

Punjab Engineering College, Sector-12, Chandigarh

(Deemed to be University)

E-TENDER NOTICE

E-tenders are hereby invited for the outsourcing Horticulture & Gardening Services in Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh as per details given below:

Period of Contract	Estimated cost	EMD	Submission of e-tender
Initially two years, extendable by another one year	Rs. 2.50 Crore	5.00 lacs	Start date: 30.07.18 at 5:00 p.m. End date: 20.08.18 at 3:00 p.m.

Tender document can be downloaded from the website of Punjab Engineering College, (Deemed to be University) Sector-12, Chandigarh

www.pec.ac.in or <http://etenders.chd.nic.in>

Registrar
Punjab Engineering College,
(Deemed to be University)
Sector-12, Chandigarh
Phone: 0172-2753055

Punjab Engineering College, Sector-12

TENDER DOCUMENT

TENDER FOR AWARD OF CONTRACT FOR OUTSOURCING OF HORTICULTURE SERVICES

IMPORTANT INSTRUCTIONS FOR BIDDERS

1. Tenders without digital signatures will not be accepted by the electronic tendering system. No tender will be accepted in physical form and in case it has been submitted in physical form it shall be rejected.
2. Before submission of on-line bids, bidders must ensure that scanned copies of all the necessary documents have been up-loaded along with the bid.
3. Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh will not be responsible for any delay in on-line submission of bids due to any reason whatsoever.
4. For the tender to be valid the Earnest Money Deposit is acceptable only in the form of Demand Draft/ FDR/ Bank Guarantee drawn in favour of Director, Punjab Engineering College, Sector-12, Chandigarh and payable at Chandigarh. The bidder is required to submit EMD in the Estate Office of the Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh on the specified date.
5. The tenderer(s) should submit their tender in three parts i.e. (i) Bid Guarantee (Earnest Money Deposit) (ii) Technical Bid (iii) Price Bid. Each part should be submitted separately as explained below:
 - (i) Bid Guarantee (Earnest Money Deposit) in physical form should be placed and submitted in a separate sealed cover duly super-scribed "BID GUARANTEE FOR AWARD OF CONTRACT FOR PROVIDING HORTICULTURE & GARDENING SERVICES" and submitted in the Estate Office of the Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh on the specified date. Its scanned copy is also required to be uploaded on-line on the specified date.
 - (ii) Technical Bid/ Tender Document including Section-A to Section-F along with Annexure-I to Annexure-V should be in a separate cover (on-line) as well as in physical form with covering letter as per Annexure-I.
 - (iii) **Price Bid should be submitted on-line only.**
6. The Tenderer should keep his offer valid for acceptance for a period of 90 days from the date of opening of the Price Bid. In case, the Tenderer is unable to keep his offer open for the above said period, his tender shall be treated as invalid.
7. EARNEST MONEY/ SECURITY DEPOSIT and/ or any other sum of the tenderer(s) lying with the Director, Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh in connection with any other tender/ case shall not be considered/ adjusted against this tender.
8. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances, except Micro & Small Enterprises (MSMEs) as defined in MSE procurement policy issued by the Dept. of Micro & Small & Medium Enterprises (MSME).
9. The tenderer, on any working day during office hours, may inspect the Areas/ Locations, where the services are to be provided so as to assess the required work output, work quality and time frame.
10. The E-tender shall be opened on-line on the specified date and time. In the event of the date of receipt or opening of tender being declared a holiday for the Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh, the last date of receipt/ opening of the tender shall be the next working day at the same time and venue.
11. The tenderer(s) shall be at liberty to be present, in person or be represented through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are to be present, **they must furnish the authority**

letter from the tenderer whom they are representing otherwise they will not be allowed to participate in the opening of the tender.

12. Subletting of contract after allotment is not allowed under any circumstances.
13. The tenderer(s) are directed to submit reasonable and justified rates in respect of their profit/ service charges/ administrative charges. They should also take into consideration the deduction of TDS and other statutory deductions at source, etc. **Any unreasonable or unjustified offer or nil administrative charges shall be out rightly rejected.**
14. In case of violation of any of terms and conditions as mentioned herein, Earnest Money of the tenderer(s) shall be forfeited in full by the Director, Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh.
15. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer(s) with the officials/ authority to whom he shall submit the tender or the tender accepting officials/ authority before the finalization of tender shall render the same liable for rejection.
16. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/ relax any terms and conditions of the tender.
17. The tendering document includes the following:

a	A copy of tender notice at Section-A
b	Scope of work at Section-B
c	Eligibility and other terms and conditions for the bidders at Section-C
d	Terms of payment at Section-D
e	Check list for evaluation of Technical bid at Section-E
f	Performa for price schedule at Section-F (to be submitted on-line).
g	Forwarding letter for Technical bid at Annexure-I
h	Bidders particulars Performa at Annexure-II
i	Certificate of works by bidder at Annexure-III
j	Certificate for work/ performance at Annexure-IV
k	Performa for affidavit for non blacklisting and competency at Annexure-V
l	Service Agreement at Annexure-VI

Registrar
Punjab Engineering College,
(Deemed to be University)
Sector-12, Chandigarh
Phone: 0172-2753055

SECTION-A

Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh

E-TENDER NOTICE

E-tenders are hereby invited by the undersigned for providing Horticulture & Gardening Services at Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh as per details given below:

Name of Work	Period of Contract	Estimated cost of Contract	EMD
Horticulture Services	Initially two years, extendable by another one year	Rs. 2.50 Crore	Rs. 5.00 lacs

Milestone dates of e-tendering:

1.	Date of Publication	
2.	Downloading of e-tender documents	Start date : 30.07.18 at 5:00 p.m. End date : 20.08.18 at 3:00 p.m.
3.	Clarification, if any.	Start date : End date :
4.	Submission of e-tender	Start date : 30.07.18 at 5:00 p.m. End date : 20.08.18 at 3:00 p.m.
5.	Physical submission of EMD, Eligibility documents & other necessary documents (as per Section-C).	Start date : 31.07.18 at 9:00 a.m. End date : 20.08.18 at 3:30 p.m.
6.	Opening of technical bid (on line)	Date: 20.08.18 at 3:30 p.m.
7.	Opening of Price bid of technically qualified bidders	To be intimated separately.

Important Notes:

- I) Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
- II) Bid document can be downloaded from the website of Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh www.pec.ac.in or <http://etenders.chd.nic.in>
- III) The agency has to produce documents such as EMD (original document) and self-attested copies of eligibility documents **properly marked in the same sequence as mentioned in Section-E** and other necessary documents on the date fixed for the same as above. The failure of the agency to furnish the said documents will entail summarily rejection of its tender.
- IV) The details of Terms & Conditions are available in the respective Tender documents (Section-C)
- V) The Competent authority reserves all rights to reject any or all the tenders without assigning any reason

Registrar
PEC, Chandigarh
Phone: 0172-2753055
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SECTION- B

B.1 Scope of Horticulture and Gardening work may include

- a) Maintenance of grounds, lawns and other open spaces including mowing, de-weeding, dressing, landscaping, leveling and lifting of garden waste, building scrap, etc. from the PEC campus including the following locations:
 - i All hostels
 - ii Faculty Guest House
 - iii Community center
 - iv Director’s residence
 - v All Sports fields
 - vi Academic, administrative and other departments/ buildings
 - vii Canteen
 - viii Road berms
 - ix Dispensary
 - x Market complex
 - xi Neelgiri Apartments
 - xii Gymnasium and Swimming Pool
 - xiii Water works
 - xiv And other locations within the campus
 - xv PEC Nursery
 - xvi All open spaces & Mango Grooves
 - xvii New Academic Block
- b) Growing, irrigating and maintaining grass, flowers and ornamental plants in the open spaces, pots, flower beds and nurseries, etc.
- c) Planting, growing, irrigating, maintaining and trimming of hedges and trees
- d) Any other work related to horticulture & gardening within the campus.

B.2 Minimum manpower requirement for providing specified, horticulture services to Punjab Engineering College, Sector-12

- 1. The numbers shown below are only indicative and the actual number will depend upon requirement of work as assessed by the institute from time to time. However, the tentative minimum requirement is shown in the table below. The Institute reserves the right to increase or decrease the minimum requirement to the extent of 35% depending upon requirement of work as assessed by the institute from time to time without any change in unit price of the individual items, or any other terms and conditions.

Tentative requirement of workforce

S. No.	Category	Nos.
1.	Mali	35
Total		35

B.3 Material required for providing horticulture services to Punjab Engineering College, (Deemed to be University) Sector-12

1. For carrying out the horticulture and gardening works, specified in scope of work above, the contractor will arrange requisite workforce (minimum prescribed in B.2.1) and consumables items & other implements at his own cost without any assistance from PEC. The replacement, repair and maintenance of such implements shall also be the responsibility of the contractor at his own cost. These may include the following:

S. No.	Item	Qty per month	Qty per year	Qty once during the contract
1	Tat/ Pallies	30 meter		
2	Anti-Termite Spray	5 liters		
3	Fuel for Mechanized Lawn Mowers	On demand		
4	Full Dress (Khakhi Pant and Shirt)		One set per worker (Winter & Summer)	
5	Shoes		One pair per worker	
6	Kassies			35
7	Panji Kassies			5
8	Khurpas			35
9	Belchas			2
10	Kainchies			14
11	Talwars			35
12	Gulab Cutter			10
13	Gainties			5
14	Kulharies			6
15	Handsaws			6
16	Tokries			6
17	Taslas			6
18	Mechanized Lawn Mowers*			2
19	Manual Lawn Mowers*			10
20	Rickshaw-Rehries*			4
21	Long Range Spray Pumps*			24

**Note: Items 18 to 21 are non-consumable and will be returned to the contractor after the expiry/ termination of contract.*

SECTION-C

C. Eligibility and other terms and conditions for the bidders

C.1 Eligibility conditions

1. The bidders should fulfill the following requirements:
 - a) The bidder in case is a partnership firm/ organization/ company should be registered with registrar of companies/firms, (Enclose certificate of incorporation).
 - b) The bidder should not have been blacklisted/ prosecuted by any Govt./ Statutory bodies/ autonomous organization/ any court of law. Also, the bidder should have requisite capacity and competence to provide equipment/ implements/ consumables and services as mentioned in scope of work (Enclose affidavit as Annexure-V).
 - c) The bidder should have minimum three years' experience of providing horticulture services and minimum three running contracts for the same with not less than 30 persons at **each** location (Enclose certificates as at Annexure-III & IV).
 - d) The bidder should have
 - (i) Valid Labour license issued by the Govt.
 - (ii) EPF, ESI No.
 - (iii) GST Registration No.
 - (iv) PAN No.(Enclose scanned self-attested copies)
2. The bidder should submit the following documents:
 - a) Self-attested copy of the latest income tax return (**F.Y. 2016-17**).
 - b) Self-attested copy of the latest audited balance sheet (**F.Y. 2016-17**).
 - c) Self-attested copy of the latest EPF Return (**Annual statement of contribution F.Y.2017-18**)
 - d) The Total cumulative turnover of the firm/ agency for the last five years shall be either **Rs. 75 lacs or Rs. 15 lacs** and above per annum each for the last five financial years. The firm/ agency shall furnish a copy of audited Balance Sheet for the last five financial years in support of proof.

C.2 Other Terms and Conditions

1. This agreement/ contract would come into force from _____. Initially, duration of the contract shall be two years. However, it can be extended for another one year on the same terms and conditions, subject to quarterly appraisal and review by the Institute. In case the performance of the agency is not found to be satisfactory as per parameters of the contract or is not in conformity with the terms & conditions of the agreement, the contract may be terminated even before the scheduled time by giving advance notice of three months to this effect. In the event of premature termination of the contract for the reasons mentioned herein above, the entire security deposit shall be forfeited. In case the contract is not extended beyond two years before its expiry, it will automatically stand terminated on the expiry of the contract period without any prior notice.
2. The Earnest Money of the unsuccessful bidders shall be refunded without any interest after the written acceptance of tender of the successful bidder. In the case of successful bidder, the Earnest Money Deposit of **Rs. 5.00 lacs** shall be refunded to the bidder on receipt of performance security, which shall be equal to 5% of the total value of contract in the form of A/c payee Demand Draft, FDR, Bank Guarantee from any commercial bank with the validity of 60 days beyond the date of completion of contract. The security shall be refunded three months after the expiry of the contract and that too only after all the items/ dues, if any, outstanding against the contractor, are cleared.
3. The financial bid of only those bidders will be opened who qualify in the technical bid.
4. A prospective bidder, requiring any clarification of the bid documents shall inform the Registrar in writing or by fax at his mailing address indicated in the Invitation for Bids. He shall respond in

writing to any request for clarification of the bid documents, which he receives not later than 7 days prior to the last date for the submission of bids. Copies of the query and clarifications shall be sent to the prospective bidders.

5. At any time, prior to the date of submission of bids, the institute may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents.

Such amendments shall be notified to all prospective bidders and a corrigendum issued on-line and these amendments will be binding on them.

In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the institute may, at its discretion, extend the deadline for the submission of bids suitably.

6. An individual signing the bid or other documents in connection with the contract shall indicate his/ her full name below his/ her signatures and must specify whether he is signing as:

- a) A sole proprietor of the firm or authorized attorney thereof.
- b) A partner of the firm, in which case he/ she must have the authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
- c) In case of (b) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Public Notary, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General Power of Attorney should be furnished.
- d) In case of partnership firms, where no authority for arbitration of disputes concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter, form or any other documents forming part of the contract on behalf of another, shall be deemed to warrant that he has the authority to sign such documents, and if on enquiry it appears that the person has no authority to do so, the institute 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 the institute for all costs and damages arising from the cancellation of the contract including any loss which the institute may have incurred on account of execution of contract/ intended contract.

7. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

8. 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 Earnest Money forfeited.

In exceptional circumstances, the institute may request the bidders to 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.

9. The bid shall not contain corrections, erasures or over-writing except as absolutely necessary to correct errors made by the bidder. Such corrections, etc. shall be signed and attested by the person(s) signing the bid.

10. The institute does not bind itself to accept lowest or any other tender. The institute 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 thereby incurring any liability to the affected bidder or bidders.

11. The successful bidder shall have to execute an agreement with the institute on a non-judicial stamp paper of the requisite amount at his own cost and commence the work within 15 days from the date of award, failing which he would attract a penalty of Rs.500/- per day and if the delay is more than 15 days the allotment of work is liable to be cancelled and institute shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.

12. The bidding agency should not have any previous record of pre-mature termination of contract with any institute/ organization for non-compliance of statutory requirements or for non-performance.

C.3 Terms and conditions for the successful bidder for executing the contract

1. The successful bidder, upon being so informed by the institute in writing, shall apply for the license to deploy contract labour in the institute to the competent authority as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A self-attested copy of such license shall be submitted by him in the institute within 7 days from the date of issue of such license by the competent authority.
2. The successful bidder must have an independent code for EPF and ESI. A self-attested copy of the same shall be submitted by him in the institute within 7 days from the date when he has been informed of his being the successful bidder.
3. The contractor shall not appoint any sub-agency to carry out any of the obligations under the contract. The contractor shall have to engage workforce adequate enough to carry out the specified scope of work and in case the number falls short of such adequate strength on any day, the contract amount will be accordingly reduced from the monthly payment and in case it falls below a reasonable value it may invite penalty.
4. The contractor shall have proper standards and procedures for recruitment of its personnel to be deployed in the institute. Each such worker should be issued the employment card by the contractor as per provisions of the Contract Labour (Regulation and Abolition) Act, 1970. A copy of such employment card must be submitted by the contractor in the institute within a period of three days after the worker has been deployed in the institute.
5. The workers deployed by the contractor in PEC shall be of good character, sound health and shall not be less than 21 years or more than 45 years of age, wear proper uniform and an identity card duly signed by the contractor and attested by Officer In-charge, Gardening/ Estate Office of PEC. A photocopy of these cards shall be given to the Institute for verification and record.
6. The contractor is responsible to provide all the necessary amenities, as per law, to the contract labour deployed by him in the institute.
7. The contractor shall ensure that before deploying his personnel in the institute he has verified their antecedents and provide to the Institute complete dossier of all the personnel deployed in the Institute.
8. The persons deployed by the contractor in the institute will be the employees of the contractor and nothing shall be held against the institute on account of their employment or non-employment and such personnel employed by the contractor shall have no right whatsoever to claim employment from the Institute.
9. The workforce deployed by the contractor shall work for eight hours, six days a week round the year. However, the contractor shall allow them one day weekly rest and three national holidays on account of 26th January, 15th August and 2nd of October.
10. The contractor shall supply trained manpower for duties in the institute. The contractor shall undertake, at his own expense but to the satisfaction of the institute, a periodic updating of skills, processes and procedures followed by the personnel deployed in the institute by organizing suitable training programs for them from time to time.
11. The contractor shall be responsible for the good conduct and behavior of its personnel. If any employee of the contractor is found misbehaving with the faculty, staff or students of the institute, the contractor shall immediately remove such worker from the institute.
12. The contractor shall be responsible for all while-on-duty injury and accidents to persons deployed by him in PEC.
13. The contractor shall, either himself or through the Work Supervisor, check and supervise the work and conduct of the workforce deployed by him in the institute. The records of the same should be maintained by him or his nominee and shortcomings, if any, pointed by the institute, should be immediately rectified.

14. The institute shall have the right to check, from time to time, the fitness of the workforce deployed by the contractor in terms of their performance to the satisfaction of the institute. The institute shall also have the right to periodically check the work done by the workforce deployed by him in the institute in terms of work output, quality of work and time frame through the official duly authorized by the institute for the purpose.
15. That the worker deployed by the contractor in the institute shall be removed from the institute immediately if the institute considers that such removal is necessary on any ground including mischief and misconduct. The contractor shall also immediately remove any personnel who may be found to be of doubtful character and shall replace him with a suitable substitute either on his own or on being pointed out by the institute.
16. The workers deployed by the contractor in PEC shall have no claim for permanent employment in the institute or any other claim regarding their service matter.
17. The contractor would also be required to visit the institute frequently so as to oversee that the work is done as per requirements and also meeting the quality requirements and is accomplished within the given time frame. During such visits he shall take the feedback from the University Engineer/ Estate Office representative.
18. The contractor shall maintain a complaint book to be kept with the Estate Office.
19. The contractor shall comply with all the statutory requirements existing or as may be promulgated from time to time, namely the Payment of Minimum Wages Act (DC Rates), Provident Fund Act, Employees State Insurance Scheme, Family Pension Fund Act, Bonus, Gratuity Act, Shops & Establishments Act, Contract Labour Act, etc., whichever is applicable. The Contractor shall be responsible, accountable, answerable and explainable, as the case may be, for any violation of such Acts. Further, the contractor shall not involve the institute in any such violation, in any manner whatsoever, and in case of any violation of any law the contractor shall be solely responsible. The contractor hereby agrees to indemnify the institute completely for any liability coming upon the institute due to violation of any law(s) by the contractor.
20. Tractor and its implements which may be necessary for providing gardening service to the institute would be provided by the Institute.
21. The grass cutter petrol/ diesel based & shrub cutter provided by PEC will be maintained by the contractor. Petrol/ Diesel for all the machinery including tractor in use shall be provided by the Institute.
22. Assets and articles, if any provided by the institute, shall be the property of the institute and the contractor shall be merely the custodian of such assets and articles. On normal termination of the contract at the end of two/ three years period or any time earlier thereto, such property shall be handed over to the institute forthwith.
23. In the event of any loss being caused to the institute on account of the negligence on the part of workforce deployed by the contractor, the contractor shall make good such loss either by way of replacement or through adequate compensation.
24. The contractor shall be bound to perform the related assigned jobs even though the same may not have been specifically included in the schedule of services. The charges for the extra services not mentioned in the price schedule shall be settled mutually.
25. Violation of any terms & conditions will invite suitable penalty.
29. **Terms and conditions related to bill of payment to be raised by the contractors**
 - a) The payment shall be made to the contractor for the actual number of persons deployed at the consolidated amount approved for the contract period but after pre-audit of the bill and deducting the amount on account of short services, taxes, deficiencies, recoveries, if any.
 - b) The monthly salary to the workers shall be paid by the contractor through account payees' cheque or online transfer only.
 - c) If the institute incurs any expenditure or any liability in connection with the deployment of workers by the contractor, the same shall be recovered from the bill of the contractor.

- d) If any fresh taxes or charges, etc. (over and above all the taxes and charges which were applicable at the time of quoting for the tender) are levied by the Local/ State/ Central Govt. after the contract is awarded the same shall be applicable. However, such taxes, charges, etc. would be reimbursed by the institute to the contractor against proof of payment.
- e) That the contractor shall pay wages to the workers as quoted by him after deducting the Employee's share of EPF, ESI, etc.
- f) A copy of attendance/ muster roll duly signed by the contractor or his nominee and verified by the authorized official of Estate Office should be attached with the bill.
- g) A detailed sheet, duly signed by the contractor, indicating the total number of workers deployed during the month, name of each worker, the employee code, EPF number, ESI number, monthly wage as per applicable DC rate, number of days the worker has worked, monthly minimum wage amount, employer's EPF share, employer's ESI share, bonus amount, EPF deduction, ESI deduction, carry home salary must be attached by the contractor with each monthly bill as per performa provided herein.
- h) A detailed sheet, duly signed by the contractor, indicating the EPF and ESI amount to be deposited by the contractor in respect of each worker must be attached by the contractor with each monthly bill as per performa provided herein.
- i) The acquaintance roll, duly signed by the contractor, drawn for the payment of wages to the workers must be attached by the contractor with each monthly bill as per performa provided herein.
- j) The contractor would issue pay slips to all the employees deployed by him in PEC. The salary slip must contain all the details as indicated in the performa provided herein. Copies of salary slips, duly signed by the contractor, to be issued to all the workers deployed in PEC must be attached by the contractor with each monthly bill.
- k) Copy of bank challans, duly signed by the contractor, in support of having deposited the amount of EPF, ESI, EDLI, Service Tax, etc. with the concerned department for the preceding month shall also be attached with the bill **along with monthly EPF statements issued by the Regional Fund Commissioner in respect of each worker, duly attested by the contractor**, must be attached by the contractor with each monthly bill.

Format for Rising of Bill: -

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

- a) Name of the Services/Activities _____
- b) Name & address of the Service Provider _____
- c) Award of Service Contract No. & Date _____
- d) Date of commencement of the Services/Activities _____
- e) Period of Services Contract _____
- f) Administrative Charges (in percentage) of Service Contract per month _____
- g) Wage bill for the month of _____
- h) Bill No. _____ & Date _____, indicating the following breakup :-

Sr. No.	1. Name of worker on regular duty. 2. Reliever(s) against persons on regular duty.	Empl. Code No	EPF NO	ESI NO	@ Basic Wages (Not less than the Minimum Wages)	Man-days	Wages (w.r.t. Man-days)	Employee's share		Carry Home Salary	Employer's share		
								EPF 12% of Basic Wage	ESI 1.75% of Basic Wage		EPF 12% Of Basic Wage	EDLI 1.15% of Basic Wage	ESI 4.75% of Basic Wage
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.

30. Terms and conditions related to arbitration

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/ after completion or abandonment of work or during extended period, hereafter 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, it shall be referred to a Sole Arbitrator to be appointed by the Director PEC at the time of the dispute.
- b) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the process of arbitration, it shall be lawful for Director PEC to appoint another person to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed from the stage at which it was left by his predecessor.
- c) The venue of arbitration shall be Chandigarh.
- d) The provisions of the Arbitration and Conciliation Act 1996, and any statutory modifications or re-enactment thereof, rules made thereunder for the time being in force, shall apply to the arbitration proceedings under this clause.

31. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, is prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall, due to reason of such event, be entitled to terminate this contract nor shall either party have any 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 the institute as to whether the operation has been so resumed or not shall be final and conclusive provided that if the performance in whole or in part, of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract.

Provided further that if the contract is terminated under this clause, the institute shall be at liberty to temporarily take over from the contractor, the manpower & equipment deployed in the campus until a new contractor is appointed and commences the operation.

SECTION-D

D.1 Terms of payment to be made by PEC to the contractor

1. The Service Provider, being the Employer in relation to persons engaged/employed by him to provide the services under the Service Agreement, shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, which in any case shall not be less than the Minimum Wages as fixed or enhanced by the Deputy Commissioner, U.T., Chandigarh from time to time and rules framed there under from time to time or by the State Government and/or any authority constituted by or under any law and observe compliance of all the relevant labour laws. Besides this, the **Service Provider shall also make the payment of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity etc. etc. to his employees.** The Director, PEC will not pay any other liability except Wages, EPF, ESI, EDLI contributions and GST on the rates as applicable from time to time fixed by the concerned authorities. If any other liability occurs, during the currency of contract, the same will be borne by the Service Provider from his Administrative Charges.
2. All the payments to the contractor shall be made by the Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh after deducting Income Tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.
3. The contractor shall raise the monthly wage bill latest by the 4th day of every calendar month. The Estate Office will scrutinize the bill and if any discrepancy is found in the bill, the same will be intimated to the contractor and the contractor after removing the discrepancies shall again submit the bill to the Estate Office. Since it is a time consuming process, therefore, the contractor shall ensure that wages to the employees deployed by him in PEC are paid by him from his own resources by 7th of the every month in the presence of authorized representatives(s) of the Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh without waiting for the payment of his wage bill from Punjab Engineering College, (Deemed to be University) Sectors-12, Chandigarh. However, before disbursing the payment the contractor should get the Acquaintance Roll along with details of cheques verified by the Estate Office. The details as stated in C.3 (24) must be attached with every monthly bill raised by the contractor.
4. The contractor shall ensure that the work assigned by the institute is done by the deputed persons to the entire satisfaction of the institute as per the terms and conditions of this agreement failing which no payment will be made.
5. The monthly payment shall be released on the basis of actual number of workers deployed by the contractor in the institute.
6. The payment for services under this agreement shall be made on monthly basis through crossed cheque, drawn in favour of the contractor and payable at Chandigarh, within 7 working days of the receipt of the bill for each calendar month, duly supported with the requisite details as stated in C.3 (29). The final payment shall however be made only after adjusting all the claims of the institute.
7. Any payment required to be made by the contractor to its personnel, in compliance with any of the laws of the land, shall be the sole responsibility of contractor. This would include specific responsibility with regard to the provision of the minimum wages act and/ or any other law, which may be applicable in the instant case. The institute will in no case be responsible for default, if any, in this regard. Even if, as per provisions of any relevant enactment, the liability becomes that of the institute, it is clearly agreed that the same shall be deemed to be that of contractor and shall be discharged by him. The institute's liability towards personnel will be limited to the extent of the contract price accepted by the institute.

D.2 Terms for payment of wages to be made to the workers by the contractor

1. The contractor shall open a bank account in the bank branch located in the Punjab Engineering College, Sectors-12, Chandigarh and he shall make the payment of wages to the persons so deployed by him through the same Bank. He shall deposit the undelivered (unpaid) cheque(s) of any person(s) deployed in PEC by the end of last day of the prospective month.

2. The contractor would issue pay slip to all the employees deployed by him in PEC containing details as indicated in the proforma provided herein.
3. He shall be required to provide all the details as stated in C.3 (29) along with the monthly wage bill raised by him. The contractor shall ensure that the salary cheques issued by him are not dishonored under any circumstances in which case liability shall solely be of the contractor. The responsibility for issuance of monthly and annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the contractor.
4. The wages shall be disbursed in the presence of the representative of Estate office of PEC or any other person duly authorized for the purpose. Any violation of the provisions of the prevailing DC rates shall render the contract liable for termination. The institute shall also proceed against the defaulting contractor as per the provisions of the relevant laws.
5. The contract price shall be all inclusive and nothing extra shall be payable over and above the accepted contract price in respect of the scope of work. However, if the prescribed minimum wages (prevailing DC rates) are revised by the Deputy Commissioner, UT, the contractor shall revise the wages of the personnel accordingly. The difference in the revised and unrevised minimum wages shall be reimbursed to the contractor subject to the production of proof of disbursement of revised wages.

D.3 Accounts and records to be maintained by the contractor

1. The contractor shall be required to maintain all mandatory (in the manner prescribed as per law) records with regard to the operation of the contract under this agreement.
2. The contractor shall be required to produce all the original record such as Muster Rolls, Ledger, etc., if required, to the Internal Audit Cell working under the control of Assistant Controller Finance & Accounts in Punjab Engineering College, Sectore-12, Chandigarh.
3. The contractor shall forthwith allow, upon being required by the Punjab Engineering College, (Deemed to be University) Sectore-12, Chandigarh or any of its authorized representative, inspection, audit or take copies of any records maintained by him with regard to the operation of the contract under this agreement. The contractor shall also cooperate with the Punjab Engineering College, (Deemed to be University) Sectore-12, Chandigarh to correct any practice which is found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Punjab Engineering College, (Deemed to be University) Sectore-12, Chandigarh. However, upon discovery of any discrepancies or under payment, the contractor shall immediately reimburse or overcharge Punjab Engineering College, (Deemed to be University) Sectore-12, Chandigarh for such discrepancies.
4. The contractor shall have to comply with the applicable provisions of all labour welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed thereunder from time to time, for carrying out the provisions of this agreement. He shall further observe and comply with all the instructions issued by the Government concerning employment of persons deployed by him and shall alone be responsible to pay monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, Bonus, Gratuity, Maternity Leave, etc. to such employees, which in any case shall not be less than the Minimum Wages as fixed or prescribed under the Wages Act 1936, Minimum Wages Act, 1948 (Act XI of 1948), Contract Labour (Regulation & Abolition) Act, 1970 and rules framed thereunder from time to time or by the Central or State Government and/ or any authority constituted by or under any law for the category of persons deployed by him in PEC. The contractor 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 contractor is fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirements of laws.

SECTION-E

(Enclose with Technical Bid)

CHECK LIST FOR EVALUATION OF TECHNICAL BID OF THE TENDER

1	Bidder's particulars: Name of the Person/ Organization/ Firm, Location of his office with complete address, both residential and permanent and Telephone/ Fax Numbers given? (filled in form as per Annexure-II)	Yes/ No
2	Certificate of incorporation: Status of Organization whether Private/ Public Sector Undertaking/ Sole Proprietor/ Partnership/ Cooperative Society, etc.? If so, a self-attested copy of the constitution/ partnership deed of the firm duly registered with Registrar of Firms has been attached?	Yes/ No
3	Whether a self-attested copy of resolution passed by the Executive Body authorizing the specific officer/ partner for signing the documents for this tender has been attached?	Yes/ No
4	Whether self-attested copy of the Bid Guarantee (Earnest Money Deposit) in the form of Demand Draft/ bankers cheque/ Bank Guarantee from any of the commercial banks in an acceptable form, drawn in the name of the Director, Punjab Engineering College, Sectors-12, Chandigarh has been attached?	Yes/ No
5	Whether the Price bid has been uploaded on-line?	Yes/ No
6	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/ non-prosecution of tenderer/ and ability to provide services as mentioned in the scope of work at Section-B has been attached? (Original as per performa in Annexure-V)	Yes/ No
7	Technical Bid: Whether each page of the tender document at Section-A to F, Annexure-I to V and other enclosures as well as cuttings/ over-writings have been signed/ initialed by the tenderer and also the forwarding letter has been attached by authorized signatory?	Yes/ No
8	Whether self-attested copy of latest Income Tax Return (Assessment Year 2016-17) along with PAN No. issued by the competent authority has been attached?	Yes/ No
9	Whether the self-attested copy of GST No. issued by the competent authority has been attached?	Yes/ No
10	Whether self-attested copy of valid labour license issued under Contract Labour (Regulation and Abolition) Act, 1970 issued by U.T./ Centre Govt. for providing such service has been attached?	Yes/ No
11	Whether self-attested copies of EPF/ EDLI code number issued by regional provident fund commissioner has been attached?	Yes/ No
12	Whether self-attested copy of ESI code number issued by the competent authority has been attached?	Yes/ No
13	Whether self-attested copy of the certificate of works/ contracts as per Annexure-III has been attached?	Yes/ No
14	Whether self-attested copy of the certificate of work/ performance as per Annexure-IV has been attached?	Yes/ No
15	Whether a self-attested copy of the latest audited balance sheet (2016-17) attached?	Yes/ No
16	Whether a self-attested copy of latest provident fund return (Annual statement of contribution 2017-18) filed by the bidder attached?	Yes/ No
17	Total cumulative turnover of the firm/ agency for the last five years shall be either Rs. 75 lacs or Rs. 15 lacs and above per annum each for the last five years. Whether copies of the audited Balance Sheet and Income and Expenditure Statement for the last five years have been submitted On-line?	Yes/ No
18	Any other relevant information which the bidder may wish to provide	Yes/ No

Place:

Dated:

Signature and seal of bidder

Section- F

FORMAT FOR PRICE BID

(To be submitted online)

1. **Description of work: Service Contract for outsourcing of Horticulture & Gardening services in Punjab Engineering College as per scope of work mentioned in Section-B.**

- A. Administrative/Service Charges in % age on the basic wages.

To be quoted in Price Bid

Administrative/Service Charges Per Month in percentage (Administrative Charges shall be calculated on the existing basic wages (12747/-) of the manpower deployed) It includes the cost of consumable items & other implements. 0% or negative value of Administrative Charges shall be straightway rejected.

In figure Rs. _____ %

In words Rs. _____

(Percentage)

(From the above mentioned Administrative Charges the tenderer shall be solely liable to pay/discharge the responsibilities as per requirements of Tender's Terms and Conditions and the various Labour Acts/Rules as amended from time to time towards his employees during the currency of contract).

- A) The tender shall be awarded to the tenderer, who quotes **the lowest offer of Administrative Charges (in percentage)** provided he fulfills all other terms and conditions of the tender document which also includes, Bonus, Gratuity (as applicable as per Contract Labour Act), GST keeping in view all obligations and responsibilities as an employer to be performed by them and as per requirement of the tender document offer as per Contract Labour Act during the currency of contract.

However **0% or negative value of Administrative Charges** shall be straightway rejected. **Further the rates received in Financial Bids shall further be evaluated** keeping in view statutory liabilities i.e. EPF, EDLI, ESIC and Income Tax as per formula in the following format:-

Sr.No.	Particular	
1.	Basic Wages	100
2.	EPF @ 12%	12
3.	EDLI@1.15%	1.15
4.	ESI@4.75%	4.75
5.	Administrative Charges on basic wages only (will be quoted by the Bidder)	
6.	Total of 1 to 5	

Only two digits after decimal point (viz 0.00) shall be considered in Financial bids and in case Bidder quotes rates consisting of more than two digits after decimal points, then only two digits after decimal points shall be considered in comparative statement of Financial Bid.

Punjab Engineering College, Chandigarh will not pay any other liability except Wages, EPF,ESI, EDLI contributions, GST on the rates as applicable from time to time by the concerned authorities. If any other liability occurs, the same will be borne by the Service Provider from his Administrative Charges.

- B) The tenderer shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the Minimum wages (i.e. DC Rate) as fixed or prescribed under the Minimum Wage Act, 1948 alongwith all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance etc. to his employees.

- C) The above quoted Administrative Charges (in percentage) shall remain valid during the entire contract period including extended period and no enhancement whatsoever shall be claimed by the Tenderer.
- D) The income tax as applicable from time to time shall be deducted from the actual amount of bill.

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

Place: _____

Signature of Tenderer _____

Dated: _____

Name of the Tenderer _____

Address _____

Annexure-I

(Forwarding letter for Technical Bid)

Dated: ____/____/____

To

Subject: Technical bid for providing horticulture services in Punjab Engineering College, Sectors-12 Chandigarh.

Respected Sir,

Having examined the bid documents of e-tender for providing horticultural services in Punjab Engineering College, Sectors-12, I/ We _____, offer to provide the services and deliver items in conformity with the said tender provisions for sums as may be ascertained in accordance with the schedule of prices provided in the financial bid on-line.

We undertake that if our bid is accepted we will provide the services as per requirement of the institute.

And if our bid is accepted we would provide bank guarantee of a sum equivalent to 5% of total contract value for the entire duration of the contract.

We agree to keep this bid valid for a period of 90 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We have noted the contents of tender document and agree to abide by its terms and conditions.

The technical bid along with all other requisite documents is enclosed herewith.

Dated:

Signature of the bidder with seal

Annexure-II

(Bidders particulars)

1. Name of Person/ Organization/ Firm/ Bidder: _____

2. Complete office address: _____

3. Name & residential address of the person to whom all references should be made regarding this tender _____

Landline Telephone: _____

Mobile Number: _____

Fax Number: _____

E-mail Id: _____

Dated:

Signature of the bidder with seal

Annexure-III

(Certificate of works/ contract by the bidder)

It is certified that during the last three years, my/ our firm has provided/ been providing gardening service to various organizations as per details given below:

S. No.	Name of Organization	Address of location/ contact person/	Period	Number of personnel deployed
1.				
2.				
3.				
4.				
5.				

It is further certified that no penalty of any kind has been imposed on our firm for any reason whatsoever by any of the above organizations during the last three years and we do not have any previous record of premature termination any of contract with any institute/ organization for non-compliance of statutory requirements or for non-performance.

Dated:

Signature of the bidder with seal

Note: The certificate must be given on the letter head of the organization/ bidder with latest phone numbers.

Annexure-IV

(Certificate for work/ performance)

To Whom It May Concern

It is certified that M/s., has/ have been providing Horticulture & gardening service to our organization at our premises (address of location)

.....
..... from to The firm has deputed personnel for this purpose.

During the above mentioned period the work of the agency has been satisfactory.

Place:

Dated:

Signature with seal
(Authorized Signatory)

Note: The certificate must be given on the letter head of the organization with latest phone numbers.

Annexure –V

(Affidavit for Non blacklisting and competency)

Affidavit

I/ We _____ Contractor/ Partner/ Sole Proprietor of the firm _____ do solemnly affirm and declare as hereunder:

1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered in India by any Central/ State Governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
2. That I have gone through the tender document for providing Horticulture & Gardening services in Punjab Engineering College, Sector-12. The terms and conditions for the contract are acceptable to me/ us and we will provide necessary equipment, implements, consumables and services as mentioned in the scope of work. I/ we will abide by the terms and conditions of the contract in letter and in spirit.

Place:

Dated:

Deponent

Verification

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

Note: The above affidavit is to be furnished on a non-judicial stamp paper of Rs.15/- duly attested by the Executive Magistrate/ Notary Public.

ANNEXURE- VI

SERVICE AGREEMENT

THIS AGREEMENT is made on this.....day of2018 between the Director PEC, Chandigarh of the first part and M/s.....a Company registered under the Companies Act, 1956 a Partnership Firm constituted....., having its place of business or registered office at _____ acting through _____ its Managing Director/Partner (hereinafter referred to as “Service Provider” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be on the second part.

WHEREAS the Service Provider is engaged in the business of **“Providing Manpower services through outsource”**

AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to PEC under this Agreement.

AND WHEREAS on the aforesaid representation made by the Service Provider to the PEC, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. SERVICE PROVIDER’S REPRESENTATIONS AND WARRANTIES

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

- a) 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 and 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.
- b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the PEC.
- c) shall on the execution of this Agreement and providing services to the PEC, not violate, breach and contravene any conditions of any agreement entered with any third parties.
- d) has complied with and obtained necessary permissions/licenses/authorizations under the 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 to PEC, Chandigarh as per requirements elaborated in the **Scope of Work in Section B.**

Scope of Horticulture and Gardening work

Maintenance of grounds, lawns and other open spaces including mowing, de-weeding, dressing, landscaping, leveling and lifting of garden waste, building scrap, etc. from the PEC campus including the following locations:

- i All hostels
- ii Faculty Guest House
- iii Community center
- iv Director's residence
- v All Sports fields
- vi Academic, administrative and other departments/ buildings
- vii Canteen
- viii Road berms
- ix Dispensary
- x Market complex
- xi Neelgiri Apartments
- xii Gymnasium and Swimming Pool
- xiii Water works
- xiv And other locations within the campus
- xv PEC Nursery
- xvi All open spaces & Mango Grooves
- xvii New Academic Block

Growing, irrigating and maintaining grass, flowers and ornamental plants in the open spaces, pots, flower beds and nurseries, etc.

Planting, growing, irrigating, maintaining and trimming of hedges and trees

Any other work related to horticulture & gardening within the campus.

Minimum manpower requirement for providing specified, horticulture services to Punjab Engineering College, Sector-12

The numbers shown below are only indicative and the actual number will depend upon requirement of work as assessed by the institute from time to time. However, the tentative minimum requirement is shown in the table below. The Institute reserves the right to increase or decrease the minimum requirement to the extent of 35% depending upon requirement of work as assessed by the institute from time to time without any change in unit price of the individual items, or any other terms and conditions.

Tentative requirement of workforce

S. No.	Category	Nos.
1.	Mali	35
Total		35

Material required for providing horticulture services to Punjab Engineering College, (Deemed to be University) Sector-12

For carrying out the horticulture and gardening works, specified in scope of work above, the contractor will arrange requisite workforce and consumables items & other implements at his own cost without any assistance from PEC. The replacement, repair and maintenance of such implements shall also be the responsibility of the contractor at his own cost. These may include the following:

S. No.	Item	Qty per month	Qty per year	Qty once during the contract
1	Tat/ Pallies	30 meter		
2	Anti-Termite Spray	5 liters		
3	Fuel for Mechanized Lawn Mowers	On demand		
4	Full Dress (Khakhi Pant and Shirt)		One set per worker (Winter & Summer)	
5	Shoes		One pair per worker	
6	Kassies			35
7	Panji Kassies			5
8	Khurpas			35
9	Belchas			2
10	Kainchies			14
11	Talwars			35
12	Gulab Cutter			10
13	Gainties			5
14	Kulharies			6
15	Handsaws			6
16	Tokries			6
17	Taslas			6
18	Mechanized Lawn Mowers*			2
19	Manual Lawn Mowers*			10
20	Rickshaw-Rehries*			4
21	Long Range Spray Pumps*			24

**Note: Items 18 to 21 are non-consumable and will be returned to the contractor after the expiry/ termination of contract.*

- b) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the PEC from time to time.
- c) The assessment made by the PEC in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- d) If the PEC notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said service, the same shall be communicated immediately to the Services Provider who shall take corrective steps immediately or replace the said person to avoid recurrence of such incident(s) and reports to the PEC.
- e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the PEC or itself can take action in accordance with law, however, the service provider shall be responsible to make the loss good for such lapses.
- f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this Agreement.
- g) The Service Provider shall abide all the terms & conditions of tender document (Section A-F)

3. Assignment of Agreement :-

This Agreement is executed on the basis of the current management structure of the Service Provider. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith. The successful tenderer shall be required to execute this Agreement on stamp paper of appropriate value and get the same Attested/Registered from appropriate authority at his own cost and submit the original copy of this agreement to the office of PEC.

4. **TERMS**

- (a) This Agreement shall be effective initially for a period of two year effective from _____ which is further extendable for another period of one year subject to maximum period of 3 years (including the initial period of two years) on the same rates, terms and conditions accepted by the tenderer and further subject to review on the basis of satisfactory performance of services/activities and compliance of all the terms and conditions of the Service Agreement with the approval of competent authority. The contract shall stand automatically cancelled, if the competent authority declines to grant approval.
- b) The offer/rates i.e. Administrative Charges in percentage shall remain valid for the whole period of contract/extended contract on the basis of wages fixed for the manpower mentioned in the Annexure "B" of scope of work and no enhancement in the Administrative Charges in percentage under any circumstances shall be allowed. The concerned institute will not pay any other liability except Wages, EPF, ESI, EDLI contributions, GST on the rates as applicable from time to time fixed by the concerned authorities. If any other liability occurs, the same will be borne by the Service Provider out of his Administrative Charges/Pocket.

5. **Security Deposit: -**

The Service Provider shall be required to deposit Security Deposit (Performance Security) equal to 5% of the total value of the contract in the form Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank in an acceptable form drawn in the name of the Director, Punjab Engineering College, Chandigarh, payable at Chandigarh, which shall remain valid for 3^{1/2} years (42 months) i.e. covering the total period of contract including 2 years up to which this Service Contract may be extended.

6. **Forfeiture of Security Deposit: -**

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

7. **Commencement of Services/Activities: -**

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

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

Recruitment/removal of Manpower **in the PEC, Chandigarh** as per their eligibility conditions mentioned in the Scope of Work (Section B) during the currency period of this Agreement shall be made on the recommendations of the Committee(s) to be constituted for the purpose by the PEC out of the penal of three persons against one post submitted by the service provider. The manpower mentioned in the scope of work can be increased upto 35% of manpower demanded by this office or decreased by the competent authority as per actual requirement. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their Name, age, parentage, address both residential and permanent, term of appointment etc. in respect of each employee engaged by him on the date of deployment in the Punjab Engineering college, Chandigarh as well as any subsequent changes, if any, of his employees. The antecedents of the persons to be provided by the Service Provider will be got verified from the Police by the Service Provider at his own level and furnish a copy thereof to the PEC. If any personnel breaches any terms and conditions of his appointment/agreement or remains willfully absent from duty consecutively for three days or more he/she shall be removed by the Service Provider.

9. Formulation of mechanism and monthly duty/assignment chart:

On taking over the responsibility of providing the aforesaid services, the Service Provider shall visit the office of PEC in order to interact with PEC or any other officer authorized to do so for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the PEC or any other officer authorized to do so by the PEC in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement. He shall further ensure that all persons employed by him shall be efficient, skilled, honest and conversant with the nature of work.

10. Determination of quality of Services/Activities:-

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

11. Supervisory Control:-

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

12. Surprise Check: -

The Punjab Engineering College shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come up to the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.

13. Relationship of Persons deployed by Service Provider with PEC.

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

14. Medical Examination and Verification of Character and Antecedents:-

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

15. Terms of payment/submission and verification of bills

- a) The contractor shall ensure that all the employees get wages (i.e DC rates) as fixed or enhanced by the Deputy Commissioner, UT., Chandigarh from time to time.
- b) The terms of payment/submission and verification of bills/ fees and charges for the services/activities to be rendered by the Service Provider are at **Section 'D'** as agreed to between the parties.

16. Discipline and conduct :-

- a) The Service Provider shall issue uniforms, Identity Cards indicating his Trading Style (Insignia), name plates at his own cost, to its persons deployed for rendering the services in PEC, Chandigarh.
- b) In case any of the persons so deployed by the Service Provider does not come up to the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Director or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.
- c) The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities within the Scope of Work at **Section-'B'** and no extra payment shall be made to the reservist(s).
- d) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of the PEC. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/deficiencies as pointed out by the authorities from time to time.
- e) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against PEC and under no circumstances PEC be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the PEC be liable for any claim(s) whatsoever, of any such person(s).
- f) The Service Provider should ensure that the persons so deployed by him in the PEC, Chandigarh shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in PEC from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the PEC shall be at liberty to impose a penalty up to Rs. 1000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the PEC shall be final and binding on the Service Provider. The PEC shall have further right to adjust, readjust, or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider.

17. Nature of Agreement

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

- a) This Agreement is on the Principle to Principle basis and does not create and shall not deem to create any employer-employee relationship between PEC, Chandigarh and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of PEC except to extent and purpose permitted herein.
- b) This Agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of PEC . The Service Provider shall be liable to make payment to its said employees towards their statutory dues like Minimum Wages, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance, Bonus, Gratuity, Maternity Benefit Act etc. as applicable under various Labour Laws for smooth execution of the Agreement.
- c) The PEC shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

18. Statutory Compliance(s)

- a) The Service Provider shall obtain all Registration(s)/Permission(s)/Licence(s) etc. which are/may be required under any labour laws or other legislation(s) 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 Rules and Regulations with regard to the provisions of the services under this Agreement. The Service Provider indemnifies and shall always keep PEC indemnified against all losses, damages, claims, actions taken against PEC by any authority/office in this regard.
- c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under, as applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

19. Liabilities and Remedies

- (a) In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the PEC shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to PEC the difference of payments made to such other sources besides damages at double the rates of payment made by PEC to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service provider to deposit damages charges with the PEC within the stipulated period of 15 days, the same will be recovered by PEC from the pending dues, if any, Bank Guarantee of the Service Provider. In addition, the amount of security deposited shall stand forfeited in full. The service provider shall also be liable to be black-listed due to non-performance of the Service Agreement faithfully.
- (b) In the event of exigencies arising due to the Death, Infirmary, Insolvency etc. etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the PEC may think proper in public interest:
 - i) Legal heirs in case of sole proprietor,
 - ii) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
 - iii) Otherwise the PEC shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

20. Losses suffered by Service Provider

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

21. TERMINATION

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

- (A) On the expiry of the contract period, without any notice.
- (B) By giving 3 months notice in case:-
 - i) The Service Provider consistently provides unsatisfactory services.
 - ii) The Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
 - iii) The Service Provider is declared insolvent by any court of law.
 - iv) The Service Provider is not interested to complete/continue the Services/Activities.

- v) If Service Provider commits breach of any covenant or any clause of this Agreement, PEC may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to PEC.
- vi) The PEC shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- vii) The PEC shall be the Competent Authority for black-listing. In normal circumstances black-listing can be resorted to by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of Black-listing is passed an opportunity of being heard in person shall be afforded. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
 - a) Dishonest/fraudulent/sharp practices indulged in by the party concerned.
 - b) Misappropriation of Government money.
 - c) Advancing a claim on the basis of forged documents.
 - d) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
 - e) Material concealment/suppression of facts or gross misrepresentation of facts.
 - f) Conviction for an offence involving corruption or any other serious act or conduct etc.
 - g) Any other case or situation involving National security.
- viii) In the event of termination of this Service Contract, as explained in Para 23 (B) (i) to (vii) above, the PEC shall be at liberty to procure services from alternative sources at the risk and cost of the Service Provider and he shall liable to pay forthwith to PEC the difference of payments made to such other alternative sources besides damages at double the rates of such payments made to other alternative sources within a period of 15 days from the date of service of notice. In case, the Service Provider does not deposit the damages charges with PEC within the stipulated period of 15 days, the same will be recovered from his pending dues, if any, Bank Guarantee etc. In addition, the amount of Security Deposit in full shall stand forfeited. The Service Provider shall be black-listed due to non performance of the Service Agreement.

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

22. Removal of personnel on termination of Service:-

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the PEC.

23. Composition and address of service provider

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

- b) The Service Provider shall always inform the PEC in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with PEC.

24. Service of notices

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

Complete Address of Department

Complete address of the Service Provider

Director, Punjab Engineering College,
Sector-12, Chandigarh.

25. Confidentiality

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

26. Entire Agreement

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

27. Amendment/Modification

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

28. Severability

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

29. Captions

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

30. WAIVER

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

31. DISPUTE RESOLUTION / ARBITRATION CLAUSE

This Agreement shall be deemed to have been made/executed at **Chandigarh** for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator i.e. the Director, PEC, which shall include an acting/officiating Director, PEC. The award given by the Arbitrator shall be final and binding upon both the parties. The venue of Arbitrator shall be the PEC, Chandigarh.

32. Force majeure

- i) Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force major conditions.
- ii) The Service provider shall be liable to transfer/deploy their persons to any other institute for providing the similar type of service on their existing terms & conditions of their service agreement, as and when desired by the Director, PEC, on administrative grounds.
- iii) All the Service Providers shall have to co-operate with each other/their counter parts in other module of this Institute for providing the similar type of service to deal collectively with any natural calamity, untoward incidences disaster, Law and Order problem etc. as and when such situation so warrants during their contract period without any additional cost to this institute.

33. Governing Law/Jurisdiction

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

34. Two counterparts

This Agreement is made in triplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of letter of intents, it shall be taken that terms are acceptable to the Service Provider. This Agreement should be got attested from the Notary Public by the Service Provider on the stamp paper of appropriate value at his own cost and submit this agreement in original to PEC.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SERVICE PROVIDER ABOVE SAID HEREUNTO SUBSCRIBER 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 _____

Designation _____

Date _____

Name _____

Designation _____

Date _____

2. Signature _____

Name _____

Designation _____

Date _____

For and on behalf of the

Director PEC

SIGNED SEALED AND DELIVERED

WITNESSES

1. Signature _____

Name _____

Address _____

Date _____

Signature _____

Name _____

Address _____

Date _____

2. Signature _____

Name _____

Address _____

Date _____

For and on behalf of the

Service Provider