



पावर सिस्टम ऑपरेशन कॉरपोरेशन लिमिटेड
POWER SYSTEM OPERATION CORPORATION LIMITED

केंद्रीय कार्यालय
CORPORATE CENTRE

61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019

INVITATION FOR BID

For

**Engaging Agency for providing
various service like Office helping,
Data Entry & other Allied services
at NLDC & CC POSOCO office(s)
located in Delhi.**

NIT No. 22/2019

DOC Reference No.: **CC/CnM/HR/Manpower/2019**

Issue Date: **02 December 2019**

Prepared by: **POSOCO, CC**

Classification: **Exclusive**

(This document is meant for the exclusive purpose of Bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)



AT A GLANCE

SCOPE OF WORK

The scope of work in complete conformity with subsequent sections of the specification shall include Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

The Scope of the work under this Contract shall be on single source responsibility basis completely covering all the services, works and materials specified in Section: Scope of Work and duration of contract shall be as mentioned in the Special Conditions of Contract (Section IV) of the Bidding Documents.

DATES TO REMEMBER

Description	Date
Downloading of BID Document	on all working days from 03.12.2019 to up to 02.01.2020 between 18:00 hours (IST) to 14:00 hours (IST)
Last Date of Submission of BID	02. Jan 2020, 15:00 Hrs.
Date of Opening of First Envelop	03. Jan 2020, 15:00 Hrs.

BID SECURITY

Rs.6,47,000/-

ESTIMATED COST

Rs. 323.32 Lakhs (including taxes)

BID DOCUMENT SECTIONS

Section-I (Notice of Bid)	13 Pages
Section-II (Instruction to Bidder)	07 Pages
Section-III (General Condition of Contract)	35 Pages
Section-IV (Special Condition of Contract)	09 Pages
Section-V (Forms & Formats)	18 Pages

ADDRESS FOR CORRESPONDENCES

Corporate Centre, Power System Operation Corporation Limited
61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.



DOCUMENT CONTROL SHEET

Tender Ref. No.	CC/CnM/HR/Manpower/2019
Name of Organization	Power System Operation Corporation Limited
Tender Type (Open / Limited / EOI / Auction / Single)	Open
Tender Category (Services / Goods / Works)	Services
Type / Form of Contract (Work / Supply / Auction / Service / Buy / Empanelment / Sell)	Service
Product Category (Civil Works / Electrical Works / Fleet Management / Computer System)	Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi
Re-bid submission Allowed (Yes/No)	Yes
Is Offline Submission Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	No
Is Multi Currency Allowed	No (Only INR Allowed)
Payment Mode (Online/Offline)	Offline
Date of Issue/Publishing	03/ 12 /2019 at 18.00 Hrs
Document Download/Sale Start Date	03 / 12 /2019 at 18:00 Hrs
Document Download/Sale End Date	02 / 01 /2020 at 14:00 Hrs
Last Date and Time for Uploading of Bids	02 / 01 /2020 at 15:00 Hrs
Date and Time of Opening of Technical Bids	03 / 01 /2020 at 15:00Hrs
One Time Procurement	Yes
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexure is compulsory	Yes
Tender Fee	NIL
Number of Covers / Packets (2 / 3 / 4) 2 Cover – (EMD + Pre-Qualification + Technical + Deviation Statement) and Financial. 3 Cover – (EMD + Pre-Qualification), Technical and Financial. 4 Cover – EMD, Pre-Qualification, Technical and Financial.	2 Cover Cover 1: (EMD + Pre-Qualification + Technical + Deviation Statement) Cover 2: Financial (Price Proposal)
Bid Validity Days (180 / 120 / 90 / 60 / 30)	180 Days (6 Months)
Location (Work / Services / Items / As per Tender Document).	CC & NLDC/POSOCO
Validity of empanelment from the date of empanelment.	N/A
Extension with mutual consent	N/A
Minimum Period for revision of rates/updation of technology. This will be done for amongst all technically qualified bidders.	N/A
Address for Communication	GM (C&M), Power System Operation Corporation Limited, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019. E-Mail : nl.jain@posoco.in



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POWER SYSTEM OPERATION CORPORATION LIMITED

केंद्रीय कार्यालय
CORPORATE CENTRE

61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.

NOTICE OF BID (NIT No. 22/2019)

For

Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

SECTION - I

DOC Reference No.: CC/CnM/HR/Manpower/2019	Issue Date: 02 December 2019
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A. Preamble

Corporate Centre (CC), Power System Operation Corporation Limited(POSOCO), [A wholly owned Government of India company] henceforth “Owner”, presently having its office at 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019, invites **online** Bids from reputed and qualified firms having its office in Delhi/NCR Region as per the details and other terms and conditions enumerated below.

B. Bid details are as follows:

- a) Notice of Bid –
 1. Qualifying Requirements.
- b) Instruction to Bidder –
 1. Instruction for On-line Bid submission
 2. Submission of Tender
- c) General Conditions of Contract
- d) Special Conditions of Contract
- e) Bid Form and Attachments (First Envelope)
- f) BOQ (Second Envelope)

C. Minimum Qualification of Manpower:

Office Helper/ Attendants:	Matriculate with knowledge of English & Hindi.
Data Entry Operators:	Graduate.
Electrician:	ITI Certification in Electrical Trade.
Receptionist/Front Desk Management:	Preferably Female, Graduate shall be fluent in English & Hindi Language.

Character Certificate from a Gazetted Officer for the manpower to be deployed, to be provided by the agency on request by POSOCO.

Aadhaar number in respect of the manpower to be deployed shall be provided by the agency on request by POSOCO for authentication.

Verification from Local Police Authorities in respect of the manpower to be deployed shall be provided by the agency on request by POSOCO.

Sub-letting of the work awarded shall not be allowed in any case.

- 1.0 Bidders are required to furnish the list and value of such contracts executed/being executed/awarded till date with completion schedule and actual time of completion supported by documentary evidence e.g. Copy of Agreement/Letter of Award, Payment Certificate, Completion Certificates, copy of profit and loss account and Balance Sheet for

the last five financial years duly certified by Chartered Accountants (statutory auditors in case of limited/private limited company), Banker's Solvency Certificate, Partnership deed / Affidavit as applicable, with supporting documents against proof of office in Delhi/NCR based on which it can be ascertained that the bidder meets the Qualifying Requirements.

- 2.0 Bid documents can be downloaded from CPPP (Central Public Procurement Portal) of NIC, Government of India, website (<http://eprocure.gov.in/cppp/>).
- 3.0 Notwithstanding anything stated above, CC, POSOCO reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment necessary in its overall interest.
- 4.0 IT IS IMPERATIVE/MUST FOR EACH BIDDER TO SATISFY HIMSELF COMPLETELY OF ALL LOCAL CONDITIONS AND ASSESS ANY PROBLEMS RELATING TO THE MEANS OF ACCESS TO THE SITE. A BIDDER SHALL BE DEEMED TO HAVE FULL KNOWLEDGE OF THE SITE (WHETHER HE INSPECTS OR NOT) ONCE THEY SUBMIT THE BID.
- 5.0 POSOCO reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. POSOCO also reserves the right to prepone/postpone the above dates, split and distribute the work among more than one bidder without assigning any reason whatsoever. POSOCO shall not be held responsible for any delay, loss, damage or non-receipt of Original EMD/Bid Security sent by post.
- 6.0 In case any bidder wishes to seek any clarification related to tender documents, the same (**only written queries vide mail/letter**) shall be entertained by POSOCO, 15 (Fifteen) days prior to date of opening of bids.
- 7.0 POSOCO reserves the right to verify the authenticity of documents submitted by the parties in support of their Qualifying Requirements (Financial & Technical) from the respective source and in case of any discrepancy found during the course of verification, the EMD amount submitted by the parties shall be forfeited and appropriate action against the defaulting agency will be taken by POSOCO.
- 8.0 This NIT in window form as published in newspaper (in case of any discrepancy between Hindi and English publications in newspaper, English version shall prevail) may also be seen on NIC website: <http://eprocure.gov.in/cppp/>.
- 9.0 **Bidders (MSMEs: Micro, Small and Medium Enterprises) Micro, Small and Medium Enterprises (MSMEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for**

MSMEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) order 2012. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.

D. Online Bid Submission Process

- 1 Online bids (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> as per Document Control Sheet.
- 2 In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 3 The following documents shall be **uploaded** by every bidder along with the First Cover (Technical) bids:
 - I. Support documents as per the Qualifying Requirement, Copy of EMD, Bid form and Attachments.
 - II. Any other document which the bidder may feel necessary to support the bid.
- 4 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid, certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- 5 Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.
- 6 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.
- 7 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 8 Ambiguous bids will be out rightly rejected.
- 9 CC, POSOCO will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 10 **The bids/offers submitted in hard copy (except EMD)/by telegram/ fax/ E-mail etc. shall NOT be considered/shall be treated as non-responsive. No correspondence will be entertained on this matter.**

- 11 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- 12 Any alteration/overwriting/cutting in the bid should be duly countersigned else it will be out rightly rejected.
- 13 Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 14 If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held)
- 15 Bidder shall furnish a compliance statement (Point-wise) of the QR with the Technical Bid.
- 16 Tender process will be over after the issue of Purchase order /LOA to the selected bidder(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by CC in the public domain. Competent Authority in CC, POSOCO may not exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
- 17.0 The online bid submission does not mean that the bidder has been automatically considered qualified. Further, the bidders are, therefore, required to furnish the list and value of such contracts executed / awarded till date as per the tender document with completion schedule, latest Income Tax Clearance Certificate, Certificate of Profit and Loss Account, Balance Sheet duly certified by Chartered Accountant / Statutory Authority in case of limited / private limited company for the best three out of five Financial Years, Banker’s Certificate, Partnership Deed, Affidavit as applicable based on which it can be ascertained that the bidder meets the Qualifying Requirements.

Submission of tender by a Tenderer implies that he has read this notice and all other tender documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the work. No claim for financial adjustment to the contract awarded under these specification and documents will be entertained by POSOCO/CC. Neither any change in the time schedule of the contract nor any financial adjustments arising there of shall be permitted by POSOCO, which are based on the lack of such clear information or its effect on the cost of the works to the Tenderer.

POSOCO does not bind themselves to accept the lowest or any tender or to give any reason for their decision.

- 18.0 POSOCO shall return the amount of EMD without any interest to the entire unsuccessful bidder within 30 days from the date of issue of LOA to successful bidder.
- 19.0 Earnest Money shall be forfeited in case of following:
- (a) If a Bidder withdraws/modifies its bid during the period of bid validity or
 - (b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
 - (c) If the bidder does not accept the corrections to the arithmetical errors identified during preliminary evaluation of his bid or
 - (d) In the case of a successful bidder, if bidder fails to sign the Contract; or
 - (e) In the case of a successful bidder fails to submit the performance Guarantee or
 - (f) If the work is not commenced after the work is awarded to a contractor

E. Location:

Corporate Centre, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019 and National Load Dispatch Centre at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.

F. ENGINEER-IN-CHARGE:

For supervision & coordination of the above job Sr. GM (HR) or his Authorized Representative(s) shall be the Engineer-In-Charge.

G. Bid Opening Process:

- a. On line bids (Complete in all respect) received along Original EMD in hardcopy will be opened online in the presence of bidders' representative with the Bid Acknowledgement Receipt, if available or they can view the bid opening event online at their remote end. **Bids opened without receipt of Original EMD in hardcopy within the scheduled time and date for opening of technical bid will be treated as non-responsive.**
- b. A duly constituted committee will evaluate Eligibility Criteria of Bidders.
- c. Technical bids of only those bidders, whose bids are declared eligible by the committee, will only be evaluated.
- d. Financial bids of only those bidders, whose bids found technically qualified, by Technical Evaluation Committee, will be opened online in the presence of Vendor's

representative with the Bid Acknowledgement Receipt, if available for further evaluation or they can view the bid opening event online at their remote end.

- e. Two authorized representative of each bidder would be permitted to be present at the time of aforementioned opening of bids.
- f. Financial bids of those bidders who are found not to meet the Qualification Requirements or treated as non-responsive will not be opened online.

H. Technical Evaluation Process of first part of Bid:

CC, POSOCO will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive or not meeting the minimum levels of the performance or found not meeting Qualify Requirements (QR) or other criteria specified in the Bidding Documents will be rejected and not included for further consideration.

CC, POSOCO will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the Bidding Documents. In order to reach such a determination, the Owner will examine the information supplied by the bidders taking into account the following factors:

Overall completeness and compliance of the Terms and Conditions and deviations from the terms and conditions as specified in the Bidding Documents.

The examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the bid, as well as such other information as the Owner deems necessary and appropriate shall be taken into account for evaluation. This shall, however, be subject to assessment that may be carried out, if required, by CC, POSOCO.

Any other relevant factors that CC deems necessary or prudent to take into consideration any deviations to the specification stipulated in the Bidding Documents.

Details furnished by the bidder in response to the requirements specified in the Bidding Documents.

CC will also review the complete technical bids offered by the Bidder to determine whether such bid is acceptable for a Second Part bid opening and evaluation.

I. Commercial evaluation of Second Part of Bid:

The commercial evaluation of Second Part of Bid shall be carried out only of those bidders that have been qualified & meeting First Part Technical Evaluation. For bidders, not meeting this criterion, their Second Part Commercial Bid shall be not opened. CC, POSOCO

will examine/evaluate the commercial bid submitted by the qualified & technically responsive bidders taking into account the following factors:

- a) Bidders have to quote for the complete scope of work. Bids for the individual items or incomplete services shall be treated as incomplete and are liable to be rejected.
- b) Conditional discount/rebate, if any, offered by the Bidder shall not be taken into consideration for evaluation. It may, however, be considered in case of award.
- c) Bids shall be evaluated and compared on the following basis:
 - (i) If the “Cost Compensation for Deviations/Cost of Withdrawal of Deviations” for all the bidders is Nil: The bidder who has quoted the **lowest** (+)ve service charge in %age upto two decimal places will be considered as L1 bidder for placement of award. **However, the bid shall be rejected/disqualified in case of (-)ve service charge is quoted by the bidder.**
 - (ii) If the “Cost Compensation for Deviations/Cost of Withdrawal of Deviations” for any one of the bidders is indicated or is assessed by the owner for any deviation for the purpose of ensuring fair comparison of bids: Owner shall calculate the total cost towards manpower as per BoQ considering the minimum wages as per order dated 23/09/19 issued by Office of the Chief Labour Commissioner, New Delhi, cost of service charge quoted by the bidder and Cost Compensation for Deviations/Cost of Withdrawal of Deviations. The bidder having the **lowest** such evaluated cost(excluding GST) shall considered as L1 bidder for placement of award.

In case it is found that final evaluated bid price of two or more bidders after considering Service Charges plus cost of consumables & GST converted to rupee value works out to be same, it is proposed to select the successful bidder based on following:

- a. The bidder having the highest Average Annual Turnover value for best three years out of most recent 05 years as on the originally scheduled date of bid opening shall be selected for award of the contract. For above purpose, the bidder shall be required to submit the audited balance sheets and profit and loss statements in first envelope along with their bid. The above shall also be subject to following additional conditions:
- b. There shall not be more than one consecutive award on above criteria to a bidder for the same work at the same station / office except in case the bidder is the only L1 bidder and there is no tie in the final evaluated bid price.

- d) Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid guarantee forfeited.
- e) The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Schedule of Deviations to its bid and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.
- g) If a Second Part bid is not substantially responsive, it will be rejected by the CC, despite qualifying in the First Part Bid and may not subsequently be made responsive by the Bidder by correction of the nonconformity. CC's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence

J. Evaluation of Financial bids:

The financial bids of only those bidders shortlisted from Technical bids will be opened online in the presence of their representatives on a specified date and time to be intimated to the respective bidders and the same shall be evaluated by the duly constituted Tender Committee.

- The tenderer shall submit Original Earnest Money Deposit (EMD) of Rs. 6,47,000/- [Rupees Six Lacs Forty Seven Thousand only] in the form of Demand Draft or Pay Order/BG in favour of Power System Operation Corporation Limited, New Delhi from a nationalized bank. The EMD shall be in a separate sealed cover duly superscribed with the name of work and submitted to POSOCO before scheduled date and time for opening of First Cover (Technical bid) at 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.
- POSOCO does not bind them to accept the lowest or any bid or to give any reason for their decision.
- POSOCO reserve the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates.
- POSOCO shall return the earnest money wherever applicable to unsuccessful bidder. However, the EMD of successful bidder shall be released only after submission of Contract Performance Guarantee (CPG)/Security Deposit (SD) by them and its acceptance by the Owner.

K. Qualifying Requirement (QR) for participation in this Bid

Qualification of Bidder will be based on meeting the minimum pass/fail criteria specified in Part-A below regarding the Bidder's technical experience and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bidder shall also be required to furnish the information specified in Part-B in their Bid.

Technical experience and financial resources of any proposed subcontractor(s) shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm. At any stage of evaluation if any shortcoming/ discrepancy/ deficiency is observed in the documents/ details submitted by the bidder and or it is observed that the bidder is not meeting the stipulated QR, respective bid shall be summarily be rejected

The Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include:

- i) Document verification
- ii) Bidder's works visit (if required),
- iii) Copy of LOA (work order)
- iv) Completion certificate
- v) Details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work;
- vi) Details of plant and machinery, manpower and financial resources;
- vii) Details of quality systems in place
- viii) Litigation History
- ix) Past experience and performance
- x) customer feedback
- xi) Banker's feedback etc.

Employer reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

PART-A:

MINIMUM TECHNICAL EXPERIENCE

(a) The Bidder should have successfully completed work of similar nature as a contractor during last seven years as on the originally scheduled date of bid opening:

- i. One single work/project of a value of not less than ₹ 199 Lacs.

OR

- ii. Two works/projects, each of a value of not less than ₹ 149 Lacs.

OR

- iii. Three works/projects, each of a value of not less than ₹ 100 Lacs.
- (b) The registered office or one of the branch offices of bidder should be located either in Delhi or NCR.

Following Documentary evidences which can conclusively establish the technical experience as above are required to be submitted with the bid.

- a. Copy of LOA/Work order/Purchase order/Contract Agreement.
- b. Work Completion certificate/Taking Over Certificate.
- c. Copy of Trade Licenses for respective trades.
- d. Documentary evidence against proof of offices in Delhi/NCR such as Electricity bills etc.

FINANCIAL POSITION

- (a) MAAT of the bidder for the best three financial years, out of last five financial years as on the originally scheduled date of bid opening should not be less than ₹ 187 Lacs.

*Note: - Annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.

- (b) Copy of PAN, GST registration, PF, ESI registration etc. shall be furnished by the bidder along with its bid. In case bidder does not submit copy of PF and ESI registration along with its bid, the bidder shall be informed to submit the same within a period of 7 days failing which bid submitted by the contractor shall be rejected.

PART-B:

The bidder shall also furnish following documents/details with its bid. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) as on the originally scheduled date of bid opening.

Note - I : In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/holding/parent company) duly certified by any one of the authority ((i) Statutory Auditor of the bidder or (ii) Company Secretary of the bidder certifying that such information/documents are based on the audited accounts as the case may be).

Note - II : Similarly, if the bidder happens to be group/holding/parent company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note-I above certifying that these information/ documents are based on the audited accounts as the case may be.

Technical Credentials: List of work regarding past experience indicating the execution of similar work successfully, schedule time of completion and actual time of completion, the present status of projects in hand along with presently envisaged completion dates.

Litigation History: The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over last five years. A consistent history of awards involving litigation against the bidder may result in rejection of bid.

Notwithstanding anything stated above the Owner reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner.

L. Other relevant details

Location/Destination: Please quote your price on FOR destination (as mentioned below) basis.

Corporate Centre, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019 and National Load Dispatch Centre at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.

Validity: 180 days from the date of opening of the bid.

POSOCO reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Correspondences: All correspondence with regard to the above shall be to the following address (By Post/In Person).

Contractual Queries:

General Manager (C&M), Corporate Centre

Power System Operation Corporation Limited, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019

Technical Queries:

Sr. General Manager (HR), Corporate Centre

Power System Operation Corporation Limited, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019

----- End of Section-I ---



पावर सिस्टम ऑपरेशन कॉर्पोरेशन लिमिटेड
POWER SYSTEM OPERATION CORPORATION LIMITED

केंद्रीय कार्यालय
CORPORATE CENTRE

61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.

INSTRUCTION TO BIDDER

For

NIT No. 22/2019

Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

SECTION - II

DOC Reference No. : CC/C&M/HR/Manpower/2019	Issue Date: 02 December 2019
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1. Preamble

This section (Section-II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless amended.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - III: General Conditions of Contract and/or Section - IV: Special Conditions of Contract of Volume I of this document.

The respective rights of the Employer and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Employer and the Contractor for the respective package(s).

Further in all matters arising out of the provisions of this Section-II of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Delhi shall have exclusive jurisdiction.

The Owner/ Employer details:

Corporate Centre,

Power System Operation Corporation Limited

(A Government of India Enterprise)

61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019. INDIA

Kind Attn.: **Contractual queries:** General Manager (C&M), CC, POSOCO

Technical Queries: Sr. GM (HR), CC, POSOCO

Paying Authority: DGM (F&A), CC, POSOCO.

2. Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

2.1 REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal is free of charge.

- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class IIIB Certificates with encryptions and decryption option) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.2 SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

2.3 PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

2.4 SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person so that it reaches to the Tender Processing Section[61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019], before scheduled date and time of opening of bid [First Envelope] or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be considered as non-responsive.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5 ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Bidders (MSMEs: Micro, Small and Medium Enterprises) Micro, Small and Medium Enterprises (MSMEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSMEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) order 2012. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.

3 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

The amendment will be notified in writing or by cable to all prospective bidders who have purchased the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in such cases, the Employer will notify all bidders in writing of the extended deadline.

4 Submission of Tender

Sealing and Marking of Bids:

The tender shall be submitted online in Two part, viz., technical bid and price bid.

Technical Bid:

The following documents are to be **uploaded** by the Contractor along with Technical Bid as per the tender document:

- i) Scanned copy of Bid Guarantee/EMD .
(Original Copy of EMD of Rs.6,47,000/- [Rupees Six Lacs Forty Seven Thousand only] in the form of Demand Draft or Pay Order/BG in favour of Power System Operation Corporation Limited, New Delhi from a nationalized bank shall be submitted to the GM (C&M) CC, Power System Operation Corporation Limited, 61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019 on or before the scheduled date and time for opening of Technical bid[First Cover])
- i) Scanned copy of duly filled Bid Form and Attachments
- ii) Scanned copy of Tender Acceptance Letter:
- iii) Scanned copy of supporting documents in support of Qualification Requirements.
- iv) Scanned Copy of Any other document which the bidder may feel necessary to support the bid.

Price Bid:

Schedule of price bid in the form of BOQ_XXXX.xls.

NOTE: The offers submitted in hard copy (except EMD)/by Telegram/Fax/email shall not be considered/treated as non-responsive. No correspondence will be entertained in this matter.

----- End of Section-II (ITB) ---



पावर सिस्टम ऑपरेशन कॉर्पोरेशन लिमिटेड
POWER SYSTEM OPERATION CORPORATION LIMITED

केंद्रीय कार्यालय
CORPORATE CENTRE

61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.

GENERAL CONDITION OF CONTRACT

For

NIT No. 22/2019

Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

SECTION - III

DOC Reference No. : CC/C&M/HR/Manpower/2019	Issue Date: 02 December 2019
Prepared by: POSOCO, CC	Classification: Exclusive

(This document is meant for the exclusive purpose of Bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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1. General:

- 1.0 Power System Operation Corporation Ltd; (A Govt. of India Enterprise) incorporated under the Companies Act 1956, having its registered office at B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter referred to as 'Owner/POSOCO')

2. SCOPE OF WORK:

The proposed work is for providing services as per Scope of work and duration as defined in the Special conditions of contracts (SCC).

For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower employed for above referred work and deployed in the POSOCO. The persons deployed by the contractor in the POSOCO for carrying out the aforesaid work shall not have any claim of whatsoever nature against POSOCO.

3. Validity of Bid:

- 3.1 The validity of submitted offer shall be 180 days from the date of opening of bids.

4. Price & price basis:

- 4.1 The prices/ Service charges indicated in the bid shall include inter-alia, cost of personnel, Cost of T&P, Cost of consumables as per requirement(if any), and any other costs which may be required for carrying out work as per terms and conditions enclosed with the Tender Documents, including cost of overheads, insurance (other than workmen compensation insurance policy), and cost incurred (if any) in meeting the statutory requirements whatsoever, as stipulated in the bidding documents for the complete scope of work.
- 4.2 GST shall be reimbursed extra as applicable against documentary evidence. Bidder shall include all applicable taxes, duties and levies which might be applicable except GST in their quoted price/Service charge. No claim on account of any taxes, duties or other levies (except GST) or any interest therein shall be entertained by POSOCO.
- 4.3 The quoted rates of the Bidder shall also take into consideration Service Charges of the Contractor, Cost of T&P, Cost of manpower as per minimum wages, PF, ESI, Terminal benefits, bonus, gratuity, HRA and other statutory liabilities etc. as per provision of labour laws.
- 4.4 The prices quoted in the bid shall be in Indian Rupees only. All information in the Bid may be mentioned in English/ Hindi Languages only. Failure to comply with this requirement will disqualify Bid.

5. Bid Guarantee/ Earnest Money Deposit:

- 5.1 Earnest Money [EMD] as specified in the Special conditions of contract (SCC) shall be deposited along with offer/bid in separate sealed envelope duly super-scribed as "Earnest Money Deposit" which is must, to become eligible for participation. The tenders not accompanying with a requisite value/validity/FORM of EMD in a separate sealed envelope shall be rejected and returned without being opened. The representatives of such bidders will not be allowed to attend

the tender opening. The requisite amount of EMD shall be furnished in any of the following forms:

- [a] Demand Draft/Bank's cheque in favor of 'Power System Operation Corporation Limited' from a reputed commercial bank.
- [b] Irrevocable Bank Guarantee from (i) a Public sector bank located in India; or (ii) a scheduled commercial Indian private bank as per list attached herewith at Annexure -C (iii) a foreign Bank (or its subsidiary) located in India. The format of bank guarantee shall be in accordance with the format attached at Annexure-A to this document and the bank guarantee shall remain valid for a period of 250 days from the date of opening of bids as specified in the bidding documents.
- [c] EMD submitted in the form of Bank Guarantee shall be released either on submission of Contract Performance Guarantee for full Security Deposit amount valid till 30 days beyond work completion period as per provision of this document or deduction of full Security Deposit amount from Contractors' running bills and its certification by Engineer-in-charge.
- [d] No interest shall be payable to the contractor against EMD and Security Deposit.

5.2 The Earnest Money Deposit shall be forfeited on the following grounds:

- a] If a Bidder withdraws/modifies its bid during the period of bid validity or
- b] In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
- c] If the bidder does not accept the correction of its bid price or
- d] In the case of a successful bidder, if bidder fails to sign the Contract;
- e] In the case of a successful bidder fails to submit the performance guarantee.
- f] If the work is not commenced after the work is awarded to a contractor.

6. INSTRUCTIONS FOR SUBMISSION OF OFFER:

- 6.1 Minimum estimated cost (except contractor profit and GST) and the operation rates of individual items has been indicated in the price schedules(BOQ) and bidders are requested to quote in terms of Service charge/ profit only in % (percentage) upto two decimal places. If the service charges indicated by the bidder contain more than two digits after decimal place, only first two digits shall be considered without any rounding off.
- 6.2 Bids received with unrealistic/under quoted/unbalanced prices will be summarily rejected by POSOCO considering that bidder may indulge in unfair practices in the execution of contract and may not adhere to minimum wages/ other statutory provisions. In the above regard, decision of POSOCO shall be final and no representation from any party will be accepted/ entertained. The

bidder shall quote Service Charges/ Contractor Profit in % (percentage) upto two decimal places on the total amount. If the service charges indicated by the bidder contain more than two digits after decimal place, only first two digits shall be considered without any rounding off. However, the total amount of Service charges/ contractor profit on consumables (if indicated in BOQ) shall also be included and shall be rounded off upto two decimal places. The bidders shall quote GST separately on the amount of Service Charges/ Contractor Profit.

- 6.3 The bid must contain the full name, designation and complete address of place of business of the person(s) signing the bid. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished along with the proposal.
- 6.4 Bidder shall furnish copy of partnership deed, in case of partnership firm, memorandum and Articles of Association, in case of limited company, Ownership certificate in case of sole or proprietorship firm.

7. SUBMISSION AND OPENING OF BID:

- 7.1 Bids for the subject package complete in all respects including BID Guarantee shall be received in the POSOCO office upto the date and time mentioned in the Tender Enquiry.
- 7.2 No bid shall be accepted unless it is properly sealed.
- 7.3 The bids submitted late shall not be received. In case such bids are received by post, same shall be returned to the bidder un-opened.
- 7.4 The bids shall be opened at time and date mentioned in the Tender Enquiry or extension thereof in the presence of bidder or their authorized representatives who choose to be present on that occasion.
- 7.5 After the opening of bids, the information relating to the examination clarifications, evaluation and comparison of bidders and recommendations concerning the award of contract shall not be disclosed to the bidders or other persons concerned with such process.
- 7.6 Submission of tender by a Contractor implies that he has read all the Tender Documents and has made himself fully aware of the scope and specifications of the work to be done and of the conditions, as also apprise himself of local conditions and other factors which may have bearing on the execution of the works.
- 7.7 Any effort by a bidder to influence the POSOCO personnel or representatives on matters relative to the bid under study in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in the rejection of his bid. In case bidder is found to be indulging in fraudulent practices or submits forged document, the offer submitted by the bidder shall be rejected without any further consideration. In such a case, action as decided by POSOCO shall be taken against the bidder along with forfeiture of any amount pending of the bidder.

8. Evaluation and comparison of bids:

- 8.1 Total estimated cost (excluding contractor profit and GST) has been indicated in the Price schedule. Bidders are required to quote for the complete scope of the work in terms of Service charge/ profit only in % (percentage) upto two decimal places. Bids for individual items or incomplete scope shall be treated as incomplete and are liable to be rejected.
- 8.2 For evaluation purpose the % value of the Service charge quoted by the bidder shall not be rounded off and only two decimal places shall be considered from the figure quoted by the bidder. However, rupee value of the total bid price arrived at after considering all the aspects shall be rounded up to two decimal places.
- 8.3 Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.
- 8.4 The bidder shall indicate the prices of consumables (if any) including overheads and applicable taxes and duties thereon. No amount shall be payable on account of any taxes and duties other than GST which shall be reimbursed against documentary evidence.
- 8.5 For arriving at rupee value, the % values quoted by the bidder shall not be rounded off and only two decimal places shall be considered from the figure quoted by the bidder. However, rupee value arrived at shall be rounded up to two decimal places. Based on above, the award shall be recommended on the lowest evaluated bidder.
- 8.5.1 In case a bidder is already executing two running manpower based contracts at the same station/ office as on the originally scheduled date of bid opening, the bidder shall not be considered for third award and the price bid submitted by the bidder shall not be opened in case of Single Stage Two Envelope bidding procedure. In case tender of Single Stage Single Envelope bidding, the bidder already executing two contracts at the same location as on the originally scheduled date of bid opening, shall not be considered for award even if it is found to be the lowest bidder.
- 8.5.2 In case it is found that final evaluated bid price of two or more bidders after considering Service Charges plus cost of consumables & GST converted to rupee value works out to be same, it is proposed to select the successful bidder based on following:
- 8.5.2.1 The bidder having the highest Average Annual Turnover value for best three years out of most recent 05 years as on the originally scheduled date of bid opening shall be selected for award of the contract. For above purpose, the bidder shall be required to submit the audited balance sheets and profit and loss statements in first envelope along with their bid. The above shall also be subject to following additional conditions:

- 8.5.2.2 There shall not be more than one consecutive award on above criteria to a bidder for the same work at the same station / office except in case the bidder is the only L1 bidder and there is no tie in the final evaluated bid price.
- 8.6 Bids containing deviations from the provisions relating to the following clauses will be considered as non-responsive:-
- [a] Bid Guarantee, Clause No. 5.0 of this document.
 - [b] Terms of Payment, Clause No. 12.0, of this document.
 - [c] Contract Performance Guarantee / Security Deposit, Clause No. 17, of this document.
 - [d] Liquidated Damages / Deduction towards non-performance, Clause No. 18 of this document.
 - [e] Price & Price Basis, Clause No. 4.0 of this document.
- 8.7 Bidders wishing to propose deviations to any of the above provisions must provide such deviations in the relevant deviation schedule along with cost of withdrawal. At the time of Award of Contract, if so desired by the Owner, the Bidder shall withdraw these deviations listed in commercial deviation schedule of Bid Proposal sheet in their Bid at the cost of withdrawal stated by him in the bid. If the deviation to any of these provisions is not priced, bidder has to withdraw these deviations free of cost. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited. The evaluated cost of their bid shall include, the cost of withdrawal of the deviations from the above provisions to make the bid fully compliant with these provision.
- 8.8 Bids shall be evaluated on the basis of Total bid price (including taxes, duties & levies) for the entire scope of work after consideration of Service Charge, cost of consumables (if any) and GST quoted by the bidders converted to rupee value. For arriving at rupee value the % values upto two decimal places (without rounding off) as quoted by the bidders shall be taken into account. However, total bid price shall be rounded off to two decimal places.
- 8.9 The prices of all such item(s) against which Bidder has not quoted rates/amount (viz., items left blank or against which '-', 'Nil' or 'N.A.' is indicated) in the schedules will be deemed to have been included in other item(s).
- 8.10 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid guarantee forfeited.
- 8.11 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest

price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

- 8.12 The Owner's evaluation of a bid, in addition to the total price as referred above, will take into account "Cost compensation for deviations/ Cost of withdrawal of deviations" which will be added to bid price using pricing information available to the Owner.
- 8.13 The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. All decisions by POSOCO on the evaluation of bids will be final and binding on the Bidders and is not subject to any scrutiny.

9. Post Award discussions:

POSOCO will have Post award discussions with the contractor and all the major issues regarding deployment of minimum manpower, availability of statutory licenses, insurances etc. shall be tied up during Post award discussions. The schedule for deployment of manpower shall be finalized mutually during post award discussions in line with minimum man days requirement for different category of manpower as defined in the Special conditions of Contracts (SCC) and contractor shall be bound for deployment of manpower as per finalized deployment schedule in Post award discussions.

10. Mobilization period:

After issuance of Letter of Award/Work Order, a mobilization period of 15 days shall be allowed under the contract. During the mobilization period, the contractor shall obtain/ apply for all requisite insurance policies, licenses/ clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to POSOCO before commencement of the work. After completion of the mobilization period, work shall be started immediately at site. However, if the bidder has all the requisite documents, mobilization period may be reduced to a mutually agreed time and the same shall be tied up during post award discussions. The contractor should not be allowed to work without having valid labour license, workman compensation Insurance policy, provident fund code No. and ESI code No., if applicable.

11. DURATION OF CONTRACT:

The effective date of the contract will be after completion of the mobilization period, i.e., 15 (Fifteen) days from the date of issue of Telegraphic/FAX LOA/ Letter of award. The period of Contract shall be **02 (Two) years** or as defined in the Special Conditions of Contract (SCC). If Services provided by contractor are found to be satisfactory, the contract can be extended for a further period of **(01) One Year** on same rates, terms and conditions. However, this will be the sole prerogative of POSOCO and Contractor will have no right to ask for extension.

12. Terms of Payment:

- 12.1 The payment to the Contractor shall be released by POSOCO on monthly basis for the actual operations performed as per contract/ instructions of Engineer-in-charge or his authorized representative.
- 12.2 Payments shall be released by POSOCO, on submission of Running Bills along with all details of attendance sheet /Logbook maintained by the contractor once in a month. All bills shall be submitted through the Engineer-in-charge.
- 12.3 The Contractor shall submit to POSOCO its complete bill in triplicate along with necessary certificate. Within 7 days after the expiry of the month. POSOCO shall release due amount through Electronic payment mechanism (E-Payment) in favour of Contractor within 21 days of receipt of complete bills. Contractor shall release wages/Salary to its personnel deployed at POSOCO through ECS/ RTGS only by 7th of the every month irrespective of the payment received from POSOCO. In case 7th day being a holiday wages should be paid on the preceding working day of the month.
- 12.4 The Contractor shall submit monthly running bill for due amount along with the certificates of (i) Actual operations carried out duly certified by Engineer -in -charge; (ii) Actual deployment of personnel as per deployment schedule as agreed upon during post bid discussions & their attendance; (iii) Proof of the payment by Contractor to its employed personnel for that month through ECS/ RTGS only and (iv) Challan/ receipt for deposit of PF, ESI and GST with concern authorities and certificate towards compliance of other statutory provisions for the previous months as per Annexure -AA along with copy of Form 12A submitted by him to the PF authority and Form 5, i.e. Return of ESI contribution. However, with the bill for the first two months, certificates mentioned at (iii) & (iv) above shall not be applicable. Contractor has to deduct and submit PF and ESI compulsorily for all the employees deployed by him irrespective of statutory requirements **(i.e. even if total No. of employees deployed by him are less than 20)**.

Contractor shall obtain PF/ESI code for himself and all of his employees for deposit of the contributions. He must ensure that all his employees are made available annual PF statement and ESI card wherever applicable, falling which payment due to him shall be withheld.

POSOCO may verify from EPF/ESI authorities, the details/ status of payment made by the Contractor, before making payment of the last bill of the Contractor. In case, the information furnished by the Contractor is found to be incorrect, POSOCO shall take appropriate action against the contractor.

- 12.5 The Contractor shall promptly make payment to Regional Provident Fund commissioner in respect of Provident Fund Contribution of Contractor and the amount deducted from salary/wages of deployed personnel towards their contributions to Provident Fund. Contractor shall obtain provident fund account for himself as well as for individual employees for remittance/deposit of PF deductions. Further. Contractor shall fulfill all other statutory requirements.
- 12.6 Payment will be made as per work executed i.e numbers of operations performed and contractor will have no right to claim the complete BOQ.

- 12.7 The payment shall be regulated as per accepted rate only. Contractor shall not be entitled to any extra payment compensation or remuneration relating to work done during unfavorable weather or relating to any special arrangements made to complete the work as per the schedule of items.
- 12.8 No extra payment shall be made to the Contractor for working on holidays and during odd hours.

13. Mode of Payment:

All payments to be made directly to the Contractor by POSOCO through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

14. Taxes and Duties:

- 14.1 All the applicable taxes/levies/duties other than GST shall be borne by the contractor and POSOCO will not have any liability whatsoever in this regard. However, GST shall be reimbursed by POSOCO against documentary evidence.
- 14.2 Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POSOCO shall affect TDS as per the rules / statutory requirements and issue TDS certificate. In addition to this, TDS on GST shall also be deducted as per GST Act.

15. PRICE VARIATION

As the contract involves deployment of labour by the contractor, provision of price variation has been provided for taking care of hike / revision in prescribed minimum wages rates, which takes place normally twice a year (1st April & 1st Oct') so that bidder is able to meet the statutory obligations. Whenever an upward revision of the prescribed minimum wages is done by the labour authority i.e. central sector/ state government (whichever is higher) after issuance of bid documents by POSOCO or during the currency of contract, price variation will be paid every month as per the PV (Price Variation) formula given below:

For Manpower Component:

$$AMC1 = AMC0 \times (L1/L0) - AMC0.$$

AMC1 = Price adjustment amount payable for the AMC works price component for each monthly billing (if it works out negative, would mean the amount to be recovered from contractor).

AMC0 = Amount payable during the month as per AMC contract

L1 = Minimum wages for un-skilled/ semi-skilled/skilled labour (as applicable) during the month of billing as per central government or state government (whichever is higher).

L0 = Minimum wages for un-skilled/ semi-skilled/skilled labour (as applicable) applicable 30 days prior to bid opening date as per central government or state government (whichever is higher).

For Consumables Component(if any):

If the supply of consumables is involved, the price of consumables shall remain fixed for entire duration of the contract (or any extension thereof) and no price variation shall be payable on the same. Contractor shall quote prices of consumables in accordance with the same.

16. SECURITY RELEASE PERIOD:

The security release period shall be 90 days after completion of contract period. The security deposit submitted by the bidder shall be released 90 days after completion of contract.

17. Security Deposit/Contract Performance Guarantee (CPG):

- 17.1** POSOCO shall return the EMD to all the unsuccessful bidders after issuance of award to successful bidder. The amount of EMD in respect of successful bidder where EMD is furnished as DD or Banker's cheque shall be retained and adjusted towards initial part of security deposit or it shall be reimbursed on submission of CPG/ security deposit.
- 17.2** EMD submitted in the form of Bank Guarantee, FDR and Call Deposit Receipt shall be released either on submission of Contract Performance Guarantee for full Security Deposit amount valid till 90 days beyond work completion period or deduction of full Security Deposit amount from Contractors' running bills and its certification by Engineer-in-charge.
- 17.3** The successful bidder shall be required to submit Contract Performance Guarantee (CPG) valid till 90 days beyond work completion period for the value of 10% (Ten percent) of total contract price in the format attached herewith at Annexure-B in favor of the owner within 15 days from the date of LOA which shall be issued either:
- (a) by a Public Sector Bank located in India, or,
 - (b) a scheduled Indian bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the bank should support compliance of capital adequacy ratio requirement) as per list attached at Annexure- I to SCC.
 - (c) By a foreign bank or a subsidiary of a foreign bank acceptable to POSOCO with overall international corporate rating of A- (A minus) or equivalent by a reputed rating agency. Further, the bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector bank located in India; or (iii) a scheduled commercial private bank located in India as per list attached herewith at Annexure -C.
- 17.4** The Contract Performance Guarantee must be irrevocable operative and valid till 90 days beyond work completion period.

- 17.5 Alternately, Security Deposit shall be deducted from Running Bills @ 10% until the amount so deducted equals the value of Security Deposit, i.e., 10% of the contract price.
- 17.6 No interest shall be payable to the contractor against EMD and Security Deposit.

18. LIQUIDATED DAMAGES/ Deduction towards non performance:

- 18.1 The deduction shall be levied for non-performance or unsatisfactory performance of whole or any part of the contract. If any of the operation specified in BOQ has not been carried out or only part of the operation has been carried out, the deduction shall be made at 1.5 times the rate specified against such operations in BOQ. In case, if it is found that any operation is not being done satisfactorily and up to the expectation of the Engineer-in-charge, the Contract can be terminated by giving one month notice and Contractor shall not have any claim what so ever on this account.
- 18.2 In the event of failure of the Contractor to carryout the job as specified in the scope of work and Technical Specification, POSOCO shall have the power to get the work done through outside contractor at the risk and cost of the Contractor.
- 18.3 Contractor shall be responsible for deployment of manpower strength as agreed upon during post bid discussions without fail. However, If the contractor fails to deploy sufficient manpower as agreed upon during post bid discussions or in case un-authorized absence of the deployed personnel, deductions shall be made at 1.5 times the minimum wages applicable at that time. The deductions shall be made for the number and category of the manpower not deployed by the contractor as per deployment schedule agreed upon during post bid discussions. However, no LD shall be imposed for authorized absence/leave of contract employee on the certification of Engineer Incharge.

19. FORECLOSING/TERMINATION OF CONTRACT:

POSOCO reserves the right to foreclose/terminate the contract at any point of time during currency of contract or extended period of contract on the basis of unsatisfactory or poor performance of the Contractor or any other valid reason by serving one month notice and can get the work done by another agency at the risk and cost of the contractor.

20. Tools and Plants:

Tools & plants to be provided by POSOCO and to be deployed by bidder are indicated in the Special Conditions contract (SCC). The cost/ Hiring charges of required Tool & Plants to be deployed by contractor (if any) shall be included in Service Charges and no separate cost/hiring charges will be paid/ reimbursed against this head. Further, bidders are required to mention the tool & plants proposed to be used by them even if these are not indicated in the bidding documents.

21. Statutory & Other Responsibilities of the Contractor

21.1.1 DEPLOYMENT OF MANPOWER UNDER THE CONTRACT:

- 21.1.2 Persons deployed by the Contractor for carrying out the operations mentioned in the BOQ and scope of work shall be the employees of the Contractor and POSOCO shall have no**

responsibility towards their employment or liabilities/ responsibilities arising under all relevant acts and safety rules.

21.1.3 Minimum manpower requirement: Minimum requirement of category wise mandays for execution of various operations during the contract on monthly basis has been indicated in the Special conditions of Contract (SCC) as well as in the BOQ/ Price schedules. However, contractor shall be free to deploy more number of labours/ manpower as per their assessment of work. The cost implication of additional manpower as considered necessary by the bidder may be incorporated in the service charges only and no other claim on this account shall be entertained.

Contractor has to deploy sufficient man power as agreed upon during post bid discussions and/ or as per instructions of Engineer – in- charge whenever required for carrying out the work. In absence of which deductions shall be made as per Clause 18.3 referred above.

The manpower deployed by the contractor shall be trained and well versed with work required to be executed in the contract and the contractor shall submit declaration regarding the same. In case deployed manpower is not found suitable considering the work requirement, the contractor shall change the manpower promptly as per instructions of Engineer-In-Charge.

21.1.4 The contract thus entered into between Contractor and his employees shall have no bearing or binding of whatsoever nature on POSOCO. In this regard the Contractor should give specific letter to his employees mentioning the terms and conditions of their engagement including the period for which they will be engaged. It should also be stated that the services shall be terminated on expiry of the contract period or completion of work.

21.1.5 The Contractor shall exercise control/supervision of his employees in the day to day work. The Contractor shall deploy its representative to act as an interface between the Contractor and the Engineer-in-charge of POSOCO for effective discharge of services envisaged under the contract and shall be available in the office premises as per requirement. POSOCO will not retain any control, supervision or the manner of discharge / dismissal or retrenchment or re-employment of the employees engaged / employed by the contractor.

21.1.6 The agency/ Contractor shall maintain all the records of contract employees such as Photograph, Name, Father's name, Age, Sex, Educational qualifications, present and permanent addresses, Adhar Card, proof of age and details of the dependent family members as required under various provisions of labour laws and acts for the persons deployed by them in the POSOCO premises. Contractor have to produce these records as and when required by POSOCO or the concerned statutory authorities for inspection. In case it is found that Contractor has not complied with any statutory requirement under various labour laws/ acts, POSOCO being the principal employer shall make the payment and will recover the same with penalty/surcharge from the due payment of the Contractor.

The contractor shall also before the actual deployment of personnel, submit a certificate from a Registered Medical Practitioner certifying that the person deployed is physically, mentally fit (free from any kind of infectious disease in case of those deployed in Catering services) and not suffering from any chronicle decease . Such certificate shall be submitted for each person

deployed once in a year. However, in case of those engaged in catering, the certificate should be submitted once in every quarter.

- 21.1.7** The contractor shall make arrangement to issue Identity cards to each of the Employees, for entry into the premises which shall have name of employee, place of work, name of the contractor and photograph verified by the Contractor. The Identity Cards shall be issued by the contractor at his own cost. Power Grid security staff shall be at liberty to exercise check on any of the Employees while entering, search them in the premises, during the work and while leaving from the premises. A copy of police verification of all the employees shall be submitted while seeking entry pass for our security.
- 21.1.8 Uniform :** Contractor shall provide two Nos. summer uniforms (Terrycot), One No. full sleeve woolen jersey and one pair electrical Safety shoes every year along with washing allowance. For female employees two sarees with blouse and one pair of safety sandals every year shall be provided by contractor. In addition to uniform for female employees one blazer/coat shall be provided to Receptionist by the contractor. Uniform shall be of a prescribed colour as decided by the Engineer in-charge with name of the agency displayed on the uniform for all the workmen deployed at site. Further, cooks working in transit camp shall also be provided one pair of white cotton apron and cap in addition to uniform detailed above. In case of default in above provision, deduction shall be made @ Rs. 100/- per day per person from the running bills of the contractor. Contractor will issue I-Cards to his every employee as per standard format with current photograph and they will display in office during the course of duty.
- 21.1.9** The contractor shall make his own arrangement for providing all facilities like lodging & boarding etc for his workers, while on outstation assignments whenever/ wherever required.
- 21.1.10** Contractor shall also make out an Attendance card/wage card with endorsement of Time-in and Time-out for each employee deployed with POSOCO. In case the Contractor does not make the payment to his employee on the specified date mentioned in the attendance/wage card. POSOCO shall make payment to such employees and deduct the same from the contractor **adding 15% overheads charges.**
- 21.1.11** The Contractor shall have the sole discretion of employing and terminating the services etc. of their employees. In case of termination of the services of the employee, the contractor shall ensure that wages and other dues payable is made within 48 hours of the termination. In case it is felt by the Engineer-in-charge or his authorized representative that any workmen of the Contractor is not suitable for carrying out the job, then the contractor has to take the necessary action immediately on receiving official communication from POSOCO.
- 21.1.12** The Contractor shall be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per “Model Standing Orders” on the advice of Engineer-in-charge, POSOCO.

21.2 LABOUR LAW PROVISION

- 21.2.1** Contractor shall keep POSOCO indemnified against all claims/ liability whatsoever on account of statutory payments, costs, damages and charges arising out of personal injury / disability or death of contractor's employees caused by any reason whatsoever. POSOCO will not be responsible for any injury, damage etc. caused to any of the Employee put on the job by the contractor directly or indirectly. In the event of any claim Contractor will be solely responsible to meet such claims and POSOCO will not entertain any claim whatsoever in this regard.
- 21.2.2** The contractor shall pay to the personnel employed by him the wages not less than current Minimum wages as notified by the concerned Regional Labour Commissioner (Central) from time to time or the State Government whichever is higher in the presence of POSOCO authorised representative. Documentary proof of payment of minimum wages having signature of Contractor or his authorized representative, POSOCO representative and concerned workers must be kept in records. Contractor has to ensure the payment to his labour latest by seventh of every month in presence of POSOCO representative, irrespective of payments from POSOCO towards bill raised, failing which payments can be made directly from the bill and suitable action can be taken against the contractor.
- 21.2.3** During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority or any other law being implemented in POSOCO or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. The employees of the Contractor in no case shall be treated as the employees of POSOCO at any point of time.
- 21.2.4** The Contractor shall keep the POSOCO indemnified as in case any action is taken against the POSOCO by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- 21.2.5** If POSOCO is caused to pay under any law as Principal Owner such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the POSOCO shall have the right to deduct any money due to the Contractor under this contract or any other contract with our company including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner/POSOCO.

21.3 COMPLIANCE WITH LABOUR REGULATIONS

- 21.3.1** The contractor shall in respect of Employees employed by him comply with all labour laws applicable to the personnel engaged by him for carrying out work and POSOCO shall bear no liability whatsoever towards any violation by the contractor in this regard.

21.3.2 Salient features/Instructions regarding compliance of some major laws by the Contractor are given as under. However, the Contractor is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned herein.

- a) **Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- i) The Contractor shall be liable to deposit the compensation as prescribed under this Act with the Commissioner of Workman Compensation within one month from the date of accident, in case of fatal injury.
 - ii) The contractor shall be liable to disburse the compensation as prescribed under this Act within the stipulated time frame, in case of non-fatal injury.
 - iii) The Contractor shall bear all the expenses incurred in connection with the medical treatment of the workers.
 - iv) In case of death of an contract employee the Contractor shall make a payment of ₹15,000/- towards funeral expenses and bear the expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation.
 - v) The Contractor shall take an Insurance policy covering for risks under this Act at the time of commencement of contract and submit proof of the same to the Engineer-in-charge of POSOCO, failing which, the Contractor shall not be allowed to commence the work.
- b) **Employees Provident Fund and Miscellaneous Provisions Act 1952:**
- i) The contractor shall be required to obtain a PF code from the concerned PF authority immediately after award of the contract if not yet obtained and submit documentary proof to the effect to POSOCO.
 - ii) The contractor shall ensure opening an individual Provident Fund account for the worker engaged and submit documentary proof to the effect to POSOCO.
 - iii) The contractor shall remit monthly provident fund contribution of employees and employers within 15 days from the date of disbursement of wages.
 - iv) The contractor shall submit a copy of Form 3A submitted by him to PF Authority, to POSOCO.
 - v) The contractor shall submit a copy of Form 12A submitted by him to the PF Authority on monthly basis (details of PF deposited/deducted in respect of employees and employers to the Engineer-in-charge of POSOCO).
 - vi) The Contactor shall submit a copy of Form 6A submitted by him to the PF Authority on an Annual basis/ on expiry of contract, to POSOCO.

c) Contract Labour (Regulation & Abolition) Act 1970:

- i) The Contractor shall obtain labour license under the provisions of the Act.
- ii) The Contractor shall display Notice in English & Hindi of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages.
- ii) The Contractor shall submit the Return regarding commencement and completion of contract in Form VIA.
- iv) The Contractor shall maintain Register of workmen employed by him in POSOCO in Form XIII.
- vi) The Contractor shall issue an Employment Card to the workers engaged by him in POSOCO in Form XIV, within 3 days of employment of the worker.
- vi) The Contractor shall issue Service Certificate in Form XV to the workmen whose services have been terminated by him.
- vii) The Contractor shall maintain Muster Roll in respect of the workers engaged by him in POSOCO in Form XVI.
- viii) The Contractor shall maintain Wage Register in respect of the workers engaged by him in POSOCO in Form XVII.
- ix) The Contractor shall maintain Register of Wage-cum-Muster Roll in respect of workers engaged by him in POSOCO in Form XVIII.
- x) The Contractor shall issue Wage slip to all the workers engaged by him in POSOCO.
- xi) The Contractor shall maintain Register of Deductions (Form XX), Register of Fines (Form XXI), Register of Advances (Form XXII), Register of Overtime (Form XXIII) in respect of the workers engaged by him in POSOCO.
- xii) The Contractor shall send Half yearly return in Form XXIV in duplicate to the Licensing Officer concerned within prescribed time limit.
- xiii) The Contractor shall issue Photo Identity Card to the workers engaged by him in POSOCO under his seal and signature.

d) Minimum Wages Act 1948 :

- i) The workers engaged by the Contractor for carrying out the operations as mentioned in the BOQ shall be paid Minimum wages as notified by the Appropriate Authority from time to time.
- ii) The workers engaged by the Contractor shall be paid wages for 8 hours of normal work per day. In case any worker is required to work beyond 48 hours in a week or more than 9 hours in a day, he shall be paid Overtime at the prescribed premium rates by the Contractor.
- iii) The workers engaged by the Contractor shall be provided a day of rest in every period of seven days with remuneration.
- iv) The workers engaged by the Contractor shall be issued Wage Slip as per proforma enclosed..

v) The Contractor shall display Notice containing minimum rates of wages, name and address of the inspector in English and Hindi.

vi) The Contractor shall send annually a Return in Form III to the concerned authority.

e) Payment of Wages Act 1936 :

i) The Contractor shall pay wages to the workers engaged by him by 7th day of the following month.

ii) The Wages shall be paid to the workers either by online ECS transfer or direct transfer to their bank account without deduction of any kind except those that are authorised under this Act.

f) Equal Remuneration Act 1976:

The Contractor shall not pay to any worker engaged by him, remuneration at rates less favourable than those at which remuneration is paid by the Contractor to the workers of the opposite sex for performing any job at POSOCO premises.

g) Child Labour (Regulation and Abolition) Act 1986:

The Contractor shall not be allowed to engage child labour as defined under the law in the premises of POSOCO for carrying out any work under the contract.

h) Employees State Insurance Act 1948 :

i) The Contractor shall be required to obtain ESI code from the concerned authority if not yet received, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POSOCO.

iii) The Contractor shall ensure opening of individual ESI account of the employees, wherever ESI is applicable and submit the documentary proof of the same to POSOCO.

iii) The Contractor shall ensure that the employees are issued ESI cards by the prescribed authorities.

iv) The Contractor shall remit ESI contribution of employees together with employers within 21 days of the last day of the calendar month in which the contribution falls due and submit proof of such remittance along with monthly bills to POSOCO.

iv) The Contractor shall send a return of contribution in Form 5 before 12th May and 12th November of every year to ESI office and submit a copy of the return to Engineer-in-charge, POSOCO.

v) If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923.

i) Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 :

i) The Contractor shall obtain a Certificate of Registration as per the provisions of the Act and submit a copy of the same to POSOCO.

ii) The Contractor shall display a copy of the certificate of registration, Notice containing at the work place.

- iii) The Contractor shall display Notice of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages, in English & Hindi & local language and forward a copy to the Inspector concerned.
 - iv) The Contractor shall submit the Notice of commencement and completion of work in Form IV.
 - v) The Contractor shall maintain Register of Building workers employed by him in Form XV.
 - vi) The Contractor shall submit Annual Return in Form XXV to the concerned authority.
- j) Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act 1979 :**
- i) The Contractor shall issue to every Inter-state migrant workman, a Passbook with photograph containing various particulars regarding recruitment and employment of the workmen and payment of return fare from the place of employment to the place of residence when he ceases to be employed.
 - ii) The Contractor shall pay to every Inter-state migrant workman at the time of recruitment, displacement allowance equivalent to 50% of monthly wages or ₹ 75 whichever is higher.
 - iii) The Contractor shall pay to every Inter-state migrant workman journey allowance of a sum not less than the fare from place of residence of the workmen in his state to the place of work in the other state, both for the outward and return journey. The workmen shall also be paid wages by the Contractor during the period of such journey.
 - iv) The Contractor shall furnish to the concerned authorities, the particulars regarding recruitment and employment of migrant workmen in Form X.
 - v) The Contractor shall furnish in respect of every migrant workmen who ceases to be employed, a Return in Form XI to the concerned authorities in both the states. within 15 days from the date such migrant worker ceases to be employed along with a declaration that all the wages and other dues payable and the fare of return journey back to state have been paid.
- k) Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.21,000/- per month or less. If the minimum wages drawn is upto Rs. 21000/- per month, the bonus per year shall be Rs. 7000/- or the minimum wages fixed by scheduled employment as fixed by the appropriate Govt. whichever is higher. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act. The Contractor shall be solely responsible for payment of bonus under the Payment of Bonus Act amended from time to time.
- l) Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.

m) **Leave:**

- (i) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (ii) The contractors/employers have to comply the provisions of leave and other welfare measures legally binding for engagement of workers in their establishment. However, a provision has been kept in BOQ for 15 days privilege leave and 12 days casual/sick leave per year as per Department of Social Welfare, Govt. of National Capital Territory, New Delhi vide their letter no. F10(115)/DSW/Admn-II/Misc-WO/2015/9695-9740 dated 5.7.2016. Cost reflexion, if any, due to change in this provision may also be included in service charges while quoting the same.
- (iii) **Industrial Dispute Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (iv) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.
- (v) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (vi) **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

21.4 INSURANCE UNDER WORKMEN'S COMPENSATION ACT AND OTHER LIABILITIES:

- 21.4.1 Workmen compensation Insurance policy shall be taken by the contractor in the joint name with POSOCO as principal employer and shall be project/ site specific. The total no. of workmen covered in WCIP shall be mentioned in the policy. The cost incurred on workmen compensation insurance shall be reimbursed separately to the contractor on submission of the policy and its invoice. All workmen deployed to work in POSOCO premises/ installation should be insured under workmen compensation act. In case of extension of contract, the contractor shall take insurance for the extended period and POSOCO shall reimburse the same. Contractor shall not change the manpower deployed at site without the consent of POSOCO. For the replaced manpower deployed at site by the contractor, the insurance premium shall be borne by the contractor.

- 21.4.2** Contractor shall get the nominee of each labour registered in the WCIP. In case the labour is married, nominee shall be his/ her spouse. In case labour is unmarried, nominee shall be his/ her parents (either/ both of them).
- 21.4.3** The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- 21.4.4** The Contractor / Contractor shall also be responsible for compliance of all the provisions under workmen compensation act and will take necessary insurance for all the persons to be deployed under the contract and will furnish copy of the insurance policy to POSOCO before commencement of work. Contractor/ Contractor shall be responsible for any compensation what so ever to their workers in case of any omissions on the parts of the workers and POSOCO shall not be held responsible for such omissions of workers.
- 21.4.5** The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc. The Contractor shall be responsible for the safety and security of the employees of the Contractor & his Sub-contractors throughout execution of the works.
- 21.4.6** Insurance such as third party & workmen insurance, or any other insurance shall be arranged by the Contractor at his cost and expense.
- 21.4.7** In the event of there being any increase of workmen's compensation insurance premium under any law or any additional or new liability under the Employees laws being imposed on the contractor after the date of submission of the tender, the additional expenditure incurred by the Contractor shall be borne by him and no claims shall be entertained by POSOCO on any account.
- 21.4.8** All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.
- 21.4.9** In absence of valid Workmen compensation Insurance policy, compensation as decided by the labour commissioner/authority shall be payable by the contractor in case of any accidental death/ injury. POSOCO shall not be liable for any such payments.
- 21.4.10** In the event of failure on the part of the Contractor to deposit the compensation with the concerned labour authorities, within the stipulated period of one month from the date of accident (If any), POSOCO shall take necessary action to deposit the same with the concerned authorities and shall recover/ adjust the amount deposited from the bills submitted by the contractor anywhere in POSOCO.

21.5 SAFETY ASPECTS/ EMPLOYEES WELFARE:

- 21.5.1 Personal Protective Equipments (PPEs):** Personal protective equipments (PPEs) shall be provided by the contractor as per requirement of the work.
- 21.5.2** Contractor will take all safety measures and ensure that personal protective devices are being used by his workers at the time of work.
- 21.5.3** The Contractor shall also be responsible for safety of all workmen employed by them and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. POSOCO shall bear no liability whatsoever towards any violations by the Contractor in this regard.
- 21.5.4** In case of any accident during the work, it will be Contractor's responsibility to lodge FIR at Police Station immediately with written information to POSOCO and make available best treatment to the injured including lodging of insurance claim.
- 21.5.5 Compensation for death/ injury in case of accident:** In case of any injury/ death due to Contractor's negligence, the Contractor shall be liable to pay a compensation of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) per person affected causing death and Rs. 1,00,000/- (Rupees One Lakh only) per person for serious injuries / (25% or more permanent disability) to the Employer for further disbursement to the deceased family/ Injured persons. The permanent disability has the same meaning as indicated in Workmen's Compensation Act 1923. The above stipulations are in addition to all other compensation payable to sufferer as per workmen compensation Act / Rules.

Above amount shall be deducted from the running bill(s) of contractor immediately after the accident. This amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act /other statutory requirement/ provisions of the Bidding Documents. In addition to above, in case of any accident during performance of work, contractor shall be responsible for (i) payment of medical expenses as per actual in case of injury and (ii) Payment of funeral expenses@ 15,000/- plus expenditure plus expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation. Further, compensation as decided by the labour commissioner/authority shall be payable by the contractor in case of any accidental death/ injury.

In case of death, contractor shall arrange to pay the compensation to the nominee of the labour. In case the labour is married, nominee shall be his/ her spouse. In case labour is unmarried, nominee shall be his/ her parents (either/ both of them).

The amount mentioned above shall be in addition to the compensation payable under the relevant provision of the Workmen's Compensation Act and rules framed thereunder or any other applicable laws as applicable from time to time. In case the Contractor does not pay it the above mentioned amount, such amount shall be recovered by POSOCO from any monies due or

becoming due to the contractor under the contract or any other on-going contract and passed on to the affected workman.

21.5.6 Failure to comply with rules for Employees Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female Employees shall make the Contractor liable to pay to the corporation as damages an amount as fixed by Engineer-in-charge for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting Officers as defined in the contractors Employees Regulation to these conditions shall be final and binding and deductions for recovery of such damages may be made from any amount payable to the Contractor.

21.6 THEFT/DAMAGE BY CONTRACTOR'S EMPLOYEES:

21.6.1 If the damage/theft is caused to the POSOCO asset/property/office equipment/ Tools and plants by the technicians/ fitters deployed by the contractor, than the contractor shall bear the cost of repair or replacement as per direction of Engineer-in-Charge.

21.6.2 Utmost care has to be taken in operation and maintenance of Fire fighting system equipments and its associated T&Ps/ materials including tools & tackles etc. Any loss or damage arising out of mishandling of the T&P/ materials, negligence and/ or because of carelessness or lack of knowledge of contractor's employees shall be to contractor's account. POSOCO shall be at liberty to recover such damages from the contractor out of outstanding dues, Contract performance guarantee or any other means available with the POSOCO.

21.7 CONDUCT & DISCIPLINE:

21.7.1 The employees deployed by the contractor shall not at any time do, cause or permit any nuisance in area of work in POSOCO office and/or actual work site or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee is found creating any nuisance then necessary action as deemed fit shall be taken by the Contractor, immediately on receipt of such information from the Engineer-in-charge of POSOCO or his authorised representative.

21.7.2 Contractor shall be responsible in case any of his employees or ex-employees creates unwanted situation unwanted shouting, raises slogans against anybody within the office premises or actual work site at any time during the currency of the Contract. This act shall be considered as breach of the Contract and shall be dealt with accordingly.

22. Rights of the Owner:

22.1 The Owner reserves to themselves for the right of accepting the whole or any part of the tender and Contractor shall be bound to perform the same at his quoted rates.

22.2 The Owner reserves the right to reject any offer in full or in part or to split the work among more than one contractor without assigning any reason thereof.

22.3 The Owner does not bind them to accept the lowest or any Tender or to give any reasons for their decision.

23. Risk and Cost:

During the period of contract, if the contractor fails to perform and / or rectify any defect pointed out to him the same shall be got done by POSOCO at the risk and cost of contractor and recovered from the Security Deposit or any other amount payable to the contractor.

24. ARBITRATION AND LAWS:

In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, the same shall be referred to the Sole Arbitrator or some other person as appointed by POSOCO, New Delhi. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

There will be no objection that the Arbitrator is a person who has dealt with the matters to which the contract relates and/or in the course of his duties he has expressed any view in any matters of dispute or differences. The award of the arbitrator shall be final and binding on the parties. Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of the contract. The Arbitrator shall give Reasonable Award with respect to the dispute referred to him by either of the parties.

25. Liability for Loss or Damage to Property

Any loss or damage to the equipment during carrying out maintenance activities shall be to the account of the contractor. The contractor shall be responsible for making good the damages or loss by way of repair and/or replacement of the equipment, damaged or lost.

26. Force Majeure:-

If this Contract during its continuance be prevented or delayed by reason of any War hostility, Acts of the public enemy, Civil commotion, National crisis, Sabotage, Fire, Flood, Earthquake, Lockout, Strike and any other Acts of God then provided notice of happening of such eventuality is given by the seller to the buyer within seven days from the date of its occurrence, neither party shall by reason of such eventuality be entitled to terminate the Contract and neither will the buyer have any claim as per clause 6.8 for damage for delay in performance. However if the work is suspended by force majeure condition lasting more than two months, the purchaser shall have the option of cancelling the Contract in whole or part thereof at his discretion.

27. Confidentiality

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of POSOCO, affiliates, business partners and /or customers. The bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived by virtue of execution of this contract in any form. The bidder must safeguard the confidentiality of POSOCO, applications and data. For this bidder and his employees are required to sign Non-disclosure agreement with POSOCO.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. POSOCO may apart from blacklisting the bidder, initiate legal action against the bidder for breach of trust. The bidder shall also not make any news release, public announcements or any other reference on the development or contract without obtaining prior written consent from the POSOCO.

28. Obligations of the Bidder

The Bidder shall, in accordance with the Contract, with due care and diligence, carry out the Works as per the scope of work defined in the Technical Specifications and within the specified Time. The Bidder shall also provide all necessary Bidders' equipment, superintendence, labour and all necessary facilities thereof.

The Bidder shall be deemed to have carefully examined the Bidding Documents, and to have satisfied himself to the nature and character of the Work to be executed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details.

The Bidder shall acquire all necessary permits, approvals and/or licences that are necessary for the performance of the Contract if not specifically excluded from the scope of this contract.

The Bidder shall comply with all laws in force in the Purchaser's country where Services are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Bidder. The Bidder shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Bidder or its personnel, including the Sub-suppliers and their personnel.



ANNEXURE-A

PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.
No.

Bank Guarantee

Date

To,

Power System Operation Corporation Ltd,
IFCI Tower, 7th, 8th and 9th floor,
Nehru Place
New Delhi - 110 019.

Dear Sirs,

In accordance with Invitation to Bid under your Specification No _____
M/s _____ having its Registered/ Head Office at _____
_____ (hereinafter called the 'Bidder') wish to participate in the said Bid
for _____ and you, as a special favour have agreed to accept an irrevocable
and unconditional Bank Guarantee for an amount of _____ valid upto _____ on behalf of
Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for
participation in the said Bid.

We, the _____ Bank at _____ (local address) having
our Head Office at _____ guarantee and undertake to pay
immediately on demand by Power Grid Corporation of India Limited the amount of

(in words & figures)

without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including _____ @ _____. If any
further extension of this guarantee is required, the same shall be extended to such required period (not
exceeding one year) on receiving instructions from M/s _____ on whose behalf
this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on
this _____ day of _____ 20____ at _____.



WITNESS:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.
Dated.....

@ This date shall be thirty (30) days after the last date for which the bid is valid.



ANNEXURE- B

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)**

(For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Purchaser]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide Notification of Award issued on (insert date of the notification of award)....by you to M/s
(Name of Supplier),

(OR)

signed on(insert date of the Contract)..... between you and M/s (Name of Supplier)
.....,

having its Principal place of business at(Address of Supplier) and Registered Office at
.....(Registered address of Supplier) ("the Supplier")
concerning (Indicate brief scope of work) for the complete execution of the
..... (insert name of Package alongwith name of the Project).....

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which
expression shall include its successors, administrators, executors and assigns) organized under the laws of
..... and having its Registered/Head Office at(insert address of registered office of the
bank)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the
Contract Price until thirty (30) days beyond the work completion Period i.e., upto and inclusive of
(dd/mm/yy).



We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until thirty (30) days beyond the work completion period, i.e., upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Purchaser shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.”



For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.

Unquote

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

NOTES:

- The amount of Bank Guarantee shall be ten per cent (10 %) of the Contract price.
- The date will be thirty (30) days after work completion period as specified in the Contract.
- The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

List of scheduled Commercial Indian Private Bank eligible for Bank Guarantee against Bid Security or Contract Performance Security:

Sl. No.	Bank Name
1	Development Credit Bank Limited
2	Federal Bank Limited
3	HDFC Bank Limited
4	IndusInd Bank Limited
5	Karnataka Bank Limited
6	Karur Vysya Bank Limited
7	Kotak Mahindra Bank Limited
8	Ratnakar Bank Limited
9	South Indian Bank Limited
10	Axis Bank Limited
11	Yes Bank Limited
12	ICICI Bank Limited

ANNEXURE-C

FORMAT OF AGREEMENT

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs.100/- PURCHASED IN THE NAME
OF CONTRACTOR)
“AGREEMENT”

This Agreement made this _____day of _____ between POWER SYSTEM OPERATION CORPORATION LIMITED (A Govt of India Undertaking), a Company incorporated under the Companies Act, 1956, having its registered office, B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110016 (hereinafter referred to as “Owner” or POSOCO which expression shall include its administrators, Company incorporated under the Companies Act, 1956) on the one part and _____ Having its registered office at _____(hereinafter referred to as the “Contractor” which expression shall include its administrations, successors, executors and permitted assigns) of the other part.

WHEREAS POSOCO desirous for “Engaging Agency for providing temporary manpower for Office Logistics, Data Entry & Allied services at NLDC/POSOCO office(s) located in Delhi”. as per its bid specification No _____.

AND WHEREAS _____had participated in the above referred bidding vide their _____Dated _____ and POSOCO awarded the contract to _____
dated _____on terms and conditions of documents referred to therein, which have been accepted by _____resulting into a “contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

1.0 : Article

1.1: Award of Contract

POSOCO has awarded the Contract to _____ for the work of _____ on the terms & conditions contained in its Letter of Award No. _____ dated _____ and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

Contd....P/2

:: 2 ::

2.0: CONTRACT DOCUMENTS: The Contract shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- i) POSOCO’s bidding Documents in respect of Specification No. _____ Issued vide tender id on CPPP (Central Public Procurement Portal) of NIC Tender ID No. _____ Dtd _____ Consisting of Terms & Conditions of Contract including all amendments.
- ii) POSOCO’s Technical Specification including Amendments issued vide Tender ID No. _____ Dtd _____
- iii) Contractor’s proposal Bid ID No. _____ dated _____ submitted by them.
- iv) POSOCO’s Letter of Award No _____ dated _____ duly accepted by CONTRACTOR.

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its “Proposal” but not agreed to specifically by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

3.0: Conditions & Covenants

3.1: The scope of Contract, consideration, terms of payment, taxes wherever applicable, insurance, liquidated damaged, performance Guarantee and all other terms and conditions are contained in POSOCO’s Letter of Award No _____ dtd _____ read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2: The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful completion of the subject work, unless otherwise specifically excluded in the specifications under “exclusions” or Letter of Award.

3.3 : Time Schedule : Time is the essence of the contract and schedules shall be strictly adhered to and Contractor shall perform the work in accordance with the agreed schedule as given in the LOA.

Contd.....P/3

:: 3 ::

3.4: Quality Plans:

3.4.1: The contractor is responsible for the proper execution of the quality plans enclosed in Bid document. The work beyond the customer's hold points will progress only with the owner's consent. The owner will also undertake quality surveillance and quality audit of the contractor/subcontractors works, systems and procedures and quality control activities. The contractor further agrees that any change in the quality plan will be made only with the owner's approval. The contractor shall also perform all quality control activities, inspection and tests agreed with the owner to demonstrate full compliance with the contract requirements.

3.4.2: The contractor also agrees to provide the owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of contractor's quality assurance systems.

3.4.3: It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

3.5: It is further agreed by the contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the performance or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal, arbitrator or any other authority.

3.6: This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

Contd .../4



::4::

4.0: SETTLEMENT OF DISPUTES:

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of settlement & arbitration as specified in clause No. 36.0 of the General Conditions of the Contract and the provisions of the Indian Arbitration & reconciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF the parties through their duly authorised representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Delhi.

WITNESS:

1..... (Owner’s Signature)

Printed Name

2. (Designation)

Company’s Stamp

1. (Contractor’s signature)

Printed name

2. (Designation)

Company’s stamp

---- End of Section-III (GCC) ---



पावर सिस्टम ऑपरेशन कॉर्पोरेशन लिमिटेड
POWER SYSTEM OPERATION CORPORATION LIMITED

केंद्रीय कार्यालय
CORPORATE CENTRE

61, IFCI Tower, 8th & 9th Floor, Nehru Place, New Delhi-110019.

SPECIAL CONDITION OF CONTRACT

For

NIT No. 22/2019

Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

SECTION - IV

DOC Reference No. : CC/C&M/HR/Manpower/2019	Issue Date: 02 December 2019
Prepared by: POSOCO, CC	Classification: Exclusive

(This document is meant for the exclusive purpose of Bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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1. Preamble

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

The bidder can submit their bids only after getting bidding documents, duly authenticated by Power System Operation Corporation Limited's executive issuing the documents.

2. SCOPE OF WORK

The work of "Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi" shall include operations for Electrical maintenance, Front Desk Management, and various services for upkeeping of office records and entry of data including helping services in day to day office activities in National Load Dispatch Centre at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 and Corporate office at IFCI building, 7th, 8th and 9th floor, Nehru Place New Delhi.

The Main Scope of Work is divided into following activities:

(A) FRONT DESK MANAGEMENT :

1. The Scope of Services to be provided by Front Desk Management shall include but not limited to the following :-
2. To escort VIPs to CMD office and Sr. officials. To look after management of 7th, 8th and 9th Floor Reception area etc.
3. To attend all the outside persons including telephone calls at reception at 9th floor of Corporate Centre IFCI Building Nehru Place, New Delhi office.
4. To maintain the visitor register and issuing visitor entry passes to the concerned and properly guiding them to meet the required persons in gentle and soft way
5. To control the telephone exchange EPABX during working hours from 9.00 A.M. to 05.30 P.M.
6. For any function to be organized by POSOCO within or outside the above office complex, the required services related to desk management may be provided within Delhi.
7. The person deployed for desk management should be fluent in speaking English and Hindi Language and preferably a smart female candidate with minimum qualification of graduation level.

(B) Electrical maintenance :

1. To operate and maintain the internal and external lighting of the building including replacement of Fuse, Light Fittings, damage Wires, Cables, Switches, providing New Points etc. and to ensure power supply to all Electrical System installed in the Building, the skilled services for Electrical works round the clock shall be required. Repair of all the electrical equipment in connection with supply of electricity is responsibility of contractor. However, spares/ material for electrical works (except tools) shall be provided by POSOCO. The

manpower deployed for these operations should have at least ITI Certification in Electrical trade with good knowledge of electrical works.

(C) Data Entry Services :

POSOCO is a knowledge-based organisation and handles data in large amounts and various information on a daily basis. This data is sensitive in nature and requires day-to-day upkeep of records in digital form as well as in hard copies. These services shall be required in various departments at the National Load Dispatch Centre, Katwaria Sarai, as well as the Corporate Centre, Nehru Place, New Delhi. The person deployed for these services should have a good knowledge of English/Hindi language with a minimum qualification of graduation level from a recognized university.

(D) Office Helping Services :

POSOCO is a 24x7 work environment and mission-critical activity where the Control Room is manned round the clock at B-9 Qutab Institutional Area, Katwaria Sarai, New Delhi-16. Besides this one Control Room at the National Power Monitoring Centre, at Sharam Shakti Bhawan, 1, Rafi Marg, New Delhi is also manned where services of office helpers are required in shifts during 8.00 a.m to 8.00 p.m and no extra charges for conveyance shall be paid. In the General Shift, services of office helpers are required from 9.00 a.m to 5.30 p.m with a lunch break of half an hour from 1.00 to 1.30 p.m. These services shall also be required in various departments at NLDC and the Corporate Centre, Nehru Place, New Delhi. These services also include taking out of photo copy print outs, manual delivery of papers and other logistic services etc. The persons deployed for these operations should have at least **Matriculate from a recognized board** having knowledge of English and Hindi. POSOCO has the liberty to increase/decrease the number of Operations/departments where services are to be given by the contractor.

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACTOR'S SUPERVISION AND SUBLETTING OF CONTRACT

The contractor shall either himself supervise the execution of works or shall appoint a competent agent approved by the Engr.-in-charge. If the contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own expense employ as his accredited agent an engineer/supervisor approved by the Engr.-in-charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engr.-in-charge, the Engr.-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed. **Contractor shall not sublet the contract or any portion of the contract without prior written approval of Engr.-in-charge.**

2. INSPECTION AND APPROVAL

The Engr.-in-charge or his representative shall have full powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

3. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

- 3.1 The representative of the Engineer-in-charge can inspect the works and to test and examine any materials to be used by employed workers in connection with the Works.
- 3.2 The Engineer-in-charge may from time to time in writing delegate to the representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities.
- 3.3 If the contractor shall be dissatisfied with any decision of representative of the Engineer-in-Charge, he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm reverse or vary such decision, if required to be done, after reviewing/examining the decision of his representatives.

4. REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor shall employ in and about the execution for works only such persons as are skilled and experienced in their trades and submit the list of Employees so employed and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge. Contractor is responsible to verify the credential of the employees employed on the work.

5. WORK DURING SATURDAYS AND HOLIDAYS:

In general the duties in general shift are from 9.00a.m. to 5.30p.m except shift duties. In view of five day working in a week in Delhi, generally the office is observed five days in a week. Due to visit of VIPs and other exigencies, operations may also be carried out on Saturdays and holidays also and the contractor will not deny to perform operation on Saturdays/holidays for which “ **no extra payment shall be made by POSOCO.**”

6. LEAVE :

- (i) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc. The contractor has to adhere these rules too if required during the course of contract and POSOCO will take care for the same.
- (ii) **Privilege Leave and Sick/casual leave:** The contractors/employers have to comply the provisions of leave and other welfare measures legally binding for engagement of workers in their establishment. However, a provision has been kept in BOQ for 15 days privilege leave and 12 days casual/sick leave per year as per Department of Social Welfare, Govt. of National Capital Territory, New Delhi vide their letter no. F10(115)/DSW/Admn-II/Misc-WO/2015/9695-9740 dated 5.7.2016. Cost reflexion, if any, due to change in this provision may also be included in service charges while quoting the same. If the contractor fails to provide paid leave, POSOCO has liberty to recover the amount on account of leave with penalties from the bills of contractor and the same will be disbursed directly to concern employee. The contractor has to provide substitute in place of his employee on leave otherwise the same will be treated as non-performance of operation.

7. INSTRUCTIONS AND NOTICES :

- 7.1 Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 7.2 All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by the registered post/Speed post to the last place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have delivered to him.

8. FORECLOSURE OF CONTRACT:

(IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK)

- 8.1 If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of

any profit or advantage which might have derived from the execution of works in full but which did not derive in consequence of the fore-closure of the whole or part of the works.

- 8.2 The Contractor shall be paid at Contract rates full amount for works executed and in addition a reasonable amount as certified by the Engineer-in-Charge for the items available at work place which could not be utilized on the work to the full extent.
- 8.3 The Contractor shall, as required by the Engineer-in-Charge furnish to him books of account, wage books, Muster roll, PF return, license with job on time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

9. TERMINATION OF CONTRACT FOR DEATH

If the Contractor is an individual or a proprietor concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Engineer-in-charge is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Engineer-in-charge shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Engineer-in-charge that the legal representative of the deceased Contractor or the surviving partners of the deceased Contractor or the surviving partners of the Contractor's cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

10. CANCELLATION OF CONTRACT IN FULL OR IN PART:

If the Contractor:

- a. at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- b. commits defaults in complying with any of the terms and conditions of Contract and does not do remedy to it or take effective steps to as directed by the Engineer-in-Charge; or
- c. fails to complete the items of work as per schedule attached and does not complete them within the period specified in a notice given to him in writing in that behalf by the Engineer-in-charge ;or
- d. being an individual, or if a firm any partner thereof, at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or takes any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be make purport so to do, or if any application be make

under any insolvency Act for the time being in force for the sequestration of this estate or if a trust deed be executed by him for benefit of his creditors; or

- e. being a company, passes resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager, or
- f. assigns, transfers, sublets (engagement of Employees on a piece work basis or of Employees with materials not be incorporated in the work, shall not be deemed to be subletting) or attempts to assigns, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-charge; the Engineer-in-charge may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as a whole or only such items of work in default from the Contract.

11. EXCESS EXPENDITURE:

Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

12. NUISANCE:

The contractor shall not at any time do, cause or permit any nuisance in area of work in POWERGRID offices or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee supervisor is found creating any nuisance then he shall be terminated by the contractor (after making his all payments and dues to him) on the specific recommendations of Engr.-in-charge.

13. CHANGES IN CONSTITUTION

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained it shall be considered as breach of Contract and shall be dealt according to provisions of the Contract.

14. RIDER'S CONVEYANCE CHARGES & SHIFT DUTY ALLOWANCE:

The contractor will provide services for delivery of packets in NLDC, NPMC and other places within NCR and when required as directed by Engineer Incharge or his representative. A lumpsum charges @ Rs. 150/- per trip has been taken in BOQ for entire period of contract. These charges alongwith contractor

profit/service charges shall be paid by POSOCO to contractor on monthly basis and the contractor has to pay @Rs. 150/- per trip (i.e. excluding service charges) to the contract employee with the salary as conveyance reimbursement who has perform the same. The contractor will submit his employees wise no. of trips duly verified from the POSOCO employees with the monthly bill and payment for the same shall be released accordingly.

Rs 50/- (Fifty) per night operation shall be paid extra by POSOCO to contractor which will be passed on by him to concern manpower who has performed in the night.

15. VARIATION IN REQUIREMENT OF DEPLOYED PERSONNEL

The services to be taken from contractor has been indicated in the bidding documents. However, number of department where services are to be provided by contractor may be increased or decreased depending upon the exigencies of the services required, giving seven days notice to agency. The agency shall have to provide any increased services for required duration. The payment for increased services shall be regulated proportionately as per BOQ in line with the specified payment terms and unit rates.

The overall limit of quantity variation in the contract shall be limited to $\pm 20\%$ of the contract price and there will not be any variation limit for individual items. However, the contract shall not have any right on this matter.

16. UNIFORM AND WASHING ALLOWANCE :

Contractor shall provide two Nos. summer uniforms (Terrycot), One No. full sleeve woolen jersey and one pair electrical Safety shoes every year along with washing allowance. For female employees two Sarees with blouse and one pair of safety sandals every year shall be provided by contractor. In addition to uniform for female employees one blazer/coat shall be provided to Receptionist by the contractor. Uniform shall be of a prescribed colour as decided by the Engineer in-charge with name of the agency displayed on the uniform for all the workmen deployed at site. In case of default in above provision, deduction shall be made @ Rs. 100/- per day per person from the running bills of the contractor. Contractor will issue I-Cards to his every employee as per standard format with current photograph and they will display in office during the course of duty.

Contractor will pay washing allowance @ 1% of minimum wages/month subject to minimum of Rs 200/- per month to his every employee.

17. OVERHEAD CHARGES :

Over head charges as shown in Analysis of rates for BOQ are to meet out expenses for workmen compensation policy, Medical Health check-up of every employ at least once in every six months and Police verification etc. of every employee once at the time of start of work/deployment of employee.

18. Registration as per Shops and Establishment Act :

The contractor should have a valid registration certificate under shops and establishment Act and will comply all the rules and regulations therein.

19. OBSERVANCE OF SA: 8000 STANDARDS:

The bidder shall be responsible for observance of SA 8000 standards. All the costs / expenses towards compliance of SA 8000 provisions (if any) shall be to the account of contractor. The contractor/agency/vendor shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000:2008 standards (latest Standard available at www.sa-intl.org). Some of the provisions under SA:8000:2008 Standards mentioned as under:-

- 19.1 **Child Labour :** No workers below the age of 14 shall be engaged under this contract.
- 19.2 **Forced Labour :** No forced labour, including prison or debt bondage labour; no lodging of deposits or identity papers by employers or outside recruiters.
- 19.3 **Health and Safety:**
Provide a safe and healthy work environment; take steps to prevent injuries; regular health and safety worker training; system to detect threats to health and safety' access to bath rooms and potable water.
- 19.4 **Freedom of Association and right to collective bargaining:**
Respect the right to form and join trade unions or associations and bargain collectively.
- 19.5 **Discrimination:** No discrimination based on race, caste or political affiliation, or age; no sexual harassment.
- 19.6 **Discipline:** No corporal punishment, mental or physical coercion or verbal abuse.
- 19.7 **Working Hours:**
Comply with the applicable law but, in any event, no more than 48 hours per week with at least one day off for every seven day period; voluntary overtime paid at a premium rate and not to exceed 12 hours per week on a regular basis; overtime may be mandatory if part of a collective bargaining agreement.
- 19.8 **Remuneration:**
Wages paid for standard work week must meet the legal and industry standards and be sufficient to meet the basic need of workers and their families; no disciplinary deductions

20. Environmental Management:

The bidder shall stand committed to comply all requirements of “Environmental management system” i.e., ISO 14001 (latest Standard available at www.iso.org) and maintain the necessary records.

----- End of Section-IV (SCC) ---

PROPOSAL

Bidder's Name and Address:

Bid Proposal Reference:

Dated:

Person to be contacted:

Designation:

Telephone No.:

Fax:

To
Power System Operation Corporation Limited
CC, 61, IFCI Tower, 7th, 8th & 9th Floor,
Nehru Place, New Delhi-110019.

Subject: Proposal for Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

Dear Sir(s),

1.0 We, the undersigned Bidder, have read and examined in detail the specification and documents of the package of **“Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi”** for supply of manpower for various functions in NLDC/POSOCO. In line with provisions of the Bidding Documents wherein the bid is to be submitted under “Single Stage Two Envelope” procedure of bidding. Accordingly, we hereby submit our Bid, in two envelopes i.e First Envelope (Technical Proposal) & Second envelope (Financial Proposal-to be opened subsequently)

2.0 PRICES AND VALIDITY

2.1 The **Service Charge** stated in the offer are on FIRM PRICE basis in line with the bidding documents and shall not be subject to any price adjustment whatsoever. The Service charge and other terms and conditions of this proposal are valid for a period of six (6) calendar months from the date of opening of the First Cover(Technical) bids. We further declare that the Service Charge stated in our proposal are in accordance with terms and conditions of bidding documents.

2.2 We have noted that the Indicative per day minimum wages of various staff is considering basic wages, VDA, PF, ESI, Bonus and Insurance is indicated in Bidding Documents. Further, we confirm that all other charges viz inter-alia including Third party insurance, Workmen Compensation Insurance Policy, Profit, overheads, cost towards recruitment to issue of offer, ID Card, joining formalities, deployment, uniform charges, washing allowance, safety shoes, cost incurred (if any) in meeting the statutory requirements whatsoever, etc

has been included in Service Charges. No additional charges shall be payable by POSOCO on account of variations on these account during currency of the contract. Irrespective of nos of temporary staffs engaged/ skill category/ job specification/ minimum wages of temporary staffs engaged, service charge quoted will remain unchanged during entire period of contract.

2.3 We further confirm that our prices are exclusive of GST. Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable has been taken into account by us while quoting the Service Charge. GST shall apply to the total monthly billable amount including Service Charge that will be reimbursed by POSOCO.

3.0 We hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

4.0 **BID GUARANTEE**

Original Bid Guarantee, in the form of

 (Please fill in alternative chosen)
 for a sum of

 (Amount in words & figures)

in ORIGINAL valid for a period of seven (7) calendar months from the date of opening of bids in accordance with the bidding documents, will be submitted in a separate envelope at NLDC, B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016 before the due date and time scheduled for opening of Bids First Cover(Technical Bid).

The details of Bid Guarantee are as per the following details :

Form of Bid Guarantee	Value of Bid Guarantee	Valid upto and Including

OR

Documentary evidence in support of exemption of Bid Security, is enclosed.

We have also ensured that the above bid guarantee furnished by us is in line with the bidding documents and complete in the following respects:

1. Value of non-judicial stamp paper, purchased in the name of executing bank, is as per Stamp Act.
2. Power of Attorney no. and date as well as signature and full name & designation of executant along with Bank's stamp.
3. Signature, full name, designation and address of witness.

4. Complete mailing address with Fax no. of the Head Office of the Bank is indicated.

5.0 DEVIATIONS

5.1 We declare that the works shall be performed strictly in accordance with the specifications and documents except for the variations and deviations, all of which have been detailed out exhaustively in the following schedules, irrespective of whatsoever has been stated to the contrary elsewhere in our Bid.

a) Deviations Schedule

5.2 We confirm that specified stipulation of the following Critical Clauses are acceptable to us and no deviations/exceptions are taken on any account whatsoever in the following Clause:

- a) Terms of Payment
- b) EMD/Bid Security/Bid Guarantee
- c) Contract Performance Guarantee
- d) Liquidated Damages/Deduction towards non-performance
- e) Price & Price Basis
- f) Validity of bid

Further, we understand that deviation taken in any of the above clauses by us may make our bid non-responsive as per provisions of bidding documents and be rejected by you.

6.0 QUALIFICATION DATA

6.1 We confirm having submitted the Qualification Data in line with provisions of Bidding Documents. In case you require any further information in this regard, we agree to furnish the same.

7.0 WORK SCHEDULE

If this Proposal is accepted by you, we agree to submit all the required data and shall provide services and complete entire work, in accordance with Bidding Documents.

8.0 CONTRACT PERFORMANCE GUARANTEE

We further agree that if our proposal is accepted we shall provide an irrevocable Contract Performance Guarantee, of value equivalent to ten percent (10%) of the Contract Price and valid up to 90 days beyond completion period in the form of (Please specify the form of Guarantee) in your favour and shall submit CPG within Fifteen (15) days from the date of issuance of Letter of Award.

Spec. No. : CC/CnM/HR/Manpower/2019/

9.0 INFORMATION REGARDING EX-EMPLOYEES OF POSOCO/ POWERGRID

We have furnished information regarding Ex-employees of POSOCO/POWERGRID who had retired/resigned at the level of General Manager and above from POSOCO/POWERGRID and subsequently have been employed by us.

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

11.0 We declare that the following has been allotted to us:

IGST No.: _____

PF No. : _____

ESI No.: _____

12.0 We, hereby, declare that only the persons or firms interested in this Bid as principals are named herein and that no other persons or firms other than those mentioned herein have any interest in this Bid or in the Contract to be entered into, if we are awarded the Contract, and that this proposal is made without any connection with any other persons, firm or party likewise submitting a Bid and that this Bid is in all respect for and in good faith, without collusion or fraud.

Dated this day of 20

Thanking you, we remain

Yours faithfully

Date : (Signature)

Place : (Printed Name)

(Designation)

(Common Seal)

Name and address of Principal Officer:

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

Find enclosed scanned copy of Bid Security/EMD in the form of Bank Guarantee/DD/_____ for a sum of INR _____ (Rupees _____ only) initially valid for a period of _____ months from the date set for opening of First Cover(Technical Bid).

OR

Find enclosed Documentary evidence in support of exemption of Bid Security, in separate envelope.

[Select whichever is applicable]

Further, the Original hard copy of above mentioned Bid Security/EMD, will be submitted in a separate envelope at NLDC, B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016 before the due date and time scheduled for opening of First Cover(Technical Bid).

Date_____

Signatures _____

Printed name_____

Place_____

Designation_____

Common Seal_____

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

Find enclosed power of attorney indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity

Date_____

Signatures _____

Printed name_____

Place_____

Designation_____

Common Seal_____

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

(Qualifying Requirements)

Bidder's Name & Address:

To,
GM (C&M),
CC, POSOCO
61, IFCI Tower, 7th, 8th & 9th Floor,
Nehru Place, New Delhi-110019

Dear Sirs,

In support of the Qualification Requirements (QR) for bidders, as stipulated in the Bidding Documents, we furnish herewith our QR data/details/documents etc., along with other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in Bidding Documents shall prevail):

1.0 General Information

S. No.	Particulars	
1.	Name of the Firm	
2.	Head Office/ Registered Office Address	
3.	Telephone/Mobile	
4.	Fax/E-mail	
5.	Contact Person	
6.	Place of Incorporation/ Registration	
7.	Year of Incorporation/ Registration	

2.0 Qualification of the bidder will be based on meeting pass/fail criteria specified in **Part-A** below regarding the technical experience and financial position

PART-A: MANDATORY REQUIREMENT

(I) TECHNICAL EXPERIENCE

(a) The Bidder should have successfully completed work of similar nature as a contractor during last seven years as on the originally scheduled date of bid opening:

i) One single work/project of a value of not less than 80% of cost estimate i.e. ₹ 199 Lacs.

OR

ii) Two works/projects, each of a value of not less than 60% of cost estimate i.e. ₹ 149 Lacs.

OR

iii) Three works/projects, each of a value of not less than 40% of cost estimate i.e. ₹ 100 Lacs.

(b) The registered office or one of the branch offices of bidder should be located either in Delhi or NCR.

Following documents shall be submitted by the bidder as evidence of above:

(i) Completion certificate from the client for the work, containing relevant information to conclusively establish that the bidder has completed the requisite work(s) as per the requirement specified above.

(ii) The copy of corresponding completed work order(s) shall also be submitted.

S. No.	Description	Response of Bidder
1	Has the bidder should have successfully executed as a prime contractor similar nature works of supply of manpower for "Office logistics or data entry or allied services" in Govt. or Semi Govt. or reputed private sector organization, during preceding five (5) years from the initially stipulated date of opening of QR bids	Yes/No
2	If Yes, the details of the contract executed <u>First Contract</u> Name of Contract: LOA No and date: Awarded by: Value: Contract commenced on: Contract Completed on: <u>Second Contract</u> Name of Contract: LOA No and date: Awarded by: Value: Contract commenced on: Contract Completed on:	

	<p><u>Third Contract</u></p> <p>Name of Contract:</p> <p>LOA No and date:</p> <p>Awarded by:</p> <p>Value:</p> <p>Contract commenced on:</p> <p>Contract Completed on:</p>	
3	Documentary evidence in support of above in the form of work orders, completion certificate enclosed	Yes/No
4	<p>Does the firm have registered office or one of the branch offices either in Delhi or NCR.</p> <p>Address of the Office in Delhi/NCR:</p> <p>Telephone No.:</p>	Yes/No
5	Documentary evidence in support of above in the form of property document/Agency registration certificate/ Telephone Bill/Electricity Bill enclosed	Yes/No

(II) FINANCIAL POSITION

- (a) *The minimum average annual turnover (MAAT) of the bidder for the best three (03) financial years out of the preceding five (05) financial years (i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19) shall be ₹ 187 Lakh.*
- (b) *In case bidder is a holding company, MAAT referred to in (a) above shall be of that holding company only (i.e. excluding its subsidiaries / group companies). In case bidder is a subsidiary of a holding company, MAAT referred to (a) above shall be of that subsidiary company only (i.e. excluding its holding company / other companies in the group).*
- (c) *Following documents shall be submitted by the bidder as evidence of above:*
- (i) *Audited balance sheet and Profit & Loss Account for the best three (03) financial years out of the preceding five (05) financial years (i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19). In case, the audited balance sheet for latest financial year is not available, a certificate from the Chartered Accountant on their letter head certifying the financial turnover for the latest financial year may be submitted.*
- (ii) *In case, the bidder is not covered under compulsory tax audit under the IT act for a particular financial year, a copy of acknowledgement of income tax return filed for the*

corresponding period should also be submitted along with either certificate from Chartered Accountant certifying the turn over or print out of Form 26AS.

S. No.	Annual Turnover	Value in Lakhs
1.	F.Y. 2014-15	
2.	F.Y. 2015-16	
3.	F.Y. 2016-17	
4.	F.Y. 2017-18	
5.	F.Y. 2018-19	

Documentary Evidence in the form of Audited Balance Sheet / Certificate from Chartered Accountant / Income Tax Return along with certificate from Chartered Accountant / Form 26AS enclosed: Yes / No

3.0 Following documents enclosed:

S. No.	Description	Response
1	Copy of PAN Card/ GST Registration	
2	Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable	
3	Undertaking on the letter head of the company pertaining to 'No dues' towards any Government Company/PSU/ govt,. Undertaking	
4	Undertaking on the letter head of the company stating that company is Not debarred or blacklisted from any Government Company/PSU/ govt,. Undertaking	

Date_____

Place_____

Signatures _____

Printed name _____

Designation _____

Common Seal _____

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

[Deviations along with their withdrawal price, if any]

The following are the deviations and variations from and exceptions to the terms and conditions of the documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and document.

Section/ Volume	Clause No./ Page No.	Deviations/ Variations/ Exceptions	Withdrawal Price
--------------------	-------------------------	--	---------------------

Date_____

Signatures_____

Printed name_____

Place_____

Designation_____

Common Seal_____

NOTE: (1) Deviations to critical provisions relating to EMD/Bid Security/ Bid Guarantee; Terms of Payment; Contract Performance Guarantee/Performance Security; Liquidated Damages/ Deduction towards non-performance; Price & Price Basis and Validity of Bid will be considered as non-responsive and bid will be rejected by the Employer.

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

Information regarding Ex - Employees of POSOCO/POWERGRID

Dear Sir,

We hereby furnish the details of ex - employees of POSOCO/POWERGRID who had retired / resigned at the level of General Manager and above from POSOCO/POWERGRID and subsequently have been employed by us.

S. No.	Name of the Person with designation in POSOCO/POWERGRID	Date of Retirement / Resignation from POSOCO/POWERGRID	Date of Joining
1			
2			
3			
4			
5			

Date_____

Place_____

Signatures _____

Printed name_____

Designation_____

Common Seal_____

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

Declaration regarding Social Accountability

Dear Sir,

We confirm that we stand committed to comply to all requirements of Social Accountability Standards i.e. SA8000 (latest Standard available at www.sa-intl.org) and maintain the necessary records.

Date_____

Place_____

Signatures _____

Printed name_____

Designation_____

Common Seal_____

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

Details of Banker

Name of Banker	
Address of Banker	
Account Number	
Line 1	
Line 2	
Line 3	
IFSC Code of the Bank	
MICR Code of the Bank	
Telephone No.	
Contact Number and Title	
Fax No.	
E-mail ID	

Date_____

Place_____

Signatures _____

Printed name _____

Designation _____

Common Seal _____

Name of Package: Engaging Agency for providing various service like Office helping, Data Entry & other Allied services at NLDC & CC POSOCO office(s) located in Delhi.

UNDERTAKING BY THE BIDDER

I, _____, on behalf of _____(Name of the Bidder) hereby declare that

- (a) I hereby accept all the Terms and Conditions mentioned in the Bidding Documents of POSOCO's Tender No. _____ unconditionally. We are aware that conditional bids if quoted shall be summarily rejected. (Acceptance of all the terms and conditions of the tender to be duly signed and enclosed with Undertaking)
- (b) We will comply with all the applicable/ prevailing statutory provisions, laws, acts and Government orders amended/notified during the period of agreement.
- (c) There is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Directors (in case of Company) or against the Bidder) on grounds of moral turpitude or for violation of any of the laws in force.
- (d) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.
- (e) No action of debaring/blacklisting of our company has been done by any of PSU or Public Authority.
- (f) We understand that, if the above declarations are found incorrect/ false, the present engagement would be terminated and we would be debarred from any further engagement by POSOCO.

Date_____

Place_____

Signatures _____

Printed name_____

Designation_____

Common Seal_____

BOQ for the work providing various services like Office Logistics, Data entry and other allied services at NLDC and POSOCO offices located in Delhi.

Breakup of Operation Rate

Sl. No.	Description	Minimum wages skilled/clarical Graduate	Amount Rs.	Minimum wages semi skilled/Matriculate	Amount Rs.	Market Rate for female Receptionist	Amount Rs
1	Minimum wage w.e.f. 01.4.2019	710	710.00	645	645.00	1000	1000.00
2	PF(12%), EDLI(0.5%) & Admin Charges(0.5%)= @ 13%		92.30		83.85		130.00
3	Bonus @ 8.33%		59.14		53.73		0.00
4	Uniform Charges & Washing Allowances @ 5%		35.50		32.25		50.00
5	ESI @ 3.25%		23.08		20.96		32.50
6	Overhead Charges @ 5%		35.50		32.25		50.00
7	Grand Total		955.52		868.04		1262.50
8	Charges for 27 days paid leave (Privilege+sick/casual leave) per year	955.52x27/312	82.69	868.04x27/312	75.12	1262.50x27/312	109.25
9	Total Rs per operation		1038.21		943.16		1371.75

Note;

- 1 The above rates are based on minimum wages of central sphere effective from 1st April 2019 for building operations.
- 2 Payment of bonus is not applicable for Min.Wages more than Rs . 21000/- per month.
- 3 As per Govt. of NCT New Delhi letter no. F10(115)/DSW/ADMN-II/MISC-WO/2015/9695-9740 dtd 05.7.2016 a provision for 15 days
- 4 Uniform charges are inclusive of cost of Uniform as defined in SCC and washing allowance @1% of minimum wages/month subject to
- 5 Overhead charges includes premium for workmen compensation policy, Periodical Health checkup and charges for police verification etc.