement. I shall, further observe and comply with all Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like EPF. ESI, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the approved DC rates fixed by the Deputy Commissioner U.T. Chandigarh from time to time. It is expressly understood that I am fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws. The wages to the workers shall be paid by 7th of each month.

Cont P/46….

f) I shall give an undertaking by the 22nd of each month in favour of the Department that I have complied with all the statutory obligations.

(Signatures of Tenderer)
Full Name & Address

Place:
Dated:

Cont P/47….

Annexure "H"

(To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the 1st Class Magistrate).

AFFIDAVIT

I/We/M/s_____are registered as service provider firm named M/s_____as per Service Tax Registration Certificate No. _____EPENo._____ESI No._____having registered office at _____ _do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders or Orders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non completion of order by any State/UT/Central Government or by any authority.

Place :_____ DEPONENT

Dated :_____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place :_____ DEPONENT

Dated:_____

Cont P/48….

From

M/s _____

_____

_____

To

The Divisional Manager CTU &
Director Transport,
Union Territory, Chandigarh

EMD

Subject: **E-Tender for the award of job/service for providing "Conductors & Drivers for running JNNURM City Buses under the operation of Chandigarh Transport Undertaking".**

Sir,

Enclosed please find herewith Earnest Money Deposit (EMD) of Rs _____/- in shape of a term deposit receipt/FDR issued by _____ (Name of the Bank) duly pledged in favour of the Divisional Manager, CTU & Director Transport, U.T., Chandigarh, valid for a period of _____ year.

Thanking you,
Yours faithfully,

(SIGNATURE)
Seal of the firm with full address

Enclosed EMD