

**REQUEST FOR EXPRESSION OF INTEREST**  
**Punjab Municipal Infrastructure Development Company,**  
**Department of Local Government, Punjab**  
**Outsourcing the requirement of various categories of**  
**staff to an HR agency**

**E-Tender Notice No. 2923**

**Date: 19/06/2020**

Offers are hereby invited for outsourcing the services of various categories of employees such as Executive Assistants, DEO, LA, Care Taker, Peon, Chowkidar and other category of staffs for Punjab Municipal Infrastructure Development Company, Chandigarh or any other organization within Department of Local Government from service providers which have to be a Company registered under Companies Act or a Partnership firm registered with registrar of firms or a registered Proprietorship firm or any legal entity having PAN, TAN, EPF, ESI, GST, Regd. No. and possess minimum experience of 5 years in providing the various category services. The HR agency/service provider submitting offer should have valid license issued by the Competent Authority as required under the law. It is clarified that mere empanelment of agency shall not mean that the Department is obliged to outsource any service to the agency and the agency shall have no right to claim anything on this account. It shall be sole discretion of the Punjab Municipal Infrastructure Development Company, Local Government, Punjab whether it wants to outsource any service or not.

Before submitting the offer, the HR agency /service provider may visit the website [www.pmidc.punjab.gov.in](http://www.pmidc.punjab.gov.in) to seek detailed information of the scope of service to be provided.

The terms, conditions are given in the tender document which can be obtained from [www.pmidc.punjab.gov.in](http://www.pmidc.punjab.gov.in) on the payment of non-refundable fee of Rs.5000/- (Rupees Five Thousand only) shall be strictly payable through online mode only.

Availability of Tender Document online : 20.06.2020

Last date and time for online Submission : 11.07.2020 at 1300 Hrs

Place of submission of Tender:- : O/o General Manager (F&A),  
Punjab Municipal Infrastructure  
Development Company, 5th Floor,  
Punjab Municipal Bhawan, Sector  
35-A, Chandigarh,

Date of Opening of Technical Bid:- : 13.07.2020 at 1100 Hrs

Place of opening of Tender:- : O/o General Manager (F&A),  
Punjab Municipal Infrastructure  
Development Company, 5th Floor,  
Punjab Municipal Bhawan, Sector  
35-A, Chandigarh,

Date of Opening of Financial Bid (Only):- : to be intimated later on

Place of opening of Tender:- : O/o General Manager (F&A),  
Punjab Municipal Infrastructure  
Development Company, 5th Floor,  
Punjab Municipal Bhawan, Sector  
35-A, Chandigarh,

For participating in the above e-tendering process, the Contractors shall have to get themselves registered with [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) and get user ID, Password. Class-2 or 3 Digital signatures is mandatory to participate in the e-tendering process. For any clarification / difficulty regarding e-tendering process flow. Please contact us on 0172-2619163 / 0172-2619270/ 0172-2619158.

Tenders shall be opened in the presence of bidders or their authorized representatives, who wish to be present. All rights of rejection/acceptance wholly or partly any or all Tenders are reserved with the MD, Punjab Municipal Infrastructure Development Company, Department of Local Government or authorized officials of PMIDC, Department of Local Govt. Punjab.

**-Sd-**

**General Manager (F&A)  
Punjab Municipal Infrastructure  
Development Company, Chandigarh**

### **OTHER INSTRUCTIONS TO BIDDERS.**

1. The Bidders shall submit the following documents along with the Tender:-
  - i) Update Income Tax clearance certificate/latest Income Tax Return and last 3 years I.T.R. duly attested by a gazetted officer.
  - ii) Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five lakh only) shall be accepted through online mode only.

The Earnest Money of the unsuccessful bidders shall be refunded within a month after the written acceptance of Tender to the successful bidder, without any interest. However, the EMD of the successful bidder shall be converted into security deposit and will be held by Punjab Municipal Infrastructure Development Company, Department of local Government as performance guarantee.

- iii) Copy of registration certificate of being a Company issued by Registrar of Companies.
  - iv) Copy of balance sheet of last three years duly audited and attested by Chartered Accountant.
2. The Tender must be submitted online with the words "Offer for providing support services".

The Bidders must submit following two Bid's:

  - a. Online-1 : Online Submission in Excel sheet "Technical Bid".
  - b. Online-2 : Online Submission in Excel sheet "Financial Bid".
3. Technical bid should consist of the following:
  - a) Receipt for Earnest money deposited through online mode only.
  - b) Updated Income Tax Clearance Certificate/ latest Income Tax Returns and form 3CA-3CB (as the case may be) and 3CD duly for last three years along with PAN Number, TAN Number.

- c) Certificate of registration under Companies Act 1956, EPFO Act, ESIC Act and GST Act.
- d) Certificate regarding five years in operation.
- e) Certificate regarding minimum 500 persons working on company's pay role.
- f) Certificate regarding minimum 3 running contracts with more than 50 persons at one location.
- g) Undertaking for Labour license.

- B. The Financial bid of only those bidders will be opened who qualify in a technical bid.
3. Bidder signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify as to in what capacity he is signing.

Bidder signing the letter form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, authority of Punjab Municipal Infrastructure Development Company, Department of Local Government Punjab may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to all cost and damages arising from the Cancellation of the including any loss which PMIDC, Department of Local Government may have on account of execution of contract/intended contract.

Bidder signing the Tender or other document connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

- 4.** Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 5.** In the case of successful bidder the Earnest money deposit of Rs.5,00,000/- (Rupees Five lakh only) shall be converted in to security deposit and held with PMIDC, Department of Local Government as performance guarantee for the entire duration of the contract. Further, no interest shall be paid on this.
- 6.** The Tender shall remain valid for a period of 90 days from the date of submission. If a bidder withdraws or modifies the offer within this period, his Tender shall be cancelled and 50 (fifty)% of the earnest money shall be forfeited.
- 7.** Any one or more of the following action/Commission/omission are likely to cause rejection of bid:
  - I. Any bid received late without conclusive proof that it was delivered before the specified closing time.
  - II. Any bid not accompanied by required Earnest Money Deposit (EMD).
  - III. Any bid received unsealed or improperly sealed.
  - IV. Any conditional bid and unsigned bid.
  - V. Any bid in which rates have not been quoted in accordance with specified format/details a specified the Bid Document.
  - VI. Any bid received without documents required.
  - VII. Any efforts by the bidders to influence PMIDC in the bid evaluation, bid comparison or contract award decision.
  - VIII. Any bid received with period of bid shorter than 90 days.
- 8.** MD, Punjab Municipal Infrastructure Development Company, Department of Local Government or authority of PMIDC empowered, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder on the grounds of action.

- 9.** It is not binding to award contract at the lowest price received in the Tender and reserves the right to decide on the fair and reasonable price of the service Tendered for and counter offer the same to the bidders. All other terms and conditions of the Tender shall remain operative even if a counter offer rate is offered to the bidder(s). Rights are reserved to negotiate with the technically valid lowest bidder to arrive at the fair and reasonable price.
- 10.** The award of work order when issued to the successful bidder constitutes the contract with collateral support from terms and conditions of the Tender invitation notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which shall finally form the contractual obligations to be adhered to performed by the bidder and the known performance of any of such obligations make the bidder liable for consequential effects.
- 11.** The bid shall not contain corrections erasures or over writing.
- 12.** The successful bidder shall have to execute an agreement with Punjab Municipal Infrastructure Development Company, Local Government, Punjab on a non judicial stamp paper of Rs.200/-(Rupees two Hundred only) only and commence the work within 2 (two) weeks from the date of award, failing which PMIDC, Department of Local Government shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit and the bidder shall be liable for all consequential actions as indicated in this Tender and security and conditions.
- 13.** The bidders are advised to refrain from stipulating any conditions etc. in violation of the terms of the Tender. Rights are reserved to reject such Tenders in which conditions are stipulated, without assigning any reason thereof.
- 14.** Any matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.

- 15.** The bidder shall submit the Tender document along with enclosed forwarding letter duly signed by the authorized signatory.
- 16.** Bidder must have valid ISO 9001-2015 certificate and (or) valid OHSAS 18001-2007 certificate should be at least for last 6 months from the date of filling tender.
- 17.** The tenderer/contractor should not have ever been Black listed or debarred from participating in tendering Process by the PMIDC, Department of Local Government. An affidavit to this effect duly attested by the any Executive Magistrate be uploaded with the enlistment certificate & other documents.
- 18.** Tenderer must have current Solvency certificate of an amount not less than Rs. One Crore only issued by any of the commercial/Nationalized Bank.
- 19.** The Bidder should have office at Chandigarh or District- SAS Nagar (Mohali) or at Panchkula (Haryana). Valid Shop and establishment registration certificate should be attached.
- 20.** Maximum services charges paid to the service providers/ contractor shall in no case be more than 2.5% (two and half percent) of the amount of contract.
- 21.** The Bidder should have minimum experience of 5 years in providing satisfactory service to 03 different Departments of Government, Statutory bodies or Public Sector Undertaking. Entities should issued good performance certificate (enclosed photocopies of client contracts and good performance certificates issued by their authorized signatories).

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The General Manager (F&A),  
Punjab Municipal Infrastructure Development Company,  
Chandigarh.

Offer No. \_\_\_\_\_

Dated:

**Subject: - Submission of Tender for the contract for outsourcing the services of various categories of employees such as Executive Assistant, Data Entry Operator, Legal Assistant, Care Taker, Peon, Chowkidar and other categories of staffs as per requirement for Punjab Municipal Infrastructure Development Company, Department of Local Government, Punjab.**

Dear Sir,

With reference to your above mentioned notice inviting e-Tenders, I/We hereby officer to provide subject cited services to Punjab Municipal Infrastructure Development Company, Sector 35-A, Chandigarh and We shall execute the work truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for good conduct and behavior of the deployed staff, any complaint regarding their quality of service. In case of any dispute; the decision of the Punjab Municipal Infrastructure Development Company, Department of Local Government, Municipal Bhawan, Sector 35-A, Chandigarh shall be final and binding on me/us.

I fully, understand that in the event of my/our offer being accepted, you shall adjust the earnest money in security deposit payable by me/us for the faithful and satisfactory execution of the contract.

My/our Provident fund and ESI numbers are PF \_\_\_\_\_ ESI \_\_\_\_\_ (proof attached) respectively and I/We shall be responsible for paying the PF and ESI of our Workers.

I/We shall have no claim to the refund of earnest money/security prescribed against the Tender in the event of my/our non compliance of the



contract, provided such contract is implemented within the period of validity of my/our Tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory services/violation of any term or if I/We withdraw my Tender at any stage during the period of validity.

My/Our Tender shall remain valid for a period of 90 days from the last date prescribed for submission of the Tender against the above-mentioned notice.

My/Our Tender along with terms and conditions with relevant columns and Annexure duly filled in under my/our attestation and with each page of the Tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favourable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance. My/Our Tender constitutes a Firm Offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding or Contract Act 1872.

Thanking you,

Yours faithfully,

Signature (with name in capital letters)  
(with Stamp designation & Full Address)

Place \_\_\_\_\_

Date \_\_\_\_\_

## **CHAPTER-2**

### **TERMS AND CONDITIONS FOR PROVIDING SERVICES OF VARIOUS CATEGORIES OF STAFF TO PUNJAB MUNICIPAL INFRASTRUCTURE DEVELOPMENT COMPANY, LOCAL GOVERNMENT, PUNJAB.**

1. The Agency shall be responsible to provide the services of various categories of employees such as Executive Assistant, Data Entry Operator, Legal Assistant, Care Taker, Peon, Chowkidar and other categories of staff of Punjab Municipal Infrastructure Development Company, Department of Local Government, Punjab. Hence further referred to as department.
2. The bidder must have:- (i). Registration under EPF, ESI and GST and other relevant Act, (ii). Valid license under the laws. (iii). Minimum 5 years' experience in operation. (iv). Minimum 200 Personnel on its payrolls. (v). Minimum 3 running contracts for prestigious clients with more than 50 Personnel at one location. (vi). PAN number, TAN number, GST number. (vii). A turnover of at least Rs. 4 crore in year of 2019-20 and annual turnover of atleast Rs. 2 Crore every year in 2016-17, 2017-18 & 2018-19.
3.
  - a. The Agency shall ensure that before deputing the Personnel, they will verify the antecedents of all of them and provide a complete dossier of particulars of each personnel proposed to be deployed.
  - b. Official of Punjab Municipal Infrastructure Development Company, Local Government, Punjab or Joint MD- cum-CEO, Punjab Municipal Infrastructure Development Company, Local Government authorized by the competent authority shall have the right to check, from time to time, the performance and Works.
4. Mere empanelment of agency does not entitle it for securing any work from PMIDC, Department of Local Government. It is clarified that mere empanelment of agency shall not mean that the PMIDC, Department of Local Government is obliged to outsource any service to the agency and the agency shall have no right to claim anything on this account. It shall be sole discretion of the PMIDC, Department of Local Government whether it wants to outsource any service or not.

5. The salaries of the staff will be governed by minimum wages fixed by Deputy Commissioner Chandigarh or Deputy Commissioner of the district for manpower deputed at Chandigarh and in Field. In case minimum wage for a particular category has not been fixed by the Deputy Commissioner then the salary /wage fixed by PMIDC, Department of Local Government would be adopted and payable.
6. Amount to be charged by bidder should be quoted as percentage of the actual salary component of the employees to be outsourced by it. The quoted package rate shall be inclusive of all Taxes, Levies, Cost of consumables and non consumable items and any known and unforeseen expenses. The package rate shall be net and nothing extra shall be payable over and above the accepted rates except GST levied by Govt. of India as per law and on actual basis.
7. Agency shall comply with all statutory requirements existing or as promulgated from time to time viz. the payment of wages act, Provident Fund, Act, Employee State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act etc. Agency shall be held responsible, accountable, answerable, explainable, as the case may be. Further Agency shall not involve the Department of in any way what-so-ever in case of any violation of any law. The Agency shall supply a certified copy of their registration under the Provident Fund Act, ESI, Labour Laws, GST Act and Income Tax, Companies Act, Registrar of firm etc.
8. That the personnel deployed by the Agency shall be removed immediately if PMIDC, Department of Local Government considers such removal necessary on administrative grounds. In case of removal of such personnel, no claim shall be maintainable against PMIDC, Department of Local Government. Duration of contract shall be Three year, subject to quarterly appraisal and review by PMIDC, Department of Local Government. In case the performance of the agency is not found to be satisfactory as per parameters of contract or not in conformity with the terms & conditions of the contract or not in conformity with the terms & conditions of the agreement, the contract can be terminated even prematurely and the security deposit shall be forfeited. The contract will

stand terminated without any prior notice on the expiry of contract period. Contract may further be extended further on yearly basis on same terms & conditions and rates at the sole discretion of the Department.

10. If Department incurs any expenses or any liability is put on them in connection with the deployment of the Personnel of Agency, the same shall be adjusted from the bill of Agency.
11. The Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them at the offices have been paid fixed wages, as per agreement and that all other statutory requirements and payments in this regard have been complied with.
12. Any Personnel so deployed shall remain on duty for the required time period.
13. All the assets and articles, if any, provided by PMIDC, Department of Local Government shall be the property of Department and Agency shall be merely the custodian of such assets and articles. On termination of contract any time earlier than the stipulated period or as Department may decide at its sole discretion, or at completion of contract, such property shall be handed over to Department.
14. The payment for service under this agreement shall be made on monthly basis through A/c payee cheque /Bank draft or direct transfers through electronic means drawn in favour of the Agency and payable at Chandigarh after receipt of the bill for each calendar month, duly supported with the requisite details of the daily attendance and other records which shall be Open for inspection. The final payment shall however be made only after adjusting all the claims, if any.
15. The Personnel employed by the Agency will be the employees of the Agency and Department shall have nothing to do with their employment or non employment. The personnel employed by the Agency shall have no right whatsoever to claim employment from State /Department .In case of any loss to any personnel employed, that shall be responsibility of the Agency.

16. The personnel employed by the Agency will not join any union and shall have absolutely no claim for employment in State Govt/Department or any other claim on service matter.
17. The Agency shall provide skilled employees as per requirement of post.
18. Any payment required to be made by the agency to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of Agency. This would include specific responsibility with regard to the provisions of the minimum wages act and/or any other law, which may be applicable in the instant case. Department will in no case be responsible for default, if any, in this regard. Department's liability towards personnel will be limited to the extent of the contract price accepted.
19. The Agency while discharging its duties will be bound by operational parameters given by PMIDC, Department of Local Government from time to time.
20. All matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.
21. The contractor shall submit the following documents along with the Tender:
  - i) Up-to-date Income tax clearance certificate/latest income tax return along with form 3CA-3CB and 3CD duly attested by a gazetted officer.
  - ii) Earnest Money Deposit of Rs.5,00,000/- ( Rupees Five lakh only) which is to be paid through online mode only.
  - iii) The Earnest Money of the unsuccessful bidders shall be refunded within a month after the written acceptance of Tender to the PMIDC, Department of Local Government without any interest. However, the EMD of the successful bidder shall be converted into security deposit and held by Department as performance guarantee.
22. Offer will be accepted in two sealed envelopes super scribed as "Original Tender Document containing Price schedule" (Financial

bid\*) and "Commercial Document containing Earnest Money and other documents" (Technical bid\*\*) respectively.

Both the envelopes should be enclosed in a separate sealed envelope, prescribed suitably with "Tender for providing services of various categories of staffs

\* Financial bid should consist of Tender document duly signed by the bidder on every page and price schedule.

\*\* Technical bid consist of the following:

- a) Receipt of Earnest money deposited
- b) Updated income clearance certificate/updated income tax return alongwith form 3CA-3CB and 3CD with PAN No.
- c) Registration under, PAN, TAN, EPF, ESI and GST.
- d) Certificate regarding five years in operation.
- e) Certificate regarding minimum 500 persons on company's pay role.
- f) Certificate regarding minimum 3 running contracts with more than 50 persons at one location.
- g) Undertaking for Labour License.

The financial bid of only those bidders will be opened who qualify in technical bid.

23. The Agency shall be responsible for all injury and accidents to persons employed by them while on duty.
24. The Agency shall be responsible for the good conduct and behavior of its Personnel. If any Personnel of the agency is found incompetent or misbehaving with State Govt employees, the Agency shall terminate the service of such employee at their own risk and responsibility. Therefore, The Agency shall issue necessary instructions to its employees to act upon the instructions given by PMIDC, Department of Local Government or the Supervisory staff deployed by them.
25. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify in that capacity he is signing and also certify that he is fully empowered and competent to do so.

26. In the event of any loss being caused to Department on account of the negligence of the employee of the agency, the agency shall make good the loss sustained by the PMIDC, Department of Local Government, either by the replacement or on payment of adequate compensation.
27. The Agency shall not appoint any sub-agency to carry out an obligation under the contract.
28. None of the Personnel of the agency shall enter into any kind of private work.
29. The professionals deployed by the agency shall be of good character and of sound health and shall not be less than 21 years of age.
30. The agency shall maintain complaint Book which will be made available to the supervisory staff of Department.
31. TDS/GST as applicable will be deducted/ paid as per rules.
32. The Tender shall remain valid for a period of at least 90 days from the date of submission. If bidder withdraws or modifies the offer within this period, his Tender shall be cancelled and 50 (fifty) % of the Earnest Money shall be forfeited.
33. In exceptional circumstances, PMIDC, Department of Local Government may request the bidders' consent for an extension of the period of bid validity. A bidder may however, be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
- 34. Any one or more of the following action/Commission/omission are likely to cause rejection of bid.**
  - i) Any bid received late without conclusive proof that it was delivered before the specified closing time.**
  - ii) Any bid not accompanied by required Earnest Money Deposit (EMD)**
  - iii) Any bid received unsealed or improperly sealed.**
  - iv) Any conditional bid and unsigned bid.**

- v) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Document.**
  - vi) Any bid received without documents mentioned in this Tender notice.**
  - vii) Any effort by a bidder to influence Punjab municipal Infrastructure Development Company (PMIDC), Department of Local Government in the bid evaluation, bit comparison or contract award decision.**
  - viii) Any bid received with period of validity of bid shorter than 90 days.**
35. PMIDC, Department of Local Government reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring any liability to the affected bidder or bidders on the grounds of Department's action.
36. PMIDC, Department of Local Government is not bound to award contract at the lowest price received in the Tender if they are not substantially responsive.
37. The award of work order, when issued to the successful bidder, constitutes the contract with collateral terms and conditions of the Tender notices as well as formal agreement on stamped paper affixed with non judicial stamps, all of which will finally form the contractual obligations to be adhered to/performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential action.
38. The bid shall not contain corrections, erasures or over writing.
39. The successful bidder shall have to execute a tripartite agreement with PMIDC, Department of Local Government or its authorized representative on a non-judicial stamp paper of Rs. 200/- (Rupees Two hundred only) and commence the work within 2 (two) weeks from the date of award, failing which the PMIDC, Department of Local Government shall be at



liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.

40. The bidders are advised to refrain from stipulating any conditions in violation of the terms of the Tender. PMIDC, Department of Local Government reserves the right to reject such Tenders in which condition(s) is stipulated, without assigning any reason thereof.
41. The tenderer shall quote monthly charges/rates for providing the above services.
42. The functional office of service provider should contain HR infrastructure on IT/ HRM-Software for Handling day to day Employees Information pertaining to salary slips, Tax Management, leaves Management, Statutory Management (ESI and PF) etc. and other HR functions. (The department will require access for monitoring Hr. and financial activities from last 03 years).
43. The bidder shall not engage any sub-contractor or transfer the contract to any other person in any manner.
44. As per guidelines of Supreme Court of India, no person will be allowed smoking in public place. The bidder will responsible, if any, worker provided by him is found smoking in the premises and he will be penalized in accordance with the laws.
45. The department will not provide any transport, canteen, medical facility to the employees of Services Provider, which shall be the sole responsibility of the contractor. Similarly no housing accommodation to the personnel deployed the contractor will be provided by the department.
46. The contractor will have the responsibility to strictly adhere to workmen welfare compensatory payments as per Labour Act & Worker compensation Act as laid down by the Punjab Govt. and the Department will not be responsible in the event of any default.
47. The bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The bidder shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the Bidder in respect thereof, which may arise.

48. The PMIDC, Department of Local Government will deduct statutory dues or any other govt. liability as decided by the competent authorities at source from the Bidder at the prevailing rates of such sum.
49. The contractor at his own level shall get EPF and ESI Nos. allotted for the labour engaged for this work from the RPF commissioner. The contractor will take necessary action at this own level as per Employees provident funds and miscellaneous provisions Act.1952 amended from time to time and will furnish the EPF & ESI Nos. and proof of deposit of EPF & ESI contributions in respect of all the employees directly or indirectly engaged by him relating to services to be provided to the PMIDC, Department of Local Government for his work. Further, in case of any default or liability which may arise to the Council on this account, PMIDC Department of Local Government will be at liberty to deduct such amount from the outstanding payment of the contractor or from performance guarantee or any other due of the contractor.
50. The bidder shall be responsible to provide immediate replacement of any staff, which is not available for duty at the place of posting.
51. The staff engaged by the bidder shall be available at all the times as per their duty roster and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the office-in-charge.
52. During the course of contract, if any of bidder's personnel are found to be indulging in corrupt practices or causing any loss of revenue to the PMIDC, Department of Local Government, it shall be entitled to terminate the contract forthwith duly forfeiting the bidder's performance security.
53. The bidder shall not hire personnel with dubious records i.e. without character certificate and its verification.
54. The workers will report at the work place as per the time schedule given by PMIDC, Department of Local Government.
55. The personnel supplied will to be extremely courteous with very pleasant manners in dealing with the staff/visitors, especially with females, children and senior citizens and should project an image of utmost discipline.

56. The contractor will have to submit complete police verifications forms alongwith demand drafts if any in favour of concerned authority for verification of character. In case of non clearance of antecedents by the police / civil authorities, the department reserves the right to terminate the contract. In addition, the contractor will be responsible for the good conduct & behavior of himself & staff employed by him for the work at site.
57. The list of persons likely to be engaged on the work along with their photographs & residence proof shall be given by the firm within one month of start of the work. Persons enlisted only will be allowed on the work.
58. During travel on behalf of PMIDC, Department of Local Government in the field, your employee will be provided with suitable transport or will be entitled to TA/DA as per Punjab Government TA rules or expenditure included or actual basis, whichever is applicable.
59. The personnel deployed by the contractor will be only entitled to gazetted holidays as declared by PMIDC, Department of Local Government but will not be entitled to any other leave during this appointment except casual leave on proportionate basis (maximum 18 days in a year). All leave is required to be sanctioned in advance. In case your employee remain absent without sanctioned leave for 4 days consecutively or more, he/she will be deemed to have left the service.
60. Any act on the part of the bidder to influence anybody in the PMIDC, Department of Local Government is liable to rejection of this tender.
61. Jurisdiction of Court: The courts at Chandigarh shall have the exclusive jurisdiction to try all disputes if any, arising out of this agreement between the parties.
62. In case of unsatisfactory performance reasonable opportunity/ time will be given by Punjab Municipal Infrastructure Development Company, Department of local Government to resolve the complaint, failing which, a penalty of Rs. 5000/- per day per complaint on account of deficiency shall be imposed on the bidder & recovered from the bills.

63. The Competent Authority for imposing the penalty shall be the Punjab Municipal Infrastructure Development Company, Department of Local Government.
64. **Procedure for Release of Payment:** The bidder shall pay wages to its workers/workmen latest by 7th of the respective month before submitting his claim for reimbursement as per this contract agreement. Payment shall be made to the agency within 15 working days on submission of the valid bill and if the bill submitted is found in order as per contract in every respect. The PMIDC, Department of Local Government will make all out efforts to clear the bill in 15 days from the date of submission of bill.
65. The claim must be supported by proof of bidder having deposited EPF/ESI contributions and GST (or any other Govt. liabilities) relevant to the preceding month of the workers/workmen deployed by the bidder along with detail of such workers in the Performa prescribed under EPF Scheme 1952 & EPF and Miscellaneous Provision Act 1952 considered incomplete and contractor profit of the monthly amount payable under this contract shall be withheld till the compliance of the stipulation given herein. (Gazette copy Attached).
66. The Bidder must get the salary Bank Accounts of all his workers opened in any Bank in Chandigarh/Punjab jurisdiction within 7 days of the deployment of the worker and deposit/transfer their wages directly to these accounts or will supply photo copy of cheques disbursed. No cash payment will be allowed.
67. The Income Tax/Labour Cess/Sales Tax or any other Govt. liabilities or any other statutory levy/tax as applicable will be payable by the bidder and shall be deducted at source as per law.
68. No request for advance payments will be entertained and offer with such conditions will not be considered.
69. The penalty imposed on the bidder for disruption of service shall not be displaced by him on his workers.

70. In the event of default being made in the payment of any money in respect of wages of any person deployed by the bidder for carrying out this contract and if a claim therefore is filed in the officer of the Labour Authorities, and if the bidder fails to settle the claim then PMIDC, Department of Local Government will make the necessary payment on the behalf bidder and recover the same from the bidder during the period of contract. The PMIDC, Department of local Government may, failing payment of the said money by the bidder, make payment of such claim on behalf of the bidder to the said Labour.
71. Bidder should within 45 days from the date of completion of the contract period submit the certificate from EPF and ESI authorities that nothing is due from the contract from the employee's deputed in the PMIDC, Department of local Government.
72. If as a result of post payment audit any overpayment is detected in respect of Providing services by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the PMIDC, Department of local Government from the bidder.
73. The tenderer/contractor should not have ever been Black listed or debarred from participating in tendering Process by the Department. An Affidavit to this effect duly attested by the 1st Class Magistrate be upload with the enlistment certificate & other documents.
74. A bank Guarantee of schedule bank in the prescribed format (Specimen form attached) in favour of Punjab Municipal Infrastructure Development Company, Department of Local Government Sector 35-A, Chandigarh for an amount of 5% of the amount of contract which shall remain valid upto six months beyond the date of completion of the contract to cover the amount of the compensation of the breach of contract. No payment of any kind will be made till such guarantee is received. The Performance Guarantee shall stand forfeited in case of dissatisfactory service as the case deemed fit by the Client i.e. PMIDC, Department of local Government or any other officer authorized.

75. Service provider shall not charge any type of fee/ charges by whatever name called from the candidate/ employee at the time of registration.

76. **Arbitration:-**

- (a) Except otherwise provided else-where in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/ after completion or abandonment of work or during extended period, arises between parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Punjab Municipal Infrastructure Development Company, Department of Local Government.
- (b) If the arbitrator, to whom the matter is originally referred, dies or refuses to act or resigns/withdraws for any reason from the positions of arbitration, it shall be lawful to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect, failing which the arbitrator shall be entitled to proceed denovo.
- (c) The venue of arbitration shall be at Punjab Municipal Bhawan, Sector 35-A, Chandigarh or such other place as agreed upon at Chandigarh.
- (d) The provisions of the Arbitration and Conciliation Act and any statutory modifications, re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (e) PMIDC, Department of Local Government reserved the right to accept or reject any Tender without assigning any reason.

77. **FORCE MAJURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, or any obligation under this contract, is prevented or delayed by reason of floods, explosions, epidemics,

quarantine restriction or act of God (hereinafter referred to as events), provided a notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of PMIDC, Department of Local Government as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or ;in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate Contract.

Provided also that if the contract is terminated under this clause, Department will be at liberty to take over from the Agency, the Personnel, equipment etc. deployed in the offices until a new agency commences the operation.

General Manager (F&A),  
Punjab Municipal Infrastructure  
Development Company, Chandigarh

**PUNJAB MUNICIPAL INFRASTRUCTURE  
DEVELOPMENT COMPANY, LOCAL GOVERNMENT  
PUNJAB**

**PRICE BID/FINANCIAL BID**

**Tender No.-** :

**Name of the work** : **Selection of Agency for Providing Various Professional Support Services**

**Name of the Firm/ Company/Agency** : .....

**1. Components of Wages:**

- a. Basic (Prevalent D.C. Rates).
- b. Statutory Payments (EPF, ESI, GST etc. at prevalent Rates) (Statutory Payments as applicable shall be reimbursed by the PMIDC to the Services Provider on evidence of actual payment of these obligations by the service provider) and Gratuity as per rules.
- c. Firm's rate will be for the following component only.  
Management and Administrative fee of service provider : .....%  
@% of total monthly bill (In numbers and words) : (.....)

**Declaration by the Bidder:**

It is certified that I/We before signing this tender document have read and fully understood all the terms and conditions and undertake myself/ourselves to abide by them. I fully agreed and accepted the present rate and changed rate in time to time, all taxes as per government norms and terms and conditions of the Punjab Municipal Infrastructure Development Company.

Date ..... Signature of the Bidder  
Place ..... Name .....

Designation:(Seal).....  
Address.....  
.....  
Phone No. (O) .....  
Mobile No.....  
Email Address .....



**NATURE AND SCOPE OF SERVICES TO BE RENDERED BY THE SERVICE PROVIDER IN PURSUANCE OF THE CONTRACT**

1. Staff such as ADO, ANO , Executive Assistant, Data Entry Operator, Cake Taker, Peon, Chowkidar and other categories of staff and also IT Staff such as System Analyst, Mobile Application Developer, MIS Expert, Programmer etc.
2. Other supporting clerical staff.
3. Clerical work including record keeping, file maintenance, correspondence etc.
4. Clerical work including stenography and typing.
5. Helping services including security duties.
6. Helping services including messenger work, file transmission etc.

**General Conditions:**

The Service provider shall ensure that all the personnel/ employees deployed by the Service provider to discharge his obligations under this Contract, except those specifically exempted by the CLIENT, are in proper formal dress, complete with Identity Cards, Badges etc., at all times during their presence at the office premises of the CLIENT.

**Annexure B**

**INDICATIVE NUMBERS AND CATEGORIES OF PERSONNEL TO BE  
DEPLOYED BY THE SERVICE PROVIDER FOR MEETING THE CURRENT  
SERVICE REQUIREMENTS OF THE CLIENT AT THE TIME OF  
COMMENCEMENT OF CONTRACT**

<b>Sr. No.</b>	<b>Indicative Category of Personnel/ Nature of Services Number of</b>	<b>Number of Personnel/ Quantum of Services</b>
1.	Executive Assistant (Clerical work/ Stenography/ Typing), LA, Sr. EO, ANO, ADO	
3.	Care taker, Peons, Chowkidar	
5.	Other Staffs as per requirement	

**CHAPTER-4**  
**Contract form**  
**SERVICE AGREEMENT**

THIS TRIPARTITE AGREEMENT is made on this day of

Between

Joint Managing Director-cum-CEO, Punjab Municipal Infrastructure Development Company (hereinafter referred to "PMIDC, Department of Local Government", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first and second part

**And**

M/S\_\_\_\_\_a Company registered under the Companies Act, 1956 having its place of business or registered office at \_\_\_\_\_acting through\_\_\_\_\_. Its Program Director (hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof, be deemed; to meant and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) or the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be of the second part.

WHEREAS the Service Provider is engaged in the business of providing services.

AND WHEREAS on the aforesaid representation made by the Service Provider to Department, the parties here by 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 REPRESENTATION AND WARRANTIES.**

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

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further action including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions to authorize the execution, delivery and performance of this agreement.
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the PMIDC, Department of Local Government.
- 1.3 shall, on the execution of this agreement and while provide services to PMIDC, Department of Local Government not violate, breach and contravene any condition of any agreement entered with any third party.
- 1.4 has compiled with and obtained necessary permissions /licenses / authorizations under the Laws of Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

## **2. OBLIGATIONS OF THE SERVICE PROVIDER**

- (a) The Service Provider shall operate and provide services of various categories of employees such as Executive Assistants, DEO, LA, Sr. EO, ANO, ADO, Care taker, Peon, chowkidar, and other Supporting staffs as per requirement for Punjab Municipal Infrastructure Development Company, Department of Local Government, Punjab and other organization within the Department of Local Government (as required from time to time) in its various offices located all over the State during this service agreement period on all

working days of the week except Sunday and holidays notified by Govt. of Punjab.

- (b) The regularity of the performance of the service will be the essence of this agreement and shall form central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by PMIDC, Department of Local Government from time to time.
- (c) If the PMIDC, Department of Local Government notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the Services Provider will take corrective steps immediately to avoid recurrence of such incidents and will report to Department.
- (d) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/ irregular activity, misconduct, the Service Provider shall take appropriate action against erring personnel and intimate accordingly to PMIDC, Department of Local Government and shall on its own take action in accordance with law.
- (e) The Service Provider shall furnish a personal guarantee of its Managing Director/Board of Directors, guaranteeing the due performance by the Service Provider of its obligations under this agreement.
- (f) The Service Provider shall abide by all the terms & conditions of DNIT given in chapter 2.

### **3. TERMS OF PAYMENT**

- (a) Fees and charges for the services to be rendered are at Annexure 'A' as agreed to between the parties.
- (b) All payments made by PMIDC, Department of Local Government shall be after deduction of tax at source

wherever applicable as per the provisions of the Income Tax Laws and other relevant Laws.

- (c) The Service Provider, being the employer in relation to Personnel engaged/employed by it to provide the service under this agreement shall alone be responsible and liable to pay salaries and all statutory dues to such persons which in any case shall not be less than the specified minimum salary. The service provider will also observe compliance of all the relevant labour laws.
- (d) The Service Provider will have to attach the copy of attendance register received from Department of the preceding month along with the bill to be submitted on the 7<sup>th</sup> day of every calendar month for verification to the nominated official of PMIDC, Department of Local Government. The Service Provider shall ensure that payment to the deployed staff is transferred electronically direct in their Bank accounts under intimation to Department.

#### **4. SUBMISSION AND VERIFICATION OF BILLS**

The Service Provider shall submit on a monthly basis the bills for the services rendered to enable Department to verify and process the same.

#### **5. DISCIPLINE**

- (a) The Service Provider shall issue identity cards, as prescribed, to its personnel deputed for rendering the said services.
- (b) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever PMIDC, Department of Local Government. shall under no circumstances is to be deemed or treated as the employer with respect to any persons(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would Department be liable or any claim(s) whatsoever, of any such person(s).

## **6. NATURE OF AGREEMENT**

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

- (a) This agreement does not create and shall not deem to create any employer-employee relationship between PMIDC, Department of Local Government and the Service Provider or its Personnel. The Service Provider shall not by any acts, deed or otherwise represent that the Service Provider is representing or acting as agent of PMIDC, Department of Local Government, except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract professionals. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only. The Service Provider shall be liable to make payment to its said employees towards their monthly salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages, bonus, gratuity etc.
- (c) PMIDC, Department of Local Government shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/or indirectly, in any manner whatsoever.

## **7. STATUTORY COMPLIANCES**

- (a) Service Provider shall obtain all registrations(s)/permission(s) etc. which are/may be required under any labour or other Laws for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Laws, Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Labour Commissioner/ Department indemnified against all

losses, damages, claims actions taken against Department by any authority/office in this regard.

- (c) The Service Provider undertakes to comply with the applicable provisions of all legislations including Welfare legislations and more particularly with the Contract Labour (Regulations and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and 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 the Service Provider is fully responsible to ascertain and understand the applicability of various Laws, and take necessary action to comply with the requirements of laws.
- (d) The service Provider shall given an undertaking by the 22<sup>nd</sup> of each month to PMIDC, Department of Local Government that service provider has compiled with his statutory obligations. A draft of the said undertaking is attached herewith as Annexure 'B' to this agreement.

#### **8. ACCOUNTS AND RECORDS**

- (a) The service Provider shall maintain accurate accounts and records, statement of all its operations and expenses in connection with its functions under this agreement in the manner specified by PMIDC, Department of Local Government.
- (b) The service provider shall forthwith upon being required by PMIDC, Department of Local Government allow them or any authorized representative to inspect, Audit or take copies of any records maintained by the Service Provider. The Service provider shall also cooperate in good faith with Department to correct any practices which are found to be deficient as a result of any such audit within reasonable time after receipt of the report from them. However, upon discovery of any discrepancies or under payments



the Service Provider shall immediately reimburse Department such discrepancies or overcharge.

## **9. INDEMNIFICATION**

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by PMIDC, Department of Local Government as the result of acts of commission or omission, negligently or otherwise of its personnel while providing the said Services at anytime of the premises of Department or otherwise.
- (b) The Service Provider shall at all times indemnify and keep indemnified PMIDC, Department of Local Government against any claim on account of Disability/ Death of any its personnel caused while providing the services within or outside the site or other premise of Department which may be made under the workmen's Compensation Act, 1923 or any other laws or any other statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the personnel of the Service Provider in respect of any claim, damage or compensation under labour laws or other laws or rules made there under.
- (c) The Service Provider shall at all times indemnify and keep indemnified PMIDC, Department of Local Government against any claim by any third party for any injury, damage to the property or Person of the Third Party or 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 premises or before and after that.
- (d) If at any time during the Operation of this agreement or thereafter Department is made liable in any manner whatsoever by the 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 clauses No. (a), (b)

and (c) hereinabove, the Service Provider shall immediately pay Department all such amount and costs also and in all such cases/event the decision of

Administrative MD, PMIDC, Department of Local Government or authorized official shall be final and binding upon the Service Provider. Department shall be entitled to deduct any such amount as aforesaid from the security and/or from any pending bills of the Service provider.

#### **10. LIABILITIES AND REMEDIES**

In the event of failure of the Service Provider to Provide the Services or part thereof as mentioned in this agreement for any reasons whatsoever, PMIDC, Department of Local Government shall be entitled to procure services from other sources at the risk and cost of Service Provider.

#### **11. LOSSES SUFFERED BY SERVICE PROVIDER**

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

#### **12. TERM**

This agreement shall be effective for a period of one year with effect from \_\_\_\_\_ upto \_\_\_\_\_ on terms & conditions mentioned in this agreement and all terms & conditions accepted by the contractor in the Tender document and can be extended further on the same terms, conditions and rates at the sole discretion of Punjab Municipal Infrastructure Development Company, Department of Local Government, Punjab.

### **13. TERMINATION**

- (a) Either party can terminate this agreement by giving one month's written notice to the other without payment of any compensation thereof. However, PMIDC, Department of Local Government shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligation.
- (b) If service Provider commits breach of any covenant or any clause of this agreement, PMIDC, Department of Local Government may send a written notice to Service Provider to rectify such breach within the time limit 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 Department for losses or damages on account of such breach.
- (c) PMIDC, Department of Local Government shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, stops its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

### **14. ASSIGNMENT OF AGREEMENT.**

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, without the prior written consent of PMIDC, Department of Local Government shall be a ground for termination of this agreement forthwith.

### **15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER**

- (a) The Service Provider shall furnish to PMIDC, Department of Local Government all the relevant papers regarding its constitutions, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the

concerned Government authorities required for running such a business of Service Provider.

- (b) The Service Provider shall always inform PMIDC, Department of Local Government in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of Department.

**16. 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 or such other addresses as may be intimated from time to time in writing.

PMIDC, Department of Local, Govt.  
Punjab

Service Provider

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**17. CONFIDENTIALITY**

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of PMIDC, Department of Local Government and it undertakes that it shall not, without prior written consent, provide or make available any information in any form to any 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.

**18. ENTIRE AGREEMENT**

This agreement represents the entire agreements, the parties and supersedes all previous other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

**19. AMENDMENT/MODIFICATION**

The parties can amend this agreement 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.

**20. 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 will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

**21. CAPTIONS**

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

**22. WAIVER**

At any time if any concession is granted that shall not alter or invalidate this agreement nor constitute the waiver of any of the provisions. Waiver, if any, has to be in writing.

**23. FORCE MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, or any obligation under this contract, is prevented or delayed by reason of floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided a notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of PMID, Department of Local Government as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or ;in part of any obligation under his contract is

prevented or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate Contract.

Provided also that if the contract is terminated under this clause, PMIDC, Department of Local Government be at liberty to take over from the Agency, the Personnel, equipment etc. deployed in the offices until a new agency commences the operation.

#### **24. DISPUTE RESOLUTION**

This agreement shall be deemed to have been made/executed at \_\_\_\_\_ for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any, dispute is not settled amicably, the same shall be referred the sole arbitrator as indicated in Chapter-2 to be appointed by PMIDC, Department of Local Government. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be Chandigarh.

#### **25. JURISDICTION**

The applicable law governing this agreement shall be the laws of India and the courts at Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

#### **26. TWO COUNTER PARTS**

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 order acceptance, it will be taken that all terms are acceptable.

#### **27. LIST OF ANNEXURE**

ANNEXURE 'A' \_\_\_\_\_

ANNEXURE 'B' \_\_\_\_\_

**IN WITNESS WHEREOF PUNJAB MUNICIPAL INTRASTRUCTURE DEVELOPMENT COMPANY, LOCAL GOVERNMENT PUNJAB AND THE \_\_\_\_\_ (NAME OF SERVICE PROVIDER) HAVE SUBSCRIBED 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   | Signature                       |
|    | Name        | Name                            |
|    | Date        | Date                            |
|    | Designation | Designation                     |
| 2. | Signature   |                                 |
|    | Name        | For and on behalf of            |
|    |             | Punjab Municipal Infrastructure |
|    |             | Development Company             |
|    | Date:       |                                 |
|    | Designation |                                 |
| 1. | Signature   | Signature                       |
|    | Name        | Name                            |
|    | Date        | Date                            |
|    | Designation | Designation                     |
| 3. | Signature   |                                 |
|    | Name        | For and on behalf of            |
|    |             | Punjab Municipal Infrastructure |
|    |             | Development Company             |
|    | Date:       |                                 |
|    | Designation |                                 |

**SIGNED, SEALED AND DELIVERED**

**WITNESSES**

1. Signature  
Name  
Date  
Address

Signature  
Name  
Date  
Address

2. Signature  
Name

For and on behalf  
Of the Service Provider

Date  
Address



## ANNEXURE-A

### Price Schedule

	Service Charges /Administrative Charges in Percentage. (Including all charges and GST as per Government rule shall be extra).
--	--

Total monthly Service Charges /Administrative Charges in Percentage.

In words :-\_\_\_\_\_

1. The quoted rates are inclusive of all taxes, levies, statutory liabilities,  
Cost of consumable and non-consumable items and any other known and unforeseen expenses. The rates shall be net and nothing extra shall be payable over & above the accepted rates.

(Signature of Contractor)

(Seal)



**SPECIMEN FORM FOR PERFORMANCE BANK GUARNATEE**

To

Name of Employer .....  
Address of Employer .....

WHEREAS (Name and Address of Contractor).....

..... (Hereinafter called 'the contractor') has undertaken, I n Pursuance of contract  
No..... dated ..... to execute (Name of contract and Brief  
description of works) .....  
Called 'the contract'.

AND WHEREAS it has been stipulated by you in the said contract that the  
contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum  
specified therein as security for compliance with his obligations in accordance with the  
contract.

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on  
behalf o the Contractor, up to a total amount of Guarantee  
..... (in words) .....we  
undertake to pay you, upon your first written demand and without cavil or argument, any  
sums within the limits of amount of Guarantee ..... as aforesaid without  
your needing to prove or to show grounds or reasons for your demand for the sum  
specified therein.

We hereby waive the necessity of your demanding the said debt from the  
contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms  
of the contract or of the works to be performed there under or any contract documents  
which may be made between you and the contract shall in and may release us from any  
liability under this guarantee, and we hereby waive notice of any such change, addition  
or modification.

This guarantee is valid until the date ..... Months after the issuing  
of the maintenance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR .....

Name of the Bank .....

Address .....

Date .....