

NOTICE INVITING TENDER
NIT No. - 21/MD/PSCL/2022-23

Patna Smart City Limited invites online bids for “**Outsourcing of Manpower Services**” under Smart City Mission (SCM) in Patna” as per following timelines: -

Sl. No.	EVENTS	DATE & TIME OF EVENTS
1.	Services to be offered	Outsourcing of manpower services in PSCL: Required- Office boy, Peon, Support Staff.
2.	Online Sale/Download period of Tender documents.	From 20-05-2023 http://smartpatna.co.in/
3.	Date & time of pre-bid meeting at PSCL office on 4th Floor, ICCB Building, Patna 800001	At 16:00 Hrs. on 30-05-2023
4.	Last date and time for submission of BID along with original EMD	Till 16:00 Hrs. on 15-06-2023
5.	Date and time of opening of Technical bid	At 17:00 Hrs. on 15-06-2023
6.	Date and time of opening of Financial bid	To be intimated after technical evaluation of bids.
7.	Bid Validity period	180 days
8.	Cost of Bid Document	Rs. 10,000/- (Ten Thousand Rupees only) (Non-Refundable) in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna
9.	Earnest Money Deposit (EMD)	Rs 1,00,000/- (One lakh rupees only). (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.

RFP document shall be available on website: <http://smartpatna.co.in/>
For Queries & clarifications, send e-mail to: patnasmartcity.pscl@gmail.com


Managing Director
Patna Smart City Limited (PSCL)



REQUEST FOR PROPOSAL (RFP)

FOR

OUTSOURCING OF MANPOWER SERVICES IN PSCL

Tender No. **21/MD/PSCL/2022-23**

Dated: 19-05-2023

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor ICC-Cum-PSCL Building,

SSP Office, North of Gandhi Maidan, Patna 800 001, INDIA

DISCLAIMER

The information contained in this Request for Proposal [RFP] document by Patna Smart City Limited (henceforth referred to as "PSCL" in this document) is provided to bidders on the terms and conditions set out in this RFP document together with any other terms and conditions subject to which such information is provided, for the sole purpose of selection of Agency for "**Outsourcing of Manpower Services**" at Patna Smart City Limited office.

This RFP is not an agreement and is not an offer or invitation to any bidder. The purpose of this RFP is to provide the bidders or any other person, with information to assist in formulation of their technical and financial offers (Bid) to be submitted to PSCL in response to the request for RFP. This RFP includes statements, which reflect assumptions and assessments arrived at by PSCL in relation to the scope of work. The assumptions, assessments, statements, and information contained in the Bid documents, may not be taken as complete, accurate, adequate, or correct and the bidders are advised to conduct their own analysis or seek its own professional advice before submitting their bids.

Information provided in this Tender Document to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. Also that PSCL make no representation or warranty and shall incur no liability to any person, including the bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in the Selection Process. PSCL shall accept no liability of any nature whatsoever resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. PSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this RFP document does not imply that PSCL is bound to select a bidder or to appoint the Selected Bidder (as defined hereinafter) for implementation and reserves the right to reject all or any of the bidder or Bid without assigning any reason whatsoever.

The bidder shall bear all costs associated with or relating to the preparation and submission of the Bid, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations, which may be required by the bidder. All such costs and expenses will remain with the bidder and PSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.

Sd/-
Managing Director
Patna Smart City Limited

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Managing Director
Patna Smart City Limited (PSCL)

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

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1. INTRODUCTION

Patna Smart City Limited (PSCL) is a Special Purpose Vehicle (SPV) created by Government of Bihar and Patna Municipal Corporation under Smart City Mission to deliver several Area Based Development (ABD) and PAN City initiatives, with focus on infrastructure and Information & Communication Technology (ICT) advancements at strategic locations.

The Ministry of Housing and Urban Affairs (MoHUA), Government of India (GoI) has initiated the Smart City Mission (SCM), under which 100 selected cities are to be developed as smart cities in India. Patna is one such city, selected in the third round (2017). Under the Smart City Mission, Government has emphasized to improve the basic civic amenities of the cities on one hand and provide modern technological advances for ease of living on the other. For smooth operations of administrative/office support works Patna Smart City (PSCL) is inviting tender for outsourcing of manpower services

2. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder should be a single Business Entity. For the purpose of this RFP document, a business entity shall mean a proprietary concern or firm or LLP firm or a company registered in India under the companies Act 2013/1956 or a society registered under society registration act 1860. The entity must have been registered for a minimum period of five years ending with 31st March 2022.	Certificates of Registration Incorporation PAN Copy
Registration	The bidder must have statutory registration certificate with labour department	Certificates of Registration
GST	The bidder should be registered under GST registration	GST Registration documents
Registration under the ESI and EPF Act	The bidder should have valid registration under the ESI and EPF Act	ESI and EPF Registration documents
Financial Capacity	Average Annual Financial Turnover of Rs. 50 lakhs during last 3 years ending 31st March of previous financial years i.e. 2019-20, 2020-21 & 2021-22.	Certificate from statutory auditor along with audited financial statements for the three previous financial years.
Bidder Experience	Similar completed work in last 5 years costing not less than amount equal to: - a) A single contract for annual value of at least Rs. 50 lakhs; or b) Two contracts for annual value of Rs. 30 lakhs each; or	Letter of Completion

	c) Three contracts of Rs. 25 lakhs each Similar work means experience of supply of manpower services.	
Debar/Blacklisting	The bidder should not have been blacklisted/banned/debarred/under investigation by state government or central government entity/ PSU as on date of bid.	Self-certification - The bidder will submit an Affidavit (Court Affidavit on original stamp paper of relevant value) with following clauses: - 1. It has not been blacklisted by any Govt. organization 2. The organization does not have any criminal case pending against it for violation of PF/ESI/MW Act or any other law.
Character Certificate	Character Certificate of Owner of Organisation.	Valid Certificates as on date of tender publication.
Employee Strength	Current labor license for minimum 30 working employees in agency.	EPF document. Self-certification letter - The bidder has to submit EPF/ESI/Employee ID Bank account detail. This is to be given by bidders for evaluation at pre-qualification stage

3. TIME FOR QUERY FROM CONTRACTORS

All pre-bid queries that will be received by email in prescribed format on or before the date mentioned in the schedule will be addressed by PSCL in the Pre-bid Conference. PSCL shall aggregate and respond to all such queries as per the schedule bidding. The response to clarifications will be issued as a Corrigendum to the original tender document. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. PSCL shall endeavor to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding. In respect of clarification received, the following shall apply: PSCL reserves the right not to consider any condition or query that, in the own sole discretion or PSCL, is found unacceptable.

4. TENDERING PROCESS

- 4.1 Only One Bid per Bidder:** Each bidder shall submit only one tender. If a bidder participates in more than one bid, the bids are liable to be rejected.
- 4.2 Cost of bidding process:** The bidder shall bear all costs associated with the preparation and submission of the bid and PSCL in no case shall be responsible or liable for any costs, regardless of the conduct or outcome of the tender process.
- 4.3 Right to accept or reject any or all Bids:** PSCL reserves its rights to cancel the tender as whole or may reject one or all bids as per the recommendation of the committee constituted for the purpose. No query/complaint In this regard shall be entertained by PSCL

4.4 Late Bids: Late bids shall not be accepted and no correspondence in this regard shall be entertained. The decision of the Managing Director, PSCL Patna on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document shall be final and binding on the parties. Managing Director PSCL may at its discretion extend the deadline for submission of the bids.

4.5 Submission of tender document: The envelope should be marked "Tender for Outsourcing Manpower Services at PSCL Patna". The Bid should be submitted in two parts i.e. Technical Bid as per the prescribed Performa and Financial Bid in the prescribed Performa. The two Performa duly filled in with all relevant documents attached, should be sealed in separate covers with each cover superscripted with the statement "Technical Bid" or "Financial Bid", as the case may be. Both these covers should then be sealed in a bigger cover and submitted at PSCL Office, along with separate Demand Drafts for cost of tender document (non-refundable) and Earnest Money deposit [EMD], on or before the prescribed cut-off date. The bigger envelope containing the envelopes of Technical and Financial Bids superscripted with the statement "Proposal for Outsourcing of Manpower Services at PSCL, Patna" and addressed to Managing Director PSCL, Patna on or before the closing time and date indicated on top this document. The Bidders are allowed to depute their representatives (one per bidder) for Technical Bid opening on the prescribed date and time. Each page of tender document must be stamped and signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions or contract. Any bid with any of the documents not so signed is liable to be rejected at the discretion of PSCL. No page should be removed/detached from this bidding document.

All pages in Technical Bids must be numbered and on top/down of the Bid, an index giving page number of each document submitted must be indicated. The Bids without such an index are liable to be rejected.

The Financial Bids should be submitted in Performa given in this document.

The Bids not conforming to the above provisions, would not be considered, and summarily rejected. Financial Bids of only those bidders shall be opened whose Technical Bids are qualified. The bids opened by the duly constituted Committee in this office on notified time, date and place in presence of Bidders' duly nominated representatives (one per bid) if deputed by them. Intimation for opening Financial Bids would be sent through e-mail or mobile/telephone only. No price should be mentioned in Technical Bid otherwise the bid is Liable to be rejected.

4.6 Documents to be enclosed with the Technical and Financial Bid: The documents shall be as per the below mentioned checklist in two bid formats:

a) Technical Bid should be submitted containing the following:

- 1) Tender documents duly completed, duly signed but without indicating the price. With enclosing Account Payee Demand Drafts of cost of tenders for (Rs. 10,000/-) (Non-refundable, Including GST) & Earnest Money Deposit (Rs.1,00,000/- lakh).
- 2) Supporting documents in respect of Eligibility Criteria as prescribed.
- 3) Undertaking on a stamp paper of Rs.100/- as prescribed.

- 4) Letter of Undertaking as prescribed.
- 5) Tender Document - (1) Certificate - Performa for no near relative (s) of the Bidder working in PSCL. (2) Certificate of Self-Declaration - non-blacklisting/Debarment and (3) Representative Authorization Letter Performa and (4) Format Power of Attorney.

b) Financial bid should be submitted in the following:

1. Declarations in prescribed format. It should be submitted on letter head of the bidder.
2. The bidder shall quote the prices/rates as specified in the format given in this document.
3. The bidders should quote their most competitive prices/rates.
4. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the bid liable for rejection. Bidders should ensure that there are no alterations / corrections in the prices/rates submitted by them
5. The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

5. BID EVALUATION CRITERIA

TECHNICAL EVALUATION

- i. First the Pre-Qualification Proposal will be evaluated and bidders meeting eligibility of the qualification criteria will be eligible for financial evaluation.
- ii. In the first instance, the Technical Bids shall be opened by the Tender Committee of PSCL Patna in the presence of representatives of bidders, if available.
- iii. The date, time, and venue for opening of the Technical Bids is given on cover page of this document:
- iv. The bidders may depute their representative for the Technical Bid opening event.
- v. The Technical Bids will then be evaluated by the committee of PSCL, Patna internally. All bidder who qualifies in technical bid shall be eligible & qualify for financial bid opening who would be informed in due course through email, telephone and letter. Bidders should therefore clearly indicate giving explicit supporting documentary evidence, with respect to the above, in absence of which their proposals will be rejected summarily at the qualification stage itself.
- vi. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below. Only those bidders who scores above 70 marks out of total 100 would be eligible for financial evaluation and will be termed technically qualified.

Sl. No.	Particular	Allocation of Marks	Total Marks
1	Firm's Experience in manpower services in years (Parallel Services will be counted as single service)		20
	Up to 5 years	15 Marks	
	1 Mark for each additional year of experience with a maximum of 5		

	marks		
2	Average Annual turnover from manpower services of the firm (in the last 3 F.Y.-2019-20, 2020-21 & 2021-22)	30	
	50 Lakh		25 marks
	1 Mark for each additional 10 Lakh of average annual turnover with a maximum of 5 marks		
3	Certificate of satisfactory performance from Govt. (Central/State) Department /PSUs/Autonomous Bodies of Central or State Govt. including higher educational/central research organisation for the last 3 F.Y.- 2019-20, 2020-21 & 2021-22.	30	
	At least two - 20 marks		
	1 Mark for each additional certificate with a maximum of 5 marks		
	If any certificate is for 3 years or more continuous service: 5 marks		
4	Total number of manpower on pay roll as on 31.03.2022 The deployment of manpower is to be shown in the list of personnel working which is to be reflected in the PF challans.	20	
	At least 500 employee: 15 marks		
	1 Mark for each additional 50 employee with a maximum of 5 marks		
Total		100	

FINANCIAL EVALUATION

- (i) The Financial Evaluation of those bidders, who has qualified in technical bid shall be informed.
- (ii) The decision of the **Managing Director PSCL** Patna shall be final and binding. However, the bidders are free to seek clarification on bidding conditions bidding process and/or rejection of the Bid.

6. Deciding the Award of Contract: -

Least cost of outsourcing of manpower services shall be the paramount requirement. The decision of the award of the contract would be made as under: -

- (i) The bidder qualifying in technical proposals shall be eligible for participating in Financial Bid opening.
- (ii) The L1 bidder shall be awarded or invited for rate negotiation.

7. Monitoring the Contract:

PSCL should be involved throughout in the conduct of the contract and continuously monitor the performance of the bidder. PSCL may employ a third-party auditor for quarterly monitoring of quality of services.

SECTION II: CONDITIONS OF CONTRACT

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1. VALIDITY OF THE CONTRACT PERIOD

PSCL Patna would be selecting bidders for providing the services. (For different categories of outsourced staff). Contract, once awarded, shall remain valid for a period of **(one) year**. The contract can be extended further by one year with mutual consent. However, the contract can be terminated by PSCL, Patna at any time without assigning any reason by giving a notice of one month.

2. PERFORMANCE SECURITY DEPOSIT

- a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract need to provide a Performance Security deposit. Performance Security Deposit would be for an amount of 10% (ten percent) of the value of the awarded contract. Performance security may be furnished in the form of an account payee Demand Draft/Fixed deposit receipt from a commercial bank/Bank Guarantee from a Commercial bank in favour of Managing Director, Patna Smart City Ltd., payable at Patna.
- b) The proceeds of the Performance Security deposit shall be payable to the PSCL as compensation for any loss (including loss of opportunity, time, or cost) resulting from the Bidder's failure to comply with its obligations under the Contract.
- c) The Performance Security deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. It shall be non- interest bearing.

3. REFUND OF EMD

- a) EMD shall be refunded to the Selected Service Provider only after signing of the contract and receipt of Performance Security Deposit.
- b) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.

4. PROVIDING SERVICES/ SUPPORT

- 1) For the resources deployed, the Bidder will keep with them their Police Verification completed and furnish the original Police Verification to PSCL, Patna while keeping a copy with themselves. The Bidder shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs of deployed resources and furnish this details/ information to PSCL, Patna as and when required.
 - 2) The Selected Service Provider will issue appointment order to the deployed resources only after checking his/her documents of qualification and endorse a copy of the same to PSCL Patna. The manpower deployed will be issued ID Cards by the Bidder, which the person deployed will always keep with him/ her and show on demand. This will be in addition to Entry Pass issued in favour of the deployed personnel at the workplace to facilitate his/ her entry in secured area/office premises.
 - 3) The personnel hired from the Selected Service Provider will report to PSCL Patna, who will assign them specific tasks as per requirement.
 - 4) Agency have to follow the Bihar Govt. Reservation policy for manpower as per guidelines.
- a. PAYMENTS:**
- i. No advance payment shall be made under any circumstances. The timely payment of wages & statutory dues shall be the responsibility of the service provider. The service provider has to submit the proof of payment along with the bill to be reimbursed by PSCL against the deployed manpower.
 - ii. Taxes at the present prescribed rate will be deducted from the bills in accordance with the provision of Income Tax Act, 1961 and GST Act 2017.

- iii. Any other deductions mandated by the prevailing laws applicable to such contracts would also be made.
- iv. No enhancement in the service charges on any account/reason, whatsoever may be considered during the currency of contract.
- v. The Agency shall be paid on monthly basis as per the contracted rate provided in the agreement. The price shall be all-inclusive including the cost of manpower, consumables, equipment, and management.
- vi. While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as EPF, ESI, etc. for the previous month.
- vii. The price as quoted by the bidder shall remain unchanged.

5. PENALTY for NON- PERFORMANCE AND NON-PAYMENT

- I. The Bidder will deploy the requisite resources/manpower within 10 working days or placing the work order by PSCL Patna. Beyond this period, a penalty of Rs 200/- per day per person will be levied for a period of 10 working days and after that the work order will be cancelled and manpower will be obtained from alternate sources. Work order cancellation charges will be applicable in addition to the above penalty.
- II. The Bidder shall make payment of Salary to the employees deployed in PSCL. Patna through account payee Cheque/Bank Transfer by 5th of the following month. In case the Selected Service Provider fails to make payment of salary by 5th day of the following month, a penalty @ 1% for every day of delay shall be levied, subject to a maximum of 10% of the total bill value of the month. If Selected Service Provider fails to release the salary to the personnel deployed in PSCL Patna by 5th day of following month without appropriate justification PSCL, Patna reserves the right to cancel the work order and forfeit the performance security deposit besides taking any other action, as per law.
- III. The defaulting Bidder (in executing the services) is liable to pay work order cancellation charges of 5% of value of work order (the sum of monthly consolidated salary to be paid to the manpower to be sourced under the specific work order), which will be realized through the pending bills or Security Deposit/PSD or by raising claims.
- IV. As and when an employee is absent, replacement should be made available by bidder under prior intimation to PSCL, Patna. Otherwise, penalty as point number (ii) above will be levied.

6. TIMINGS & HOLIDAYS

Manpower Services timings will be given separately based on General timings & Holidays for the personnel engaged will as follows. However, for personnel on the requirement.

The employees of the Bidder deployed at the premises of PSCL, Patna shall report for duty at 9:30 AM and shall remain on duty till 8:30 PM on all working days or as per the works schedule given to them. The employees shall be eligible for a lunch break of 1/2 an hour between from 1.00 PM and 1.30 PM PSCL, Patna shall however, have the right to detain all or some of the employees of the Bidder, beyond the above hours, on need basis.

7. OTHER GENERAL TERMS AND CONDITIONS

- i. Any overwriting/ fluiding/ corrections in the offer submitted by the Bidder should be authenticated by the signatures of the PSCL signing the bid. Failure on this account may lead to cancellation of the bid.
- ii. If any column in the prescribed Performa submitted to PSCL Patna remains blank or filled with inappropriate/ incomplete information, the bid would be treated as incomplete and hence, rejected.
- iii. A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid. The Technical Bids not accompanied by a duly signed copy, of this document shall be treated as incomplete and shall be rejected.
- iv. The persons deployed by the Bidder would not have any claim for employment or payment of wages or any other claim whatsoever against PSCL, Patna. The person hired/ engaged from Bidder would not have any claim for compensation or any damage against PSCL in any event whatsoever, outsourced Bidders would be responsible or answerable for any such claim.
- v. The Selected Service Provider shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in PSCL, Patna.
- vi. The manpower deployed shall remain under the control and supervision of the Selected Service Provider and the Selected Service Provider shall be liable for payment or their wages and all other dues payable under various labour regulations and other statutory provisions.
- vii. The deduction of income tax from the bills of the Selected Service Provider will be made at source as per the provisions of the Income Tax Act 1962 and that the GST will be paid to the Bidder on total monthly bill amount as per provisions of the GST Act wherever applicable.
- viii. In case any of the person(s) deployed by the Selected Service Provider does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Selected Bidders on the order of PSCL, Patna shall immediately withdraw such person from the premises of PSCL, Patna and provide a suitable substitute.
- ix. The manpower supplied by the Selected Bidders may be rotated as per the instructions of PSCL, Patna from time to time during the currency of the contract.
- x. The agreement shall be subject to jurisdiction of Courts at Patna. The terms of this document shall be interpreted as per Indian laws.
- xi. Any losses or damages to the properties of PSCL, Patna or its Customers caused due to negligence or malpractice indulged by the personnel deployed by the Selected Service Provider will be recovered from the Bidder and Bidder will bear all such costs.
- xii. Bidder to whom the contract is awarded will not charge any amount from the persons deployed on request of PSCL Patna. In case any such incident(s) comes to the notice of PSCL Patna, the contract awarded to the Selected Service Provider shall be cancelled and Performance Security deposit forfeited.
- xiii. The Bidder selected will be required to execute an Agreement with PSCL within 15 days of communication from PSCL, Patna about its selection for the purpose and the tax liability on this account shall be borne by the bidder concerned.
- xiv. The Bidder must have a Head Office/Branch in Patna, Bihar.
- xv. The Bidder shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. PSCL, Patna shall not be responsible in any

- manner whatsoever, in matters of injury/death/health etc. or the Service Provider's employees performing duties under the contract.
- xvi. PSCL, Patna shall not be liable for any loss, damage, theft, burglary or robbery or any personal belongings, equipment's or vehicles of the personnel of the Service Provider.
 - xvii. GST, Income Tax, EPF and ESI: - No Bidder. Who does not hold a valid PAN from Income Tax department and who is not registered under EPF and Miscellaneous- Provisions Act 1952 and who is not registered with ESIC shall bid. The GST, PAN, EPF and ESIC should be quoted in the tender document without which the tender is liable to rejection.
 - xviii. Contract Documents (Non-Disclosure Agreement) The Bidder shall not, without prior written consent from PSCL Patna, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes or such performance. The bidder shall not without prior written consent of PSCL Patna, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by PSCL Patna, other than the Contract itself shall remain the property of PSCL Patna and shall be returned (in all copies) to PSCL Patna, on completion or the bidder's performance under the Contract if so, required by PSCL Patna.
 - xix. All Bidders are hereby explicitly informed that conditional offers or offers with deviation from the conditions of bid/tender, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
 - xx. The requirements of manpower services are tentative and may increase or decrease at the sole discretion of PSCL.
 - xxi. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable to rejection.
 - xxii. This document outlines PSCL expectation in relation to the tender to be submitted by the Bidder. No legal or other obligation shall arise in PSCL name unless and until the agreement has been formally executed between PSCL and successful Bidder and any conditions precedent to the effectiveness of such Agreement have been fulfilled. PSCL shall not be obliged to appoint the Bidder and reserves its right not to proceed with the selection Process and to withdraw from the Process, or to take any other decision thereof at any time at its absolute discretion.
 - xxiii. The Bidder who does not meet the Minimum Eligibility Criteria shall be considered as Disqualified and his Financial Bid shall be returned unopened.
 - xxiv. The work awarded shall not be subcontracted. In case- PSCL finds at any point or time during the period of contract, that the work undertaken by the bidder has been subcontracted, the same will be treated as violation of the agreement and liable for legal action, termination of contract, forfeiture of EMD, Security Deposit and disqualification form future tenders to PSCL.
 - xxv. The personnel employed by the Bidder/Contractor should be physically fit and should be free from contagious/communicable diseases and should have normal vision. Medical certificate in this regard should be furnished before the engagement of his personnel. They should not have been involved in any police/criminal cases.
 - xxvi. The date fixed for opening of bid, if subsequently declared as holiday by the Govt/PSCL the revised date of schedule will be notified. However, in the absence of any such notification, the bid will be opened on the next working date, time and venue remaining unaltered.

- xxvii. Bid shall be declared as valid or invalid based on preliminary scrutiny i.e., Verification of EMD, by the Tender Evaluation Committee. However detailed evaluation shall be done only in respect of Valid Bid.
- xxviii. The technical bid shall be evaluated based on the available documents submitted by the Bidder. PSCL may, at its discretion, ask any Bidder for any clarification on his bid to facilitate examination, evaluation, and comparison of the bids and or the bidders. Any clarification submitted by the bidder that is not in response to a request from PSCL shall not be considered. The PSCL request for clarification and the presence shall be in writing.
- xxix. If a Bidder does not provide clarification on his bid by the date and time set in the PSCL request for clarification, his bid may be rejected.
- xxx. The Bidder should offer his competitive quote of Service Charges. Service charges shall be single line head in percentage of the total salary payable by PSCL to the bidder per month for the services rendered. (Example: If the Service charges quoted is 3% and the total salary/wages payable in October is Rs.100000/- the bidder will get Rs 3000/- for the month of October). The quoted service charge is not applicable on reimbursement claims such as ESI, PF.
- xxxi. The Service charges as indicated in the financial bid of each Bidder shall be read out on the spot. If there is any discrepancy between words and figures, the amount in words shall prevail.
- xxxii. The deployed Staff must be skilled and competent.
- xxxiii. The Personnel deployed by the bidder should not have any Police records/criminal cases against them.
- xxxiv. The bidder shall maintain all statutory registers under the law and shall produce the same on demand to PSCL or any other statutory authority.
- xxxv. The bidder shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to PSCL with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The bidder shall have the responsibility to furnish documentary evidence in support of the statutory compliance to PSCL as and when sought for.
- xxxvi. The bidder shall also be liable for following the reservation roster rules as per Govt. of Bihar guidelines and shall depute personals accordingly.

xxxvii. Interpretation

- i) If the context so requires it singular means plural and vice versa.
- ii) Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- iii) Entire Agreement: The Contract constitutes the entire agreement between PSCL Patna and the bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- iv) Amendment: No amendment or other variation of the Contract shall be valid unless it is in written, is dated, expressly refers to the Contract, and is signed by dully authorized representatives of each party thereto.
- v) No waiver: Subject to the conditions (f) and (g) below, no relaxation, forbearance delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice affect or restrict the rights of that party under the Contract, neither shall any waiver

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by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- vi) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.
- vii) The contract shall be governed by the provisions of BFRs, PSCL Financial Regulation 2018 and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract Agreement/this Document is at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.
- viii) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- ix) In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of PSCL Patna shall be final and binding on all parties.
- x) **Language**
 - a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the PSCL Patna, shall be written in English only or as specified in the special conditions of the contract.
 - b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation.
- xi) **Notices**
 - a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
 - b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8. Applicable Law

- a) The contract shall be interpreted in accordance with laws of the Union of India and the Government of Bihar.
- b) The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Patna (Bihar, India).
- c) Any suit/legal action filed by any third party on account of the manpower services provided by the contractor against any individual(s) related/pertaining to this project shall be settled by the contractor at its own cost. PSCL Patna will NOT be a party to the same.

9. Deliverables.

The bidder shall be single point of contact with PSCL Patna and shall be solely responsible for the delivery of manpower as per the requirement of PSCL. The bidder whose tender is accepted shall arrange to supply the required manpower as per agreement/contract.

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10. Forfeiture of PSD:

Performance Security Deposit shall be forfeited/invoked in the following cases: -

- a) When any term and condition of the contract is breached.
- b) When the Bidder fails to provide deliverables after partially executing the work order or bidder fails to fulfil its obligations under the contract.
- c) No interest will be paid by PSCL Patna on the amount of EMD and Performance Security Deposit.
- d) Forfeiture of Earnest Money Deposit / Performance Security Deposit shall be without prejudice to any other right of PSCL Patna to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or blacklisting, etc., as may be deemed fit.

11. Rectification of Errors:

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.
- b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line-item total will govern, or whichever is logically correct.
- c) If the bidder does not accept the correction of errors, its bid will be rejected.
- d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

12. Corrupt or Fraudulent Practices

12.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with PSCL and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

12.2 Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract.

13. Consortium

No consortium will be entertained by PSCL Patna. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with PSCL Patna or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination or contract with penalty.

14. Subcontracts

The Bidder shall not subcontract the awarded contract or part thereof.

15. Reservation of Rights

PSCL Patna reserves the right to:

- a) Extend the Closing Date for submission of the Proposals.
- b) Amend the proposal requirements at any time, provided that the closing date is displayed on PSCL Patna website www.smartpatna.co.in
- c) Seek information from the bidders on any issue at any time.
- d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distributed options to more than one bidder.
- e) Terminate or abandon the entire bidding process whether before or after the receipt of bids.
- f) Seek the advice of external consultants to assist PSCL Patna in the evaluation or review of proposals.
- g) Make enquiries of any person, company, or organization to ascertain information regarding the Bidders and its proposal.
- h) Reproduce for the purposes of this Procedure the whole or any portion of the Proposal.

16. Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, and as mutually agreed genuine pre-estimated compensation and damages payable to PSCL for, inter alia, the time, cost and effort of PSCL including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to PSCL hereunder or otherwise.
- b) PSCL requires that the bidder provides solutions which at all times hold PSCL's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of PSCL.

17. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

"Force Majeure" shall mean any event beyond the control of PSCL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy. riot. civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine, and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
 - a) the date of commencement of the event of Force Majeure;
 - b) the nature and extent of the event of Foree Majeure;

- c) the estimated Force Majeure Period.
- d) reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which performance of any of its obligations under the Contract is affected by the Force Majeure.
- e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

18. RIGHT OF ACCEPTANCE:

PSCL reserves all rights to reject any bid including the ones submitted by Bidders who fail to comply with the instructions, without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the Managing Director PSCL shall be final and binding. Any failure on the part of the Bidders to observe the prescribed procedure and any attempt to canvass for the contract work shall render the bidder's concerned liable for rejection.

Managing Director PSCL reserves the right to award any or part or full contract to any successful bidder(s) at his discretion and this will be binding on the Bidders. In case of failure to comply with any of the said provisions/terms and conditions by the successful bidder who has been awarded the contract, Managing Director PSCL reserves the right to award the contract to the next higher bidder or any other outside agency and recover the difference of price/cost/quote or loss from the defaulted bidder who has been awarded the contract initially and this will be binding on the Bidders. PSCL may terminate the Contract if it is found that the Bidder is black listed on previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public sector undertakings etc .

19. SPECIAL CONDITIONS OF CONTRACT:

1. The successful Bidder (Service provider) who has been awarded the contract as above is wholly responsible for providing the manpower services to PSCL.
2. It is especially understood that the persons deployed/engaged or to be deployed/engaged by the bidder for carrying out the services to bidder shall be the employees of the bidder. That for all statutory and other purposes the bidder shall be their employer. The bidder shall be solely responsible and liable for all statutory obligations or other benefits payable to the persons deployed/engaged by the bidder including the benefits under ESI Act, EPF Act and any other statutory deductions/remittances laid down by the Central or State Government. The supervision and control of the persons/employees deployed/engaged by the bidder shall fully be on the bidder.
3. The bidder shall produce to PSCL the details of payment of salary, etc .to his personnel proof of having remitted ESI and EPF contributions, from time to time. No cost directly or indirectly be charged from the personnel engaged/deployed in PSCL.
4. It is specifically understood that PSCL shall not have any employer-employee relationship with the persons deployed/engaged by the bidder and the persons so engaged shall not be the employees of PSCL.
5. The Contractor shall ensure that no employee engaged by him for services to PSCL shall engage in any type of activity prejudicial to the interest of PSCL.
6. PSCL will have the right to reject any bid/quotation without assigning any reason and award the contract to any other Bidder if PSCL is of the opinion that the Bidder

who quoted the lowest rate is not having sufficient and/or qualified employees/personnel or does not satisfy the conditions stipulated in the tender document and/or there is suppression of facts in the application for pre-qualification and/or in the tender documents.

7. Performance security/Security Deposit payable at Patna, will be refunded on termination of the contract after adjusting any amount due from the bidder. The security deposit will be forfeited in the event of any breach or negligence or no observance of any terms/conditions of contract or for unsatisfactory performance or for non- acceptance of the work order and tender conditions.
8. If any short-fall or non-compliance of any of the conditions mentioned in the contract is noticed, penal action will be initiated by PSCL and the decision of Managing Director in this regard shall be final and binding on the service provider.

20. SERVICES REQUIRED BY THE PSCL/GENERAL SPECIFICATIONS:

1. The bidder shall provide manpower services in PSCL offices located in Patna as required by PSCL from time to time. The details of services, units required, qualification/experience are shown in Chapter-3 & 4. Annexure-1 to this tender.
2. The bidder must also maintain all registers and documents under different Labour Legislations as applicable.

21. TERMINATION OF CONTRACT:

The contract can be terminated in the following contexts also.

- a) If the successful Bidder is declared insolvent.
- b) If the company/partnership firm is dissolved.
- c) If any of its director/partners is convicted in any criminal offence.
- d) Violation of the provisions of Acts, Rules, Schemes, or notifications issued by the Appropriate Govt. from time to time, as applicable.
- e) Violation of terms and conditions of tender document/agreement.

22. SETTLEMENT OF DISPUTE

Arbitration: In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by the Managing Director, PSCL. The award of the arbitrator shall be final and binding on both the parties under Patna courts shall have jurisdiction for any disputes and the venue for arbitration shall be Patna. Fee payable to the Arbitrator has to be shared equally by the parties.

SECTION III - SCHEDULE OF REQUIREMENTS

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As part of the Bid process, PSCL is releasing this RFP to receive responses from eligible Bidders and select the most appropriate implementing Bidder for providing manpower services.

Scope of Work

1. The PSCL, Patna requires the services of reputed, well-established Organizations to provide manpower support services as specified in this **Request for Proposal** including personnel to function in Bihar on need-based basis.
2. The educational qualification, proficiency, experience, as enclosed in this **Request for Proposal**, while requesting for deployment & keeping in view the provisions of minimum wage Act.
3. On receipt of the request, the Selected Service Provider will be required to provide sufficient number of personnel for each service.
4. Presently, the requirement of persons is 8 (Eight Number) at different levels and their educational qualification, proficiency, and experience, etc. shall be as per the requirement schedule given in this **Request for Proposal at Annexure I**.
5. In future as per requirement the manpower may be increased or decreased.

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ANNEXURE-I

List of services required and scope of duties and requirements as need basis which may be increased or decreased

Sl. No.	Category of Staff	Requirement in Nos	Minimum Qualification	Minimum experience
1.	Guard (Skilled)	01	10 th Board pass and above	Should have minimum 2 years of experience in similar work.
2	Night Guard (Unskilled)	01	NA	Should have minimum 2 years of experience in similar work.
3.	Housekeeping cum Peon (Skilled)	03	Class VIII passed or above	Should have minimum 2 years of experience in similar work.
4.	Sweeper (Unskilled)	02	NA	Should have minimum 2 years of experience in similar work.
5.	Receptionist (Skilled)	01	Graduation Passed with fluency in English speaking and soft spoken.	Should have minimum 2 years of experience in similar work.

ANNEXURE-II
PERFORMA FOR FURNISHING FINANCIAL BID FOR OUTSOURCING MANPOWER SERVICES AT PSCL

SI. No.	Category of staff	No. of person required	Rate per person per month (26 days) (latest Bihar minimum wage rate as per Notification No.939 dated-30.03.2022 of Labour dept. Govt. of Bihar)	Agency/bidder Name						
				Basic wage	EPF	ESI	Service charge	Total value including service charge	Add: applicable GST rate on service charges	Total quotation value (with applicable GST)
1.	Guard (Skilled)	01								
2	Night Guard (Unskilled)	01								
3.	House keeping (Skilled)	01								
4.	Sweeper (Unskilled)	01								
5.	Receptionist (Skilled)	01								





ANNEXURE-III
PERFORMA FOR FURNISHING TECHNICAL BID
(Please go through the terms and conditions before filling up this Performa)

Sl. No.	Subject	Details	Pg. No. of enclosures
1.	Name, Address & Telephone No. of the Organization		
2.	(a) Date of commencement of Business (please furnish proof in support of statement) (b) Labour License No. & Date (Attach copy)		
3.	Status of the Organization (i.e., Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under Societies Registration Act /LLP		
4.	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
5.	Name of Proprietor/Managing Partner/MD/President		
6.	Name, designation, and address including contact no. of the authorized Contact Person		
7.	Annual Turnover during the Financial Years 2019-20, 2020-21 & 2021-22 (attach copies of audited Profit Loss/Income & Expenditure & Balance sheet		
8.	GST No. (Attach copy)		
9.	PAN No. (Attach copy)		
10.	Details of Contract(s) successfully completed which satisfies the provisions of this Tender Document (Provide Name, Address and Annual Cost of Contract, details of Contact Person) (Attach copies of Contract(s) and Completion of the Contract(s)		
11.	Details of cost of Bid document (non-refundable)/ EMD (DD enclosed) (DD, should be drawn in favour of PSCL payable at Patna)		
12.	a) Manpower strength (attach documentary proof in support) b) No. of employees being provided including unskilled Others (please specify) staff (attach copy of ECR of last month in support)		

13	(a) Whether registered with Regional Provident Commissioner Fund other or, any trust for regulating the Provident Fund for employees (b) PF Registration No. and Date (enclose copy of relevant documents).	Yes/No	
14.	(a) Whether registered with ESIC. Yes/no (b) Registration No. and Date (enclose copy of relevant documents)	Yes/No	
15.	Whether the bidder adheres to the provisions of relevant rules and laws related to payment of social securities (Please note orders/ Rules is mandatory)	Yes/No	
16.	Valid Labour License No. (Attach copy)		
17.	Whether ISO9001- 2015 certified? If yes, attached a self- attested copy of the same. Undertaking submitted on a stamp paper of Rs.100/- (Rupees One Hundred Only) as perform at prescribed.		
18.	Whether office in Bihar, if any, give official address with proof.	Yes/No	

DECLARATION:

- a) It is certified that the information furnished above is correct.
b) The signatory to this bid is authorized to sign such bid on behalf of the organization.

Signature: _
Name: _
Designation: _
(Seal of the Company)

Handwritten initials

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**ANNEXURE-IV
CONTRACT FORM**

This agreement is made on..... between Patna Smart City Limited (Hereinafter called PSCL which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the manpower service provider which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....

1. Whereas PSCL has invited tender/bid for providing Manpower Service.
2. PSCL has approved the tender for the work at an amount of as per work order. The work is to be carried out as per the direction of the competent PSCL.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement to be decided mutually between PSCL and contractor and monthly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for one year with effect from..... to which can be extended to a maximum period of 1 year on mutual consent of both the parties, subject to satisfactory performance of the contractor during the period of contract.
5. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material during their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity, the same shall be recovered from the agency.
6. The bidder will take all steps as required under law in case of any loss or other contingency in consultation with PSCL.
7. The Selected Service Provider has furnished a performance Security of Rs./- (Rupees Only) in shape of DD/Bank Guarantee No. , dated duly pledged and renewed up to in favour of Patna Smart City Ltd, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties w. r. t. the contract, interpretation of the terms of any claim whatsoever, Managing Director, PSCL or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act- 1996 shall be applicable. The Selected Service Provider shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceeding shall be at Patna.
9. All machinery/equipment/material etc. required for Manpower Services of PSCL will be provided by the service provider.
10. The Selected Service Provider will not sub-let the contract of these services to any other agency or individual(s).
11. The contract amount of this work is as per the rate approved with services charges.
12. The Selected Service Provider will be responsible for compliance of various statutory obligations like EPF, ESI minimum wages act, workman compensation act and other laws enacted from time to time.
13. PSCL will make payment by a single cheque/RTGS against the bill for a particular month raised by the Selected Service Provider forwarded by the authorized official/officials of PSCL with proper verification of daily attendance and approvals. The Selected Service Provider will pay the salary as per applicable Wages on monthly basis to the deployed personnel in his bank account by the last working day of every month and if it is a holiday, then the next immediate working day. Second party will attach the proof of such payment of wages to the personnel along with his payment of PF and ESI for the

- previous month when raising the bill for the next month. The Bill/invoice shall be produced before PSCL in the first week of the immediate month.
14. That in case of revision of minimum wages and PSCL would also make the revision in the rates based on the same, from the date of such notification.
 15. The Selected Service Provider shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
 16. The responsibility for implementing the instructions/ guidelines for working on national holidays and Sunday would be of the selected bidder.
 17. Since the personnel will be employees of the selected bidder, PSCL will not have any concern or relation with them either directly or indirectly. All statutory obligation shall be discharged by the Selected Service Provider and there shall be no liability of PSCL in that respect.
 18. Selected Service Provider will ensure that the staffs are periodically changed to ensure better output and result.
 19. Selected Service Provider shall deploy its authorized representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Selected Service Provider shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement. He has to further ensure that all his staff/s deployed on site are in proper uniform and carry identity cards at all time in the premises.
 20. The Selected Service Provider shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of PSCL regarding cause and cost of damage shall be final. In case the Selected Service Provider fails to make good the damage to the entire satisfaction of PSCL and the amount will be deducted from his bill.
 21. In no event PSCL shall be liable to the selected bidder, either under contract, or under any warranty or any other theory of liability, for any special, incidental, or consequential damages, including, but not limited to, lost business or profits.
 22. The Selected Service Provider shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable to discharge its obligations under this agreement, which shall be a condition precedent.
 23. It is clearly understood by both the parties that this agreement is a commercial agreement, and no one is creating any employment, RFP and other communications shall be part and parcel of this Agreement.
 24. The workmen of the Selected Service Provider shall have no privity of contract with the company and there shall be no master servant relationship between PSCL and the selected bidder's workmen of any nature whatsoever.
 25. Any loss due to negligence, if proved, by the staff deployed by the Selected Service Provider will be compensated by him.
 26. Selected Service Provider or his representative will remain in constant touch with concerned official of PSCL for better understanding and effective work.
 27. All records, attendance registers and documents will be maintained and kept by the selected bidder.
 28. That the terms of tender/RFP of the contract shall also apply and form integral part of the contract for all the intents and purposes.
 29. Decision of PSCL with regard to interpretation of the Terms and Conditions of the Contract shall be final and binding on the selected bidder.

30. That in case of any loss being suffered by PSCL or the violation of the terms and conditions of contract; PSCL shall have right to deduct all claims against Selected Service Provider from the security and PSCL shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the Selected Service Provider withdraws from the contract within the period of contract, PSCL shall forfeit the security amount without any refund.
32. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a. RFP Terms of Reference;
 - b. Submissions and Declaration as part of the Proposal submitted;
 - c. Notification of Award of contract by PSCL;
 - d. Special Conditions of Contract.
33. Termination: The Contract may be terminated by giving one months' notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Selected service provider being declared insolvent by competent court of law.

If Selected service provider wishes to exit this contract, a one month notice in advance should be produced by him before PSCL. On termination of the contract, it shall be the responsibility of the Selected service provider to remove his men and materials within days/on or before date as specified in termination order. PSCL shall not indemnify any loss caused to the Selected service provider by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the selected Service provider shall keep on discharging his duties till the expiry of such notice period.
34. **Penalty:** The administration of PSCL shall be at liberty to check at any time, the deployment of persons by the Selected service provider and in case of default shall deduct the wages of absentee /s from monthly payment due to the Selected service provider and impose penalty as deemed fit by him. The penalty can be imposed as decided. The decision of Managing Director, PSCL shall be final in this regard. In case of premature termination of the contract due to any of the clauses of Termination, the security amount shall be forfeited.
35. **Arbitration:** Any dispute or difference between the parties with regard to this Agreement and all connected and related matter whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by Managing Director, PSCL.
36. Notwithstanding anything specified in clauses above, the Selected service provider shall be responsible to take all majors to maintain the authority's requirement.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

FOR PSCL, Patna

For (Selected service provider)

Witness:

Witness:

(Handwritten signatures and marks)

**ANNEXURE-V
OTHER STANDARD FORM**

CERTIFICATE

(PERFORMA FOR NO NEAR RELATIVE(S) OF THE CONTRACTOR WORKING IN PSCL)

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I.....S/o Sh.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in PSCL as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, PSCL, Patna shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s).

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled, and earnest money/performance security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal

ANNEXURE-VI

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY PSCL/GOVT. DEPT

(To be executed on Rs. 100/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I/ We Proprietor / Partner (s) / Director (s) of M/s.....hereby declare that the firm/company namely M/s..... has not been blacklisted or debarred in the past by PSCL or any other Government organization from taking part in Government tenders.

Or

I/ We Proprietor / Partner (s) / Director (s) of M/s..... hereby declare that the firm/company namely M/s..... was blacklisted or debarred by PSCL, or any other Government Department from taking part in Government tenders for a period..... of years w.e.f..... The period is over on..... and now the firm/company is entitled to take part in Government tenders. In case the above information found false. I/We are fully aware that the tender/ contract will be rejected/cancelled by MANAGING DIRECTOR, PSCL, Patna and EMD/SD shall be forfeited. In addition to the above MANAGING DIRECTOR, PSCL Patna will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed:.....

Name & address of the firm:.....

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors.

**ANNEXURE-VII
Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we..... (name of the company/firm and address of the registered office) do hereby appoint and authorize Shri/Smt..... (full name and residential address) who is presently employed with us holding the position of as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the tender document by PSCL Patna, including signing and submission of all the documents and providing information/responses to PSCL Patna in all the matters in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this..... day of.....

For.....

(Signature).....

(Name Designation and Address).....

Accepted Signature)

(Name & Designation)

Date:

Business Address:

Handwritten marks in blue ink at the bottom left corner.

Handwritten mark in blue ink at the bottom center.

ANNEXURE-VIII
[On a stamp paper of Rs.100/-]

UNDERTAKING

To,

The MANAGING DIRECTOR
Patna Smart City Limited (PSCL)
4th floor, ICCB Building, Patna

Name of the firm/ agency.....

Name of the tender Due date:

Sir,

1. I/We have examined and have no reservations to Bidding Documents, including addenda, if any, issued in accordance with instructions to Bidders.
2. I/We offer to execute in conformity with the bidding documents for providing manpower services for the offices of Patna Smart City Limited (PSCL)
3. My/Our bid shall be valid for 60 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon me/us and may be accepted at any time before the expiry of that period.
4. If my/our bid is accepted, I/we commit to submit a Performance security deposit as prescribed in accordance with the bidding documents.
5. I/We also declare that Government of Bihar/India or any other Government Body has not declared me/us ineligible or blacklisted me/us on charges of engaging in corrupt, fraudulent, collusive, or coercive practices or any failure/lapses.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the conditions that you are not bound to accept the highest ranked bid/lowest bid or any other bid that you may receive.
7. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
8. I/ We abide by the provisions of minimum wages act, contract labour act and other statutory provisions like Provident Fund Act, ESI and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
9. I/ We shall provide trained and qualified contractual manpower.

(Signature of the Bidder).....
Name and address of the Bidder.....
Telephone No.....

ANNEXURE-IX
Letter of undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To,

The MANAGING DIRECTOR
Patna Smart City Limited (PSCL)
4th floor, ICCB Building, Patna

Sub: Tender Document for Selection of Agency for Outsourcing of Manpower Services at PSCL

Sir,

This bears reference to PSCL Patna tender for dated..... We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on..... at (place)..... and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization

Date:

Place:

