

**TENDER DOCUMENT  
FOR  
OUTSOURCING OF MANPOWER SERVICES AT  
PEC LIMITED,**

**HANSALAYA, 15 BARAKHAMBA ROAD, NEW DELHI - 110001.**

**Tender No. PEC/OUTSOURCE-01/2018-19 dated 20<sup>th</sup> November 2018**

**Tender Inviting Authority**

**CHIEF GENERAL MANAGER (P&A/HR), PEC**

**E-Mail: [pec@peclimited.com](mailto:pec@peclimited.com) , Visit us at [www.peclimited.com](http://www.peclimited.com)**

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## **TENDER DETAILS VIZ.**

Estimated value of the Contract is Rs.1.50 crores approximately per annum.

Opening Date : 21<sup>st</sup> November 2018

Last date of submission : 2.00 pm on 12<sup>th</sup> December 2018

Venue of submission : P&A Division, 14<sup>th</sup> floor, Hansalaya Building, 15 Barakhamba Road, New Delhi – 110001.

Tender opening date : 3.00 pm on 12<sup>th</sup> December 2018

Tender Fee - Rs.500/- by way of Banker's cheque drawn in favour of PEC LIMITED.

EMD amount – Rs.2,00,000/- by way of Banker's Cheque drawn in favour of PEC LIMITED.

## 1. NOTICE INVITING TENDER (NIT)

1. On behalf of PEC LIMITED, New Delhi, India sealed tenders are invited under two bid system from the experienced agencies/contractor for outsourcing of services of manpower at PEC LIMITED, New Delhi.

1.1 PEC LTD. has requirement for services of Data Entry Operator/Steno (English), Messengers/Peons, Security Guards, Housekeeping Employees and Electrician who are well trained. The requirement of the PEC LTD. may increase or decrease during currency of contract. The tentative manpower which may be required to carry out the above services may be as under:-

1.	Data Entry Operator/Steno :	8 Nos.
2.	Peons/Messengers :	15 Nos.
3.	Housekeeping Supervisor :	1 No.
4.	Housekeeping employees :	5 Nos.
5.	Security Guard Supervisor :	1 No.
6.	Security Guards :	5 Nos.
7.	Pantry Boys :	5Nos.
8.	Drivers :	4 Nos.
9.	Electrician :	1 No.

1.2 Complete tender document is also available on PEC website: [www.peclimited.com](http://www.peclimited.com) and **CPP portal** [www.eprocure.gov.in](http://www.eprocure.gov.in) & [tenders.gov.in](http://tenders.gov.in)

1.3 The tender documents downloaded by the parties from the website are valid for participation in the tender process. Those making use of the tender document downloaded from the website shall have to pay the tender fee of Rs. 500/- in the form of a demand draft drawn in favour of PEC LIMITED to be submitted along with the tender (technical bid). Tender received without the requisite fee shall be considered as invalid.

1.4 Earnest money amounting to Rs. 2,00,000/- by demand draft in favour of **“PEC LIMITED” payable at New Delhi** shall be submitted along with the tender (technical bid) in a **separate envelope**.

1.5 Tenders received without EMD/inadequate EMD shall be summarily rejected.

1.6 The complete tender including the Technical Bid and Financial Bid shall be submitted to PEC, New Delhi on or before 2:00 PM on **12<sup>th</sup> December 2018** in the tender box available at PEC, H.O, New Delhi. The technical bids shall be opened on the same day at 3:00 PM in the presence of tenderers or their authorized representatives present at the time of tender opening.

1.9 The financial bid of only those firms/companies which qualify in the technical scrutiny shall be opened at the time and date to be notified.

1.10 PEC reserves the right to accept or reject any or all the tenders without assigning any reason.

**FORMAT FOR EXPERIENCE FOR PRECEDING THREE YEARS**

S.No.	Name of Organization PSU/Govt/Any private firm	Number Of		Contract period		Performance certificate attached Yes/NO
		manpower supplied		From	To	
		Skilled	unskilled			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

## 2. GUIDELINES TO TENDERERS

### 2.1 DEFINITIONS

2.1.1 The “PEC” means PEC LIMITED, NEW DELHI.

2.1.2 “Bidder” means the firm or company which participates in this tender and submits its bid.

2.1.3 The “Outsourced services” means to make available required manpower for Messenger services, Housekeeping services, Driving services, Steno/Data entry operations, Security & Pantry services, Electrical maintenance services etc. and other maintenance works like electrical fixtures and fittings etc. Tentatively the requirement of man power as under, which the bidder is required to provide for PEC under the contract:

1.	Data Entry Operator/Steno	:	8 Nos.
2.	Peons/Messengers	:	15 nos.
3.	Housekeeping Supervisor	:	1 No.
4.	Housekeeping employees	:	5 Nos.
5.	Security Guard Supervisor	:	1 No.
6.	Security Guards	:	5 Nos.
7.	Pantry Boys	:	5Nos.
8.	Drivers	:	4 Nos.
9.	Electrician	:	1 No.

The agency/bidder will have to provide trained and efficient outsourced employees for carrying out the above services.

2.1.4 “Work order” means the order placed by PEC to the contractor signed by PEC including all attachments thereto and all documents incorporated by reference therein. It, along with the letter of intent and bid documents, constitutes the contract.

2.1.5 The validity of the contract initially will be for two years with extension of one more year on mutual consent basis.

### 2.2 ELIGIBILITY CRITERIA

2.2.1 Average Annual financial turnover during the last three years, ending 31<sup>st</sup> March 2018 should be at least Rs.45 lakhs.

2.2.2 Experience of having successfully completing similar works during the last seven years ending 31<sup>st</sup> March 2018 in Government, Autonomous bodies, PSUs

and reputed private companies for which NIT is invited should be either of the following : ---

- Three similar** completed works each costing not less than Rs.60 lakhs **or**
- Two similar** completed works each costing not less than Rs.75 lakhs **or**
- One similar** completed work costing not less than Rs.1.20 crores.

**Note: Similar work means providing outsourced services for handling jobs like messengers/peons, data entry operators/secretarial assistance, housekeeping services, security services, pantry services, driving services and electrical maintenance services.**

2.2.3 Should be registered with Income Tax, GST, ESI, PF department and other statutory bodies as per the requirement of the contract.

2.2.4 Should produce solvency certificate from Nationalized / Scheduled Bank of minimum of Rs.10 Lakh. This should not be more than six months old.

2.2.5 The bidder should not have been black listed by any government organization during the last five years. An undertaking in this regard shall be submitted in this regard along with the Technical Bid.

## **2.3 BIDDER TO BEAR COST OF TENDER**

The bidder shall bear all costs associated with the preparation and submission of the bid. PEC in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

## **2.4 CONTENTS OF BID DOCUMENT**

- Notice Inviting Tender (NIT)
- Guidelines to Tenderers
- Conditions of Contract
- Annexures

## **2.5 AMENDMENT TO BID DOCUMENT**

The prospective bidders are required to keep a watch on PEC website/[eprocure.gov.in/tenders.gov.in](http://eprocure.gov.in/tenders.gov.in) for any amendment to the tender document or to clarify to the queries raised by the bidders till 07 (seven) days prior to the opening of the tender. PEC reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, PEC, at its discretion, may extend the deadline for the submission of bids.

## **2.6 EARNEST MONEY DEPOSIT (EMD)**

2.6.1 The bidder shall submit EMD amount as mentioned in the NIT. The EMD shall be in the form of demand draft from a nationalized / scheduled bank in favour of “**PEC LIMITED**” payable at New Delhi.

2.6.2 The bid not secured in accordance with the above shall be rejected by PEC as non-responsive.

2.6.3 The EMD of the unsuccessful bidder will be returned by the PEC within 30 days of the award of contract.

2.6.4 The successful bidder’s EMD will be discharged upon the bidder’s submission of **Security deposit**.

2.6.5 The EMD may be forfeited under the following circumstances:

- If a bidder withdraws its bid during the period of bid validity.
- If the bidder fails to submit the required security deposit within the time prescribed.

2.6.6 No interest is payable on EMD.

2.6.7 In case of inadequacy or non-submission of prescribed EMD, the tenderer shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

## **2.7 PREPARATION OF BIDS**

### **2.7.1 DOCUMENTS COMPRISING THE BID**

The bid is required to be submitted in **two parts**. One part is the **Technical Bid** and the other part is the **Financial Bid**.

- Technical Bid format is in **Annexure - 1**.
- Financial Bid format is in **Annexure - 2**.

### **2.7.2 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY**

The list of documents required to be enclosed with technical bid to become eligible to be considered for technical scrutiny:

- i. Demand draft of Rs. 500/- drawn in favor of “PEC LIMITED” payable at New Delhi in case the tender document is downloaded from PEC’s website.
- ii. Demand draft of Earnest Money Deposit (EMD) of Rs 2,00,000/- .
- iii. Details of successfully executed similar work along with work order copies as mentioned in NIT.
- iv. A copy of registration certificate with Income Tax, GST, ESI, PF and other statutory bodies as per the requirement of the contract.
- v. Duly filled in and signed acceptance certificate, as per **Annexure - 3**.



- vi. Solvency Certificate from Nationalized/Scheduled Bank of minimum of Rs. 10,00,000/-. This should not be more than six months old.
- vii. Complete copy of tender document duly signed / stamped on all pages.
- viii. Details of firm / company setup and establishment.
- ix. List of current clients for whom similar works are executed citing the no. of employees employed by the contractor. (Attach documentary proof).
- x. Performance certificates from clients for successfully executing similar works.
- xi. Audited financial statement including profit and loss account and balance sheet for last successive three years ending 31.03.2018.
- xii. An undertaking that the bidder has not been black listed by any Government Organization during the last five years.

**Note:** The Bidder who provides the above documents and fulfil the minimum requirements will technically qualify, whose financial bids would be opened at a time to be communicated to them by email/PEC's website.

## **2.8 FINANCIAL BID**

The bidders are required to quote only service charge on percentage basis on total billing amount before GST. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause will be treated as non-responsive and may get rejected. The format of the Financial Bid is given at **Annexure - 2.**

## **2.9 VALIDITY PERIOD OF BID**

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by PEC as non-responsive. In exceptional circumstances, PEC may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension will not be permitted to modify their bids.

## **2.10 FORMAT AND SIGNING OF BID**

2.10.1 The Bidder shall submit the bids in two separate envelopes. One envelop shall contain **techno commercial un-priced bid** and the other shall contain the **price bid (financial)**.

2.10.2 The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid. **No over-writing should be done as such bids would be summarily rejected by PEC LIMITED.**

## **2.11 SEALING AND MARKING OF BIDS**

The bidder shall seal the Technical Bid and the Financial Bid in two separate envelopes duly marked as “**Technical Bid**” and “**Financial Bid**” respectively. Both the envelopes shall then be sealed in **one outer (main) envelope**.

## **2.12 THE INNER AND OUTER ENVELOPES**

2.12.1 Please send the main envelope (containing both the bids) **superscribed as “TENDER FOR OUTSOURCING OF MANPOWER BY PEC LIMITED”** at the following address:

**The Chief General Manager (P&A/HR),  
PEC LIMITED, HANSALAYA, 15 BARAKHAMBA ROAD,  
NEW DELHI – 110001.**

2.12.2 It should bear Date of submission of tender / Firm’s name & address.

2.12.3 If the outer envelope is not sealed and marked, PEC will assume no responsibility for the bid's misplacement or premature opening.

2.12.4 Bids submitted through Fax or e-mail will be rejected.

## **2.13 DEADLINE FOR SUBMISSION OF BIDS**

2.13.1 Bids must be received by PEC not later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the PEC, the bids will be received up to the appointed time on the next working day.

2.13.2 PEC may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

## **2.14 LATE BIDS**

Any bid received by PEC after the deadline for submission of bids will be rejected and/or returned to the bidder.

## **2.15 MODIFICATION AND WITHDRAWAL OF BIDS**

2.15.1 The bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by PEC prior to the deadline prescribed for submission of bids.

2.15.2 The bidder's modification or withdrawal notice shall be prepared and signed, sealed, marked and dispatched to the specified address of PEC LIMITED.

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

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

## **2.16 OPENING OF BIDS BY PEC**

2.16.1 PEC will open all **Technical Bids** in the presence of bidders' representatives who choose to attend, as per the schedule given.

2.16.2 The bidders' representatives who will be present shall sign the tender opening sheet evidencing their attendance.

## **2.17 CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, PEC may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be by email and no change in the price substance of the bid shall be sought, offered or permitted. However no post bid clarifications at the initiative of the bidder shall be entertained.

## **2.18 PRELIMINARY EXAMINATION**

2.18.1 PEC will examine the bids to determine whether they are complete, whether required documents/EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2.18.2 PEC may waive any minor informality or non-conformity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.

2.18.3 Prior to the detailed evaluation, PEC will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bid document without material deviations.

2.18.4 After downloading, the language of standard clauses etc. mentioned in this '**Tender Document**' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

## **2.19 EVALUATION OF TENDERS**

2.19.1 PEC shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. PEC shall carry out detailed evaluation of the substantially responsive bids. PEC shall also check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.19.2 A bid determined as substantially non-responsive shall be rejected by PEC.

2.19.3 PEC shall evaluate in detail and compare the bids which are substantially responsive.

2.19.4 PEC shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.19.5 Bidders Bid with lowest service charge will be considered as a successful bidder.

## **2.20 CONTACTING PEC**

Any effort by a bidder to influence PEC in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

## **2.21 CREDIBILITY OF THE BIDDERS**

Evidence regarding credibility of stable performance and maintenance service capability by way of certificate from the past employers must be provided. PEC reserves the right to make judgment on this score and reject bids that, in the PEC's view, do not carry sufficient credibility for performance and/or service.

## **2.22 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

PEC does not bind itself to accept the lowest or any other tender bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder due to action of PEC.

## **2.23 NOTIFICATION OF SUCCESSFUL BIDDER**

2.23.1 Prior to the expiration of the bid period, PEC will notify the successful bidder in writing by email / letter / fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.23.2 Upon successful bidder furnishing of **security deposit**, the EMD of successful bidder will be discharged.

## **2.24 INDEMNITY BOND**

2.24.1 The bidder shall also have to sign an indemnity bond in the prescribed format to safeguard the interests of PEC.

## **2.25 POST BID CLARIFICATIONS**

No post bid clarification at the initiative of the bidders shall be entertained.

### **3. CONDITIONS OF CONTRACT**

#### **3.1 PLACE WHERE MANPOWER TO BE DEPLOYED.**

PEC LIMITED, Hansalaya, 15 Barakhamba Road, New Delhi – 110001.

#### **3.2 SCOPE OF WORK FOR MANPOWER**

The scope of work shall cover daily operation and all routine / specialized services in various departments of PEC LIMITED as required from time to time by the concerned PEC officials to the outsourced agency..

#### **3.3 PAYMENT TERMS**

3.3.1 Generally payment shall be made on monthly basis within 10 working days after submission of bills with necessary enclosures (of making payment to its outsourced employees by the Contractor). The contractor should ensure that payment to its employees deployed at PEC is made on or before 4<sup>th</sup> of every month, without linking to payment receivable from PEC.

3.3.2 The payment shall only be released on confirmation of disbursement of wages to its employees deployed at PEC on or before 4<sup>th</sup> of every month with salary slip as per **Annexure-4**. The contractor should make payment to Outsourced employees posted at PEC LIMITED, New Delhi through direct transfer to their respective bank accounts.

3.3.3 The contractor will have to enclose the following along with the invoice:

- Acknowledgement of receipt of wages by employees duly indicating the earnings, deductions towards PF and ESI.
- Copies of deposit challans of PF, ESI, GST or any other tax levied by Government of previous month. PEC may ask the contractor for producing the originals of any document for verification.
- Bank statement showing debits from Contractor's bank account towards payment of wages to its outsourced employees posted at PEC.

#### **3.4 PERIOD OF CONTRACT**

The contract shall be initially for a period of two years. However, PEC at its discretion may extend the contract for a further period as per terms & conditions of contract on the same rate.

#### **3.5 PRE-BID INSPECTION / SURVEY**

The bidder may visit PEC to have an understanding of the requirement, during working hours of PEC LIMITED.

### **3.6 WORKING HOURS**

The employees of the contractor would work 6 days a week except Sundays and other holidays from 9:30 AM to 6:00 PM including lunchtime. However, PEC may stagger the working hours or require the outsourced employees to work on Sunday / holidays also, under unavoidable circumstances.

### **3.7 DEPLOYMENT OF EMPLOYEES**

3.7.1 The contractor shall recruit / deploy / depute trained, qualified and experienced personnel as per the requirement of PEC as specified at 1.1 and 2.1.3 above, which may increase or decrease as per the requirement of PEC.

3.7.2 The outsourced employees of the contractor have to work as per the directives / instructions given to the contractor / outsourced employees in this regard. The contractor has to ensure these are strictly adhered to.

3.7.3 The manpower proposed to be deployed by the contractor shall be subject to ascertaining their antecedents and checking suitability of their skills. Before deploying a person in PEC, the contractor shall furnish complete particulars to PEC.

3.7.4 The contractor shall be fully responsible for any kind of accident / mishap to the outsourced employees and any loss caused to PEC while at work in PEC premises or elsewhere.

3.7.5 The contractor shall be responsible for the good conduct and behaviour of the outsourced employees of the contractor. If any of the outsourced employees of the contractor is found misbehaving, the contractor on receipt of instructions of PEC shall replace such outsourced employees immediately.

3.7.6 No person below the age of 18 (eighteen) years shall be employed at PEC by the Contractor.

3.7.7 The contractor shall pay its outsourced employees wages as agreed to by PEC/as per Minimum Wages Act applicable for NCT of Delhi from time to time, duly ensuring that all the relevant legislations are scrupulously followed. The salary shall be credited to their bank account directly through electronic transfer.

3.7.8 On the last day of every month, the contractor shall take a photocopy of the Attendance Register maintained by the Contractor at PEC LIMITED for its outsourced employees deployed at PEC and shall make arrangements, so that their wages are disbursed on or before the 4<sup>th</sup> of the following month.

3.7.9 All the outsourced employees of the contractor will have to be covered under insurance against any personal accident by the contractor and PEC will not be liable for payment of any compensation on that account.

3.7.10 If any claim arises from any of the outsourced employees of contractor deployed at PEC, such claims are to be dealt with solely by the contractor on its own and at its own cost. PEC shall not be responsible or does not have any

obligation either for dealing such claims or for the cost of dealing or setting such claims.

3.7.11 All the persons deployed by the Contractor at PEC H.O. will have to carry identity cards. Contractor shall also submit the bio-data of the employees to be deployed by them. Any negligence/offence on their part will attract immediate removal from site.

3.7.12 Manpower deployed by the Contractor at PEC for carrying out contracted works is strictly prohibited from being associated with any other works outside PEC LIMITED.

3.7.13 The contractor shall issue identity card to all of its employees within 15 days from the date of signing the contract failing which, a suitable penalty (Rs. 200/- minimum) may be imposed by PEC LIMITED for per person per day.

### **3.8 DAMAGE CAUSED TO PEC LIMITED**

In case of any damage caused to PEC LIMITED due to negligence, carelessness or inefficiency of employees of the contractor, the contractor shall be responsible to compensate the loss. Decision of PEC LIMITED shall be final & binding on the contractor.

### **3.9 LABOUR LAWS**

The contractor shall be solely responsible to ensure that all the provisions of labour legislations are complied with, in regard to its outsourced employees deployed at PEC. PEC will not be a party at any stage in any of the contraventions relating to the above. In case, any liability arises due to non-compliance by the contractor, PEC shall not be liable for the same. In case PEC is made liable to pay any compensation to the outsourced employees of the contractor due to default on contractor's part, the same shall be recovered from any bills due or against any amount payable to the contractor/security deposit.

### **3.10 STATUTORY OBLIGATION**

The contractor is required to deposit a valid license from the competent authority under the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 within 30 days of the date of the award of the contract. In case of failure to obtain/furnish license to PEC LIMITED will result in termination of contract.

### **3.11 SECURITY CONSIDERATION**

The outsourced employees deployed by the contractor should not have any police record/ criminal cases against them. The contractor should make adequate enquiries about the outsourced employees deployed by him

### **3.12 TERMINATION OF CONTRACT**

PEC LIMITED reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of contractor, with an advance notice of three month falling which, the Contractor is liable to pay liquidated damages besides forfeiture of security deposit. (Liquidated damages to the extent of payment of one month's salary to the outsourced employees deployed by him).

### **3.13 FORCE MAJEURE:**

“Force Majeure Event” will mean the occurrence of an act of war, invasion, act of foreign enemies, terrorism or civil disorder; earthquake or any other natural disaster or any other unforeseeable circumstances beyond the control (and not arising out of any fault/inaction/malafide/concealment/violation/commercial non-viability and the likes on the part of the party relying or claiming under this clause) which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Contract.

Whereas there is an event of Force Majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the events of force majeure preventing that party from or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

However, notwithstanding the above, during the subsistence of Force Majeure Clause, the associate/third party (as applicable and as worded in the Contract) shall remain and will be liable for payment of interest, costs etc. As per the Contract/agreement, till repayment.

An event of force majeure does not relieve the associate/third party (as applicable and as worded in the Contract) from liability for an obligation which arose before the occurrence of that event, nor does that affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

### **3.14 GENERAL LINE**

Whenever under this contract any sum of money is recoverable from and payable by the contractor, PEC shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the contractor. In the event of the security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the contractor or which at any time thereafter may



become due to the contractor under this or any other contract with PEC. If this sum is not sufficient to cover the full amount recoverable, the contractor shall pay PEC on demand the remaining balance due.

### **3.15 SUB-CONTRACTING**

The bidder cannot assign or transfer and sub-contract its interest / obligations under the contract without prior written permission of PEC.

### **3.16 ARBITRATION & RESOLUTION OF DISPUTE**

Any dispute or difference, whatsoever, arising between the parties out of, or relating to, or incidental to the construction, meaning, scope, operation or effect of this Contract; or the validity or the breach thereof, shall be settled by Arbitration in accordance with **Rules of Arbitration formulated by Delhi International Arbitration Centre**. The Award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration will be New Delhi and Delhi Court shall have sole jurisdiction with respect to this Agreement and any other agreement(s) executed in pursuance/furtherance of or in connection to this Agreement/Contract. The Indian Laws shall apply.

### **3.17 TERMINATION FOR DEFAULT**

3.17.1 PEC LIMITED may, without prejudice to any other remedy for breach of contract, shall send a notice to the contractor to terminate this contract in whole or in part under the following circumstances:

- If the contractor fails to deliver any or all the services mentioned in the contract, or any extension thereof granted by PEC.
- If the contractor fails to perform any other obligations under the contract.
- If the contractor, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as PEC may authorize in writing) after receipt of the default notice from PEC.

3.17.2 In the event PEC terminates the contract in whole or in part pursuant to above para PEC may hire a new contractor at the risk and cost of working contractor under contract as PEC deems appropriate. However the contractor shall continue the performance of the contract to the extent not terminated.

### **3.18 RIGHT TO BLACK LIST**

PEC reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

### **3.19 GENERAL TERMS & CONDITIONS**

3.19.1 The outsourced employee shall be governed by the usual office secrecy rules and regulations and will not disclose to any unauthorized person any information/data that he/she may have by virtue of his/her position in the PEC office. This is also applicable after leaving PEC LIMITED.

3.19.2 The contractor shall maintain muster roll, wage register, register of deductions, register of overtime, if any and other required registers at its own cost.

3.20.3 PEC LIMITED will make appropriate deductions as per Income Tax Act and other relevant Government Rules / Act.

3.20.4 The outsourced employees deployed by the contractor shall have no right to claim or have employment or otherwise seek absorption in PEC nor shall they have any right whatsoever to claim the benefits and / or emoluments that may be permissible or paid to the regular employees of PEC. The contractor's outsourced employees will remain the employees of the contractor and this should be the sole responsibility of the contractor to inform and clarify it to its employees before deputing them on work at PEC.

3.20.5 Notwithstanding the above provision, if any of the contractor's outsourced employees prefers claim for employment with PEC, the contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of PEC regarding such claims or settlements thereof.

### **3.21 PENALTY**

**3.21.1 In case the contractor does not disburse the wages to its employees on or before 4<sup>th</sup> of every month, the contractor will be penalized with an amount of Rs. 200/- per day per employee. The penalty by PEC will no way dilute the contractor of its responsibility and liability under the relevant labour laws. The contractor shall be solely liable for consequences initiated by any other statutory authority.**

3.21.2 In case of dishonouring of cheque by the bank for want of funds etc. issued to the outsourced employees by the contractor, a penalty will be invoked at the rate of Rs.500/- per dishonoured cheque in addition to the penalty mentioned at para 3.21.1 above.

3.21.3 The contractor and the employees of the contractor shall be penalized for any type of misconduct on the part of contractor/ its employee/s with an amount of Rs. Rs. 500/- per instant or more as deemed fit by PEC LIMITED.

### **3.22 SECURITY DEPOSIT**

The successful bidder shall submit a performance bank guarantee/Demand Draft of Rs. 10,00,000/- as security deposit within 10 days from the date of issue of Letter of Award. The performance bank guarantee shall remain valid for a period of 15 months from the date of issue of Letter of Award. In case the bidder fails to submit the performance bank guarantee or Demand Draft within the given time, the EMD amount will be forfeited and the contract will be terminated.

Also, the performance bank guarantee will be forfeited in case of any future breach of the contract.

#### **4. ANNEXURES**

#### **ANNEXURE-1**

#### **TECHNICAL BID**

#### **QUESTIONNAIRE TO BE FILLED UP BY THE FIRM / COMPANY APPLYING FOR TENDER FOR PROVIDING MANPOWER SERVICES AT PEC LIMITED**

1.	Name and Address of the Company /Firm  Contact No.  Email ID	
2.	Status of Bidder including partners (Attach documentary Proof)	
3.	Bio Data of key top Official (Please attach)	
4.	Financial Status of Bidder and/or his Associates including Annual Report of past 3 years with ROC (Registration of Companies) receipts duly authenticated by Chartered Accountant. (Attach documentary Proof)	
5.	Current list of clients with no. of personnel working in site (Attach documentary Proof)	
6.	Name of Contractor's 2 largest clients, to whom Contractor provides similar services.(attach documentary evidence)	
7.	Name and address of Contractor's bankers and provide a Solvency Certificate from the Bank for an amount of Rs. 10,00,000/--. This should not more than six months old (Attach documentary proof)	
8.	ESI Registration No, (Attach a copy	

	of the Registration Certificate)	
9.	PF Registration No. (Attach a copy of the PF Registration letter)	
10.	Income Tax Permanent Account No. (Attach documentary Proof)	
11.	Details of EMD / Bank Draft No. Date of Draft, bank Name	
12.	Any other documentary evidence in respect of the eligibility criteria mentioned in the NIT	

**SIGNATURE OF THE BIDDER :**

**NAME OF BIDDER :**

**SEAL OF BIDDER :**

**DATE & PLACE :**

**FINANCIAL BID**

PRICE SCHEDULE (The tenders will be evaluated on the service charge levied on the billing amount.)

The following is to be filled up without any cutting / overwriting / inking / erasing etc.

1. Contractor's service charges will be @\_\_\_\_\_percentage on the billing amount.

**Billing amount** = Gross monthly payment made to outsourced employees posted at PEC on the basis of monthly attendance and as per the consolidated wages fixed by PEC/ Minimum Wages Act as applicable to NCT of Delhi.

**Note :** The Service Charges should be exclusive of GST. Complementary service by any firm is not acceptable. If any firm quotes the Service Charges as Zero / Nil / Less than one per cent, it shall be treated as an invalid quote and shall result in summarily rejection of the financial bid even though the firm is otherwise technically qualified.

As per Ministry of Commerce Circular No.31/14/1000/2014-GA dated 17/09/2014 "Administrative charges quoted by the bidder necessarily has to be over and above ZERO PERCENT . Further Zero per cent includes all derivatives of Zero upto 0.9999 and thereof. Any Bid not adhering to the above guideline should be considered unresponsive and their bid should not be considered."

**SIGNATURE OF THE BIDDER :**

**NAME OF BIDDER :**

**SEAL OF BIDDER :**

**DATE & PLACE :**

**ACCETPANCE CERTIFICATE**

I.....(Designation).....

of (Name of the Company).....

.....hereby accept the Terms & Conditions as  
Mentioned in the tender document of PEC for providing manpower services.

**SIGNATURE OF THE BIDDER :**

**NAME OF BIDDER :**

**SEAL OF BIDDER :**

**DATE & PLACE :**

**ANNEXURE-4**

**PERFORMA OF MONTHLY SLIP TO BE ISSUED BY CONTRACTOR TO ITS EMPLOYEES**

Pay Slip for the month of	
Employee Number	
Name of the Employee	
Designation	
ESI Number	
PF No.	
Bank Account Number	
Monthly Wages	
Deductions towards ESI	
Deductions towards PF	
Total Deductions	
Net Pay in Hand	



**ANNEXURE - 5**

This is to certify that M/s ..... have not been black listed by any Government Organization during the last five years.

Signed by authorized signatory.....

Name of organization .....

Date :.....

**ANNEXURE-6**

**THE DETAILS OF CATEGORIES OF MANPOWER REQUIRED, MINIMUM QUALIFICATION AND CONSOLIDATED PAY RANGE ARE GIVEN BELOW:**

<b>Sr.No.</b>	<b>Categories</b>	<b>Minimum Qualification</b>	<b>Consolidated pay range (Rs.)</b>
i.	Data entry operator/secretarial assistance	Minimum intermediate or equivalent with good knowledge of English, Typing and Computer knowledge	Minimum wage of NCT of Delhi or as approved by PEC
ii.	Security Guard Supervisor	10 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
iii.	Security Guard	10 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
iv.	Messenger/Peon	10 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
v.	Pantry Boy	10 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
vi.	Electrician	10 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
vii.	Housekeeping Supervisor	8 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
viii.	Housekeeping employees	8 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC
ix.	Drivers	10 <sup>th</sup> pass	Minimum wage of NCT of Delhi or as approved by PEC

**NOTE:**

1. Type of manpower with different designation, qualification and wages may be added by PEC LIMITED, as per requirement from time to time.
2. For all the above posts, working knowledge of Hindi and English is a pre-requisite.
3. The consolidated emoluments shall be fixed for each outsourced employees based on their qualification, number of years of relevant experience, etc. and they may be eligible for appropriate increase in their consolidated emoluments every year to neutralize the increase in the consumer price index/or based Minimum Wages Act as applicable in NCT of Delhi. However, the outsourced employees cannot claim any employment in PEC LIMITED and hence cannot demand any bonus or benefits available to employees of this institute.

**INDEMNITY BOND**

This Indemnity Bond is made by M/s. \_\_\_\_\_  
\_\_\_\_\_ through its authorized representative Shri  
\_\_\_\_\_ S/o Shri \_\_\_\_\_ R/o  
\_\_\_\_\_ in favour of PEC  
LIMITED at NEW DELHI.

And whereas the executants have been awarded the tender for supply of various type of manpower at PEC LIMITED, Hansalaya, 15 Barakhamba Road, New Delhi - 110001.

And whereas for the purpose of deployment of outsourced manpower in various sections of PEC LIMITED is sanctioned by PEC, as manpower supply contract, till the completion of the period.

And whereas all the expenditure shall be borne by M/s. \_\_\_\_\_ and shall be paid by PEC on verification of bills submitted by contractor.

And whereas M/s. \_\_\_\_\_ shall pay the salary to its outsourced employees as per the structure agreed by PEC.

And whereas M/s. \_\_\_\_\_ indemnify to PEC LIMITED, against all the risks, losses, claims, damages, on account of supply of outsourced manpower.

And whereas the executants shall abide by all the rules-regulations and directions of PEC LIMITED.

In witness whereof this Indemnity Bond is made at \_\_\_\_\_ on \_\_\_\_\_, by the Executants in the presence of the following witnesses.

Witnesses:

1. EXECUTANT
- 2.