



**PUNJAB SMALL INDUSTRIES & EXPORT CORPORATION LTD.**  
**(A State Government Undertaking)**

An ISO-9002 Company

Regd. Office: 18, Himatya Marg, Udyog Bhawan, Sector 17-A, Chandigarh-160 017  
0172-Phones: 702301-05, Fax: 91-0172-702039, E-mail: info-psiec@punjab.gov.in  
Web Site: <http://www.psiec.punjab.gov.in> CIN NO U14292CH1962SGC002427

**TENDER NOTICE FOR SELECTION OF STAFF SERVICE PROVIDER**

Punjab Small Industries and Export Corporation Ltd. invites sealed bids in 2 parts (Technical/Financial) through open tender from reputed and experienced Staff Service Provider to provide staff (Technical/Non-Technical) on outsourcing basis initially for contract period of 1 year in the corporation.

Last date of submission of tender is 07-12-2021 till 4:00 p.m. The tenderer shall deposit EMD in shape of demand draft of Rs.5,00,000/- (Five Lakhs only) in the favour of Punjab Small Industries & Export Corporation Limited payable at Chandigarh. For detailed terms and conditions of tender and to download tender document, please visit [www.psiec.punjab.gov.in](http://www.psiec.punjab.gov.in)

**Note:** - Corrigendum/Addendum, if any, will be uploaded on the official website of PSIEC as mentioned above.

**Date:-**

**Tender Document fees:- 5000/-**

sd/-

**Managing Director**

*Handwritten signature*

**TENDER DOCUMENT**  
**FOR**  
**SELECTION OF STAFF SERVICE PROVIDER**  
**AT**  
**PUNJAB SMALL INDUSTRIES & EXPORT CORPORATION LTD.**

(A State Government Undertaking)  
An ISO 9002 Company



**ADDRESS:-**

Regd. Office: 18, Himalya Marg, UdyogBhawan, Sector 17-A, Chandigarh- 160 017  
0172 Phones: 702301-05, Fax: 91-0172-702039, Gram: INDCROP  
E-mail: [info-psiec@punjab.gov.in](mailto:info-psiec@punjab.gov.in) Web Site: <http://www.psiec.punjab.gov.in>  
CIN NO U14292CH1962SGC002427

## Table of Contents

Section	Particulars	References
<b>1.</b>	<b>DOCUMENT CONTROL SHEET</b>	<b>3</b>
<b>2.</b>	<b>DEFINITIONS</b>	<b>4</b>
<b>3.</b>	<b>INTRODUCTION</b> I) BACKGROUND II) INVITATION FOR BID	<b>5</b> <b>5</b>
<b>4.</b>	<b>INSTRUCTIONS TO BIDDERS</b> I) GENERAL II) AMENDMENT TO THE TENDER DOCUMENT III) EARNEST MONEY DEPOSIT (EMD) IV) PREPARATION OF BID V) VALIDITY OF BIDS VI) DISQUALIFICATIONS VII) SUBMISSION OF TENDER/BIDS VIII) BID OPENING IX) BID EVALUATION X) ELIGIBILITY CRITERIA XI) FINANCIAL BIDS EVALUATION XII) NOTIFICATION OF AWARD OF CONTRACT XIII) PERFORMANCE BANK GUARANTEE XIV) SIGNING OF CONTRACT XV) FRAUD AND CORRUPT /MALPRACTICES	<b>6</b> <b>6</b> <b>7</b> <b>7-8</b> <b>8</b> <b>8-9</b> <b>9</b> <b>9</b> <b>10</b> <b>10-11</b> <b>12</b> <b>12</b> <b>12-13</b> <b>13</b> <b>13</b>
<b>5.</b>	<b>GENERAL CONTRACT CONDITIONS</b> I) APPLICATION II) STANDARDS OF PERFORMANCE III) CONTRACT PERIOD IV) SCOPE OF SERVICES V) PRICES/SERVICE CHARGES VI) PAYMENT TERMS VII) TAXES AND DUTIES VIII) CONFIDENTIALITY IX) TERMINATION OF CONTRACT X) FORCE MAJEURE XI) STATUTORY OBLIGATIONS XII) PENALTY XIII) RESOLUTION OF DISPUTES XIV) LEGAL JURISDICTION	<b>14</b> <b>14</b> <b>14</b> <b>14-16</b> <b>16</b> <b>16-18</b> <b>18</b> <b>18</b> <b>18</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b> <b>19</b>
<b>6.</b>	<b>BID FORMATS</b>	<b>21-25</b>

**SECTION-I****Document Control Sheet**

<b>Sr No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of Work	To supply staff (Technical/Non-Technical) to the Corporation
2.	Mode of Tender Document	Offline
3.	Date of issue of tender document	23-11-2021 (Tuesday), 10.00 a.m.
4.	Date and Time for Pre-Bid Meeting	30-11-2021 (Tuesday), 11.00 a.m.
5.	Last date & time for submission of tender	07-12-2021 (Tuesday), 4.00 p.m.
6.	Date and time of opening of Technical bids	10-12-2021 (Friday), 2.30 p.m.
7.	Date of opening of Financial bids	16-12-2021 (Thursday), 2.30 p.m.
8.	Place of opening of bids	Committee Room, 3rd Floor, PSIEC, Udyog Bhawan, Sector-17, Chandigarh
9.	Address for Communication	Managing Director, Punjab Small Industries & Export Corporation Limited. Regd. Office: 18, Himalya Marg, Udyog Bhawan, Sector 17-A, Chandigarh- 160 017 Fax: 91-0172-702039
10.	Cost of tender document & Mode of Payment (Non-refundable)	Rs. 5000/- (Five thousand only) through Demand Draft only from scheduled banks in favour of Punjab Small Industries & Export Corporation Ltd payable at Chandigarh
11.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Five Lakhs only) through Demand Draft only from scheduled banks in favour of Punjab Small Industries & Export Corporation Ltd payable at Chandigarh.
12.	Period of contract	1 Year (Extendable for similar or lesser period based on PSIEC's staff requirements & performance of SSP)
13.	Amount of contract	Based on two aspects :- 1) Staff requirement from time to time to which applicable DC/Labor rates/fixed by corporation will be paid. 2) Service charges to be quoted by bidder, inclusive of taxes; which shall not be more than 2.5% of the basic wages (excluding PF/ESI contribution) to be paid on monthly basis to deployed staff.
14.	Contact details	0172 Phones 2702301-05 Mob. No.- 7837293063
15.	Website to download Tender Document	www.psiec.punjab.gov.in
16.	Total Pages	25

  
Signature & Seal of Tenderer

## **SECTION-2**

### **Definitions**

Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:

- a) "PSIEC" means Punjab Small Industries and Export Corporation Limited.
- b) "Bidder" means firm / company / business entity who submits bid in response to this tender.
- c) "Committee" means the committee constituted by the PSIEC for evaluation of bids.
- d) "Staff" or "Personnel" means the various categories of personnel deployed by the Staff Service Provider viz Data Entry Operators, IT Professionals, Office Assistants, Senior Assistants, Legal Officers, Peons, Deputy Manager, Accounts Personnel or any other designation or post which the PSIEC may require and requisition through the SSP.
- e) "Supplier" or "SSP" or "Staff Service Provider" or "Service Provider" means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for Supply of Staff on outsource basis to the PSIEC under the contract.
- f) "Contract" means the contract entered between the PSIEC and the successful bidder for supply of staff on outsource basis with the entire documentation specified in the tender.
- g) "Proposals" or "Bids" means proposal or bid submitted by bidders in response to this tender issued by PSIEC for selection of SSP.

## **SECTION-3**

### **Introduction**

#### **I) Background**

Punjab Small Industries & Export Corporation limited was setup in 1962 with the objective of supporting the individual in his endeavor to set up his own industrial unit. PSIEC Ltd. has been acting as a Catalyst for all round development and promotion of industries in Punjab through the development of Industrial infrastructure, namely Industrial Focal Points (IFP) ranging between 50 acres to 500 acres of land at various towns and cities of Punjab. These industrial hubs consist of developed plots equipped with power substations & distribution networks, telecommunication facilities, residential area for workers, common effluent treatment plants for the clean environment.

In addition to this, PSIEC promotes handicrafts and local arts to show case the culture of Punjab through its emporiums successfully running at Delhi, Kolkata, Chandigarh, Patiala and Amritsar. Further, PSIEC also ensures smooth and affordable supply of raw material to the industry of Punjab.

#### **II) Invitation for bid**

- a) PSIEC invites sealed tenders under Two Bid Systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Staff Service Providers for supplying staff in various categories (Technical/Non-Technical) on outsource basis to the offices of the PSIEC.
- b) PSIEC shall enter into an agreement initially for a period of one year with the successful bidder to obtain staff required for the Corporation.
- c) Interested agencies may download the tender document from [www.psiec.punjab.gov.in](http://www.psiec.punjab.gov.in) and submit the tender document fees, as part of eligibility criteria, of Rs.5000/- (Five thousand only) through Demand Draft only from scheduled banks in favor of Punjab Small Industries & Export Corporation Ltd payable at Chandigarh.

## **SECTION-4**

### **Instructions to Bidders**

#### **I) General**

- a) All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSIEC on the basis of this tender.
- b) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the PSIEC. PSIEC may cancel this tender at any time prior to a formal written contract being executed by or on behalf of PSIEC.
- c) Bidders must ensure that pre-bid meeting is attended by their concerned senior people to understand the work so that all clarifications and assumptions are resolved before bid submission.
- d) Bidder should submit with bid, copy of the tender document duly signed by the owner or authorized signatory of the firm along with organization seal. In case the Authorized signatory signs the tender, a copy of the power of attorney should be enclosed along with tender.
- e) Any attempt of canvassing on the part of the bidder, directly or indirectly, after submission of tender to influence the authority to whom he has submitted the tender or authority who is competent to finally accept it or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means - such tenders will be liable to be rejected.
- f) The tender document downloaded from website should not be tampered with and if any such, tampering is detected before or after opening of bids, the bidder should be penalized & blacklisted.

#### **II) Amendment to the Tender Document**

- a) Amendments necessitated due to any reasons, shall be made available on official website of PSIEC only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. In this context, PSIEC shall not be responsible for any oversight or negligence on part of the bidders.
- b) The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- c) Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- d) In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSIEC may, at its discretion, extend the last date for the receipt of Bids. In such case, all rights and obligations of the PSIEC and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### III) Earnest Money Deposit (EMD)

- a) The bidder shall furnish EMD in Indian Rupees, as part of the Eligibility Criteria, of Rs. 5,00,000 (Five Lakhs only) through Demand Draft from Scheduled Banks in favour of Punjab Small Industries & Export Corporation Ltd payable at Chandigarh.
- b) EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security having validity of 90 days beyond the expiry of contract.
- c) EMD of all unsuccessful bidders would be refunded by PSIEC as promptly as possible after signing of the agreement with the successful bidder.
- d) The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- e) The EMD may be taken into consideration in case tenders are re-invited.
- f) The Earnest Money will be forfeited on account of one or more of the following reasons:-
  1. Bidder withdraws its bid during the validity period specified in the tender.
  2. Bidder does not respond to requests for clarification of its bid.
  3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  4. In case of a successful bidder, the said bidder fails to sign the Agreement in time or furnish Performance Bank Guarantee within 7 days of the notification of award of acceptance letter.

### IV) Preparation of Bid

The Bidder must comply with the following instructions during preparation of Bid:-

- a) The Bidder is expected & deemed to have carefully examined all the instructions, forms, requirements and other information along with all terms and condition of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- b) The value of Service charge (Administrative Expenses) to be quoted by bidder in financial bid shall be inclusive of taxes and shall not be more than 2.5 % of the basic wages (excluding PF/ESI contribution) to be paid on monthly basis to deployed staff.
- c) The Bid and all associated correspondence shall be written in English and shall according to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- d) No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.

- e) The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by PSIEC to facilitate the evaluation process and all such activities related to the bid process. PSIEC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- f) Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- g) Failure to comply with the below requirements shall lead to the Bid rejection:-
  - 1. Non- conformity with all requirements/eligibility criteria as set out within this tender.
  - 2. Non-submission of the forms and other particulars as specified in this tender.
  - 3. Non-submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.
- h) Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive and will be rejected out rightly. No deviation(s) / assumption(s) / recommendation(s)/condition shall be allowed with the bid.
- i) Bids received after the due date and the specified time (including extended period, if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- j) The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

**V) Validity of Bids**

- a) Bids shall remain valid till 90 (ninety) days from the date of last submission of bids. PSIEC reserves right to reject a proposal valid for a shorter period as non-responsive.
- b) PSIEC reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**VI) Disqualifications**

PSIEC may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 5 years,
- c) Failed to provide clarifications related thereto, when sought;

- d) Submitted more than one Bid (directly/in-directly).
- e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- f) If the firm has failed to deposit EMD amount & Tender Document Fees and has not submitted proper or complete documents duly signed by authorized signatory along with organisation seal as specified in the tender document.
- g) If a firm quotes 'Nil' service charge/ administrative expenses or 0% (zero percent) service charge.

**VII) Submission of Tender/Bids**

- a) The sealed tender completed in all respect shall be submitted through Regd. Post/ Courier on following address:  
**The Managing Director,  
Punjab Small Industries & Export Corporation Limited.  
Regd. Office: 18, Himalya Marg, Udyog Bhawan,  
Sector 17-A, Chandigarh- 160 017**
- b) The envelope must contain tender documents in two parts (Technical Bid and Financial Bid) should be superscribed 'Tender for Selection of Staff Service Provider-2021'
- c) Technical Bid and Financial Bid should be kept in two separate sealed envelopes superscribing 'Technical Bid for Selection of Staff Service Provider-2021' and 'Financial Bid for Selection of Staff Service Provider-2021'

**VIII) Bid Opening**

- a) The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.
- b) Only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings.
- c) The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidders to establish their identity for attending the bid opening.
- d) If the office happens to be closed on the date of receiving/ opening of bids as specified, the bids will be received/opened on the next working day at same time/venue.

**IX) Bid Evaluation**

- a) PSIEC will constitute a committee to evaluate the Bids submitted by Bidders. A two-stage process will be adopted for evaluation of Bids. Only the bidders who fulfill the given Eligibility Criteria defined in the tender document shall be eligible for next round of evaluation i.e. financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.
- b) Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid.

**X) Eligibility Criteria**

- A) The Service Provider should fulfill the following technical specifications: -
  - a) The Bidder should be either a Proprietary firm, Partnership firm, Limited Company or a corporate body legally constituted.
  - b) The Service Provider should have at least five years' experience in providing trained staff to Government Departments, Public Sector Companies, Government Autonomous organizations or reputed private companies.
  - c) The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed/providing 2 such works where it has provided at least 50 persons in an organization during last 3 years. The name/s of such organizations along with number of persons deployed will be submitted.
  - d) There should be no case pending with the police against the Proprietor/ Firm/Partner or the Company as a whole (Service Provider) and the Service Provider shall not have been blacklisted by any Government Departments, Public Sector Companies, Banks and Government Autonomous organizations or private companies. An affidavit in this regard shall be submitted.
  - e) The Service Provider should be duly registered with the relevant authorities for PAN, GST, EPF, ESI etc.
  - f) The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labor (Regulation and Abolition) Act, 1970.
  - g) The Service Provider should have its own Bank Account.
  - h) All terms & conditions of tender are acceptable to agency/firm. Bidder should submit bid along with copy of the tender document duly signed by the owner or authorized signatory of the firm. In case the Authorized signatory signs the tender, a copy of the power of attorney may be enclosed along with tender.

- i) The interested Service Provider shall submit the tender document, completed in all aspects, along with tender document fees of Rs.5000/- (Five Thousand only) and Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Five lakhs only) in the form of Demand Draft (DD) from Scheduled Banks in favour of Punjab Small Industries & Export Corporation Limited payable at Chandigarh. Further, cases of exemption in submission of EMD & Tender documents will only be considered on providing valid documents/certification of exemption from NSIC in this regard.
- B) The tendering Service Provider is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which, their bids shall be summarily /out rightly rejected and will not be considered any further:-
- (a) Details of Authorized person(s) of firm/agency with name, designation office/residential address & contact no., whether bidder is a sole proprietor/partnership firm & if partnership firm, name, address, contact no. of all directors/partners also.
  - (b) PAN
  - (c) Registration number and Certificate of Agency/Firm Incorporation under Companies Act and Partnership deed in case of partnership firm.
  - (d) GST Registration No
  - (e) E.P.F. Registration No
  - (f) E.S.I. Registration No
  - (g) Labour License & No. under Contract Labour (Regulation & Abolition Act), 1970.
  - (h) Proof of experience supported by documents that agency/firm should have in business of staff supply from last five years and have served reputed government as well private organizations.
  - (i) List of similar assignments and number of staff provided to Central Government Departments/ State Government/ Statutory bodies/ Autonomous bodies/ PSUs /Private Sector during the last five years by the Service Provider (Attach attested copy) and a certificate of satisfactory performance from the concerned department of Central/ State Government/ Statutory bodies/ PSU/ Private Sector.
  - (j) Self-certification on company 's letter head signed by authorized representative stating that:-
    - 1) SSP has not been defaulted from the payment of statutory dues like EPF/ESI/GST & Income Tax Act.
    - 2) SSP has not been under declaration of ineligibility for corrupt and fraudulent practices and has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time.
- C) All the documents submitted along with bid as mentioned at A & B above will be verified with original documents at the date of opening of technical bid.

**XI) Financial Bids Evaluation**

- a) Financial Bids would be opened only for those Bidders, who qualify all the Eligibility Criteria/Technical Bid as explained above; on the prescribed date in document control sheet in the presence of bidder's representatives.
- b) The bidder offering Lowest "Administrative/Service Charges" would be termed as L1 (Least Cost) bidder. If there is a discrepancy between words and figures of the Administrative Charges, the amount in figures will prevail.
- c) In case the evaluated bid amount of two or more bidders are the same, then the firm having higher total turnover for the financial year 2020-2021 will be declared as L1 bidder. For this purpose, turnover in respect of providing staff services will be counted.
- d) PSIEC does not bind himself to accept lowest rate or any tender & reserves to himself, the right of accepting the whole or part of tender and tenderer shall be bound to perform the same at quoted rates.

**XII) Notification of Award of Contract**

PSIEC will notify the successful bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee of Rs. 20,00,000/- (Twenty Lakhs only) in favour of PSIEC as performance security by the successful bidder.

**XIII) Performance Bank Guarantee**

- a. As soon as possible, but not more than 7 days following notification of letter of award of the contract, the successful bidder shall furnish PBG of Rs. 20,00,000/- ( Twenty Lakhs only) as performance security to cover amount of liquidation damages or compensation on breach of contract .
- b. PBG shall remain valid for a period of 90 (ninety) days beyond the expiry of the contract. Whenever the contract is extended, SSP will have to extend the PBG proportionately.
- c. In case the successful bidder fails to submit PBG within the time stipulated, PSIEC at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- d. The SSP will not be entitled for any interest on the PBG submitted.
- e. PSIEC shall forfeit the PBG in full or part in the following cases:
  - 1. When the terms and conditions of contract are breached/ infringed.
  - 2. When contract is being terminated due to non-performance of the SSP.
  - 3. PSIEC incurs any loss due to SSP's negligence in providing the service as per the agreed terms & conditions.

**XIV) Signing of Contract**

The successful bidder will sign the contract with PSIEC within 7 working days of the release of notification of award of contract and with submission of performance security. After signing of the contract, no variation or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

**XV) Fraud and Corrupt /Malpractices**

- a) All the Bidders must observe the highest standards of ethics during the process of selection of SSP and during the performance and execution of contract.
- b) Notwithstanding anything to the contrary contained herein, PSIEC may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

## **SECTION-5**

### **General Contract Conditions**

#### **I) Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the tender or Contract Agreement, the interpretation of PSIEC shall be final and binding.

#### **II) Standards of Performance**

The SSP shall deliver the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The SSP shall always act in respect of any matter relating to this contract as faithful supplier to the PSIEC. The SSP shall always support and safeguard the legitimate interests of the PSIEC, in any dealings with the third party. The SSP shall conform to the standards laid down in the tender in totality. In case of unsatisfactory performance reasonable opportunity will be given by competent authority to rectify the complaint, failing which, contract may be terminated on account of deficiency shall be imposed on the bidder.

#### **III) Contract Period**

This contract shall be valid initially for a period of 1 year from the date of signing of contract. If the services of the SSP are found satisfactory, contract may be extended further for similar or lesser period by mutual consent.

#### **IV) Scope of Services**

- a) The SSP shall be responsible for providing the requested number of Staff for all categories at Chandigarh and anywhere in Punjab. Written communication (via paper or e-mail) will be sent to the SSP for adding or removing staff. Unless the dates of deployment / termination are specified in the written communication, requests for adding or removing staff must be completed within 7 days of sending of written request by the PSIEC.
- b) The SSP shall ensure that the personnel deployed shall meet the prescribed qualification and experience by the PSIEC.
- c) The staff deployed by the SSP shall be at the sole disposal of the PSIEC and can be utilized for various projects / duties in the State of Punjab and head office as may be required for the discharge of its objects and administrative convenience.
- d) The SSP will provide at least panel of 3 candidates against each post regarding requirement of staff in PSIEC. Written test/interview will be conducted by PSIEC for selection of candidate following which, the name of successful candidates will be forwarded to SSP to deploy the same in PSIEC. Original certificates will be checked/ verified during the interview.
- e) SSP would be required to submit the list of personnel deployed by him along with personal details such as UID, photograph, names of parents, address (temporary and permanent) and telephone number, ESI cards, PF no. Further, SSP will get undertaking from staff deployed that

he/she is medically fit and he/she is not involved in any police case. Further, All such details will be provided within 1 month of deployment of employee.

- f) The PSIEC may ask for termination or replacement of the services of any of the SSP's personnel without assigning any reason thereof. The decision of the PSIEC will be final and binding on the SSP. No discussions will be entertained in this regard.
- g) The final dues of the individual staff which will be released by the SSP after obtaining "No Dues Certificate" from the PSIEC and it will be the responsibility of the SSP to recover pending dues, if any, against any outsourced staff. The PSIEC reserves the right to recover such pending dues/cost of unreturned assets/equipment, if any, from the SSP out of the future bills.
- h) No guarantee can be given as to the minimum number of staff to be deployed or the amount of business that will be generated during the contractual period. The indicative figures that the staff presently being deployed through outsourcing is 178 in the categories of Sr. DGM, DGM, Consultant Finance, SDE (Civil), Manager, Deputy Manager, Sr.Exe, I.T (Assistant), Jr. Exe., Date Entry Operator, Law Officer, Junior Engineer (Civil), Junior Engineer (Mechanical), J.E (Electrical), Asst. Accountant, , Draftsman, Tehsildar, Kanungo, Azo-Printer, Divisional Accountant, PA, ATP, Fireman, Driver, House Keeping Supervisor, Plumber, Pump Operator, Helper, Mali, Sewerman, Sweeper, Skilled Beldar etc and the approximate financial liability (per month) to the PSIEC is Rs. 55 lakhs (Approx.). However, this number may increase/ decrease, from time to time, depending upon the actual requirement. Preferably, the existing staff will be retained by the SSP, so as to ensure that the continuing activities are not disrupted.
- i) The SSP is required to maintain an adequate number of database of suitable candidates for all the above positions at all times during the contract.
- j) The copies of appointment letter issued by SSP to the personnel deployed in PSIEC shall be provided to the PSIEC.
- k) The Service Provider shall provide pay slip duly indicating details of pay of all concerned deduction thereon should be given to each employee while disbursement of pay.
- l) The Service Provider shall be responsible for all acts of commission and omission on the part of the staff engaged for the purpose. The PSIEC shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
- m) The service provider shall provide to the PSIEC following documents in respect of the staff at the time of deployment to the PSIEC:-
  1. Bio-data with photograph
  2. Attested copy of matriculation certificate containing date of birth
  3. Attested copies of Certificates of relevant qualifications and experience.
- n) The service provider shall replace immediately any of its personnel, who are found unacceptable to PSIEC because of security risks, incompetence, conflict of interest, improper conduct, forgery etc. upon receiving written notice from PSIEC. Service provider will also be responsible for any misconduct, forgery, any illegal activity of his employees sent to the PSIEC on duty along with the person concerned responsible for such illegal or immoral activities, legal /other proceeding (if any) as per the law will be initiated against the defaulter person as well as the service provider.

- o) Since the PSIEC is in the process of filling up of vacant sanctioned posts. These requirements shall be purely temporary and seasonal till the time the regular recruitment is done.
- p) The persons deployed by the service provider will be the employees of SSP and shall not claim any benefits/facilities admissible to casual, adhoc, regular/confirmed employees of PSIEC during the contract period or after expiry of the contract.
- q) The personnel deployed by the service provider to PSIEC shall at no time be treated as the employees of the Corporation and also shall have no claim to be regularized in the services of the PSIEC. They shall remain the employees of service provider for all intents and purposes. But the service provider will not change the personnel once deployed by it in the PSIEC without prior permission of the PSIEC, as the frequent changes in deployment of staff may hamper the day to day working of the PSIEC.
- r) The SSP shall not be allowed to outsource/ sublet any part of the Staff Supply Order issued by the PSIEC.

#### **V) Prices/Service Charges**

- a) The value of Service charge (Administrative Expenses) to be quoted by bidder in financial bid shall be inclusive of taxes and shall not be more than 2.5 % of the basic wages (excluding PF/ESI contribution) to be paid on monthly basis to deployed staff.
- b) The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

#### **VI) Payment Terms**

- a) The SSP will prepare printed monthly bill of the preceding month for the service rendered, which will be paid within 15 days preferably after deduction of tax, service or local charges (if any) by PSIEC and the payment will be made against the printed bill signed under the Rubber stamp raised by SSP and Payment to the SSP shall be made in Indian Rupees through account payee cheque only on monthly basis.
- b) The staff deployed by SSP will be paid minimum wages (DC/Labour rates as applicable to place of deployment/Rates fixed by Corporation). The DC/Labor rates are being revised annually w.e.f. 1st April every year by the Government and notification in this regard is being issued later on. The staff deployed will be paid revised D.C. /labor rates as per Pb. Govt. instructions / PSIEC's instructions issued in this regard from time to time.
- c) The Service Provider shall ensure that the salary to the persons so employed is made by 5th day of the succeeding month through only bank transfer at his own. Service provider will claim the amount after payment of salary and the reimbursement of the claim will be made by the corporation. Delayed disbursement of salary will attract a penalty of Rs. 500/- per day per person for the period of delay. This deduction will be made from the Administrative/Service Charges of the SSP and if needed, from the PBG.
- d) Salary will be paid for the personnel based on attendance (computed at the rates as may be notified by the PSIEC from time to time per month of 30 days) less the employee's contribution of PF and ESI and other statutory dues payable to the concerned authorities by the SSP.

- e) The Provident Fund (PF) and Employee State Insurance (ESI) contribution & State Development Tax, in respect of all employees shall be reimbursable basis on production of challan/receipt copy along with the monthly bill. If the PF / ESI challans of previous month are not submitted with the salary bills of the following month for which payment is due, a penalty of 25% of the total Administrative Charges calculated for the staff whose PF / ESI challans of previous month are not submitted with the salary bills of the month for which payment is due. The service provider bill not charge any kind of commission from the wages of the staff engaged through agency.
- f) Service Provider's fees/ Service charges shall be computed on the basic salary component of the personnel.
- g) Payments shall be subject to deductions of any amount for which the SSP is liable under the empanelment. The Income Tax/TDS/Service Tax and other statutory deductions, as applicable will be deducted from the payment.
- h) The PSIEC reserve the right to ask the SSP to stop salary of any number of outsourced staff who is at fault, provided such notice is given in written via letter or e-mail.
- i) If at any stage it is found that any of the deployed staff does not meet the educational qualification/experience mentioned in the supply order, a penalty of 20% of all the payments made towards that particular staff will be levied on the SSP. The decision of the PSIEC as to whether the qualifications are met as per the set criteria will be final and binding on the SSP.
- j) The persons deployed by SSP will perform their duties to the satisfaction of the PSIEC. The SSP or his representative will report at the office of PSIEC whenever desired by the PSIEC for co-ordination.
- k) The persons deployed by SSP shall have to route their entire correspondence, requests and representations through the SSP and the decision as conveyed by the PSIEC to SSP shall be final and binding on the personnel.
- l) Supplied staff is required to work as per normal working hours of PSIEC/State Government where they are placed. The staff will also follow the holiday schedule of the PSIEC/ State Government where they are placed.
- m) The daily attendance of staff resources will be marked in the register/biometric attendance maintained by the PSIEC or as per the PSIEC's directions.
- n) In case of long and unauthorized absence of any of the personnel, the SSP shall take immediate steps for replacement to ensure that the work of the PSIEC does not suffer.
- o) The SSP will be responsible to ensure maintenance of office decorum and discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the SSP shall provide a replacement on receipt of complaint by the PSIEC.
- p) The SSP will be solely responsible to fulfill all its obligations towards the staff deployed under the various relevant and applicable Acts amended from time to time and for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF/ EDLI or any other

statutory due with the concerned department/ authorities in the account of concern person at its own level besides maintaining such record in relations thereto as per rules.

- q) SSP shall be responsible for all statutory compliances and obligations arising out of the deployment of staff. Apart from the penalties laid down in the contract, SSP shall indemnify the PSIEC for any payments, obligations, penalties, etc. levied by any court or statutory body immediately on such demand, in writing, raised by the PSIEC. Non-payment of such amount within 30 days shall invite a levy of interest at the prevailing market rates.
- r) The SSP shall be answerable to the GM (Personnel), PSIEC and / or to an officer authorized by the PSIEC for coordinating the day-to-day work.
- s) SSP must get the contract detail added in the license issued by the Labour Department.
- t) The guidelines issued by Government from time to time with regards to implementation of any mandatory provision or other statutory requirements must be complied by the SSP.
- u) PSIEC reserves the right to withdraw/ relax any of the terms and conditions mentioned above to overcome the problem encountered by the contracting parties.
- v) In case the service provider does not follow the terms and conditions prescribed in this document, then service provider will be liable for penalty as prescribed by the competent authority of PSIEC.

#### **VII) Taxes and Duties**

All taxes, duties and any statutory levies etc. payable by the SSP during the contract tenure shall be the sole responsibility of the SSP. The SSP shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The SSP shall keep the employer fully indemnified against liability of any tax, interest penalty etc. of the SSP thereof, which may arise.

#### **VIII) Confidentiality**

- a) The SSP must ensure that the staff deployed by it keeps confidential all the details and information with regards to the various works.
- b) PSIEC shall retain all rights to prevent, stop and if required take the necessary punitive action against the SSP and/or its personnel regarding any forbidden disclosure.

#### **IX) Termination of Contract**

PSIEC reserves the right to terminate the contract without assigning any reasons thereof and may terminate contract on account of following reasons:-

- a) Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period.
- b) On expiry of the term of contract.
- c) Termination of Contract by the PSIEC due to non-adherence of contract/tender terms and conditions.
- d) On assigning the Contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person or sub letting whole or part of the Contract to any third person;
- e) On Contractor being declared insolvent by competent Court of law or in case of dissolution of firm/company or winding up of firm/company. In this event, termination will be without compensation to the SSP.

**X) Force Majeure**

- a) The SSP shall not be liable for forfeiture of its PBG or termination of contract for default if delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the SSP and not involving the SSP's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of PSIEC in their sovereign capacity, wars or revolutions, riots, earthquake, fires, floods, epidemics, and quarantine restrictions.
- c) If a Force Majeure situation arises, the SSP shall promptly notify PSIEC in writing of such condition and the cause thereof.

**XI) Statutory Obligations**

The SSP shall comply with provisions of Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Contract Labour (regulation and abolition) Act, 1970, Payment of Wages Act, 1936, Employers Liability Act, 1938, Maternity Benefit Act, 1961 and Industrial Disputes Act, 1937 as prevalent and amended from time to time. Failure in non-compliance of laws mentioned above shall amount to breach of contract and the Competent Authority, at its discretion, may terminate the contract. In addition to this, the SSP shall also be liable for any pecuniary liability arising on account of violation of provision of said acts. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the staff engaged by him and PSIEC shall not be a party to any dispute arising out of such deployment by the SSP.

**XII) Penalty**

In case the service provider does not follow the terms and conditions prescribed in this document, then service provider will be liable for penalty as prescribed by the Competent Authority of the PSIEC.

**XIII) Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

- a) Any dispute or difference arising out of contract will be resolved through joint discussion of Authorized representatives of the concerned parties.
- b) In case the disputes are not resolved by joint discussion the matter shall be referred to MD, PSIEC to arbitrate in the matter, who can arbitrate himself or appoint representative to arbitrate in the matter. The award given by arbitrator shall be final and binding on both the parties. The said arbitration shall be held under the jurisdiction of Chandigarh Court only and as per the provisions of Arbitration and Conciliation Act, 1996.

**XIV) Legal Jurisdiction**

- a) All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.
- b) In case the PSIEC is being made party to any litigation by the employee of the SSP for any reason whatsoever, the staff agency shall bear/ indemnify any cost incurred by the PSIEC.

**SECTION-6****Bid Formats**

Following are the Bid formats to be used by the bidders for submitting their Bids online for selection as SSP under the tender:-

Sr. No.	Form	Description
1	Annexure-I	Covering Letter/Declaration Form
2	Annexure-II	Eligibility Criteria/Technical Bid Form
3	Annexure-III	Financial Bid Form



---

Signature & Seal of Tenderer

**Covering Letter/Declaration Letter****Annexure -I****From:**

.....  
 .....  
 .....

Managing Director,  
 Punjab Small Industries & Export Corporation Limited,  
 Chandigarh

**Subject: Bid for Selection as Staff Service Provider.**

Dear Sir,

- 1) I.....son/daughter/wife of Shri..... authorised signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document.
- 2) I/We have read carefully all the provisions of the Tender Document & Corrigendum to propose for the selection as Staff Service Provider, in full conformity with the said tender.
- 3) I/We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
- 4) I/We agree to abide by Bid, Technical Bid and Financial bid, and all attachments, till 90 days from the last date of submission of bids as stipulated in the tender and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 5) I/We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification and if at a later stage it is detected that the information furnished by me/us is false, the tender is liable to be rejected and EMD forfeited.
- 6) I/We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by me/us in bidding.
- 7) I/We declare that this is my/our sole participation in this tender bid and I/we are not participating/co-participating through any of other related party or channel.
- 8) I/We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
- 9) I/we also agree that I/we have no objection if enquiries are made about the works listed or any other enquiry on the information furnished in the accompanying sheets.

Date: .....

Place: .....

Full Name: .....

**(Signature of authorized person)**

Seal: .....

  
 Signature & Seal of Tenderer

**TECHNICAL BID FORM****Annexure-II**

(Technical Bid should be kept in separate sealed cover without stating any price) - To be filled in BLUE ball pen)

**From:**

.....  
 .....  
 .....

Managing Director,  
 Punjab Small Industries & Export Corporation Limited,  
 Chandigarh

- (I) Kindly fill the information of the particulars listed below and attach the relevant self-attested documents as an evidence / proof for supporting the statements.

Sr.No.	Particulars	Details to be filled in by the Agency/Firm
1.	Name of the Firm	
2.	Registration No. of the Firm (Attach copy)	
3.	Date of incorporation of the Firm. State whether it is Partnership/ Proprietorship Firm/ agency (Attach copy)	
4.	Registered Office of the firm/agency with Phone/Mobile No and e-mail id	
5.	Name of contact person with Phone/ Mobile No and e-mail id	
6.	PAN of the Firm/Agency (Attach copy)	
7.	Goods & Service Tax (GST) Registration No (Attach Copy)	
8.	EPF Registration Number (Attach copy)	
9.	ESI Registration Number (Attach copy)	
10.	Labour License & No. under Contract Labour (Regulation & Abolition Act), 1970.	
11.	Whether the Firm has minimum 5 years' experience in providing Manpower supply services to reputed organizations/ institutions (Yes/No). (Attach relevant Document)	
12.	The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed/providing 2 such works where it has provided at least 50 persons in an organization during last 3 years. (Details of such works undertaken)	
13.	The Service Provider should have its own Bank Account. (Details of Bank Account)	
14.	Self-certification on company 's letter head signed by authorized representative stating that:- 1. SSP has not been defaulted from the payment of statutory dues like EPF/ESI/GST & Income Tax Act. 2. SSP has not been under declaration of ineligibility for corrupt and fraudulent practices and has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time.	

Signature &amp; Seal of Tenderer

- (II) Annual turnover of the last 3 financial years of firm only from staff supply services with balance sheets. (Attach certified copies)

Financial Year	Annual Turnover (in Rs.) (in number & in words)	Net Profit (in number & in words)
2020-21		
2019-20		
2018-19		

- (III) Details of Tender Document Fees & Earnest Money Deposit (EMD)

Particulars	DD No	Date	Name of Bank
Tender Document Fees (Rs.5000/-)			
Earnest Money Deposit (EMD- Rs. 5,00,000/-)			

- (IV) List of Government Departments/ PSU/ reputed private companies/ Statuary or Autonomous bodies, agency/firm has supplied manpower during last 5 years. Attach copy of job completion certificate in support of every claim. Please attach a certificate of satisfactory performance from the concerned Govt. Departments/ PSU/ Statuary bodies/ Autonomous bodies/ Private Sector.

Name of the organization	Category of staff	Duration of contract		Amount of contract	No. of staff deployed

  
Signature & Seal of Tenderer

- (V) Furnish the details of officers of the Institutes, agency/firm has provided staff supply services during last 5 years

Sr.No.	Name of the Organization	Officer-in-Charge with designation (Not below the rank of Superintendent Grade-I/ Manager)	Phone/Mobile No & e-mail id

- (VI) All terms & conditions of tender are acceptable to agency/firm.

Place:

(Signature of authorized person)

Date:

Full Name and Complete Address:

Office Seal

Note:-

1. Bidder should submit bid, copy of the tender document duly signed by the owner or authorized signatory of the firm. In case the Authorized signatory signs the tender, a copy of the power of attorney may be enclosed along with tender.
2. All the documents submitted along with bid as mentioned above will be verified with original documents at the date of opening of technical bid.

Signature & Seal of Tenderer

**FINANCIAL BID FORM**

**Annexure-III**

*(Technical Bid should be kept in separate sealed cover without stating any price) – To be filled in Blue ball pen)*

- 1) Name of service: \_\_\_\_\_
- 2) Name of tendering Company/Firm/Agency: \_\_\_\_\_  
\_\_\_\_\_
- 3) Components of wages:-
  - a. Basic (Prevalent D.C/Labor. Rates/) as fixed by Government or rates as fixed by PSIEC
  - b. Statutory Payments (EPF, ESI etc. at prevalent Rates)  
(Statutory Payments as applicable shall be reimbursed by the PSIEC to the Service Provider on evidence of actual payment of these obligations by the Service Provider)
  - c. Firm's quotation will be for the following component only:  
**Service charges/commission of service provider: \_\_\_\_\_ % (in number)**  
**@% of the basic wages of monthly bill excluding**  
**Statutory payments (in words): \_\_\_\_\_**

**Declaration by the Contractor:**

It is certified that I/we before signing this tender document have read and fully understood all the terms and conditions and undertake myself/ourselves to abide by them. I fully agree and accept the present rate and any rate which is changed from time to time, all taxes as per government norms and terms and conditions of the Punjab Small Industries & Export Corporation Limited.

Date: \_\_\_\_\_

(Signature of authorized person)

Place: \_\_\_\_\_

Name: \_\_\_\_\_


Designation: (Seal) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. (O) : \_\_\_\_\_

Mobile No: \_\_\_\_\_

Email Address: \_\_\_\_\_

  
Signature & Seal of Tenderer