

## Detailed Terms & Conditions

**Sub:- Outsourcing of following activities for Municipal Corporation, Panchkula:-**

- (i) Street light maintenance**
- (ii) Enforcement**
- (iii) Fire services**
- (iv) Driving of Vehicle**
- (v) Maintenance of roads**

### PART - I

#### Eligibility Criteria:-

Intending tenderers includes an individual or a firm/company or society registered under the relevant act.

- a. Intending tenderers should be registered with the Labour Department of State/Central Govt., having at least three years experience in the related field and also having ESI/EPF/PPF, Service Tax and PAN/TAN No. from the concerned department (s) of the Government.
- b. The intending tenderers shall submit proof of solvency amounting to Rs.20.00 lakhs from a scheduled bank.
- c. The intending tenderers shall submit documentary proof in support of satisfactory performance of the contract from the concerned Departments/Agencies where he has undertaken such job during the past three years.
- d. The intending tenderers shall submit an affidavit duly attested by Notary Public/Oath Commissioner to the effect that the Service Provider has neither been blacklisted nor debarred by any authority.
- e. The annual turnover of the intending tenderers should not be less than Rs.1.00 crore per annum for the last three years duly certified by the Chartered Accountant. It is also made clear that the requirement throughout the Municipal Corporation, Panchkula shall have to be met by the Service Provider.
- f. The following documents shall be submitted along with the tender duly filled and signed and complete in all respects:-
  - (i) Registration Certificate of the Service Provider under Companies Act duly attested by the Gazetted Officer of the Government/Notary Public.  
OR
  - (ii) Copies of the relevant documents if the Service Provider/firm is sole proprietary firm duly attested by a Gazetted Officer of the Government/Notary Public.  
OR
  - (iii) Copies of the partnership deed duly attested by a Gazetted Officer of the Government/Notary Public. (Please submit relevant documents as applicable in your case.)
- g. The intending tenderers should submit documentary evidence including contract signed in the last 4 years with performance certificate from the client to prove that the Service Provider has 3 years experience in providing staff for the purposes mentioned in tender notice.

- h. Certification of financial competence from a nationalized bank & audited balance sheet of the last 3 years duly certified by the Chartered Accountant
- i. The intending tenderers shall submit Income Tax Return & Income Tax clearance certificates duly attested by the Income Tax Authorities for the last three years.

## **PART – II**

### **Other Terms and Conditions**

1. Interested registered Service Providers may quote their monthly rates of service charges in percentage on the DC rates and qualify the technical bid. Their financial bid shall be opened only after they qualify the technical bid. No tenders will be accepted having Service charges on concerned DC rate lower than 2%.
2. In case lowest rates quoted by bidders are found to be same of two or more bidders, the successful bidder will be selected by draw of lots. However, the rates quoted below 2% will not be considered.
3. The Bid of any Tenderer who has not complied with one or more of the conditions prescribed in the terms & conditions/minimum technical parameter will be summarily rejected.
4. Tenderers shall quote monthly complete rates for the services required as per tender notice which should not be less than the above prescribed rates over and above the DC rates in the State of Haryana fixed under the Minimum Wages Act, 1948, indicating the details of ESI, EPF, Service Tax etc.
5. The Municipal Corporation, Panchkula (MCPKL) reserves the right to increase or decrease the scope of work without assigning any reason.
6. The MCPKL will reimburse the wages & other statutory charges and no advance payment will be allowed to the successful bidder.
7. The payment of monthly wages of the outsourced staff shall be made by the Service Provider in their Saving Bank Accounts linked with AADHAAR Card through ESCROW account. The Service Provider will submit the wages bill along with complete details of contractual staff viz. name and designation, address of the contractual employee, complete details of statutory deductions, EPF/ESI account number etc. to the Corporation by the 7<sup>th</sup> of every month for payment. The bills submitted for payment by the Service Provider will be cleared/paid by the concerned office upto 10<sup>th</sup> of the each month in the ESCROW Account. In no case, the payment to the contractual staff will be made later than 14<sup>th</sup> of each month.
8. ESCROW Account shall be opened by the Agency at Panchkula. which will be operated by the S.A.O and DDO cum-E.O. Copy of the wages bill duly passed by the DDO will be sent to the S.A.O to give direction to the bank for payment to the quarter concerned. The direction for disbursement of wages and deposit of statutory deductions will be given to the bank by the S.A.O in accordance with the wages sheet, EPF, ESI & Service charges etc. as provided by the Branch.
9. The S.A.O is appointed as 'Nodal Officer' to monitor the disbursement of wages to the outsourced staff and deposit of statutory deductions with the concerned authorities.
10. All the work charge establishment will be regulated through the outsourcing policy and all payments on this account shall be made by the Service Provider through the ESCROW

Account. The Executive Officer cum DDO will pass the wages bill along with statutory deductions and S.A.O shall deposit the said amount in the ESCROW Account.

11. The Corporation shall nominate a dedicated officer to ensure the timely release of payments to the Service Providers.
12. The Service Provider will provide services for different activities as per requirement of the Corporation for different periods.
13. Police verification of manpower provided shall be the sole responsibility of Service Provider
14. The Service Provider will not be allowed to sublet the activity under any circumstances.
15. Identity cards will be provided to the Personnel, whose services are offered to the MCPKL, by the Service Provider.
16. The MCPKL shall be at liberty to impose fine on the selected Service Provider which can go upto Rs.1000/- per day for non-payment/late payment of wages.
17. In case where the payment is delayed by two months or more, the Corporation shall be at liberty to initiate action to blacklist the service providers and forfeit its PBG.
18. Entries denoting the time and place of payment of wages and the payments actually made shall be made in the register of wages simultaneously as the payments are made.
19. The Service Provider will be responsible for obtaining a valid license or renewal from the competent authority/Labour Commissioner and supply the same to the Corporation.
20. In the case of Enforcement staff, the services will be required in two shifts i.e. 6.00 am to 2.00 pm and 2.00 pm to 10 pm. No deductions on account of Uniform, Identity Card, Lathi, Torch etc. will be made from the Enforcement Staff and all the expenses shall be borne by the Service Provider.
21. Condition of deployment of adequate staff as mentioned in Annexure D will be adhere to by the Service Provider.
  - a. The Service Provider who is awarded the contract shall have to sign a service agreement on non-judicial paper worth Rs. 100/- on the prescribed format within 15 days of the offer of the contract failing which the Service Provider will be black listed and its EMD shall be forfeited.
  - b. Tenders will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the MCPKL, for a period of **One Year** valid from the date of issue of work order.
22. The successful tenderer (herein after also called Service Provider) shall be required to furnish bank guarantee (Annexure 'A') for a sum equal to one month's salary of the staff engaged within 15 days of issue of work order, valid for One year and three months from the date of submission of PBG (Performance Bank Guarantee).
23. The Service Provider shall give an undertaking to the following effect in the form of an affidavit of Rs. 10/- on non-judicial stamp paper (duly attested) by the Notary Public/Executive Magistrate and the same shall be part of the agreement:-

“Department 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”.
24. The Performance Bank Guarantee, Indemnity Bond, Affidavit, Agreement and opening of ESCROW account shall be submitted/completed within 15 days of the award of the contract failing which offer of contract is liable to be cancelled and the earnest money will be

forfeited. The Earnest Money deposited by the tenderers would be released on receipt of above mentioned documents.

25. The Service Provider shall have to submit an affidavit duly attested by the Executive Magistrate/Notary Public as per Annexure – B.
26. The successful tenderer shall deploy manpower as per the requirement of the Corporation.
27. The Service Provider would provide Uniforms as prescribed by the Corporation and Identity Cards to the workers before deployment, failing which penalty @ 100/- per day per worker would be imposed. The Uniforms and Identity Cards are required to be supplied by the Service Provider and this amount cannot be deducted from the wages of the worker. The Service Provider shall ensure that no Worker of Enforcement Wing is on duty on any day without proper Uniform and Identity Card.
28. Failure on the part of the Service Provider in complying with any of the clauses shall make the Service Provider liable for penalty which the Corporation might consider necessary and equitable. The Corporation may also withhold the payment of subsequent months in case of such failure on the part of the Service Provider.
29. The offer must be kept valid for acceptance for a period of three months from submission of Tender. In case wages of the month could not be disbursed by 14th of the following month to any worker because of his absence or non-availability, the same shall be deposited by the Service Provider with the Corporation with a statement which incorporates complete addresses of the workers along with challan for depositing the amount involved. The statement and challan shall be countersigned by the two officials deputed by the Corporation for overseeing the payment to the workers.
30. The Corporation shall have further right to adjust or deduct any amount on account of damages or loss caused due to negligence of duty by contractual staff deployed by the successful Service Provider from his running due payments under this contract and can also be charged against the Performance Bank Guarantee/Indemnity Bond.
31. The successful Service Provider shall ensure that the persons so deployed do not allow any property of the Corporation to be taken outside the premises/jurisdiction without a proper permission granted by designated officer/official.
32. Income Tax shall be payable by the Service Provider and deducted at source as per law. In case of insufficiency of the amount of service charges available for deduction of the Income Tax payable, the Service Provider shall have to deposit the difference with the Corporation along with the bill of wages for the month.
33. The manpower provided by the Service Provider shall always remain employees of the Service Provider for all intents and purposes and the Service Provider alone shall be liable for any dispute which may have any sort of legal repercussions in a competent court of law.
34. The Service Provider or his staff shall fully indemnify the Corporation for the following:-
  - (i) Any loss suffered by the Corporation due to any omission or commission on the part of the Service Provider or the staff in discharge of its contractual and legal obligations during the validity of the contract.
  - (ii) Any orders/directions of the Labour Court/any other competent court in case of any dispute between the contractual staff and the Service Provider on account of any payment or the orders of the Labour Court shall be binding upon the Service Provider.
  - (iii) Any award/deed of the Court of arbitration by any judicial or quasi-judicial authority.

35. The Service Provider shall ensure that Saving Bank Accounts of all the workers employed by him are opened with Nationalized Bank and that monthly wages are credited into their Saving Bank Accounts through the ESCROW account. No cash payment shall be made to any outsourced staff. Any violation of these instructions will be viewed very seriously by the Corporation and this will be considered as a valid ground to black list the Service Provider and encash his performance bank guarantee.
36. Any dispute arising out of this contract at any stage shall be referred to the Commissioner, Municipal Corporation, Panchkula whose decision shall be final and binding upon the service providers.
37. **FORCE MAJEURE:** Any failure or omission or commission to carry out the provisions of this contract by the Service Provider shall not give right to any claim by any party, one against the other, if such failure of omission or commission arises from an act of god, which shall include an act of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence.
38. Service Provider shall read over the tender documents including the draft agreement(s) and having understood the contracts will certify as under:-  
“I/we undertake to abide by the terms and conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future”.
39. Any relevant instructions issued by the Labour Department/Government/Corporation from time to time on this subject shall also be adhered to by the Service Provider.
40. The detailed conditions relating to qualification and experience of staff to be outsourced are given in Annexure ‘C’ of the tender document.
41. The decision of the Tender Acceptance Committee shall be final and binding upon all the Service Providers participating in the tender called by the Corporation.
42. The Enforcement Staff to be provided by the Service Provider should be of minimum age of 18 years upto the maximum age limit of 50 years.
43. The MCPKL reserves the right to change any terms & conditions at the time of execution of service contract between the Municipal Corporation, Panchkula and the Service Provider and execution of ESCROW contract between the Corporation and Service Provider and the Bank.

**Place: (Signature of the Service Provider)**