

Ref. No. NLDC/CnM/HR/2017/

To,
Open Tender

Sub: Tender Enquiry for Engaging Agency for providing temporary manpower for Office Logistics, Data Entry & Allied services at NLDC/POSOCO office(s) located in Delhi.

Dear Sir,

1.0 National Load Despatch Centre (NLDC), Power System Operation Corporation Limited(POSOCO), [A wholly owned Government of India company] henceforth "Owner", presently having its office at B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016, invites **online** Bids from reputed and qualified firms located in Delhi/NCR Region as per the details and other terms and conditions enumerated below.

2.0 **Bid details are as follows:**

- a) Instruction for On-line Bid submission
- b) Submission of Tender
- c) Qualifying Requirements
- d) Conditions of Contract
- e) Specifications and Other Terms/Conditions
- f) Bid Form and Attachments (First Envelope)
- g) BOQ (Second Envelope)

3.0 **Qualification of Manpower:**

Qualification for Office Helper/ Attendants: Matric

Qualification of Data Entry Operators: Graduate with Basic Knowledge of Computer

Qualification of Electrician: ITI Passed.

Qualification of Supervisor: Graduate with Basic Knowledge of Computer

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.

- 4.0 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 three consecutive 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 , based on which it can be ascertained that the bidder meets the Qualifying Requirements.
- 5.0 Bid documents can be downloaded from CPPP (Central Public Procurement Portal) of NIC, Government of India, website (<http://eprocure.gov.in/cppp/>).
- 6.0 Notwithstanding anything stated above, NLDC, 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.
- 7.0 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.
- 8.0 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.
- 9.0 In case any bidder wishes to seek any clarification related to tender documents, the same shall be entertained by POSOCO, 15 (Fifteen) days prior to date of opening of bids.
- 10.0 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.

- 11.0 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/>.
- 11.0 **Bidders (MSEs: Micro and Small Enterprises) registered with NSIC shall be exempted from submitting Earnest Money Deposit/Bid Guarantee to the extent of monetary ceiling specified as per the Enlistment certificate/Competency certificate issued by NSIC Exemption. The exemption shall be provided subject to submission of Valid NSIC certificate wherein validity of certificate, the item for which they are registered & monetary ceiling must be specified clearly. Otherwise, the same shall not be considered for exemption.**
- 12.0 **Online Bid Submission Process**
- 12.1 Online bids (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> as per Document Control Sheet.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.
- 12.6 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.
- 12.7 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

- 12.8 Ambiguous bids will be out rightly rejected.
- 12.9 NLDC, 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.
- 12.10 **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.**
- 12.11 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.
- 12.12 Any alteration/overwriting/cutting in the bid should be duly countersigned else it will be out rightly rejected.
- 12.13 Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 12.14 If any clarification is required, the same should be obtained before or during pre-bid meeting only (if held)
- 12.15 Bidder shall furnish a compliance statement (Point-wise) of the QR with the Technical Bid.
- 12.16 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 NLDC in the public domain. Competent Authority in NLDC, 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”.
- 13.0 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/NLDC. 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.

- 14.0 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.
- 15.0 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
- 16.0 Location: National Load Despatch Centre, B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016 or any other office of POSOCO/NLDC as intimated by Engineer-in-charge
- 17.0 ENGINEER-IN-CHARGE:
- For supervision & coordination of the above job DGM (HR) or his Authorized Representative(s) shall be the Engineer-In-Charge.
- 18.0 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.

19.0 Technical Evaluation Process of first part of Bid: NLDC, 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.

NLDC, 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 NLDC, POSOCO.

Any other relevant factors that NLDC 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.

NLDC 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.

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. NLDC, 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 or Nil 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 20/4/17 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 price of two or more bidders works out to be same, a committee shall assess the bidders financial capacity and capability and also their past experience of similar work. After assessment of parties, the contract will be awarded to the party found to be most resourceful/ experienced. Higher work experience

with POSOCO without any complaints shall be considered a criterion for selection of party is all other parameters found same or nearly same. However, the decision of POSOCO in the above regard will be final and no claim from any party will be entertained.

d) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of error, its bid will be rejected and the amount of Bid guarantee shall be 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 NLDC, despite qualifying in the First Part Bid and may not subsequently be made responsive by the Bidder by correction of the nonconformity. NLDC's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence

20.0 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.

21.0 The tenderer shall submit Original Earnest Money Deposit (EMD) of Rs. Rs.1,54,000/- [Rupees One Lac Fifty Four 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 B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016.

22.0 POSOCO does not bind them to accept the lowest or any bid or to give any reason for their decision.

23.0 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.

24.0 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.

25.0 This Notice of bid shall form a part of the Contract Document.

Yours Faithfully,

Asst. General Manager
(C&M)

Encl: As above

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> .

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.

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.

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.

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[B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016], 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.

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 (MSEs: Micro and Small Enterprises) registered with NSIC shall be exempted from submitting Earnest Money Deposit/Bid Guarantee to the extent of monetary ceiling specified as per the Enlistment certificate/Competency certificate issued by NSIC Exemption. The exemption shall be provided subject to submission of Valid NSIC certificate wherein validity of certificate, the item for which they are registered & monetary ceiling must be specified clearly. Otherwise, the same shall not be considered for exemption.

Submission of Tender

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.1,54,000/- [Rupees One Lac Fifty Four 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 AGM (CP & C&M) NLDC, Power System Operation Corporation Limited, B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai 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

(A) 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.

QUALIFYING REQUIREMENTS

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 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/Technical Bids, value not less than that specified below:

i) One year under single contract with annual value not less than Rs.61 Lac.

OR

ii) Two years under one or two contract (contract with period less than one year shall not be considered), with annual value not less than 46 Lac.

OR

iii) Three years under one or two or three contracts (contract with period less than one year shall not be considered) with annual value not less than 31Lac.

(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.

(II) FINANCIAL POSITION

(a) The minimum average annual turnover (MAAT) of the bidder for the best three (3) financial years out of the preceding five (5) financial years (i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17) shall be **Rs. 115 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 (3) financial years out of the preceding five (5) financial years (i.e. 2012-13, 2013-14, 2014-15, 2015-16 and 2016-17). 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.

PART-B: GENERAL

(a) Following document shall be submitted by the bidder :

- i) Copy of PAN Card/ GST Registration.
- ii) Copy of Partnership Deed/ Affidavit for Proprietorship/ Company MoA & AoA or Certificate of Incorporation, as applicable.
- iii) Undertaking on the letter head of the company pertaining to 'No dues' towards any Government Company/PUS/ govt,. Undertaking towards.
- iv) Undertaking on the letter head of the company stating that company is Not debarred or blacklisted from any Government Company/PSU/ govt,. Undertaking.

(b) POSOCO, reserves the right to relax/waive of minor deviations with respect to QR as stipulated above, the decision of POSOCO in this regard shall be final & binding on bidders.

(c) POSOCO reserves right to assess the capacity and capability of the bidder to successfully execute the contract, if felt necessary. This assessment may inter-alia include (i) document verification (ii) past experience and performance (iii) customer feedback (iv) bankers feedback (v) Litigation History.

Bill of Quantity (BOQ)

S. No.	Manpower & Designation	No. Required	Educational Qualification	Category for wages
1	Office Attendants (General Shift)	09	Matric	Semi-skilled
2	Office Attendants (On Shift Duty)	04	Matric	Semi-skilled
3	Data Entry Operator	17	Graduate with Basic knowledge of Computer	Skilled
4	Supervisor	01	Graduate with Basic knowledge of Computer	Highly Skilled
5	Electrician	01	ITI	Semi-skilled

Minimum Wages in Rupees per day as per order dated 20/4/17 issued by Office of the Chief Labour Commissioner, New Delhi

S. No.	Component	Skilled	Semi-skilled	Highly Skilled
1	Wages including VDA per day	653	593	710
2	PF@13.15%	86	78	94
3	ESI@4.75%	31	28	34
4	Bonus@8.33%	54	49	59
5	Charges for Insurance	100	100	100
	TOTAL	924	848	997

Manpower coming in shift duty will be paid extra allowance of Rs.40 per night shift.

In the course of discharging the official work, if the controlling officer/HOD in POSOCO instructs the deployed staff of contractor to travel locally (to the offices of CEA/CERC/MoP etc) an fixed amount of Rs. 150/- per trip/day will be paid towards such local travel.

CONDITIONS OF CONTRACT

1.0 **GENERAL:**

- 1.1 Power System Operation Corporation Limited incorporated under the Companies Act 1956, having its registered office at B-9, 1st Floor, Qutub Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter referred to as 'Owner/POSOCO')

- 2.0 **SCOPE OF WORK:** The proposed work is for deployment of manpower as per Scope of work and duration is for one year with a provision to extend for one more year on same terms and conditions.

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 NLDC/POSOCO. The persons deployed by the contractor in the NLDC/POSOCO for carrying out the work shall not have claims of whatsoever nature against NLDC/POSOCO. The persons deployed by the agency in NLDC/POSOCO shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the NLDC/POSOCO.

3.0 **VALIDITY OF BID:**

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

4.0 **PRICE BASIS:**

- 4.1 The Service charge is to be quoted as percentage of billable cost to company for the manpower deployed as per BoQ based on minimum wages. The minimum wages include basic rate, VDA, PF, ESI, Bonus and charges for insurance. Accordingly, all other charges 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 as stipulated in the bidding documents for the complete scope of work shall be included in the Service Charge.
- 4.2 **Bidder shall not include GST in their quoted Service charge.** However, Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the bidder while quoting the Service Charge. GST applicable shall be reimbursed against documentary evidence and submission of invoice in the form and manner prescribed under GST Act and rules. No claim on account of any taxes, duties or other levies (except GST) or any interest therein shall be entertained by POSOCO.

5.0 **BID GUARANTEE/ EARNEST MONEY DEPOSIT:**

- 5.1 Hard Copy of Earnest Money [EMD] as specified in the Tender Document shall be deposited in a separate sealed envelope before scheduled date and time for opening of Technical bid[First Cover] at AGM(CP & C&M), POSOCO, B-9, 1st

Floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016'. The sealed envelope shall be duly superscribed 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 considered as non-responsive.

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

- (a) Bankers Cheque/ Demand Draft in favour of POWER SYSTEM OPERATION CORPORATION LIMITED from a reputed commercial bank or a Financial institution i.e. IFCI, ICICI & IDBI.
- (b) Irrevocable Bank Guarantee from a reputed commercial bank or a Financial institution i.e. IFCI, ICICI & IDBI, acceptable to POSOCO [All Banks/Financial Institutions except Public sector Indian Banks, shall have overall corporate ratings or Long term Debit rating not less than A[-] [A minus] from reputed credit Contractor, valid and operative till 30 days after validity of tender [i.e 7 months from the date of opening of First Cover(Technical Bids)] in the format attached to this document.

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 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/ submit acknowledged copy of the LOA; or
- e] In the case of a successful bidder fails to submit the Contract performance Guarantee or
- f] If the work is not commenced after the work is awarded to a contractor.

5.3 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 90 days beyond completion period as per provision of Clause No. 19.0 of this document or deduction of full Security Deposit amount from Contractors' running bills and its certification by Engineer-in-charge.

6.0 INSTRUCTIONS FOR SUBMISSION OF OFFER :

6.1 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.

6.2 Bidder shall upload scanned 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.

7.0 **SUBMISSION AND OPENING OF BID:**

7.1 **Online bids** shall be received through CPP portal of NIC.

7.2 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.

7.3 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.

7.4 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 him of local conditions and other factors which may have bearing on the execution of the works.

7.5 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.

8.0 **EVALUATION AND COMPARISON OF BIDS :**

8.1 **Preliminary Examination of First Envelope bids/First Cover/Technical Bids**

8.1.1 POSOCO will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission/uploading of Bid within the stipulated deadline of the same prescribed by POSOCO, such bids shall be rejected during preliminary examination.

8.1.2 POSOCO 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 Deviation Schedule 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.

8.1.3 Prior to the detailed evaluation, POSOCO will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Deviation Schedule and/or in the Bid Form and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Owners's rights or the successful Bidder's obligations under the

contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

8.1.4 Bids containing deviations from critical provisions relating to EMD/Bid Security/Bid Guarantee; validity of bid; Terms of Payment; Contract Performance Guarantee/Performance Security; Liquidated Damages/Deduction towards non-performance and Price & Price Basis; will be considered as non-responsive.

8.1.5 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in Sub-Clause 8.1.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

- I. Bid Form.
- II. Deviations
- III. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to III above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III above).

8.1.6 If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owners's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

8.2 **Qualification**

8.2.1 The Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the **Qualification Requirement as specified in the Bidding Documents** to satisfactorily perform the contract. The Owner shall be the sole judge in this regard and the Owner's interpretation of the Qualification Requirement shall be final and binding.

8.2.2 The determination will take into account the Bidder's capabilities. It will be based upon an 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 inter-alia including assessment of bidder.

An affirmative determination will be a prerequisite for the Owner to evaluate the First Envelope/First Cover of the Bidder and open the Second Cover/Price Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

8.3 **Deviations:** It is taken that the bidder shall accept all the terms & conditions mentioned in bid documents without any deviation. **However, the bidder who**

may have to deviate from terms & conditions of contract will have to bring out all their deviations in the Statement of Deviations.

Deviations must be fully explained in this Statement of Deviations and the same should be stamped and signed by the Bidder. The last column of this statement should positively indicate the cost of withdrawing these conditions. These costs will be taken into considerations for purpose of evaluation. It may further be noted that in case of withdrawal of deviations maximum liability to the owner under the contract will not exceed the amount stipulated in the bid against respective deviation in the statement of deviation. **If there are no deviations the statement of deviation shall be returned as 'NIL' statement duly signed and stamped.**

Deviations mentioned or brought out elsewhere in the bid other than in the statement of deviation save for rebates will not be entertained and such offers which do not conform to the above requirements are liable to be rejected.

- 8.3 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 provisions.

9.0 Opening of Second Cover (Financial Proposal)

- 9.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to Clause 8. Such Bidders shall be intimated about the date and time for opening of Financial Proposal i.e., Second Envelope of the Bids by the Owner. A negative determination of the bids pursuant to Clause 8, shall be notified by the Owner to such Bidders and the Unopened Second Envelope and the bid security submitted by them shall be returned/archived.
- 9.2 The Owner will open Second Envelope i.e., Financial Proposal at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 8 above may view online tender opening on the portal from their end.

10.0 Evaluation of Second Envelope (Financial Proposal)/Second Cover

- 10.1 Bidder has to quote for the complete scope of the work. Bids for incomplete scope shall be shall be treated as incomplete and are liable to be rejected.
- 10.2 The Owner will examine the Price Part (**Second Envelope**) to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Specifications which have not been identified in the First Envelope are liable to be rejected.

- 10.3 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 or Nil 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 for manpower as per BoQ considering the minimum wages as per order dated 20/4/17 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.

- 10.3.1 In case it is found that final evaluated price of two or more bidders works out to be same, a committee shall assess the bidders financial capacity and capability and also their past experience of similar work. After assessment of parties, the contract will be awarded to the party found to be most resourceful/ experienced. Higher work experience with POSOCO without any complaints shall be considered a criterion for selection of party is all other parameters found same or nearly same. However, the decision of POSOCO in the above regard will be final and no claim from any party will be entertained.

- 10.3.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of error, its bid will be rejected and the amount of Bid guarantee shall be forfeited.

11.0 **Post Bid discussions:**

POSOCO, at its discretion, may hold Post bid discussions with the L1 bidder and all the major issues regarding deployment of minimum manpower, availability of statutory licenses, insurances etc. be tied up during Post bid discussions. The

schedule for deployment of manpower shall be finalized mutually during post bid discussions in line with minimum man days requirement for different category of manpower as defined in the Bidding Documents and contractor shall be bound for deployment of manpower as per finalized deployment schedule in Post bid discussions.

12.0 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 bid 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.

13.0 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 as defined in the Bidding Documents. 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 on mutual consent. However, this will be the sole prerogative of POSOCO and Contractor will have no right to ask for extension.

14.0 Terms of Payment:

- 14.1 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.
- 14.2 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.
- 14.3 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 21days of receipt of complete bills. Contractor shall release wages/Salary to its personnel deployed at POSOCO through ECS by 7th of the every month irrespective of the payment received by POSOCO. In case 7th day being a holiday wages should be paid on the preceding working day of the month.

- 14.4 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 account payee cheque/ ECS/ RTGS only and (iv) Challan/ receipt for deposit of PF, ESI and service tax 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 month, 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.

- 14.5 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.
- 14.6 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.
- 14.7 The contractor shall be paid service charges as percentage of total billable wages of actual manpower deployed in that particular month.
- 14.8 The % service charge rate shall remain **FIRM** during the entire period of contract.
- 14.9 In case POSOCO receives any complaint regarding non-payment of wages to manpower deployed/engaged for providing services to POSOCO, the amount so payable to these personnel shall be recovered from agency's bill/other dues and paid to such personnel.
- 14.10 The contractor should ensure that no other charges except statutory charges should be deducted from individual concerned. It shall further comply with all tax regulations as prevailing from time to time.

- 14.11 All payments made by POSOCO shall be after deduction of TDS as per the provisions of relevant Act. The contractor shall furnish to POSOCO lower rate of Tax deduction certificate from IT Department (if applicable) under clause 194-C or 194-J of IT Act.
- 14.12 In the course of discharging the official work, if the controlling officer/HOD in POSOCO instructs the deployed staff of contractor to travel locally (to the offices of CEA/CERC/MoP etc) an fixed amount of Rs. 150/- per trip/day will be paid towards such local travel. On completion of travel, the claim can be made through their controlling officer/HOD in POSOCO and submit the same to the Contractor. The contractor shall claim the same monthly as separate reimbursable bill. No service charge or tax or TDS shall be admissible on such payment.
- 14.13 **Over payments and Under payments :**
- 14.13.1 Wherever any claim for the payment of a sum of money to NLDC, POSOCO, arises out of or under this contract against the contractor the same may be deducted by NLDC, POSOCO, from any sum due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the company or from any other sum due to the contractor from POSOCO which may be available he shall pay the claim on demand.
- 14.13.2 NLDC, POSOCO reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. NLDC, POSOCO further reserves the right to enforce recovery of any over payment when detected.
- 14.13.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the Owner from the Contractor by any or all the methods prescribed above. If any underpayment is discovered the amount shall be duly paid to the Contractor by NLDC, POSOCO.
- 14.13.4 Provided that the aforesaid right of the company to adjust over payments against amounts due to the contractor under any other contract with the company shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under MINUS final bill is communicated to the contractor.
- 14.13.5 Any amount to the contractor under this contract for underpayment may be adjusted against any amount due or which may at any time there after become due before payment is made to the contractor, from him to the company on any other contract or account whatsoever.
- 14.13.6 NLDC, POSOCO, if at any time after acceptance of the tender, decides to abandon or reduce the scope of works for any reason whatsoever, the Engineer-in-charge shall intimate in writing to the contractor to that effect . The contractor shall have no claim to any payment or compensation or otherwise whatsoever on account of such foreclosure.

The contractor shall, if required by the Engineer-in-charge, furnish to him book of account, wage books, muster roll, PF return licence with job on time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under the above condition of foreclosure.

- 15.0 **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.

16.0 **Taxes and Duties**

- 16.1 GST shall be reimbursed by POSOCO against documentary evidence and submission of invoice in the form and manner prescribed under GST Act and rules.

- 16.2 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.

17.0 **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 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. Delhi government or Central Government whichever is higher, during the currency of contract, price variation will be paid every month. The contractor shall submit proof of revision of minimum wages and payment of wages as revised to workers for the preceding month for claiming this price variation amount.

18.0 **Quantity Variation**

The overall limit of quantity variation in the contract shall be upto (+/-) 33% of the contract price and there will not be any variation limit for individual items of the contract. Thus individual items may vary upto any extent.

19.0 **Security Deposit/Contract Performance Guarantee:**

- 19.1 As a security towards satisfactory performance of the contract, Security Deposit @ 10% shall be deducted from the Running Bills of the contractor until the amount so deducted equal the value of Security Deposit/ Contract performance guarantee (i.e. 10% of the contract value).

- 19.2 Alternately for entire Security Deposit (i.e. 10% of the contract value), contractor may furnish a contract performance guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support

compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A - (A minus) or equivalent by reputed rating Contractor in the format enclosed herewith at Annexure-B, in favor of the owner within 15 days from the date of LOA. The Contract Performance Guarantee must be irrevocable operative and valid till 90 days beyond completion of contract period.

- 19.3 POSOCO shall return the EMD to all the unsuccessful Tenderers. The amount of EMD in respect of successful tenderers where EMD is furnished as DD, FDR and Banker's cheque shall be retained and adjusted towards initial part of security deposit.
- 19.4 EMD submitted in the form of Bank Guarantee shall be released either on submission of Contract Performance Guarantee for full Security Deposit amount till completion of 90 days after completion of contract period or deduction of full Security Deposit amount from Contractors' running bills and its certification by Engineer-in-charge.
- 19.5 No interest shall be payable to the contractor against EMD and Security Deposit.
- 20.0 **Liquidated Damages/ Deduction towards non performance:**
- 20.1 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 @25% of the rate specified against such operations in the Contract (LOA). In case, it is found that any operation is not being done satisfactorily and up to the expectation of the Engineer-in-charge, the Contract or part thereof can be terminated by giving one month notice and Contractor shall not have any claim what so ever on this account.
- 20.2 In the event of failure of the Contractor to carry out the job as specified in the scope of work and Specifications, POSOCO shall have the power to get the work done through outside contractor at the risk and cost of the Contractor.
- 20.3 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 as per the contract (LOA). 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.
- 20.4 The Contractor shall retain all the documentary proof/papers deposited to the respective statutory bodies/Government departments, i.e., Employees State Insurance, Provident Fund and GST etc. All such documents/papers will necessarily be submitted within seven days by the contractor as and when they are requisitioned by POSOCO, failing which compensation of Rs. 100/- per day shall be deducted from the monthly bill/service charge.

- 20.5 In case of any delay in payment by the Contractor to any of its employee deployed in POSOCO beyond 3 working days, upon credit of payment towards wages/reimbursement POSOCO, liquidated damages of Rs. 250/- per day per employee shall be recovered from the contractor by POSOCO for each case of default.
- 20.6 The Contractor shall be responsible for any damages done to the property of POSOCO by the personnel so deployed by them. POSOCO shall be free to recover it from the security deposit given by the contractor or any other dues.
- 21.0 **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.
- 21.1 The contractual engagement in POSOCO shall cease to exist automatically at the end of such date as may be mentioned in requisition /LOA/work order of POSOCO or validity of the contract agreement whichever is earlier without any separate notice to the contractor/temporary staff.
- 21.2 POSOCO shall have the right to direct the contractor to withdraw the services of the temporary staff without any prior notice, if POSOCO is satisfied on Medical grounds that the candidates is unfit and is likely to continue to be unfit for reasons of ill health for the discharge of his/her duties. The decision of POSOCO shall be final and binding on the contractor.
- 21.3 If at any point of time POSOCO comes across any evidence/knowledge that the qualification, experience and any other particulars indicated in application/other forms/formats are not recognized/false/misleading and/or amounts to suppression of information/particulars which should have been brought to the notice to POSOCO/which makes the candidate unsuitable for engagement in POSOCO, the staffing contractor shall be informed to immediately remove such staff without notice and the contractor will have to comply with the same.
- 21.4 POSOCO through its officers having proper authority, shall have the right to direct the contractor to discontinue the engagement/removal/replacement of the person from POSOCO, without any prior notice with immediate effect, in case the staff/candidate is found to be prima-facie guilty of any in-subordination, intemperance, offences involving moral turpitude or other misconduct, participation in strikes/agitations/Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.
- 21.5 POSOCO or its unauthorized officers may direct the contractor to discontinue the engagement of any temporary staff engaged by the contractor by giving 30 days' notice to the contractor in writing at any time during such engagement without any cause assigned.

21.6 POSOCO reserves the right to order any person or the manpower deployed by the contractor in POSOCO to leave its premises if his/her presence at any time is felt undesirable. If any temporary staff deployed by the contractor indulges in theft, negligence, misconduct or any illegal activity, the contractor shall be responsible for the same and shall make good the loss suffered by POSOCO.

22.0 Statutory & Other Responsibilities of the Contractor

22.1 Deployment Of Manpower Under The Contract:

22.1.1 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.

22.1.2 Minimum manpower requirement: Manpower requirement category wise has been indicated in the BOQ/Bidding Documents.

22.1.3 For all intents and purpose the Contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in NLDC, POSOCO. The Person deployed by the agency in NLDC, POSOCO shall not have claims 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.

22.1.4 The Contractor shall exercise control/supervision of his employees in the day to day work. The Contractor shall deploy supervisor 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.

22.1.5 The Contractor shall maintain all the records such as Name, Father's name, Photograph, Age, Sex, Educational qualifications, present and permanent addresses along with 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 Owner 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) . Such certificate shall be submitted for each person deployed once in a year.

- 22.1.6 The contractor shall make arrangement to issue Identity cards to each of the manpower deployed, 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. Security Staff of POSOCO premises 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.
- 22.1.7 **Uniform: Decent Formal dress. Safety shoes (only for Electrician).**
- 22.1.8 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.
- 22.1.9 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 10% overheads charges to be payment made.
- 22.1.10 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.
- 22.1.11 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.
- 22.2 **Labour Law Provision**
- 22.2.1 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.
- 22.2.2 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 labours 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.

- 22.2.3 During continuance of the contract, the Contractor 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 the Owner at any point of time.
- 22.2.4 The Contractor shall keep the Owner/POSOCO indemnified in case any action is taken against the Owner 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.
- 22.2.5 If the Owner 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 Owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Owner 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.

22.3 Compliance with Labour Regulations

- 22.3.1 The contractor shall in respect of manpower 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. The Contractor shall have the sole discretion of employing and terminating the services etc. of their manpower. In case of termination of the services of the manpower, the contractor shall comply 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.
- 22.3.2 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 latest 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) 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 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 Owners 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 Owners) to the Engineer-in-charge of POSOCO.
 - vi) The Contractor 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.
 - iii) 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.
 - v) 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 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.
 - 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 in the presence of Engineer-in-charge or his authorised representative 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, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POSOCO.
 - ii) 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 Owners 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.
 - v) 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.
 - vi) 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.10,000/- per month or less. The bonus in case of employees getting Rs.3,500/- per month or above upto Rs.10,000/- per month shall be worked out by taking wages as Rs.3,500/- per month only. 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.
- 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) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- n) 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.

- o) 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.
- p) 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.
- q) 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.

22.3.3 Observance of SA: 8000 Standards: POSOCO is a socially accountable organisation and is committed to protecting the legal rights of workers engaged in its business. POSOCO is at present certified under the SA:8000:2008 Standards. Accordingly, POSOCO as well as the Contractors/Agencies/Vendors working for POSOCO are also bound to comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Contractor shall be responsible for observance of SA 8000 standards. A copy of the presently applicable SA:8000:2008 is attached herewith for reference. All the costs/ expenses towards compliance of SA 8000 provisions (if any) shall be to the account of contractor/bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. 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.

22.4 Insurance Under Workmen's Compensation Act And Other Liabilities:

- 22.4.1 Workmen compensation Insurance policy shall be taken by the contractor in the joint name with POSOCO as principal Owner and shall be project/ site specific. The cost to be incurred on workmen compensation insurance shall be considered to be included in the bid price (overhead charges/service charges quoted by the bidder).
- 22.4.2 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.

- 22.4.3 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.
- 22.4.4 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.
- 22.4.5 Insurance such as third party & workmen insurance, or any other insurance shall be arranged by the Contractor at his cost and expense.
- 22.4.6 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.
- 22.4.7 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Service charge.
- 22.4.8 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.
- 22.4.9 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.
- 22.5 **Safety Aspects/ Employees Welfare:**
- 22.5.1 Personal Protective Equipments (PPEs): Personal protective equipments (PPEs) shall be provided by POSOCO as per requirement of the work.
- 22.5.2 Contractor will take all safety measures and ensure that personal protective devices are being used by his workers at the time of work.
- 22.5.3 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.

22.5.4 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.

22.5.5 Compensation for death/ injury in case of accident: 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.

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.

22.5.6 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.

22.6 Theft/Damage By Contractor's Employees:

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

22.6.2 Utmost care has to be taken in operation and maintenance of Firefighting 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.

22.7 Conduct & discipline:

22.7.1 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.

- 22.7.2 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.

23.0 Rights of the Owner:

- 23.1 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.
- 23.2 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.
- 23.3 The Owner does not bind themselves to accept the lowest or any Tender or to give any reasons for their decision.

23.4 Risk and Cost:

- 23.4.1 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.

24.0 Arbitration And Laws :

Any dispute with regard to the meaning, effect or interpretation of any clause of this agreement or any matter connected therewith or arising out of this agreement shall be referred to the Sole Arbitrator. The sole arbitrator shall be ED[NLDC] POSOCO, New Delhi and proceedings shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modifications thereof. The venue of arbitration shall be at New Delhi. The award of the sole arbitrator shall be conclusive, final and binding on the parties. The court of New Delhi shall have exclusive jurisdiction in all matters arising under the contract, including execution of arbitration award under this clause. The cost of arbitration shall be borne by the parties to the disputes as may be decided by arbitrator.

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.

Bank Guarantee No.

Date

To,

Power System Operation Corporation Limited,
B-9, 1st Floor, Qutub Institutional Area,
Katwaria Sarai, New Delhi - 110 016.

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 System Operation Corporation 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.[i.e 7 months from the date of opening of Technical Bids(First Cover)]

1. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

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

Ref. _____ Bank Guarantee No. _____
Date _____

To,

Power System Operation Corporation Limited,
B-9, 1st Floor, Qutub Institutional Area,
Katwaria Sarai, New Delhi – 110 016.

Dear Sirs,

In consideration of the Power System Operation Corporation Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with its Registered/Head office at _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. _____ dated _____ and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No. _____, dated _____ valued at _____ for _____ scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ (%) _____ per cent) of the said value of the Contract to the Owner.

We _____
(Name & Address)

having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner on demand any and all monies payable by the Contractor to the extent of _____ as aforesaid at any _____ time _____ up to _____ ** _____ (days/month/year) without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/son whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____

WITNESS

.....
(Signature) (Signature)

.....
(Name) (Name)

.....
(Official Address) (Designation with Bank Stamp)

Attorney as per Power
of Attorney No.

Date

NOTES:

* This sum shall be ten per cent (10 %) of the Contract price.

- ** The date will be ninety (90) days after the completion period as specified in the Contract.
2. The stamp papers of appropriate value shall be purchased in the name of issuing Bank.

Details of PF/EPS/ESI contribution for the month of 20**(A) CONTRACTOR DETAILS:**

1. Name of Firm / Agency / Contractor :
2. Type of Contract :
3. Phone No. of the Contractor :
4. Postal Address of the contractor :
5. Labour license No. :
6. Validity period of Labour License :

(B) CONTRACT DETAILS:

7. Period of Contract : From To
8. Extension period of contract, if any : From..... To
9. Place where contract workmen are working :
10. Details of contract labour engaged by the contractor :

Category	No. of workers	Prevailing Min. Wages
Semi-Skilled		
Skilled		
Highly Skilled		
Total		

(C) EPF DETAILS:

11. EPF Code No. allotted by PF Office :
12. Address of PF office from where EPF Code No. has been allotted :
13. Details of remittance of contribution towards EPF:

EPF Challan No.	Amount	Date

(D) ESI DETAILS:

14. ESI Code No. allotted by ESIC Office :
15. Address of ESIC office from where ESI Code No. has been allotted :
16. Details of remittance of contribution towards ESI :

ESI Challan No.	Amount	Date

Social accountability 8000 Compliance

You shall comply with all the requirements of Social accountability 8000 Compliance (SA 8000:2001) as detailed below and maintain proper records in support thereof and shall provide the same for inspection as and when required by NRLDC (POSOCO).

1. **Child Labour:** Contractor/(You) shall not engage or permit use of child labour (person below the age of 14 years) in carrying out any work awarded by NRLDC (POSOCO). You shall also not expose children (person below the age of 14 years) or young contract labours (person below the age of 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.
2. **Forced Labour:** You shall not engage or permit use of forced labour nor shall personnel be required to lodge “deposits” or identity papers upon commencement of employment with you.
3. **Health and Safety:** You shall take requisite steps to prevent accidents and injury to health of your workmen arising out of associated with or occurring in the course of work by minimizing the causes of hazards inherent in the working environment. All the personnel protective equipments required as per nature of activity such as safety Helmets, Safety Belts and Gloves etc. shall be issued to all workmen.
4. **Discrimination:** You shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, origin, disability, gender, sexual orientation, union membership, political affiliation or age.
5. **Discipline:** You shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.
6. **Working Hours and Remuneration:** You shall comply with applicable laws and industry standards on working hours. The normal work week shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week. You shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

6. Also I / We have not been suspended / blacklisted by any PSU / Government Department / Financial Institution / Court.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

List of Eligible Scheduled Commercial Private Indian Banks for issuing Bank Guarantee

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

Specifications and Other Terms/Conditions

1.0 The contract will be initially for one year from the date of issue of LOA (or mutually agreed date of start of service mentioned in LOA). The period of the contract may be further extended beyond one Year for one more year on same terms & conditions, provided the requirement of Data Entry assistance/Electricians/Supervisor etc. persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Contractor.

The NLDC, POSOCO however, reserves right to terminate this initial contract at any time after giving one-week notice to the selected Contractor.

2.0 The Data Entry Operators/Electricians should have experience of working as Data Entry Operators/Electrician in reputed Public/Private Institutions/State Government Offices.

3.0 The contractor shall be liable to pay minimum wages as notified by the Central Govt. or State Govt. (whichever is higher) to the deployed personnel and comply with all labour laws. If any revision in minimum wages takes place after the award of contract, the increase in wages would be compensated by NLDC, POSOCO after submission of relevant documents by the contractor and certification by Engineer-in-charge. For this purpose, minimum wages at the time of contract would be taken as reference.

4.0 NLDC, POSOCO has five days working (i.e. Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of ½ hrs. from 1.00 PM to 1.30 PM. Besides this the Company observes the Gazetted Holidays notified by the Government of India from time to time. The Data Entry Operators/Supervisors/Helpers, however, may be required to attend the office as and when required on Sunday/Gazetted Holiday (on prior intimation) for which he/she will be paid additional wage on minimum wage basis. This is applicable for person coming in General Shift only.

The Control Room of NLDC functions on 24x7, 7 days a week, 365 days a year. Attendants on shift duty would be deployed in shift duties for which they will be paid allowance for night shift.

5.0 The Contractor shall furnish the following documents in respect of the manpower who will be deployed before the commencement of work.

(a) List of persons deployed:

- (b) Bio-Data of the persons:
 - (c) Attested copy of matriculation/10+2/Graduation/ Professional Certificate:
 - (d) Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - (e) Certification of verification of antecedents of persons by local Police authority.
 - (f) Identity Cards bearing photograph.
- 6.0 In case, the person employed by the Contractor commits any act that amounts to misconduct/ indiscipline/ incompetence, the successful Contractor will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by NLDC, POSOCO.
- 7.0 The Contractor shall replace immediately any of its personnel who is found unacceptable to NLDC & POSOCO, CC because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice.
- 8.0 The person deployed shall be required to report for duty at 9.00 AM to DGM (HR) or the assigned Head of Department of the assigned activity. He would not leave office before the allocated working hours. In case, person deployed is absent on a particular day or come late/leaves early on three occasions in a particular month, one-day wage shall be deducted and multiple thereof.
- 9.0 The agency shall depute a coordinator who would be responsible for immediate interaction with NLDC, POSOCO so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 10.0 The Contractor shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs. 500/- per day on the Contractor. There should be a minimum overlap period of 15 days if a substitute is being provided. There would be minimum one month notice period when a person is leaving the Job and the same has to be intimated to DGM (HR) at the earliest.
- 11.0 It will be the responsibility of the Contractor to meet transportation, food, medical, group insurance and any other requirements in respect of the persons deployed and NLDC, POSOCO will have no liability in this

regard.

- 12.0 The Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. NRLDC, POSOCO shall, in no way be responsible for settlement of such issues whatsoever.
- 13.0 The person deployed by the Contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of NRLDC, POSOCO during the currency or after expiry of the contract.
- 14.0 In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in NLDC, POSOCO.
- 15.0 In case, the Contractor fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof NRLDC, POSOCO is put to any loss/obligation, minority or otherwise, NRLDC, POSOCO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Contractor, to the extent of the loss or obligation in monetary terms.

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