OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT,
U.T. CHANDIGARH.
(Plot No. 701, Industrial Area Phase-I, Chandigarh)

No.EAW(H)/CTU/2020/5314
Dated: 05.06.2020

e-TENDER NOTICE.

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the Registered firms/Companies/Organizations (Private / Public Sector-Undertaking / Sole Proprietor / Partnership / Cooperative Society for the outsourcing of manpower services (Technical) as per **Annexure-'A'** for the Transport Department, U.T., Plot No. 701, Industrial Area, Phase I, Chandigarh to the tender documents available on the website i.e. ctuchd@nic.in & http://chandigarh.gov.in The prospective bidders can also be visit in the office of CTU during office hours on any working day by contacting General Manager, CTU-I, Asstt. Controller (F&A) / Superintendent (H), or mail of ctu-chd@nic.in CTU Administrative Block, Plot No. 701, Industrial Area, Phase-I, Chandigarh for any kind of information with regard to the Manpower services. The bidders are required to quote their rates in percentage term for the outsourcing of manpower services for Transport Department as per BOQ to the tender documents on the website.

The important dates for submission of e-tender is as under:-

1. Date and time of receiving the tender : **01.07.2020 upto 2.00 P.M**
2. Date and time of opening the tender (technical): **01.07.2020 at 3.00 P.M**.
3. Bid security/ Earnest Money Deposit: (EMD)/MSME — Rs.5,00,000/- in the shape of Bank Demand Draft/ FDR /Bank Guarantee from any scheduled bank in favour of Director Transport, UT, Chandigarh **OR MSME valid Registration Certificate in respect of the bidder**.
4. Date of Pre-Bid meeting : **23.06.2020 at 11.30 a.m**. in the office room of Director Transport, UT, Plot No. 701, Industrial Area, Phase I, Chandigarh.

The undersigned reserves every right to (a) cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.

-Sd-
Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

1. SCOPE OF WORK

The Chandigarh Transport Undertaking (CTU), Depot-I & Depot-III, Chandigarh having the fleet of 328 (approx) buses (make TATA/LEYLAND/CORONA) which are plying on urban and sub urban routes of the Tricity Chandigarh, Panchkula and Mohali and interstate routes / long routes. These buses are being repaired in the CTU Workshop Depot No.I & III by the Technicians/Employees of the CTU. Hence for the repair and maintenance of the buses, the CTU intends to invite the tender for providing manpower services on outsource basis on DC rates (as applicable from time to time) from the Registered firms / Companies / Proprietors / Organization (Private / Public Sector-Undertaking / Sole Proprietor / Partnership / Cooperative Society who 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. The bidder has to comply with all Government laws concerning employment of staff employed and the bidder alone 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 etc. to their employees. The said emoluments in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Chandigarh Contract Labour (Regulation & Abolition) Rules, 1970 and rules framed there under for the category of persons employed by them 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.

2 ELIGIBILITY CRITERIA.

2.1 TECHNICAL QUALIFICATION:-

2.1.1 The bidder must be an Organization/Registered Firm (Private/Public Sector-Undertaking / Sole Proprietor / Partnership / Cooperative Society. If so, a copy of the constitution / partnership deed of the firm duly registered with Registrar of Firms or Certificate of Incorporation, as the case must be attached with the bid online.

2.1.2 The bidder must have all registration(s) / permission(s) / license(s) etc. such as valid Labour License **(Regulation and Abolition) Act, 1970 and Factory Act**, EPF, ESI & EDLI License/Code Number, which are required under any Labour Law and other Legislation for providing the services under the Service Agreement. The scanned copies of the licenses/certificates must be attached with the technical bid online.

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2.1.3 The bidder should be professional agency having valid license issued by the Deputy Commissioner, UT, Chandigarh to provide manpower and other documents and should have experience of two years in providing Manpower/Contract Labour preferably in the field to any state Government/ Central Govt./STUs/PSUs/ institution(s) /Organization(s). The bidder should have national presence by employing not less than 100 persons in a single or multiple contract in various organizations in each year during last two years on the date of receipt/ opening of this tender. The bidder must submit an Experience Certificate of such provided manpower services with its satisfactory working performance from the concerned authority and be uploaded as a part of technical bid. In addition to above, the bidder must also upload the manpower provided in last two years which will be evaluated in case more than two bidders have quoted same price bid after opening of financial bid.

2.1.4 The bidder must have to submit a Bank Solvency Certificate at least amounting to **Rs.50,00,000/-** (Rs. Fifty Lakh only) which should be issued by the Scheduled bank after the publication of this tender.

2.2 FINANCIAL QUALIFICATION:-

The bidder should have minimum average annual turnover of Rs.1.00 Crore in the last balance sheet for the last three preceding years ending on 31.03.2017, 31.03.2018 and 31.03.2019. The copy of balance sheet duly attested/audited by Charted Accountant (CA) alongwith copy of valid ITR must submit with the bid online.

2.3 Documents to be uploaded online with the bid (As per clause 2.1 & 2.2 above):-

I) Firm registration/certificate in corporation.
II) Valid Labour License, EPF, ESI & EDLI License/Code Number, under any Labour Law, Factory Act and other Legislation for providing the services under the Service Agreement.
III) Latest solvency certificate issued by the scheduled bank.
IV) Experience certificate.
V) GST No. / PAN No. / TAN No.
VI) Copy of balance sheet duly attested/vetted by C.A. for annual turnover of Rs.1.00 Crore alongwith copy of valid ITR.
VII) Each page of Tender documents duly signed and seal of the bidding firm.
VIII) Undertaking (as per Annexure-'B')
IX) Affidavit (as per Annexure-'C')
X) Service Agreement(as per Annexure-'D')
XI) Valid MSME Registration Certificate in r/o the firm in case of non submission the EMD.

Note:- The above documents should be submitted online through 'e-tender' portal (http://www.etenders.chd.nic.in).

3. PRE-BID CONFERENCE

3.1 A pre–bid conference will be held on **23.06.2020 at 11.30 A.M**.in the office of the Director Transport, UT, Plot No.701, Industrial Area, Phase-I, Chandigarh with the prospective bidders for the purpose of holding technical & financial/ commercial discussions and providing clarifications. The queries, if any, from the Bidders in respect of RFP/ tender document should reach to the office of the Director Transport, UT, Chandigarh before dated **23.06.2020 up to 10.00 A.M.**

3.2 Any verbal suggestion / additions in the RFP - document made during the pre - bid conference should also be given in writing to the Purchaser by dated **23.06.2020 up to 16.00** hours to keep the same in record and reference without which Purchaser/department will not be liable to entertain the same.

3.3 After incorporating the amendments acceptable to the Purchaser/ department, the RFP/ tender document shall be frozen by **23.06.2020 at 16.00 hours.** The addendum to the RFP/ tender document may be downloaded from the website of the CTU/https://etenders.chd.nic.in.

3.4 Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder. However, the terms and conditions of the addendum(s) will be legally binding on all the bidders irrespective of their attendance at the pre-bid conference.

4. TWO BID SYSTEM

Bidders shall have to submit bid online only.

(A) **Technical Bid:-**

The Technical Bid should contain complete information as detailed in Technical qualification criteria clause 2.1 above. Clarification, if any, wherever necessary will be obtained from the concerned bidder. The information as required & supporting documents have to be submitted online in the form of scanned copies. After necessary appraisal of the bidder(s) experience and technical expertise, technical short-listing will be done.

In addition to uploading of technical bid online, the bidder has to submit EMD in physical form in sealed cover to this office on or before the due date and time of receipt of e-tender except the MSME registered firm. The MSME registered firm must attach the valid MSME registration certification with the technical bid online and the copy of the same must submit to this office on or before closing the date and time of the tender.

(B) **Financial Bid:-**

The bidder should submit their Financial Bid online as per BOQ to the tender documents available on the website.

The Financial Bid containing the percentage of Administrative Charges only, to be quoted by the bidder (s), will be opened in respect of only those bidder who are found technically eligible, based upon assessment made of credentials, etc. of the bidder(s) and the information given in Technical Bid. The bidders submitting Technical Bid should give maximum information regarding themselves and Technical capabilities as they deem fit. The decision of the Director Transport, CTU with regard to short listing of Technical Bids for the purpose of opening of financial bid shall be final and binding. The rate for service charges/administrative charges as specified in the tender document should not be mentioned as 0%. In case, any bidders will quote 0% service charges/administrative charges in the BOQ of this tender, his tender will be rejected straight way.

i) The bidder(s) are expected to submit their **reasoned and justified rates of their Administrative/service charges.**
ii) The financial bid will only be opened of those bidder who technically qualify in the evaluation of their technical bids. For opening Financial/Price bid, the date and time will be intimated separately.
iii) The taxes/GST will be extra as applicable.

5. BID VALIDITY

i) The bid shall remain valid and open for acceptance for a period of 180 days from the date of opening of technical bid.

ii) In exceptional circumstances prior to expiry of the original bid validity period, the department may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However this bid may be rejected by the department on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.

6. FORMAT AND SIGNING OF BID

i) Each page of the bid/bids must be numbered at the right hand top corner and an authorized person should sign and put company's seal on each page of the bid documents.

ii) The bid/bids shall contain no interlineations, or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialled by the person or persons signing the bid.

iii) All prices and other information etc. having a bearing on the Price shall be written both in figures and words in the prescribed Bid Form. In case of discrepancy, the price given in words shall be considered.

7. SUBMISSION OF BID:

The bidders can download the detailed bid documents from the website of Chandigarh Administration i.e. **http://etenders.chd.nic.in/nicgep/app**. Tender documents completed in all respect duly signed must be uploaded on the above said website on or before **01.07.2020 upto 14.00 hours**. The Technical bids shall be opened on **01.07.2020 at 15.00 hours**.

8. BID OPENING

1. Online e-tender (Technical Bid) shall be opened on **01.07.2020 at 15.00** Hours in the office room of Director Transport, U.T., Plot No. 701, Industrial Area, Phase-1, Chandigarh. In the event of the date of receipt or opening of e-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 and venue.

2. The bidder(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 bidder on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.

9. EVALUATION OF BID:-

i) ***The Tender shall be awarded to the bidder, who quote the lowest offer of Administrative Charges in percentage terms in the Financial Bid, provided he fulfils all other terms and conditions of the tender document.***

ii) In the case after opening of financial bid when more than two firms/bidders are found quoted the same rates in the price bids, then the bidder, who has provided more number of manpower in a single or multiple contract in various organizations/STUs/PSUs/any State Govt/Central Govt/Institutions in last two years from the date of opening of tender will be successful.

10. EARNEST MONEY DEPOSIT (EMD):-

i) The prospective bidders shall submit Earnest Money Deposit (EMD) amounting to **Rs.5,00,000/- (Rs. Five Lakh only)** on or before the closing date of tender in physical form in the shape of Bank Demand Draft/FDR/Bank Guarantee drawn on any scheduled Bank at Chandigarh in favour of Director Transport UT Chandigarh, Plot No. 701, Industrial Area Phase-I, Chandigarh and scanned copy of the same must submit with the technical bid online *except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprise (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.. The MSME registered firm is exempted for furnishing the EMD with the bid, But the MSME registered firm must attach the valid MSME registration certification with the technical bid online.*

ii) The EMD of unsuccessful bidder will be returned back immediately after the allotment of the contract. The EMD of the successful bidder will be refunded after furnishing the security deposit and ***signing of Service Agreement as per specimen available in the office***

iii) The e-tender must be accompanied with Earnest Money Deposit (EMD) for the amount pertaining to the module as per tender documents and drawn in the name of the Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh, payable at Chandigarh in the form of Fixed Deposit Receipt or Account Payee Demand Draft or Bank Guarantee from any of the scheduled bank in an acceptable form, which should be valid for 180 days beyond the final bid validity.

iv) Any Bid not accompanied with valid and required as per RFP/Tender Bid Security/EMD in the acceptable form will be rejected by the Purchaser considering it as non-responsive.

v) In case, the successful bidder backs out or refuses to sign and execute the Service Agreement, the Earnest Money Deposit alongwith interest thereupon shall be forfeited and the bidder shall be blacklisted for any future contract. Further, the bidder will be liable to be blacklisted as per Chandigarh Administration, Finance Department vide Notification No. 1927-F&PO (3)-2009 dated 27.02.2009.

vi) No bidder is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances ***except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprise (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. The MSME registered firm is exempted for furnishing the EMD with the bid, But the MSME registered firm must attach the valid MSME registration certification with the technical bid online.***

11. PERFORMANCE SECURITY-

The successful bidder at the time of execution of Service Agreement shall furnish ***a security deposit equal to four months wage bills in the form of Fixed Deposit Receipt (FDR) Bank Guarantee from any scheduled bank payable at Chandigarh in an acceptable form in the name of DIRECTOR TRANSPORT, UT, CHANDIGARH***, which should be valid for a period of 15 months from the date of Letter of Acceptance/work order. In the event of breach or non-observance of any of the terms and conditions of this Service Agreement/ contract, the Director Transport, U.T; Chandigarh may forfeit the security either in part or full along with interest thereupon. The remaining security, if any, will be refunded to the bidder after the settlement of financial bids on the expiry of the contract period.

12. TERMS OF CONTRACT.

12.1 Tender/contract shall be valid for one year from the date of issue of Letter of Acceptance (LOA) or till the time of regular appointment for the posts mentioned in the tender is made by this office whichever is earlier.

12.2 The contract shall be awarded initially for a period of one year which may be extendable for another one year or till the posts are filled up on regular basis by the Department whichever is earlier, subject to the final approval of the Competent Authority.

13 TERMS OF PAYMENT.

i) The terms of payment/submission and verification of bills/fees and charges for the service/activities to be rendered by the Service Provider are as agreed to between the parties.

ii) To pay the wages/salaries notified by the Deputy Commissioner, Chandigarh from time to time under the Payment of Wages Act, 1936 and Minimum Wage Act, 1948, Factory Act, 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, Private Security Agencies (Regulation) Act, 2005, Maternity Leave Act, 1961, as applicable and as amended from time to time or any other rules framed there under etc. etc.

iii. The disbursement of wages to the Contract Labour will be made through e-banking / transmission / NEFT / RTGS by the bidder. This obligation is imposed to ensure that the bidder is fulfilling its commitment towards its employees so deployed under various Labour Laws having regard to the duties of the CTU in this respect as per the provisions of the Contract Labour (Regulations & Abolition) Act, 1970. Except the contributions towards EPF/ESI, no other deduction of any type will be allowed to be made by the bidder directly or indirectly.

iv. The Service Provider shall open the bank accounts of the each individual employee/worker in any scheduled/nationalized bank within 15 days from the awarding of the contract at his own. The salary/wages of each employee/worker to be deployed in CTU shall be deposited in their bank accounts directly and a detail of the bank account of individual employee/worker and detail of their wages paid for the preceding month shall be submitted to the CTU office along with salary/wages bill of next month. The payment for the next month will be made only after submission of said documents to CTU Chandigarh to its satisfaction. The bidder will submit the consolidated wage bill consisting of basic wages, statutory liabilities and bidders administrative charges for the categories of persons provided in any CTU outlet(s) duly supported with the following documents and in the format as may be provided by CTU:

v Attendance report duly signed by any authorized officer of CTU.

vi) Documents in support of deposit of EPF/ESI/EDLI/GST of the previous month by 2nd day of the following month alongwith the list of contract labour in respect of whom statutory liabilities have been deposited.

vii) The wage bill including Basic Wages (current D.C rates UT, Chandigarh as applicable for that post) and Statutory liabilities except bidder's administrative charges will then be processed for payment and the formalities will be completed for the release of payment by 7th of every month. The bidder will himself be personally responsible for the timely submission of bills and further process for the checking of required formalities to be completed by him as per the requirements of the audit at personal level in order to ensure timely payment of wages to the Contract Labour.

viii) The bidder will further prepare the required accounts in consultation with the concerned Accounts Branch of CTU for the issue of annual statements of EPF, etc in time. Further, the bidder will be responsible to arrange annual statement of EPF from the office of the Regional Provident Fund Commissioner and distribute to the labour well in time. The bidder will also be solely responsible for any lapse or delay for the submission of any return to the concerned authority of the Department/EPF/ESI organizations about the Contract Labour engaged on contract basis through them as per rules.

ix) The Service provider shall open a bank account in the Bank and the employees so deployed by the Service Provider shall also open their individual account in the same bank branch for the purpose of disbursement of salary through electronic transaction/transmission.

x) The current rate of wages (per month basis) as fixed by **D.C., U.T.** have been indicated in the Annexure forming part of (Technical Bid Part "A") for different categories of Contract Labour and the same are subject to change as notified by D.C., U.T. Chandigarh from time to time. The charges in respect of statutory liabilities like Employer's share towards EPF & ESI and GST, as applicable, etc. which will also be payable by CTU over & above **D.C.** rates. However, bidder's Administrative Charges/handling Charges may be quoted in clear terms in

the Financial Bid (Part `B'), which will be payable by the CTU over and above the monthly consolidated wages consisting of Basic Wages, Employer's share towards EPF & ESI as worked out in Annexure in Technical Bid and administrative charges quoted will not be entertained. Therefore Agency should quote only justified rates considering TDS deductions as applicable under Income Tax Act to be made out from the monthly bill (gross amount) of the bidder.

14. Compensation to the deployed staff:-

1. It is clearly understood that the Contract Labour provided by the bidder will be their employees for all intents and purposes. CTU or its bus stand/workshop /units etc., will have no relationship of employer and employee or master and servant with the contract staff so provided by the bidder except that they have to carry out the orders of the authorized/Controlling officers of CTU.

2. CTU will not be liable for any action of the bidder, direct or indirect, or to any claim, damages, compensation that might become payable to the employees of the bidder under the orders of any lawful authority in the event of an accident resulting in any possible injury or death of any employee of the bidder while performing their duties within/outside the premises or damage of any other kind. The bidder will always keep CTU or its officers fully indemnified against any such claim or damages.

15. Indemnity.

If CTU suffers any loss or damages on account of negligence, default or theft on the part of any of the Contract Labour provided by the bidder during the validity of the contract, the bidder will be liable to reimburse/make good the loss, so suffered by CTU. The bidder will keep CTU fully indemnified against any such loss or damage, which becomes known even after the expiry of this contract. The above mentioned losses will also be deemed to include loss due to any award, decree of any court/arbitrator judicial or quasi – judicial authority.

16. PENALTIES/ TERMINATION OF CONTRACT:-

1. The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of assignment. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of default 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 agreement. 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 agreement and the same shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits shall stand forfeited.

2. In case of non providing/ providing of less number of persons, The Director Transport, CTU, UT, Chandigarh reserves the right to levy penalty as may be decided by the Director Transport, Chandigarh Transport Undertaking, Chandigarh. Further, for providing of inferior quality of services continuously, CTU reserves the right to cancel the contract.

3. The contract may be terminated on any of the following contingencies:-

i) **By giving notice of two months at any time during the currency of contract by the Director Transport, UT, Chandigarh in the interest of the department.**

OR

ii) In case, the services rendered by the bidder are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;

OR

iii) For committing breach of any of the terms and conditions of the contract by the bidder;

OR

iv) On assigning the contract or any part thereof or any benefit or interest therein or there-under by the bidder to any third person or subletting the whole or a part of the contract to any third person;

OR

v) On bidder being declared insolvent by the competent Court of Law. During the Notice period for termination of the contract, in the situations contemplated above, the bidder will keep on discharging his duties as before till the expiry of notice period. It will be the duty of the bidder to remove all the manpower provided by him on termination of the contract on any ground whatsoever and to ensure that no Contract Labour creates any disruption/hindrance/ problem of any nature to the CTU.

OR

vi) In case penalty is imposed for more than 05 occasions on the bidder on account of non providing manpower or providing of less number of persons to the CTU, the bidder is liable to be considered for cancellation of contract, forfeiture of performance security/EMD alongwith interest thereupon and blacklisting of the firm for further tendering.

17. GENERAL TERMS AND CONDITIONS:

17.1 The bidder is required to provide various categories of manpower as listed in the Technical Bid for performing various duties in the workshop etc., of the Chandigarh Transport Undertaking. The number of persons to be engaged is only indicative and the Director Transport, CTU, Chandigarh has the right to increase or decrease the requirement of manpower from time to time.

17.2 The b idder must have valid EPF Code No. /ESI Code No./ GST Code/PAN/TAN No. Further all the contract employees/labour deployed by the bidder / bidder for the contract/tender must be a member of Provident Fund. Proof of deposit of EPF/ESI in balance sheet should be reflected. Copies of all the certificates/registrations be attached with the technical bid online.

17.3 The bidder will observe all laws, rules, regulations, orders and directions issued by the Central Govt. or State Govt. or UT Administration or local authorities concerning the discharge of duties in execution of the contract. Any contravention of such laws, rules, regulations, orders and directions will be deemed to be a breach of the contract and the bidder will be liable to all the consequences and in case of any such breaches, if CTU incurs any obligations then the bidder will be responsible to reimburse to CTU any loss, monetary or otherwise, occasioned on account of any such breach or contravention.

17.4 In case any person provided by the bidder enters into dispute of any nature, whatsoever, it will be the sole responsibility of the bidder to settle/contest the same. In case, CTU is also made a party and is supposed to contest the case, the cost, if any, of the actual expenses incurred towards counsel fee and other expenses will be paid to the CTU by the bidder in advance on demand. Further, the bidder will ensure that no financial or any other legal liability comes on the CTU in this respect of any nature, whatsoever for the act done by any Contract Labour of the bidder and will keep the CTU indemnified in this respect.

17.5 The bidder will not sublet, transfer or assign the contract or any part thereof to any other party.

17.6 The Director Transport/General Manager/Works Managers/section Incharge or any other authorized officer will be at liberty to send any Contract Labour back after intimating the bidder if such person is not in proper uniform/is lacking decent behavior by his deeds or not fit to perform his duty i.e. suffering from any contagious/infectious disease or under the influence of liquor/any other intoxicant.

17.7 If the services provided by the bidder are not found as per the prescribed standards, wholly or partly and in case of breach of any contractual obligations, The Director Transport, CTU reserves the right to get the services from other sources at the risk and cost of the bidder.

17.8 The CTU will not be in any manner concerned with the internal affairs of the bidder i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the bidder may be having.

17.9 The Service Provider shall open the bank accounts of the each individual employee/worker in any scheduled/nationalized bank within 15 days from the awarding of the contract at his own. The salary/wages of each employee/worker to be deployed in CTU shall be deposited in their bank accounts directly and a detail of the bank account of individual employee/worker and detail of their wages paid for the preceding month shall be submitted to the CTU office along with salary/wages bill of next month. The payment for the next month will be made only after submission of said documents to CTU Chandigarh to its satisfaction. The bidder will submit the consolidated wage bill consisting of basic wages, statutory liabilities and bidders administrative charges for the categories of persons provided in any CTU outlet(s) duly supported with the following documents and in the format as may be provided by CTU:

17.10 Attendance report duly signed by any authorized officer of CTU.

17.11 Documents in support of deposit of EPF/ESI/EDLI/GST of the previous month by 2nd day of the following month alongwith the list of contract labour in respect of whom statutory liabilities have been deposited.

17.12 The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), GST etc. with the respective departments in respect of the Contract Labour employed by them for every month. A copy of the receipt on this account will be submitted to the concerned Accounts Branch of CTU with the bill of succeeding month. The CTU will not be responsible for any liability on this account, whatsoever.

17.13 The wage bill including Basic Wages (current D.C rates) and Statutory liabilities except bidder's administrative charges will then be processed for payment and the formalities will be completed for the release of payment by 7th of every month. The bidder will himself be personally responsible for the timely submission of bills and further process for the checking of required formalities to be completed by him as per the requirements of the audit at personal level in order to ensure timely payment of wages to the Contract Labour.

17.14 The bidder will further prepare the required accounts in consultation with the concerned Accounts Branch of CTU for the issue of annual statements of EPF, etc in time. Further, the bidder will be responsible to arrange annual statement of EPF from the office of the Regional Provident Fund Commissioner and distribute to the labour well in time. The bidder will also be solely responsible for any lapse or delay for the submission of any return to the concerned authority of the Department/EPF/ESI organizations about the Contract Labour engaged on contract basis through them as per rules.

17.15 The Service provider shall open a bank account in the Bank and the employees so deployed by the Service Provider shall also open their individual account in the same bank branch for the purpose of disbursement of salary through electronic transaction/transmission.

17.16 On the expiry of the contract, the manpower provided by the bidder will be relieved automatically. However, the bidder will clear their accounts by paying them all their legal dues as required under the law in force. In case of any dispute on account of the termination of employment or non- payment of dues of the manpower by the bidder, it will be the entire responsibility of the bidder to pay and settle the same. The bidder will comply with all the orders/awards passed by the competent authority/court of law in respect of the manpower engaged by it.

17.17 Any notice required or permitted to be given pursuant to this agreement will be duly given or sent through Speed Post/by E-mail and addressed to the Director, Chandigarh Transport Undertaking, UT, Chandigarh.

17.18 Bidder shall not be allowed to be represented by a lawyer.

17.19 The aforementioned terms & conditions will be binding and operative between the bidder (Contractor) and the CTU Department.

17.20 The Director Transport, UT, Chandigarh reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

17.21 The bidder should keep his offer valid for acceptance for a period of 180 days from the date of opening the Price Bid. In case, the bidder is unable to keep his offer open for the above said period, his tender shall be treated as invalid.

17.22 Any conditional, telegraphic tenders, fax tenders, tender without earnest money deposit, 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.

17.23 This tender form is not transferable.

17.24 In case, the successful bidder backs out or refuses to sign and execute the Service Agreement, the Earnest Money Deposit shall be forfeited and the bidder shall be blacklisted for any future contract. Further, the Registered firms/Companies/Proprietor will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 dated 27.02.2009 including following types of situation:-

i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
ii) Advancing a claim on the basis of forged documents.
iii) Sale or supply of spurious items and providing public safety.
iv) Material concealments/suppression of facts or gross misrepresentation of facts.
v) Any other case or situation involving National Security.

17.25 **The quoted Administrative Service charges by the bidder shall remain valid for the whole period of contract for one year (i.e. covering the total period of agreement) and no enhancement in the rates under any circumstances shall be allowed,** by taking into consideration all his statutory obligations as well as his sole responsibilities as an employer/service provider of the persons to be engaged/ employed by him for the execution of this Service Agreement viz,

(a) To pay the wages/salaries notified by the Deputy Commissioner, Chandigarh from time to time under the Payment of Wages Act, 1936 and Minimum Wage Act, 1948, Factory Act, 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, Private Security Agencies (Regulation) Act,2005, Maternity Leave Act, 1961, as applicable and as amended from time to time or any other rules framed there under etc. etc.

(b) To comply with all the provisions of the Income Tax Act, 1961 and GST etc., as applicable or as amended from time to time.

(c) Any other expenses to be incurred in compliance with the provisions of the Service Agreement such as Uniform, Identity Card, Name Plates etc.

17.26 The assessment of performance shall be the sole discretion of the Director Transport, CTU and no representation/request for extension of contract for further period shall be entertained. The Agency will be given one month's time to arrange suitable Contract Labour and take over the business.

17.27 The successful bidder will furnish the list of his Contract Labour to be deployed in CTU within one month from the date of allotment of contract. However, the selection of the Contract Labour will be made by the CTU with the approval of Director Transport, U.T., Chandigarh after screening the candidates as per their eligibility criteria**.**

17.28 The bidder will be duty bound to provide the specified no. of Contract Labour (technical) as per annexure 'A' as per the requirement of the department for which the contract has been entered, to the entire satisfaction of the concerned branch/section of CTU.

17.29 The Contract Labour will be required to perform their duties at the workshops of the CTU as per requirement of the Transport Department. However, the selection of the Contract Labour will be made at the discretion of the Director Transport, UT, Chandigarh after screening the candidates as per their eligibility and criteria.

17.30 The successful bidder will arrange the Unique Number (EPF number) of every employee/contract labour to be deployed in CTU within one month from the date of allotment of contract at his own and the list of the same will be furnished to the CTU office.

17.31 These persons shall have to undergo Police Verification and the Verification Report to this effect will be submitted by the bidder to CTU for information/record.

17.32 The persons so provided by the service provider shall be of good character and of sound health and shall not be less than 18 years.

17.33 The bidder will provide two sets of complete uniform as per the prescribed pattern, colour, etc., every year at their own cost.

17.34 The bidder will ensure that the Contract Labour so provided is smartly dressed in the prescribed uniform. If the manpower provided is found without /not in proper uniform, CTU or its authorized officers reserve the right not to allow entry of such person within the premises/his place of deployment and the bidder will be bound to replace such persons with properly dressed manpower.

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

17.36 The Director Transport, Union Territory, Chandigarh 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.

17.37 The disbursement of wages to the Contract Labour will be made through e-banking / transmission / NEFT / RTGS by the bidder. This obligation is imposed to ensure that the bidder is fulfilling its commitment towards its employees so

deployed under various Labour Laws having regard to the duties of the CTU in this respect as per the provisions of the Contract Labour (Regulations & Abolition) Act, 1970. Except the contributions towards EPF/ESI, no other deduction of any type will be allowed to be made by the bidder directly or indirectly.

17.38 In case the bidder fails to provide the prescribed uniform to the contract labour so deployed, CTU will be at liberty to purchase & provide the uniform to the contract labour at the risk and cost of the Agency and expenses on this account will be recoverable out of the pending bills

17.39 The bidder will give following undertaking in the form of an affidavit on non judicial stamp paper of Rs.15/- duly attested by the Notary Public/1st Class Magistrate and the same shall be part of the agreement :-

"That we, M/s _____with office/registered office at _____shall deposit all the statutory contributions like PF, ESI EDLI and GST etc. with the appropriate authorities regularly and that we, M/s _____shall be responsible for implementation of provisions of labour laws and rules as made applicable by the appropriate Govt. in respect of contract labour for which the contract has been awarded."

"Further, we, M/s _____ shall deposit employers and employees/(Contract Labour) contributions towards EPF, ESI, EDLI and GST as applicable by the due dates and supply attested copies of the challans of the previous month. The monthly wages bill including all the statutory liabilities will, however, be released only after ensuring that all the statutory liabilities of the previous month have been deposited with the appropriate authorities through relevant challans".

In case the bidder fails to produce copies of the relevant challans, CTU will be at liberty to deduct such amounts from the bills and deposit the same with the concerned authorities. In the event of any penalty imposed by the concerned Department due to delayed deposit, the same will be paid by the bidder. Evidence of such deposits will then be supplied to the bidder. Further, ESI Code in respect of each such Contract Labour will be required to be submitted to the CTU for onward transmission to the ESI/CTU as per standing instructions.

17.40 Any obligations and/or formalities which are required to be fulfilled under the Contract Labour (Regulations & Abolition) Act, 1970 and Factory Act as amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to be awarded shall be carried out by the bidder at his own expenses and the bidder will report the compliance thereof to CTU. The bidder will solely be responsible for violation of any provision of the said Act or any other Act.

17.41 The bidder must submit an affidavit on the Non-judicial stamp paper of Rs.15/- duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of bidder/firm.

17.42 The bidder must submit an affidavit on the Non-judicial stamp paper of Rs.15/- duly attested by the Executive Magistrate or Notary Public, regarding comply with the applicable provisions of all welfare legislation and more particularly with the

Contract Labour (Regulation and Abolition) Act,1970 and other all rules and regulations/Act for the field, for carrying out the purpose of this Agreement.

18. DISCHARGE OF BID SECURITY OF UNSUCCESSFUL BIDDERS(S)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the expiry of Bid validity period and / or within 30 days from the date of signing the agreement with the successful bidder, whichever is later.

19. DISCHARGE OF BID SECURITY OF SUCCESSFUL BIDDER(S)

19.1 The bid security of the Successful Bidder(s) shall be discharged only after the Successful Bidder(s) furnishes the Contract Performance Security as required.

19.2 If the successful Bidder(s) fails to furnish the Contract Performance Security within the requisite period as specified in the 'TENDER DOCUMENT, then the Bid Security shall be liable to be forfeited by the CTU, in addition to any other actions as per terms and conditions stipulated in the RFP Document/ tender document.

20. SETTLEMENT OF DISPUTE AND ARBITRATION

20.1 Arbitration-

(a) 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 i.e. the Secretary Transport, Chandigarh Administration, Chandigarh. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the U.T., Secretariat, Sector-9, Chandigarh. (Note: The Arbitration proceedings will be regulated as per provision of 'The Arbitration & Conciliation Act, 1996 & rules framed there under as amended from time to time.

(b) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(c) Governing Law/Jurisdiction

The applicable law governing this Service Agreement shall be the law of India.

The courts of Chandigarh alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement. It is specifically agreed that no court outside and other than Chandigarh court shall have jurisdiction in the matter.

(d) Performance during Arbitration

Pending the submission of and/ or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

(e) Two Counterparts

This agreement is 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 letter of intents, it shall be taken that terms are acceptable to the Service Provider. This agreement should be got registered by the Service Provider with the Sub registrar, UT, Chandigarh on the stamp paper of appropriate value at his own cost.

21. JURISDICTION

Any dispute or difference or claim etc, shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this supply/tender.

ANNEXURE – 'A'

DETAIL OF THE TECHNICAL POSTS/ MANPOWER SERVICES AND ITS ELIGIBILITY/ QUALIFICATION CRITERIA:-

SR. NO.	DESIGNATION/ TRADE	REQUIREMENT OF POST	QUALIFICATION CRITERIA AND EXPERIENCE
1.	Jr. Technician (Tyreman)	09 Nos.	1 year ITI in Rubber Expert 2 years working experience as Tyreman works in Automobiles.
2.	Jr. Technician (Blacksmith-cum-Body Repairer)	03 Nos.	1 year ITI in Blacksmith 2 years working experience as Blacksmith works in Automobiles.
3	Jr. Technician (Carpenter)	06 Nos.	1 year ITI in Carpenter 2 years working experience as Carpentry works in Automobiles.
4	Jr. Technician (Welder)	05 Nos.	1 year ITI in Welding 2 years working experience in all types of welding works in Automobiles.
5	Jr. Technician Electrician (Auto)	10 Nos.	2 years ITI in Electrical trade or Diploma Holder (3 years) in Electrical Engineering. 2 years in maintenance of Electrical System of Heavy Commercial Vehicle. Minimum 3 months course in Computer from any institute
6.	Jr. Technician (Radiator Repairer)	01 Nos.	Basic qualification Matriculation (10^{th}) 3 years working experience in repair of radiators works in Automobiles.
7.	Jr. Technician (Turner)	02 Nos.	1 year ITI in Turning 2 years working experience of all types of turner works in Automobiles.
8.	Jr. Technician (AC Mechanic)	07 Nos.	i) 2 years ITI in Refrigeration and Air Conditioning ii) 2 years working experience in maintenance of heavy AC commercial vehicle (Air Conditioning System)
9.	Jr. Technician (Mechanic)	50 Nos.	i) 2 years ITI in Diesel Mechanic / Motor Mechanic or Diploma Holder (3 years) in Mechanical Engineering ii) 2 years working experience in maintenance of Diesel Engines of heavy commercial vehicles iii) Minimum 3 months course in Computer from any institute
	Total	**93 Nos**.	

Note:- The above technical posts/ manpower services is the approximate requirement based upon the requirement of the Transport Department /CTU. Hence, the post (s) may be increased or decreased as per actual requirement of the department.

ANNEXURE-'B'

UNDERTAKING

I/We/our _____ Name/Service Provider/ Partner/ Sole Proprietor (strike out which is not applicable) of (Firm) _____ do hereby solemnly affirm, declare and undertake that: -

(a) I undertake to furnish a valid Labour License in the relevant trade/field not less than the numbers of persons as mentioned under Clause mentioned in the Tender Document, 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 tenders (s).

(b) In case, I do not possess the valid Labour License issued by the Chandigarh Administration in the relevant trade/field 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 License will be obtained from the Chandigarh Administration, if succeeded, in getting the service contract and furnish the same to this department within 30 days from the date of issue of Award of Contract and I will furnish the valid License issued under Factory/Industrial Act by the Chandigarh Administration within stipulated period as specified by the Director Transport, failing which the Award of Contract shall be rejected and Earnest Money be forfeited.

(c) I undertake that I shall obtain all Registration(s)/Permission(s)/License(s) etc. which are/may be required under any Labour Law, other Legislation(s) and Factory/Industrial Act, 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 Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to my/our employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act, 1936, Minimum Wages Act, 1948 (Act XI of 1948), Chandigarh Contract Labour (Regulation & Abolition) Rules, 1970, Factory/Industrial Act and rules framed there under for the category of persons employed by me 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 I am fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

(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.

(SIGNATURE)

ANNEXURE – 'C'

(Note: To be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate/Notary Public)

AFFIDAVIT

1. I/We/our _____Name/ Service Provider/ Partner/Sole Proprietor (strike out which is not applicable) of (Firm)_____do hereby solemnly affirm and declare that I/We/Our individual/ firm/ companies are not blacklisted/prosecuted by any Central/State Governments/ Union Territories / Departments/Offices/ Statutory Bodies / Autonomous Organizations / Research Institutions/any court of law or any partner or share holder thereof not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

2. I, the undersigned, have read and understood the above detailed terms and conditions as well as Tender Notice and undertake to abide by them.

DEPONENT

Place _____ Address _____

Date _____ Mob. No._____

PAN/TAN No. _____

Mail ID _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been kept concealed there from.

Place _____ DEPONENT

Date _____

ANNEXURE – 'D'

SERVICE AGREEMENT

THIS AGREEEMENT is made on this _____ day of _____ 20____ between the Administrator of Union Territory, Chandigarh through Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh (hereinafter referred to as the "Transport Department, U.T., Chandigarh" unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s _____ _____ a Firm/Partnership Firm constituted _____ having its registered office at _____ (hereinafter referred to as "Service Provider") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their respective heirs, executors, administrators and successors/the partner(s)/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 to the Transport Department, U.T., Chandigarh under this Agreement.

AND WHEREAS, on the aforesaid representation made by the Service Provider to the Transport Department, U.T., Chandigarh, both the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITHNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER.

1. Service Provider's Representations and Warranties :

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

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

has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, a capacity and capability to perform its obligations in accordance with the terms of this agreement and to the entire satisfaction of the Transport Department, U.T., Chandigarh;

shall on the execution of this Agreement and while providing services to the Transport Department, U.T., Chandigarh, not to violate, breach and contravene any conditions of this agreement.

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

2. Obligations of the Service Provider:

2.1 The Service Provider shall operate and provide service to Transport Department, U.T., Chandigarh, as per the requirements elaborated in the Scope of Work.

2.2 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 for maintaining its performance as determined by the Transport Department, U.T., Chandigarh from time to time.

2.3 The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.

2.4 If the Transport Department, U.T., Chandigarh notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Services Provider who has to take corrective steps immediately to avoid recurrence of such incidents(s) and report to the Transport Department, U.T., Chandigarh.

2.5 If any personnel of the Service Provider indulge in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the Transport Department, U.T., Chandigarh or itself can take action in accordance with law.

2.6 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.

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. The successful bidder shall be required to execute this Agreement on stamp paper of appropriate value to be got registered with the Sub-Registrar, U.T. Chandigarh at his own cost.

4. Terms of Agreement:

This Agreement shall be effective for a period of 1 (one) year on the same rate of Administration Charges, terms and conditions as accepted by the Service Provider subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of this Agreement.

5. Security Deposit:

The Service Provider shall be required to deposit the requisite Security Performance pertaining to the module in the form of Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in an acceptable form drawn in the name of the Director Transport, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh payable at Chandigarh, which shall remain valid for 15 months or upto the service agreement may be extended.

6. Forfeiture of Security Deposit:

The Transport Department, U.T., Chandigarh 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.

7. Commencement of Services/Activities:

The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of assignment. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of default 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 agreement. 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 agreement and the same 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.

8. Recruitment/Removal of personnel by the Service Provider:

Recruitment/removal of workers by whom the services provided for _____ (i.e. no. of persons to be deployed as per their eligibility conditions) mentioned in the Scope of Work to be deployed at Transport Department, U.T., Chandigarh during the period of this Agreement shall be made on the recommendations of the Committee(s) to be constituted for the purpose by the Transport Department, U.T., Chandigarh. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their name, age, parentage, address both residential and

permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in Transport Department, U.T., Chandigarh as well as any subsequent changes, if any, of his employees.

9. Formulation of Mechanism and Monthly Duty/Assignment Chart:

On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and monthly duty/assignment chart for circulation of their deployment in the Transport Department, U.T., Chandigarh for the approval of the Officer-in-Charge of the said services. He shall visit the Transport Department, U.T., Chandigarh in order to interact with Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh, for ensuring the effective arrangements at his level and keep on reviewing his arrangements form 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 do the work given by the Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.

10. Determination of quality of Services/Activities:-

The decision of the Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, 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 Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh shall 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.

11. Supervisory Control:

The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all 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 Transport Department, U.T., Chandigarh.

12. Surprise Check:

The Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, 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 persons(s) are deployed and that they are performing their duties efficiently and satisfactory. In case, any person so deployed by the Service Provider is not 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 take notice of the same and replace the particular person(s) so deployed.

13. Relationship of Persons deployed by Service Provider with Director Transport, U.T., Chandigarh:

The persons so deployed by the Service Provider for the execution of this Agreement shall be the employees of the Service Provider for all intents and purposes and in no case, there shall be any relationship of master-servant or employer and employee between the said persons and the Transport Department, U.T., Chandigarh, either implicitly or explicitly.

14. 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 their 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 such person.

15. Terms of Payment/Submission and Verification of Bills:

The terms of payment/submission and verification of bills/fees and charges for the service/activities to be rendered by the Service Provider are as agreed to between the parties.

16. Discipline and conduct:

16.1 It is the responsibility of the Service Provider to provide the uniform to its personnel and expenditure on this account shall be borne by the Service Provider. The wearing of uniforms by the personnel(s) of the Service Provider deployed on duty in the Transport Department, U.T., Chandigarh shall be compulsory.

16.2 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 Transport Department, U.T., Chandigarh and may be inspected at any time by the officers so authorized by the Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh. The Transport Department, U.T., Chandigarh 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.

16.3 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, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.

16.4 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 and uninterrupted functioning of the Services/Activities within the Scope of Work and no extra payment shall be made to the reservist(s).

16.5 The Services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of this Transport Department, U.T., Chandigarh. 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.

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

16.7 The Service Provider should ensure that the personnel(s) so deployed by him in Transport Department, U.T., Chandigarh shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Transport Department, U.T., Chandigarh from time to time. In case of any deficiency in services or disobedience by the personnel(s) so deployed by the Service Provider, the Transport Department, U.T., Chandigarh shall be at liberty to impose a penalty up to Rs. 1000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the Transport Department, U.T., Chandigarh shall be final and binding on the Service Provider. The Transport Department, U.T., Chandigarh 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.

17. Nature of Agreement:

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

17.1 This Agreement does not create and shall not deem to create any master-servant or employer-employee relationship between Transport Department, U.T., Chandigarh and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any persons that the Service Provider is representing or acting as agent of Transport Department, U.T., Chandigarh except to the extent and purpose permitted herein.

17.2 This Agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the personnel(s) employed by the Service Provider for providing services as mentioned herein, will be the employees of the Service Provider only and not of Transport Department, U.T., Chandigarh. The Service provider shall be liable to make payment to its employees towards their statutory dues like Minimum Wages, Employees Provident Funds, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.

17.3 The Transport Department, U.T., Chandigarh, shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider‘s employees /agents directly and/or indirectly, in any manner, whatsoever.

18. Statutory Compliance(s):

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

18.2 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 shall indemnify and shall always keep Transport Department, U.T., Chandigarh indemnified against all losses, damages, claims, actions taken against Transport Department, U.T., Chandigarh by any authority/office in this regard.

The Service Provider shall undertake to comply with the applicable provisions of all welfare legislations and more particularly with the contract labour (Regulation and Abolition) Act, 1970 and Rules framed there under, as applicable, for carrying out the purposes 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 personnel(s) 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 of laws, if any.

19. Indemnification:

19.1 The Service Provider shall keep the property of Transport Department, U.T., Chandigarh intact, 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 own cost. In case Transport Department, U.T., Chandigarh is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on Transport Department, U.T., Chandigarh in this respect.

19.2 The Service Provider shall at all times indemnify and keep indemnified Transport Department, U.T., Chandigarh against any claim on account of disability/death of any its personnel caused while providing the services within the premises of Transport

Department, U.T., Chandigarh, which may be made under the Workmen's Compensation Act, 1923 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequences 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 personnel(s) whether in the employment of the Service Provider or not, who provided or provides the service in the premises of Transport Department, U.T., Chandigarh shall be as provided herein before.

19.3 The Service Provider shall at all time indemnify and keep indemnified the Transport Department, U.T., Chandigarh, against any claim by any third party for any injury, damage to the property or person of the Third party or any for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at Transport Department, U.T., Chandigarh, premises or before and after that.

19.4 That, if at any time, during the operation of this Agreement or thereafter, Transport Department, U.T., Chandigarh, is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or Tribunal, 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 as mentioned in sub-clauses No. 20.1, 20.2, 20.3 herein above, the Service Provider shall immediately pay to Transport Department, U.T., Chandigarh all such amount and costs also and in all such cases/events , the decision of Transport Department, U.T., Chandigarh shall be final and binding upon the Service Provider. The Transport Department, U.T., Chandigarh shall be entitled to deduct any such amount as aforesaid, from the Security Deposit from any pending bills of the Service Provider.

20. Liabilities and Remedies:

20.1 In the event of failure of the Service Provider to provide the service or part thereof as mentioned in this Agreement for any reasons whatsoever, the Transport Department, U.T., Chandigarh, shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay to Transport Department, U.T., Chandigarh, the difference of payments made to such other sources besides damages at double the rates of payment made by Transport Department, U.T., Chandigarh, 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 the damages charges with the Transport Department, U.T., Chandigarh, within the stipulated period of 15 days, the same will be recovered by Transport Department, U.T., Chandigarh, from the pending dues, if any, etc. of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full.

20.2 In the event of exigencies arising due to the Death, Infirmity, Insolvency etc. of the Service Provider or any for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Director Transport, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh, may think proper in public interest.

(i) Legal heirs in case of sole proprietor,

(ii) The Partners, in the case of Partnership firms, Directors & Other persons responsible for managing day to day affairs of Company.

(iii) Otherwise the Director Transport, U.T., Chandigarh shall reserves the right to settle the matter according to the circumstances of the case, as he may think proper.

21. Losses Suffered by Service Provider:

The Service Provider shall not claim from Transport Department, U.T., Chandigarh, any damages, cost, 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 service under this agreement.

22. Removal of personnel on termination of Service:

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the agreement and ensure that no person shall create any disruption/hindrance problem of any nature to the Transport Department, U.T., Chandigarh.

Complete Address of Department	**Complete Address of the Service provider**
Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase 1, Chandigarh.	_____ _____

CHANDIGARH TRANSPORT UNDERTAKING CHANDIGARH

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the Tender documents are important and required to be complied with.

2. In addition to uploading of scanned copies of all the requisite documents online as per Tender documents, the Bidder is also required to submit the EMD as per tender physically on or before the closing date of bid mentioned in the Tender Notice.

3. The Earnest Money Deposit of Rs.5,00,000/- (Rupees: Five lakh only) in the shape of Account Payee Demand Draft/FDR or Bank Guarantee from any of the Scheduled/Commercial banks, drawn in favour of the "**Director Transport, U.T. Chandigarh"** payable at Chandigarh **OR the MSME valid Registration Certificate in respect of the bidder**. Earnest Money in any other form is not acceptable and the bid shall be liable to be treated as invalid.

4. Price Bid should be quoted in the **Electronic Formats only** i.e. the Financial Bid.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

Sr. No.	Particulars	Reference page
1.	Name of the bidding manufacturer and location of its office with complete address and Telephone/Email/Fax Nos. and complete details of the contact	
2.	Copy of the constitution / partnership deed of the firm duly registered with Registrar of Firms or Certificate of Incorporation.	
3.	Registration(s) / permission(s) / license(s) etc. such as valid Labour License **(Regulation and Abolition) Act, 1970 and Factory Act**, EPF, ESI & EDLI License/Code Number, which are required under any Labour Law and other Legislation for providing the services under the Service Agreement.	__ to ___
4	Valid license issued by the Deputy Commissioner, UT, Chandigarh to provide manpower.	
5	Bank Solvency Certificate at least amounting to **Rs.50,00,000/-** (Rs. Fifty Lakh only).	
6.	Attested copy of valid PAN/TAN and GST Nos. issued by the Competent Authority in respect of the bidder.	
7.	EMD of Rs.5,00,000/- by way of Account Payee Demand Draft or FDR or Bank Guarantee in favour of **Director Transport, U.T., Chandigarh** payable at Chandigarh **OR the MSME valid Registration Certificate in respect of the bidder**.	
8.	Tender documents duly signed and stamped on each paper.	
9.	Affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer /bidding firm.	
9.	Experience certificate in providing manpower not less than 100 persons in a single or multiple contract to any state Government/ Central Govt./STUs/ PSUs/ institution(s) /Organization in each year during last two years on the date of receipt/ opening of this tender.	
10.	Copy of balance sheet for minimum average annual turnover of Rs.1.00 Crore during last three years duly attested/audited by Charted Accountant (CA) alongwith copy of valid ITR.	
11.	Any other relevant information.	

Place: _____ Dated: _____

Signature of Tenderer

Full Name of the Tenderer _____

_____

Address _____

_____