

**CHANDIGARH ADMINISTRATION**

**TRANSPORT DEPARTMENT,  
U.T., CHANDIGARH.**

**IMPORTANT INSTRUCTIONS**

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure to produce the original documents such as EMD, Affidavit, Eligibility Documents and other necessary documents physically within the prescribed time limit.
3. The Earnest Money Deposit is acceptable in the form of Fixed Deposit Receipt or Account Payee Demand Draft from any of the commercial banks in an acceptable form, which should be valid for 180 days beyond the final bid validity period and drawn in the name of the Director Transport, U.T., Chandigarh payable at Chandigarh. Earnest Money in any other form is not acceptable and the tender shall be liable to be treated as invalid.
4. The EMD and Eligibility Documents should be provided before opening the Technical Bid.
5. Price Bid should be quoted in Electronic Format only.

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER**

1.	Name of the Registered firms/Companies/Proprietor, Location of its office with complete address both residential and permanent and Telephone/Fax Nos. given or not ?	Yes/No
2.	Status of Organization (whether Private/Public sector-undertaking/ Sole Proprietor/Partnership/Cooperative Society etc.? If so, a copy of the constitution/partnership deed of the firm duly registered with Registrar of Firms has been attached or not?	Yes/No
3.	Whether the Bid Guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Account Payee Demand Draft from any of the commercial banks in an acceptable form, which should be valid for 180 days beyond the final bid validity period and drawn in the name of the Director Transport, U.T., Chandigarh, for an amount pertaining to module has been attached or not ?	Yes/No
4.	Whether the Technical bid has been attached and Price Bid quoted in Electronic Format or not?	Yes/No
5.	Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/firm has been attached or not ?	Yes/No
6.	Whether attested copy of valid Income Tax Clearance Certificate/ PAN/TAN No. issued by the competent authority has been attached or not ?	Yes/No
7.	Whether the self attested copy of Service Tax No. issued by the competent authority has been attached or not ?	Yes/No
8.	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 or not ?	Yes/No
9.	Whether the tenderer(s) has attached or not an experience certificate of Two years ( <b>2013-2014, 2014-2015</b> ) for providing minimum 300 persons manpower to Government Department/Offices /undertakings/Boards Corporations etc in a single contract on the date of submission of tender.	Yes/No
10.	Whether the tenderer attached the Latest Solvency Certificate amounting to Rs. 50,00,000/- issued by the Scheduled bank	Yes/No

11.	Whether the tenderer attached the Copy of valid licence issued under the Private Security Agencies (Regulation) Act, 2005	Yes/No
12.	Whether a copy of the trading, Profit & Loss account with Balance Sheet showing minimum turnover of Rs. 2.00 Crore for the three years preceding to the current financial year, have been Submitted On-line?	Yes/No
13.	Any other relevant information.	Yes/No

Place: \_\_\_\_\_

Signature of Tenderer\_\_\_\_\_

Dated: \_\_\_\_\_

Full Name of the Tenderer\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

**CHANDIGARH ADMINISTRATION  
TRANSPORT DEPARTMENT,  
U.T., CHANDIGARH**

**TENDER DOCUMENT  
TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF  
SERVICES/ACTIVITIES  
INSTRUCTIONS/GUIDELINES FOR TENDERERS.**

1. A copy of Tender Notice is at **Annexure- 'A'**.
2. The Terms and Conditions and 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'**.
4. A copy of the terms of payment is at **Annexure-'D'**.
5. Technical Bid Performa for evaluation of technical performance of the Tender is at **Annexure-'E'**.
6. A copy of the undertaking regarding compliance of statutory obligations is at **Annexure-'F'**.
7. Performa of an affidavit regarding Non-Black Listing/Non-Prosecution is at **Annexure-'G'**.
8. Performa of detail of modules is at **Annexure 'H'**.
9. The Service Provider, being the employer in relation to persons engaged/employed by him to provide the services 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 notified by the Deputy Commissioner, Chandigarh from time to time under the Payment of Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition ) Act, 1970 and rules framed thereunder from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, 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, Compensation etc. etc to his employees employed under the service agreement. The Administrative/Service Charges in %age (percentage) shall include bonus as per provision of Payment of Bonus Act 1965.**
10. The tenderer(s) should submit their tender in three parts i.e (i) Bid Guarantee (Earnest Money Deposit) (ii) Technical Bid (iii) Price Bid.
  - (i) The above documents should be submitted online through 'e-tender' portal (<http://www.etenders.chd.nic.in>).
  - (ii) **The Tender shall be awarded to the tenderer, who quote the lowest offer of Administrative Charges in percentage terms in the Price Bid, provided he fulfills all other terms and conditions of the tender document.**
11. The tenderer should keep his offer valid for acceptance for a period of 180 days from the date of opening the Price Bid. In case, the tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
12. The e-tender must be accompanied with Earnest Money Deposit (EMD) for the amount pertaining to the module 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 from any of the commercial banks in an acceptable form, which should be valid for 180 days beyond the final bid validity.
13. The e-tender without the fixed Earnest Money Deposit or not in the form specified above i.e Fixed Deposit Receipt or Account Payee Demand Draft shall not be entertained and rejected straightway.

14. EARNEST MONEY/SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I,, Chandigarh in connection with any other tender/case shall not be considered/ adjusted against this tender.
15. 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.
16. This tender form is not transferable.
17. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
18. **The quoted Administrative Service charges by the tenderer shall remain valid for the whole period of contract for 3 years (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, Contract Labour (Regulation & Abolition) Act, 1970 and Rules framed thereunder, 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 and or any other rules framed there under etc. etc.
  - (b) To comply with the provisions of the Income Tax Act, 1961, Service Tax etc., as applicable or as amended from time to time. Any other expenses to be incurred in compliance with the provisions of the Service Agreement such as Uniform, Identity Card, Name Plates etc.
19. 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.
20. The last date and time for receipt of EMD physically is **18.01.2016 at 14.00 hours**. The tenderer himself will be responsible to ensure that his EMD is received on or before the said last date and time in office room of the Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase 1, Chandigarh. Any EMD, which is submitted/received after the last date and time shall not be considered under any circumstances. The Transport Department, U.T., Chandigarh shall not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the EMD at the above said designated room, beyond the last date and time.
21. Online e-tender (Technical Bid) shall be opened on **20.01.2016 at 14.00 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 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.
22. The tenderer(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.
23. Only Registered firms/Companies/Proprietor are eligible to furnish tender and the tenderer(s) should attach an attested copy of the partnership deed duly registered with the Registrar of Firms.
24. Subletting of contract is not allowed under any circumstances.

25. The tenderer(s) must furnish the latest valid Income Tax Clearance Certificate (2013-2014 and 2014-2015), PAN/ TAN No., Service Tax Number issued by the competent authority alongwith Technical Bid.
26. The tenderer(s) should be registered under the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, 1971 framed there under and having copy of valid licence issued under the Private Security Agencies (Regulation ) Act 2005 and should furnish an self attested copy of the valid Labour Licence issued by the Chandigarh Administration alongwith self attested photocopies of paid challans in support of having deposited contribution of EPF/ESI/EDLI/Service Tax with the concerned local authorities alongwith the Technical Bid.
27. The tenderer(s) are directed to submit their reasoned and justified rates of their Administrative charges after taking into consideration the deduction of TDS and other statutory deductions payable at source etc.
28. The tenderer(s) should furnish an experience certificate of atleast two year **(2013-2014, 2014-2015)** on the date of receipt of tender, alongwith the list of such Institution(s)/Organization(s) and also attach certificate of its satisfactory working/ performance from the Institution(s)/Organization(s) mentioned in the list.
29. In case of violation of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited in full along with interest thereupon by the Director Transport, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh.
30. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tender shall render the same liable for rejection.
31. The contract shall be awarded initially for a period of **two year, which may further be extendable for another one year** on the same rates, terms and conditions accepted by the tenderer(s) subject to satisfactory performance of the services and statutory compliance of all the terms and conditions of the Service Agreement. This will, however, be further subject to the approval of the Competent Authority.
32. 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.

**ANNEXURE-A**  
**e-TENDER NOTICE**

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

**OUTSOURCING OF MANPOWER SERVICES CONTRACTS**

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the Registered firms/Companies/Proprietor for the outsourcing of following services of Transport Department, U.T., Plot No. 701, Industrial Area, Phase I, Chandigarh.

1. Tenderers are required to quote their rates per month in percentage term for the outsourcing of following services of Transport Department.

Sr. No.	Outsourcing of Services			EMD (in Rupees)	Estimated cost of Annual Contract	Security Deposit
1.	Manpower Services			Rs.	Rs.	Rs.
	Sweeper	6	May be increased or decreased	1,45,000/-	71,83,020/-	3,60,000/-
	Mali	3	May be increased or decreased			
	Peon/Helper	4	May be increased or decreased			
	Security Guards	34 (25 SG + 2 Sup. + 7 SG with arms)	May be increased or decreased			

2. Each tenderer must submit in physical form a crossed bank demand draft of Rs.1,45,000/- (Rupees One Lakh Forty Five Thousand only) as Earnest Money drawn on any Scheduled bank at Chandigarh in favour of Director Transport, U.T., Chandigarh in the office of the Divisional Manager, CTU & Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **18.01.2016 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through bank draft/FDR also in physical form along with the affidavit in original within the stipulated date and time shall not be considered and shall be rejected out rightly.

3. The tenderers can download the detailed bid documents from the website of Chandigarh i.e. **<http://etenders.chd.nic.in/nicqep/app>**. Tender documents completed in all respect duly signed must be uploaded on the above said website on or before **18.01.2016 upto 14.00 hours**. The technical bid shall be opened on **20.01.2016 at 14.00 hours**. Financial bids of only those bidders will be opened who qualify the technical bids and the date for which will be intimated later on. No tender/any documents shall be accepted in physical form under any circumstances.

4. The Director Transport, U.T., Chandigarh shall have right to accept or reject tender without assigning any reason.

5. The tenderers can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.00 a.m. to 5.00 p.m. in case any query/clarification regarding e-tendering process (Phone No. 0172-2679003 Extension 216) or HELPLINE No. 0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector 9-D, Chandigarh.

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

**ANNEXURE-B**  
**CHANDIGARH ADMINISTRATION**  
**TRANSPORT DEPARTMENT**  
**U.T., CHANDIGARH**

**(A) TERMS & CONDITIONS**

1. The bidder is required to provide various categories of manpower as listed in the Technical Bid for performing various duties in the office/bus stand/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 manpower from time to time and the billing shall be done proportionately by the Tenderer as per the agreed contractual amount.
2. (a) The Tenderer should be professional agency having valid license to provide manpower and other documents and should have experience of two years in providing Manpower/ Contract Labour preferably in the field of providing security, manpower etc., and must have national presence by employing not less than 300 persons in various organizations in each year during last three years. Proof of Balance Sheet (2013-2014 and 2014-2015), Income Tax (2013-2014 and 2014-2015) etc should also be attached.  
  
(b) The bidders should have an ISO certification 9001-2000. The proof should be attached with the tender.
3. The bidder shall furnish Earnest Money Deposit (EMD) of Rs. 1,45,000/- (Rupees One Lakh Forty Five Thousand only) separately by way of Demand Draft/ Banker Cheque/FDR also drawn on any scheduled bank at Chandigarh in favour of the Director Transport, CTU, UT, Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. The EMD of the unsuccessful bidders shall be returned after the allotment. The EMD of the successful tenderer shall be returned after furnishing the security deposit and signing of agreement/licence deed. In case the successful bidder backs out, 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.
4. The bidders should have to submit a bank solvency certificate at least for Rs. 50.00 lakh which should be issued by the bank after the publication of tender. The proof should be attached with the tender.
5. (a) Tenders shall be in three parts i.e. Bid Guarantee (Earnest Money) (Part "A"), Technical Bid (Part "B") & Financial Bid (Part "C").  
  
(b) The bidder should be submitted Earnest Money (EMD) of Rs.1,45,000/- (Rupees One lakh, Forty Five Thousand Only) in the shape of Bank Draft/Pay Order/FDR of any Scheduled Bank drawn in favour of DIRECTOR TRANSPORT, CHANDIGARH TRANSPORT UNDERTAKING, CHANDIGARH.

- (c) The Technical Bid (Part „B“) should contain complete information as detailed in Technical Bid (Part „B“), Clarification if any, wherever necessary will be obtained from the concerned tenderer. The information as required in Part `B" & supporting documents have to be submitted on e-tender in the form of scanned copies. After necessary appraisal of the tenderer"s experience and technical expertise, technical short-listing will be done. **Technical Bid shall, however, be uploaded as per prescribed Performa available on- line.**
- (d) The Financial Bid (Part "C") containing the percentage of service charges only, to be quoted by the tenderers, will be opened in respect of only those tenderers who are found technically eligible, based upon assessment made of credentials, etc. of the tenderer(s) and the information given in Technical Bid (Part „B“). The tenderers 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 date of opening of Financial Bids will be intimated to the shortlisted tenderers. **Financial Bid for online bidding shall however be as per the BOQ available at e-tendering site.**
- (e) **The Tender shall be awarded to the tenderer, who quote the lowest offer of Administrative Charges in percentage terms in the Price Bid, provided he fulfills all other terms and conditions of the tender document.**
5. **The contract awarded shall be a commercial agreement and not one of creating any employment.**
6. Tender should only be uploaded by authorized representative of the firm.
7. The validity of tender shall be for 180 days from the date of receipt and the finally approved tender will initially be for two years from the date of award of contract with a provision to extend by further period of one year (**total contract period of three years**), depending upon the satisfactory performance of the agency and adherence to the timely payment of statutory liabilities. The assessment of performance shall be the sole discretion of the Director Transport, CTU and no representation/request for extension of contract for next year shall be entertained. The Agency will be given one month's time to arrange suitable Contract Labour and take over the business.
8. 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 Service Tax, as applicable, etc. which will also be payable by CTU over & above **D.C.** rates. However, bidder's Service/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 service charges quoted will not be entertained. Therefore Agency should quote only justified rates considering TDS deductions as applicable.
9. Income Tax applicable, if any, as per Income Tax Act shall be deducted from the monthly bill (gross amount) of the tenderer.



10. (i) The tenderer must have a **valid license** from the licensing authority under the Contract Labour (Regulation and Abolition) Act, 1970 with its update renewal. Any obligations and /or formalities which are required to be fulfilled under the Contract Labour (Regulations & Abolition) Act, 1970 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 tenderer at his own expenses and the tenderer will report the compliance thereof to CTU. The tenderer will solely be responsible for violation of any provision of the said Act or any other Act.
- (ii) The tenderer must have a copy of valid licence issued under the Private Security Agencies (Regulation) Act, 2005
- (iii) The tenderer/bidder must have valid EPF Code No. /ESI Code No./ Service Tax Code/PAN/TAN No. Further all the contract employees/labour deployed by the tenderer/bidder for the contract/tender must be a member of Provident Fund. Proof of deposit of EPF/ESI in balance sheet should be reflected. The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), Service Tax 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 with the bill of succeeding month. The CTU will not be responsible for any liability on this account, whatsoever.
- (iv) The successful tenderer 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.
- (v) 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.
- (vi) These persons shall have to undergo Police Verification and the Verification Report to this effect will be submitted by the tenderer to CTU for information/record.
- 11.(a) The employees of the service providers shall be of good character and of sound health and shall not be less than 18 years.
- (b) The tenderer will provide two sets of complete uniform as per the prescribed pattern, colour, etc., every year at their own cost.
- (c) The tenderer will ensure that the Contract Labour so deployed is smartly dressed in the prescribed uniform. If the manpower deployed 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 tenderer will be bound to replace such persons with properly dressed manpower.
- 12 (i) The tenderer will give following undertaking in the form of an affidavit on non judicial stamp paper of Rs.15/- duly attested by the Notary Public/1<sup>st</sup> 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 service tax, 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 Service Tax 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 tenderer 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 tenderer. Evidence of such deposits will then be supplied to the tenderer. 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.

- (ii) The disbursement of wages to the Contract Labour will be made in cash/Cheque by the tenderer in the respective outlets by 7th of every month in the presence of representatives of the CTU. This obligation is imposed to ensure that the tenderer 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 tenderer directly or indirectly.
- (iii) In case the tenderer 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.

#### **Compensation to the deployed staff**

- 13. It is clearly understood that the Contract Labour deployed by the tenderer 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 deployed by the tenderer except that they have to carry out the orders of the authorized/Controlling officers of CTU.
- 14. CTU will not be liable for any action of the tenderer, direct or indirect, or to any claim, damages, compensation that might become payable to the employees of the tenderer 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 tenderer while performing their duties within/outside the premises or damage of any other kind. The tenderer will always keep CTU or its officers fully indemnified against any such claim or damages.

#### **Indemnity**

- 15. 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 tenderer during the validity of the contract, the tenderer will be liable to reimburse/make good the

loss, so suffered by CTU. The tenderer 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.

### **Compliance of statutory provisions of Law**

16. The tenderer 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 tenderer will be liable to all the consequences and in case of any such breaches, if CTU incurs any obligations then the tenderer will be responsible to reimburse to CTU any loss, monetary or otherwise, occasioned on account of any such breach or contravention.
17. In case any person deployed by the tenderer enters into dispute of any nature, whatsoever, it will be the sole responsibility of the tenderer 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 tenderer in advance on demand. Further, the tenderer 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 tenderer and will keep the CTU indemnified in this respect.
18. The tenderer will not sublet, transfer or assign the contract or any part thereof to any other party.
19. The tenderer will be duty bound to provide the specified no. of Contract Labour as per the requirement of bus stand/workshop etc., for which the contract has been entered, to the entire satisfaction of the concerned branch of CTU.
20. The Contract Labour will be required to perform their duties in the bus stand/workshop etc., of the CTU as per requirement of the bus stand/workshop etc.,. However, the selection of the Contract Labour will be made at the discretion of the Director Transport after screening the candidates.
21. Director Transport/General Manager/Asstt. Controller (F&A)/Incharge or any other authorized officer will be at liberty to send any Contract Labour back after intimating the tenderer 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.
22. If the services provided by the tenderer 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 tenderer.
23. The CTU will not be in any manner concerned with the internal affairs of the tenderer i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the tenderer may be having.
- 24.(a) In case of non providing/ providing of less number of persons, The Director Transport, CTU 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.

- (b) In case penalty is imposed for more than 5 occasions on the tenderer on account of non providing/ providing of less number of persons to the CTU, the tenderer is liable to be considered for cancellation of contract, forfeiture of security along with interest thereupon and blacklisting of the firm upto the period of 3 years, for further tendering.
25. The licensee, at the time of execution of the agreement/licence deed, shall furnish a security deposit equal to four months licence fee in the form of Fixed Deposit Receipt (FDR) from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, UT., Chandigarh. In the event of breach or non-observance of any of the terms and conditions of this licence deed the Director Transport, U.T; Chandigarh may forfeit the security either in full or in part. The remaining security, if any, will be refunded to the licensee after the settlement of financial bids on the expiry of the licence period.
26. The tenderer will submit the consolidated wage bill consisting of basic wages, statutory liabilities and tenderers service charges for the categories of persons deployed for duty in any CTU outlet(s) duly supported with the following documents:
- (i) Attendance report duly signed by any authorized officer of CTU.
- (ii) Documents in support of deposit of EPF/ESI/EDLI/Service tax of the previous month by 3<sup>rd</sup> day of the following month, alongwith the list of contract labour in respect of whom statutory liabilities have been deposited.
- (iii) The wage bill including Basic Wages and Statutory liabilities except tenderer's service charges will then be processed for payment by the respective unit and the formalities will be completed for the release of payment by 7<sup>th</sup> of every month. The tenderer 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, on personal level in order to ensure timely payment of wages to the Contract Labour.
- (iv) The tenderer 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 tenderer will be responsible to arrange annual statement of EPF from the office of the regional provident fund commissioner and distribution labour in time. The tenderer 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.
- (v) 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.
- (vi) Leave reserve for weekly rest and other holidays/national holidays shall be provided by the service provider and no extra charge shall be paid in this regard by the department.

27. On the expiry of the contract, the personnel deployed by the tenderer will be relieved automatically. However, the tenderer 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 personnel by the tenderer, it will be the entire responsibility of the tenderer to pay and settle the same. The tenderer will comply with all the orders/awards passed by the competent authority/court in respect of the personnel engaged by it.
28. 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, Chandigarh.
29. The contract may be terminated on any of the following contingencies:-
- a) On the expiry of the contract period;  
OR
- b) A **notice of 15 days at any** time during the currency of services in case the services rendered by the tenderer are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;  
OR
- c) For committing breach of any of the terms and conditions of the contract by the tenderer;  
OR
- d) On assigning the contract or any part thereof or any benefit or interest therein or there-under by the tenderer to any third person or subletting the whole or a part of the contract to any third person;  
OR
- e) On tenderer being declared insolvent by the competent Court of Law. During the Notice period for termination of the contract, in the situations contemplated above, the tenderer will keep on discharging his duties as before till the expiry of notice period. It will be the duty of the tenderer to remove all the persons deployed 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.
30. Tenderer shall not be allowed to be represented by a lawyer.
31. The aforementioned terms & conditions will be binding and operative between the tenderer (Contractor) and the CTU.
32. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
33. In the event of any dispute or difference arising out of or in any way touching or concerning this tender, whatsoever (except as to matters the decision of which is specifically provided under this contract), the same shall be referred to the sole arbitration of the Director, CTU, or any person appointed by him/her. The award of such arbitrator will be final and binding on both the parties hereto. The Arbitration and Conciliation Act, 1996, will apply to the arbitration proceedings.

**NOTE: 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 merit will be prepared by giving the weightage marks (Total (25 Marks) which have been fixed as under:-**

- (i) The bidders should have minimum experience of 2 years (4 marks) in this field as on 31.03.2015. An additional experience will also be considered for weightage marks up to maximum 5 years (2 marks per year x 3 years = 6 Marks) years as on 31.03.2015 maximum total 10 Marks.
- (ii) The bidders should have at least one work order for more than Rs. 2.00 Crore (2 Marks) in Govt. Department. An additional turnover at same work order will be considered for weightage marks upto maximum turnover of Rs. 5.00 Crore (1 marks per 1 crore x 3 crore) as on 31.03.2015 (maximum total 5 Marks).
- (iii) The bidders should have an ISO Certification 9001-2000 (5 Marks).
- (iv) The bidders should have to submit a bank solvency certificate at least for Rs. 50.00 Lakh which should be issued by the bank after the publication of tender (5 Marks).

However, in case of tie (if occurred) even after awarding weightage marks, then the open draw will be conducted to decide to successful bidder.

**(B)**

**SERVICE AGREEMENT**

THIS AGREEMENT 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 WITNESSETH 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/licences/authorizations under the Central, State and local authorities and had obtained all the required permissions/licences 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 at Annexure-'C'.

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 tenderer 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 maximum period of 3 (three) years 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 pertaining to the module at **Annexure I** in the form of Fixed Deposit Receipt or Deposit-at-Call or Term Deposit Receipt from any of the Commercial Banks in an acceptable form drawn in the name of the Director Transport, Department, U.T., Plot No. 701, Industrial Area, Phase 1, Chandigarh payable at Chandigarh, which shall remain valid for 3 years i.e. covering the contract period of agreement of two years including 1 year extension 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 at Annexure-‘C’ 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 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 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 over all 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 at Annexure 'D' 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 at Annexure-'C' 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.
- 18.3 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.
- 18.4 The Service provider shall give an undertaking by the 22<sup>nd</sup> of each month to Transport Department, U.T., Chandigarh that he has complied with all the statutory obligations. A draft of the said undertaking is attached herewith as **Annexure-'G'** to this Agreement.

**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. Termination:**

The contract may be terminated in any of the following contingencies:

22.1 On the expiry of the contract period , without any notice;

22.2 By giving 3 months 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.
- (v) The Service Provider commits breach of any covenant or any clause of this Agreement, Transport Department, U.T., Chandigarh, may send a written notice to Service Provider to rectify such breach within the stipulated time 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 Transport Department, U.T., Chandigarh.
- (vi) The Transport Department, U.T., Chandigarh, 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 Transport Department, U.T., Chandigarh, 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 Transport Department, U.T., Chandigarh, 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 Transport Department, U.T., Chandigarh, within the stipulated period of 15 days, the same shall be recovered from his pending dues, if any, Bank Guarantee etc. in addition, the amount of Security Deposit in full shall stand forfeited.
- (viii) The Head of Department of the concerned department shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of black-listing is passed an opportunity of being heard shall be afforded. Secondly the Competent Authority 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 :-

- (a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
- (b) Misappropriation of Government moneys.
- (c) Advancing a claim on the basis of forged documents.
- (d) Material concealment/suppression of facts or gross misrepresentation of facts.
- (e) Conviction for an offence involving corruption or any other serious act or conduct etc.
- (f) Any other case or situation involving National security.

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.

**23. 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/hindrane problem of any nature to the Transport Department, U.T., Chandigarh.

**24. Composition and address of Service provider:**

24.1 The Service Provider shall furnish to Transport Department, U.T., Chandigarh, 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 Services provider.

24.2 The Service Provider shall always inform to the Transport Department, U.T., Chandigarh, 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 contract with Transport Department, U.T., Chandigarh.

**25. 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**

Director Transport,  
U.T., Chandigarh,  
Plot No. 701, Industrial Area,  
Phase 1, Chandigarh.

**Complete Address of the Service provider**

\_\_\_\_\_

\_\_\_\_\_

**26. Confidentiality:**

It is understood between the parties hereto that during the course of the Service Agreement the Service Provider may have access to confidential information of U.T., Chandigarh, and he undertakes that he shall not without prior written consent of Transport Department, U.T., Chandigarh, 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.

**27. Amendment/Modification:**

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

**28. Severability:**

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible under Law so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**29. 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 conflict between the captions and the text, the text shall prevail.

**30. Waiver:**

30.1 At any time any indulgence or concession granted by Transport Department, U.T., Chandigarh shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession shall have been granted. Further, the failure of Transport Department, U.T., Chandigarh.

30.2 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 Transport Department, U.T., Chandigarh to enforce the same in part or in the entirety of it, Waiver, if any, has to be in writing.

**31. Dispute Resolution:**

In the event of any dispute related to the interpretation rights or liabilities arising out of the 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 which shall include an acting/ officiating Secretary Transport, Chandigarh Administration. 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.

**32. Force Majure:**

32.1 Any failure or omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party against the other, if such failure or 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 week from the date of occurrence of such an event which could be attributed to force major condition.

32.2 The Service Provider (s) shall be liable to transfer/deploy their services to any other place under this department for providing the similar type of service on their existing terms and conditions of their service agreement, as and when desired by the Director Transport, U.T., Chandigarh.

32.3 On Administrative grounds.

32.4 All the Service Provider(s) shall have to co operate with each other/their counter parts in other module of this department for providing the similar type of service and to deal collectively with any natural calamity, un towards incidences disaster,

Law and Order problem etc. as and when such situation so warrants during their agreement period without any additional cost to this department.

**33. 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.

**34. 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 Agreement, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got registered by the Service Provider with Sub Registrar, U.T, Chandigarh on the stamp paper of appropriate value at his own cost.

**35. List of Annexure.**

**ANNEXURE 'A'**- Tender Notice.

**ANNEXURE 'B'**- Terms and Condition laid down in Service Agreement.

**ANNEXURE 'C'**- Scope of Work/Activities.

**ANNEXURE 'D'**-Terms of Payment.

**ANNEXURE 'E'**-Technical Bid Performa

**ANNEXURE 'F'**- Undertaking regarding compliance of statutory obligations.

**ANNEXURE 'G'**- Affidavit regarding Non-Black Listing/Non-Prosecution.

**ANNEXURE 'H'**- Detail of Module.

**IN WITNESS WHEREOF, THE TRANSPORT DEPARTMENT, U.T., CHANDIGARH AND THE SERVICE PROVIDER ABOVE SAID HEREINTO 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\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

2. Signature\_\_\_\_\_

Name \_\_\_\_\_

Date\_\_\_\_\_

For and on behalf of the Designation  
Administrator of Union Territory,  
Chandigarh.

**Signed, Sealed and Delivered**

**WITNESSES**

1. Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_



2. Signature \_\_\_\_\_

For and on behalf of the Designation  
Service Provider

Name \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE-C**

**CHANDIGARH ADMINISTRATION  
TRANSPORT DEPARTMENT,  
U.T., PLOT NO. 701, INDUSTRIAL AREA, PHASE 1, CHANDIGARH**

**SCOPE OF WORK**

**MANPOWER SERVICES :**

<b>Sr. No</b>	<b>Category of post</b>	<b>No. of post</b>	<b>Remarks</b>
1.	Sweeper	6	May be increased or decreased
2.	Mali	3	May be increased or decreased
3.	Peon/Helper	4	May be increased or decreased
4.	Security Guards	34 (25 SG + 2 Sup. + 7 SG with arms)	May be increased or decreased

**Job Requirements :**

1. He should be polite, sympathetic, courteous, and honest under all circumstances.
2. He will perform his duty as assigned by the Head of Department/Section Incharge from time to time.
3. He will perform any other duty as required by the Head of Department/Section Incharge.

**GENERAL DUTIES OF THE CONTRACTOR:**

The above duties shall be performed by the Contractor through his/her staff subject to further instructions of the officer In-charge of the specific areas.

- (i) The Contractor shall provide MANPOWER SERVICES to the CTU & its counterparts.
- (ii) The Contractor shall deploy full strength of manpower sanctioned under the Contract.
- (iii) The Contractor shall ensure the safe custody of CTU property.
- (iv) The working conditions of the Security Personnels should be as per requirement of this department.

**JOB & RESPONSIBILITIES OF SECURITY GUARDS**

- To provide Security/protection to Government Property and security purposes at ISBT's, workshops and Administrative Block, CTU.
- Ensuring that the security arrangements in the CTU premises and patrolling the ISBT's Workshops and identifying suspicious activity, persons impersonators etc.
- Placing miscreants under citizen's arrest until he can be handed over to the Police Authority.
- In case of fire or bomb threats, help evacuation of Police Authority.
- To take care of all parking's and ensure parking of vehicles as per plan and areas at ISBT and workshop decided by CTU Administration.
- To check all visitors and employees for restricting beedi, cigarettes, paan masala etc. inside of CTU premises.
- Security should have complete list of Emergency support numbers/know the procedure of emergency evacuation/coordinate in case of core members not available immediately etc.
- Liaison nearest police post & authorities to get immediate help.

**Evaluation criteria for checking Security:**

The Director Transport, U.T., Chandigarh, 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 satisfactorily. 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.

- The number of manpower may increase/decrease depending upon the requirement as envisaged by the CTU.
- No Worker /Security personnel shall be deployed in this Department on trial/training basis.
- He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work of the department.

## ANNEXURE-D

### 1. **Terms of Payment:**

- (i) The Service Provider, being the employer in relation to persons engaged/ deployed by him shall alone be responsible to provide the Service/Activities under this 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 or notified by Deputy Commissioner, Chandigarh from time to time under the Payment of Wages Act 1936 and Minimum Wage Act, 1948** alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. to his employees. The Service Provider shall also have to observe compliance of all relevant Labour Laws as applicable viz. Payment of Wages Act,1936, Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds (EPF) Act, 1952, Employee 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 rule framed thereunder 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.
- (ii) All the payment shall be made by the Transport Department, U.T., Chandigarh, after deducting Income Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

### 2. **Raising of Bills and Payment thereof:**

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 service provider shall submit the bill by the 2<sup>nd</sup> day of every calendar month in Care Taker Branch of this department, who will scrutiny the bills in detail and if any discrepancy is found in the bills, the same will be intimated to the Service Provider without any delay and the Service Provider after removing the queries /discrepancies shall submit the bill in Care Taker Branch on the same day i.e. 2<sup>nd</sup> of every month. 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 7<sup>th</sup> of the every month through their bank account directly under intimation to the CTU department and without waiting for the payment of his wage bills from CTU Department, U.T., Chandigarh. However, before disbursing the payment to the employees/workers, the Service Provider should get the details of payment/wages verified from the Care Taker Branch of CTU, Chandigarh.

**3. 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 Contract No. & Date  
\_\_\_\_\_
- d) Date of commencement of the Services/Activities  
\_\_\_\_\_
- e) Period of Services Contract  
\_\_\_\_\_
- f) Administrative Charges (in percentage) of  
\_\_\_\_\_
- 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	Em pl. Co de No.	EP F No .	E SI No .	@ Basic Wage s (Not less than the minimum wages )	Ma n- day s	Wag es (w.r.t ) man days	Employee' s share		Carry home salary	Employer's share		
								EPF 12% of basic Wage	ESI 1.75 % of basic wage		EP F 12 % of basic Wage	EDLI 1.61 % of basic Wage	ESI 4.75 % of basic wage
1	2	3	4	5	6	7	8	9	10	11	12	13	14

**Note: Separate Bill in the above form shall be prepared by the Service Provider for the Reliver(s) against person(s) deployed on regular basis and submitted along with the bill for regular persons deployed during each month.**

#### **4. Instructions for Raising the Monthly Bill:**

The Service Provider shall keep the following instructions in view while submitting the monthly wage bills(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' at the lumpsum (consolidated amount) approved for Contract Period, but after pre audit of the Bills and deducting the amount on account of short services/activities, taxes, deficiencies, recoveries, if any, so detected and ordered by CTU Department, U.T., Chandigarh.
- (ii) The 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 the salary/wages the 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 service provider shall submit the bill by the 2<sup>nd</sup> day of every calendar month in Care Taker Branch of this department, who will scrutiny the bills in detail and if any discrepancy is found in the bills, the same will be intimated to the Service Provider without any delay and the Service Provider after removing the queries /discrepancies shall submit the bill in Care Taker Branch on the same day i.e. 2<sup>nd</sup> of every month.
- (iii) Separate details about the category of persons(s) deployed in the respective month.
- (iv) Attendance register, Muster Roll duly signed by the Service Provider and verified by the authorized officer(s) of Transport Department, U.T., Chandigarh.
- (v) Deduction Schedule showing the individual details of deductions of EPF/ESI/EDLI/ Income Tax/Service Taxed to be tallied with the wages bill.
- (vi) The detail of the bank account and payment of wages/salary of the employee/worker to be deployed in CTU be submitted to the concerned Care Taker Branch of CTU Department, U.T., Chandigarh, for verification before disbursement of payments.
- (vii) The Service Provider shall certify on the bill that the monthly wages bill for the services of all the categories of persons deployed by him in CTU Department, U.T., Chandigarh, is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- (viii) No persons(s) has/have been engaged/deployed under the service agreement in Transport Department, U.T., Chandigarh without the prior approval of the competent authority.
- (ix) A spare/self attested copy of 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 Care Taker Branch of Transport Department, U.T., Chandigarh, within 10 days from the disbursement of wages i.e. by 17<sup>th</sup> of the month.

- (x) The Administrative/Service Charges in %age (percentage) shall include bonus as per provision of Payment of Bonus Act 1965.

#### **5. Payment of Wages:**

- a) The Service Provider shall open a bank account in the bank branch located nearest in the Transport Department, U.T., Chandigarh, 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 Care Taker Branch of Transport Department, U.T., Chandigarh, within 5 days from the date of disbursement. He shall maintain Attendance Registers, individual's ledger/wages book, wages slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any persons deployed with the concerned Care Taker Branch of Transport Department, U.T., Chandigarh, 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 within 15 days of the disbursement of wages i.e by 22<sup>nd</sup> of the month, 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, 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 22<sup>nd</sup> of the month failing which the whole responsibility for any delay in the reimbursement of wages Bill of the Service Provider shall rest with him and not with Transport Department, U.T., Chandigarh. Further, he shall arrange the disbursement of wages to the persons so deployed by him in Transport Department, U.T., Chandigarh, duly through crossed cheque except in cases of utmost urgency and in the presence of the authorized officials/ officer(s) of Transport Department, U.T., Chandigarh. The Service Provider shall ensure that the cheques issued by him should not be dishonored under any circumstances in which case liability shall solely be of Service Provider. The responsibility for issuance of Annual Statement of EPF deposits and ESI Cards to the persons deployed solely lies with the Service Provider.

- 6. 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 7<sup>th</sup> of every following month, shall submit his monthly wage bill for reimbursement by the 2<sup>nd</sup> of month on the basis of original Attendance–cum–Work Performance Report and Muster Rolls 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 various sections of Transport Department, U.T., Chandigarh.
- ii) The Attendance–cum–Work Performance Report of the staff deployed for duties in various sections of Transport Department, U.T., Chandigarh, shall be signed/verified by the Branch Incharge/Officer concerned.
- iii) 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).
- iv) A penalty @ 1% of monthly payment (i.e. whole of the amount of contract during the month) shall be imposed upon the Contractor/Service Provider for non payment of wages as per date fixed under the Labour Act i.e. 7<sup>th</sup> of the every month. This penalty shall be adjusted/deducted from the EMD/Security Deposit at the time of completion of the contract. However, if the contract is extended then the Service Provider will have to deposit the total amount of penalty so calculated during the year with the department.

**7. Accounts and Records:**

- (a) The Service Provider shall maintain accurate record, statement of all its operations and expenses in connection with its functions under this agreement in the manner specified by the Transport Department, U.T., Chandigarh.
- (b) The Service Provider shall be required to produce all the original record such as Attendance-cum-Performance Report List, Muster Rolls, Ledger etc. to the Internal Audit Cell working under the control of Assistant Controller (Finance & Accounts) in Transport Department, U.T., Chandigarh, for the pre-audit of monthly wage bills from time to time.
- (c) The Service Provider shall forthwith upon being required by the Transport Department, U.T., Chandigarh, of any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider.
- (d) The Service Provider shall also co-operate in good faith with the Transport Department, U.T., Chandigarh, to correct any practice which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Transport Department, U.T., Chandigarh. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the Transport Department, U.T., Chandigarh, for such discrepancies or overcharge.
- (e) The Service Provider shall have to comply with the applicable provisions of all Labour 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 shall further observe and comply with all Government Laws concerning employment of persons deployed by him 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. to his 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) Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under for the category of persons employed, 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 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.



**ANNEXURE-E**

**CHANDIGARH ADMINISTRATION  
TRANSPORT DEPARTMENT, U.T., CHANDIGARH,  
NAME OF SERVICE CONTRACT  
TECHNICAL BID**

**PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE  
OF THE TENDER**

<b>1.</b>	Name of the Person/Organization/Firm Location of his office with complete address both residential and permanent and Telephone/Fax Nos. given or not online?	<b>Yes/No</b>
<b>2.</b>	Status of Organization (whether Private/Public Sector-Undertaking/Sole Proprietor/ Partnership/Co-operative Society etc.? If so, a copy of the constitution/partnership deed of the firm duly registered with Registrar of Firms has been submitted online or not?	<b>Yes/No</b>
<b>3.</b>	Whether the Bid Guarantee (Earnest Money Deposit) in the form of Fixed Deposit Receipt or Account Payee Demand Draft from any of the commercial banks in an acceptable form, which should be valid for 180 days beyond the final bid validity period and drawn in the name of the Director Transport, U.T., Chandigarh, for an amount pertaining to module has been submitted online or not ?	<b>Yes/No</b>
<b>4.</b>	Whether the Technical Bid has been attached and Price Bid quoted in online or not?	<b>Yes/No</b>
<b>5.</b>	Whether an affidavit on the Non-Judicial Stamp Paper duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of tenderer/firm has been submitted online or not ?	<b>Yes/No</b>
<b>6.</b>	Whether each page of the tender documents at Annexure-A to I and other enclosures as well as cuttings/overwriting have been signed/initialed by the tenderer and also the forwarding letter has been submitted on line or not by authorized signatory?	<b>Yes/No</b>
<b>7.</b>	Whether attested copy of valid Income Tax Clearance Certificate/PAN/TAN No. issued by the competent authority has been submitted online or not ?	<b>Yes/No</b>
<b>8.</b>	Whether the self attested copy of Service Tax No. issued by the competent authority has been submitted online or not ?	<b>Yes/No</b>
<b>9.</b>	whether an self attested copies of all registrations/permissions/license etc. such as valid Labour License, EPF, ESI, EDLI License/Code Number, which are required under any Labour Law and other Legislation for providing the services under the service Agreement have been submitted online or not ?	<b>Yes/No</b>
<b>10.</b>	Whether the tenderer(s) has submitted online or not an experience certificate of Two year for providing minimum 300 persons in a single contract for supply the manpower to Government Department /Offices/Undertakings/Boards Corporations etc. during the last five years on the date of submission to e-tender ?	<b>Yes/No</b>
<b>11.</b>	Whether the tenderer submitted online the Latest Solvency Certificate amounting to Rs. 50,00,000/- issued by the Scheduled bank	<b>Yes/No</b>
<b>12.</b>	Whether a copy of the trading, Profit & Loss account with Balance Sheet showing minimum turnover of Rs. 2.00 Crore for the three years preceding to the current financial year, have been Submitted On-line?	<b>Yes/No</b>
<b>13.</b>	Any other relevant information.	<b>Yes/No</b>

Place \_\_\_\_\_

Signature of the Tenderer

Dated \_\_\_\_\_

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 Licence in the relevant trade/field not less than the numbers of persons as mentioned under Clause no. 9 of "Important Instructions" of 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 Licence 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 Licence 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 the valid Licence issued under Private Security Agency Regulation Act, 2005 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 Private Security Agency Regulation Act, 2005, 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 and rules framed thereunder 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 22<sup>nd</sup> of each month in favour of the Department that I have complied with all the statutory obligations.

(SIGNATURE)

(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. \_\_\_\_\_

e-mail Address \_\_\_\_\_

**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 therefrom.

Place \_\_\_\_\_

DEPONENT

Date \_\_\_\_\_

**ANNEXURE-H**  
**DETAIL OF MODULE**

<i>Sr.No.</i>	<i>Outsourcing of Services</i>	<i>Estimated cost of Annual Contract</i>	<i>EMD 2% of EAC</i>	<i>Security Deposit 5% of EAC</i>
<b>1.</b>	<b>Manpower Services</b>	Rs. 71,83,020/-	Rs. 1,45,000/-	Rs. 3,60,000/-

(Tenderers should submit the following documents alongwith Technical Bid and Tender documents **on-line**).

1. Technical Bid.
2. Affidavit regarding non-blacklisting of firm.
3. Satisfactory performance certificate from the Institute/Office, last served with satisfactory report/ Certificate/experience certificate.
4. Copy of Income Tax Return for the last two years.
5. Copy of PAN/TAN/Service Tax No.
6. Copy of Registration with the Labour Department.
7. Copy of letter of allotment of EPF No.
8. Copy of letter of allotment of ESI No.
9. Copy of Licence issued under Private Security Agencies (Regulation) Act, 2005,
10. Copy of trading, Profit & Loss account alongwith Balance Sheet showing minimum turnover of Rs. **2.00 Crore for the three years proceeding** to the current financial year.
11. Bank Solvency certificate amounting clearly mentioning Rs. 50.00 lakh issued by any Commercial Bank.
12. Earnest Money Deposit (EMD) and affidavit in physical form as well as copy of the same on-line.
13. Any other documents.