

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**SELECTION OF AGENCY**  
**FOR**  
**PROVIDING VARIOUS PROFESSIONAL SUPPORT SERVICES; SUCH AS**  
**MANAGERIAL, PROJECT MANAGEMENT, ACCOUNTING &**  
**FINANCIAL, LEGAL, TECHNICAL, SECURITY SERVICES ETC.**  
**FOR**  
**PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB)**

**RFP NO. : PIDB/2017-18/...**

**\_\_\_\_\_ NOVEMBER, 2017**

**ONLINE TENDER**

**Issuing Authority**

**Punjab Infrastructure Development Board (PIDB)**

**SCO 33-34-35, Sector 34-A, Chandigarh**

**Tel: +91-0172-4381111, 2665417**

**Fax: +91-0172-2665596**

**Web site: [www.pidb.org](http://www.pidb.org)**

## Disclaimer

This RFP/ Tender Document is being issued by the Punjab Infrastructure Development Board (PIDB) (hereunder called “Authority”/”PIDB”) to the interested Parties for Selection of Agency for Providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. (“the Project”) for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) in Chandigarh. The information provided in this RFP or that may subsequently be provided to Bidder(s), whether verbally or in documentary form, by or on behalf of PIDB or any of its authorized employees shall be subject to the terms of this RFP.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by PIDB to any parties hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP includes statements, which reflect various assumptions and assessments arrived at by PIDB. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by PIDB are only indicative. Each Bidder should therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP herein, by PIDB] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of such assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. While the RFP has been prepared in good faith with due care and caution. PIDB involved in the preparation of the RFP do not accept any liability or responsibility for the accuracy, reasonableness or completeness of the information, or for any errors, omissions or mis-statements, negligent or otherwise. This RFP may not be appropriate for all persons. It is not possible for PIDB, to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PIDB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Bidder, therefore, should carefully examine and analyze the RFP and bring to the notice of PIDB any error, omission or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to PIDB, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the PIDB.

PIDB and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Bidder or its representative(s).

PIDB may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. The issue of this RFP does not imply that PIDB is bound to select and short-list pre-qualified Bids for Bid Stage or to appoint the Selected Bidder and PIDB reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.

PIDB reserves the right not to proceed with the tender or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid. No reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Bid.

## Punjab Infrastructure Development Board

Tender Schedule for Tender Notice (Online) No: PIDB/2017-18/

**Request for Proposal (RFP)/ Tender Document for Selection of Agency for providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. (“the Project”) for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB), Chandigarh invited with following schedule:**

1.	Availability of Tender Document/ RFP online on <a href="https://etender.punjabgovt.gov.in">https://etender.punjabgovt.gov.in</a> in addition to this it will also be uploaded on <a href="http://www.pidb.org.in">www.pidb.org.in</a>	<b>13.11.2017</b>
2.	Pre-bid meeting in PIDB office SCO 33-34-35, Sector-34A, Chandigarh, 160022	<b>21.11.2017 at 1100 Hrs.</b>
3.	Last date of submission of queries both hard copy and by E-mail: <a href="mailto:pidb.ashwani@gmail.com">pidb.ashwani@gmail.com/</a> <a href="mailto:pidbacfa@gmail.com">pidbacfa@gmail.com</a>	<b>21.11.2017 at 1700 Hrs.</b>
4.	Response to Pre-Bid Queries and issue of relevant corrigendums or addendums  <b>(Format for querries is at Appendix-13)</b>	The PIDB will endeavor to provide timely response to all queries. However, PIDB makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does PIDB undertake to answer all the queries that have been posed by the Bidders. At any time prior to the last date for receipt of Bids, PIDB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through corrigendum or addendum. The Corrigendum and addendum (if any) & clarifications to the queries from all Bidders will be posted only on the Website. No separate communication shall be sent to any prospective Bidder. Any such corrigendum and addendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum and addendum into account, PIDB may, at its discretion, extend the last date for the submission of Bids.
4.	Last date of downloading the Tender Document/ RFP	<b>08.12.2017 till 1100 Hrs.</b>
5.	Last date and time for online submission	<b>08.12.2017 till 1400 Hrs.</b>
7.	Last date for Hard copy submission (both Technical and Financial bid)	<b>08.12.2017 till 1500 Hrs.</b>
8.	Technical Bid opening in PIDB office SCO 33-34-35, Sector-34A, Chandigarh, 160022	<b>08.12.2017 at 1530 Hrs.</b>
9.	Financial Bid opening in PIDB office	<b>To be intimated later on.</b>

*Note: In case a Central/ State holiday is declared on any day, the event will be held on the next working day at the same time and same venue.*

- RFP/Tender & Processing Fee: Rs 2,000/-(Two Thousand Only) to be deposited through e-payment mode (RTGS/NEFT/Credit Card/Debit card) on e-tender website. For RTGS/NEFT/Credit card/Debit card, the bidder has to submit the copy of Challan (Non-refundable).
- Earnest Money Deposit (EMD): Rs 1,50,000/-(One Lac and Fifty thousand only) to be deposited through e-payment mode (RTGS/NEFT) on e-tender website. For RTGS/NEFT the bidder has to submit the copy of Challan.
- Bidders, at their own cost, are requested to procure Class 3 Digital Signatures to access the e-tender website. This will enable the bidder to download and upload the bid documents. Complete Process has been defined on the e-tender website
- Punjab Infrastructure Development Board reserves the right to accept or reject any or all the applications to be received without assigning any reasons thereof.

Authorized Signatory  
Punjab Infrastructure Development Board

**Punjab Infrastructure Development Board**  
**DNIT for Tender (Online) No: PIDB/2017-18/...**

**PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB)**

SCO 33-34-35, Sector 34-A, Chandigarh  
Tel: +91-0172-4381111, 2665395 Fax: +91-0172-2665596  
E-mail: pidb.ashwani@gmail.com, pidbacfa@gmail.com

**SHORT TERM NOTICE INVITING E-TENDER**  
***Selection of Agency for Providing Various Professional Support Services***

PIDB invites tenders from reputed Companies incorporated under the Companies Act, 1956 or the Partnership Act, 1932 or Limited Partnership Act 2008 through e-Tendering method. The bidding schedule is as follows:

1.	Availability of Tender Document online	13.11.2017
2.	Pre-bid meeting in PIDB office	21.11.2017 at 1100 Hrs
3.	Last date of submission of queries both hard copy and by e-mail as given above	21.11.2017 at 1700 Hrs.
4.	Last date of downloading the Tender Document	08.12.2017 till 1100 Hrs.
5.	Last date and time for online submission	08.12.2017 till 1400 Hrs.
7.	Last date for Hard copy submission (both technical and financial bid)	08.12.2017 till 1500 Hrs.
8.	Technical Bid opening in PIDB office	08.12.2017 at 1530 Hrs.
9.	Financial Bid opening in PIDB office	To be intimated later on.

For detail terms & conditions, bidders may please refer to the Tender Document available at e-Tender website: [www.etender.punjab.govt.gov.in](http://www.etender.punjab.govt.gov.in) and [www.pidb.org](http://www.pidb.org). The Bidders with Class-III digital signatures shall have to get themselves registered with e-tender website: [www.etender.punjab.govt.gov.in](http://www.etender.punjab.govt.gov.in) Class-III Digital Signatures with Signing and Encrypting Authority are mandatory for participation. For clarifications on e-tendering, please contact E-procurement Helpdesk on 0172-5035985, 09257209340, 08054628821. For any clarifications please contact PIDB at Tel: +91-0172-4381111, 2665395. The bidder shall continue to visit [www.etender.punjab.govt.gov.in](http://www.etender.punjab.govt.gov.in) or [www.pidb.org](http://www.pidb.org) for further information, corrigendum, addendum, replies to queries and other details on regular basis. PIDB reserves the right to accept or reject any bid or to annul the re-bidding process at any time, without incurring any liability and without assigning any reason thereof.

**Managing Director, PIDB**

## Punjab Infrastructure Development Board

Tender Notice no. PIDB/2017-18/....

**REQUEST FOR PROPOSAL (RFP)/ TENDER DOCUMENT FOR SELECTION OF AGENCY FOR PROVIDING VARIOUS PROFESSIONAL SUPPORT SERVICES SUCH AS MANAGERIAL, PROJECT MANAGEMENT, ACCOUNTING & FINANCIAL, LEGAL, TECHNICAL, SECRETARIAL, SECURITY SERVICES ETC. FOR PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) IN CHANDIGARH.**

Tender Notice No.	PIDB/2017-18/....
Organization Name	Punjab Infrastructure Development Board (PIDB)
Name of Work/ Project	Selection of Agency for Providing Manpower for various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. ("the Project") for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) in Chandigarh
<b>Tender Type</b>	<b>E-tender and submission of Technical and Financial Bid through online mode and physical submission</b>
Type of Contract	SERVICE CONTRACT
Bidding Currency	Single- Indian National Rupees.
Consortium	Not Allowed
General Terms & Conditions	<p>The Payment for RFP Document fees to be submitted online before the due date. This should be as specified and it should be drawn before last date of the uploading of the tender. Bidders shall have to submit the following documents:</p> <ul style="list-style-type: none"><li>(a) The technical &amp; financial bids are to be submitted online and physical submission on or before due date along with supporting documents and relevant annexures</li><li>(b) Proof of Fee payment etc.</li><li>(c) Documents have to be submitted online only in the accepted format as per the e-tender portal</li></ul> <p><b>Downloading of RFP Document :</b> The tender document for this work is available only in electronic format which can be downloaded from PIDB and Punjab Government e-tender websites.</p> <p><b>Submission of Bid:</b> Bidder shall submit their bids through online on e-tender website and in physical submission as per the schedule. RFP document Fee and EMD to be paid through online mode. Proof of same has to be submitted in physical submission.</p> <p><b>Cover letter and other relevant documents shall be addressed to Managing Director, Punjab Infrastructure Development Board, SCO, 33-34-35, Sector-34A, Chandigarh, 160022 Punjab.</b></p> <p><b>Opening of Bid:-</b></p>



	<p>The technical bid shall be opened 1530 Hrs 08<sup>th</sup> December, 2017 at the <b>PIDB office, SCO 33-34-35, Sector 34-A, Chandigarh, 160022.</b></p> <p>Opening of Financial Bid shall be as per the RFP conditions and Date of opening of Financial Bid shall be intimated later on. Bidders who wish to remain present at Punjab Infrastructure Development Board (PIDB) at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Downloading of RFP online	On line through e-tender website <a href="http://www.etender.punjabgovt.gov.in">www.etender.punjabgovt.gov.in</a> or <a href="http://www.pidb.org">www.pidb.org</a>
Contact Details	<p>For clarifications on –</p> <p>(i) RFP/Tender document: Ph. No. +91-0172-4381111, 2665395 E-mail: <a href="mailto:pidb.ashwani@gmail.com">pidb.ashwani@gmail.com</a> , <a href="mailto:pidbacfa@gmail.com">pidbacfa@gmail.com</a></p> <p>(ii) e-tendering E-procurement Helpdesk on 0172-5035985, 09257209340, 08146699896, 08054628821 e-mail ID: <a href="mailto:etenderhelpdesk.pictc@gmail.com">etenderhelpdesk.pictc@gmail.com</a> Office Address: Punjab Infotech, (e-Procurement Helpdesk), SCO 101, 2<sup>nd</sup> Floor, Sector 47C, Chandigarh.</p>
Contact Address	<b>PIDB, SCO, 33-34-35, Sector 34-A, Chandigarh, 160022</b>
Method of Selection	Least cost basis

Authorized Signatory  
Punjab Infrastructure Development Board

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### PREAMBLE

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Punjab Infrastructure Development Board (PIDB) invites e-Tender for selection of Agency for providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. (“the Project”) for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) in Chandigarh

The Bids shall be prepared in English and all entries must be typed and written in blue / black ink. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Bids. Over-writing of figures in Financial Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid.

PIDB shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits. PIDB reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The qualified bidders would be selected based on the criteria herein mentioned. Only the Financial bids of qualified bidders would be opened. The date of opening of Financial Bids will be communicated to qualified bidders at a later date.

## **A. INTERPRETATION**

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In the interpretation of this RFP, unless the context otherwise requires:

The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

A reference to any gender includes the other gender;

Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annexure, Appendix, Exhibit, Attachment, Schedule, Bid Summary or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Appendix, Exhibit, Attachment, Schedule, Bid Summary or Recital of this Tender.

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified,

supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;

The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

Any reference to a person shall include such person’s successors and permitted assignees;

A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;

Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender ;

A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.

The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article.

The terms "Article", "Clause", “Paragraph”, ”Section” ,“Appendix,” and “Appendices” mean and refer to the Article, Clause, Section, Paragraph and Schedule of this Tender so specified;

## **B. BID SUMMARY**

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<b>Sr. No.</b>	<b>Key Information</b>	<b>Details</b>
1.	PIDB Background	Punjab has envisioned overall industrial and economic growth through development of world-class infrastructure in the State. To achieve this objective a strong legal and institutional framework has been put in place through creation of Punjab Infrastructure Development Board (PIDB).
2.	RFP/ Tender Document	Selection of Agency for providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. (“the Project”) for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) in Chandigarh  The RFP document is hosted online and can be downloaded from website: <a href="http://etender.punjabgovt.gov.in">http://etender.punjabgovt.gov.in</a> or <a href="http://www.pidb.org">www.pidb.org</a> . The Bid shall be submitted through online mode and hard copy submission on or before

Sr. No.	Key Information	Details
		due date.
3.	Authority	Punjab Infrastructure Development Board (PIDB)
4.	Nature and Scope of Services	Scope of Services are attached at Annexure A.
5.	Contract Period	The terms of the Agreement/Contract Period shall be 3 (three) years from the date of signing the contract. This contract may be extended further upon mutually acceptable terms & conditions subject to the satisfactory performance of the Service Provider Company by the Authority and at the sole discretion of the Authority.
6.	Eligibility and Qualification Criteria	<p><b>a)</b> Indian companies incorporated under the Companies Act, 1956 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008. <b><i>The Incorporation Certificate (Self-attested) has to be submitted.</i></b></p> <p><b>b)</b> Agency should have atleast one office in any one city; Chandigarh/ Panchkula/ Mohali/ Zirakpur.</p> <p><b>c)</b> Agency should have been in existence for minimum of 5 yrs. <b><i>Documentary proof shall also be attached with the Bid.</i></b></p> <p><b>d)</b> Sub-contracting shall not be permitted.</p> <p><b>e)</b> Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India / Govt. of Punjab / other State Govt. / Govt. Agencies for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason.</p> <p><b>f)</b> Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on Bid Submission Date.</p> <p><b>g)</b> Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid , would not be eligible to submit a Bid either by itself or through its Associate. Any undertaking in this regard be submitted by the bidders. The undertaking certificate should also be included in the list of documents required under the submission of bid documents (para 8 of the RFP).</p> <p><b>h)</b> The bidder should have been registered with the concerned Govt.</p>

Sr. No.	Key Information	Details
		<p>Authorities but not limited to Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and <b>a copy of the registration with respective Authorities as well as code number should be submitted</b></p> <p><b>i) Financial Qualification</b>  The Bidder shall have average annual turnover of Rs. 3.00 cr. in any three financial years from last five financial years ending March 2017 from activities related to supply of manpower only.</p> <p>The Bidder shall be required to submit Statutory Auditor's certificate / Registered Chartered Accountant's certificate duly signed and stamped by the statutory auditor/reputed chartered accountancy firm.</p> <p><b>j) Technical Qualification</b>  For purpose of meeting Technical qualifications, the Bidder should possess the experience of the following Eligible Projects.  Eligible projects means the projects in which the bidder had provided the services of supply of manpower.  The bidder should have minimum experience of 5 years in providing satisfactory services to at least 10 different Organisations out of which at least 5 such entities should be under the Govt. of Punjab/ Other Government Departments/ Undertakings located in the State of Punjab and Tricity. The bidder should have good performance record.  <i>(Enclose xerox copies of Client Contracts and Good Performance Certificates recently issued by their authorized signatories)</i></p> <p>The bidder should have at least 200 employees on its payroll on the date of submitting the tender, out of which minimum 20 (twenty) employees must have been deployed at a single client organization.  <i>(Enclose xerox copies of the latest payroll of the company along with the other additional relevant supporting documents such as Appointment Letters/ Employment Contracts/ Salary Slips/ Client Contracts etc. showing the number of employees under different categories.)</i></p> <p><b>k)</b> The Bidder shall be required to submit supporting evidences by way of client certificate.</p> <p><b>l)</b> The agency should have to produce certificates for GST registration, PF and ESI. A copy of PAN No and Income Tax returns for last three financial years are also need to be submitted.</p> <p><b>m)</b> The agency should also submit undertaking for no default on Statutory Payments till last quarter from the bid due date. CA certificates for no statutory liability pending shall also be submitted till last quarter from the bid due date.</p>

Sr. No.	Key Information	Details
		<p><i>n)</i> Certificate of private security agencies registered under the Private Security Agencies (Regulation) Act 2005.</p>
7.	Fraud and Corrupt Practice	<p>a) All the Bidders must observe the highest standards of ethics during the process of selection of service operator and during the performance and execution of Contract. Notwithstanding anything to the contrary contained herein, the PIDB may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.</p> <p>b) Without prejudice to the rights of the PIDB hereinabove, if a Bidder is found by the PIDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the PIDB during a period of 2 (two) years from the date such Bidder is found by the PIDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.</p> <p>c) For this purpose, definitions of the terms are set forth as follows:</p> <p>i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Board or its personnel in contract executions.</p> <p>ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal Financials at artificially high or non-competitive levels and to deprive the Board of the benefits of free and open competition.</p> <p>iii. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work given in RFP.</p>

Sr. No.	Key Information	Details												
		<p>iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.</p> <p>d) PIDB will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.</p> <p>e) PIDB will declare a Bidder ineligible, either indefinitely or for a stated period of time, for award of the Project, if Bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.</p> <p>f) The Bidder will not engage or retain any consultant/individual to facilitate or lobby for award of contract. Canvassing by its agent(s) for getting the Contract awarded will be construed as corrupt practice.</p>												
8.	<b>Submission of Bid Documents</b>	<p>1) The Bidder shall submit the technical and financial bid along with RFP fee and EMD on Punjab Govt. E-tender website. A hard copy of the bid is also required to be submitted.</p> <p><b>Envelope 1 – “Selection of Agency for providing various Professional Support Services such as Managerial, Project Management, Accounting &amp; Financial, Legal, Technical, Secretarial, Security Services etc. for PIDB”</b></p> <p><b>Envelope 1 shall comprise of following documents:</b></p> <ol style="list-style-type: none"> <li>1. Proof of Submission of RFP/Tender Fee</li> <li>2. Proof of submission of Bid Security/EMD</li> </ol> <p><b>Envelope 2 - “Technical Bid for “Selection of Agency for providing various Professional Support Services such as Managerial, Project Management, Accounting &amp; Financial, Legal, Technical, Secretarial, Security Services etc. for PIDB”</b></p> <p>Technical Bid shall comprise of following documents given in the Table below:</p> <table border="1" data-bbox="568 1760 1452 2009"> <thead> <tr> <th data-bbox="568 1760 719 1827">Appendix No.</th> <th data-bbox="719 1760 1452 1827">Particulars</th> </tr> </thead> <tbody> <tr> <td data-bbox="568 1827 719 1872">1.</td> <td data-bbox="719 1827 1452 1872">Forwarding Letter</td> </tr> <tr> <td data-bbox="568 1872 719 1906">2.</td> <td data-bbox="719 1872 1452 1906">General Information of Bidder</td> </tr> <tr> <td data-bbox="568 1906 719 1939">3.</td> <td data-bbox="719 1906 1452 1939">Financial Capability Statement</td> </tr> <tr> <td data-bbox="568 1939 719 1973">4.</td> <td data-bbox="719 1939 1452 1973">Performance Statement/Client Certificate</td> </tr> <tr> <td data-bbox="568 1973 719 2009">5.</td> <td data-bbox="719 1973 1452 2009">No Blacklisting Certificate</td> </tr> </tbody> </table>	Appendix No.	Particulars	1.	Forwarding Letter	2.	General Information of Bidder	3.	Financial Capability Statement	4.	Performance Statement/Client Certificate	5.	No Blacklisting Certificate
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9.	Award Criteria	<p>a) The Bidder quoting the lowest Management Fee shall be declared as the L1 or Preferred Bidder provided such fee shall not be Non responsive in terms of unrealistically lower or higher than internal estimate or market rate or Good Industry Practice. The Bidder whose quote found to be non responsive shall be liable for rejection.</p> <p>b) In case Lowest Bidder's Financial bid determines to be non responsive then second Lowest Bidder's Financial Bid shall be considered for evaluation of its responsiveness as stated in sub clause (a) above. In case second Lowest Bidder's Financial Bid is found to be responsive as per sub clause (a) hereof then it shall</p>																			

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		<p>be considered Lowest for process of Award.</p> <p>c) In such case, the Second lowest Bidder may be called for discussion to know if he is agreeing to provide the services at the Financial quoted, and it does, it shall be considered the second preferred bidder for appointment. If the Financial bid of Second Lowest Bidder found to be non responsive, Authority may ask the Third Lowest Bidder to provide the services at the Financial quoted.</p> <p>d) The indicative time frame for implementation or execution of is given below:</p> <table border="1" data-bbox="566 645 1449 1339"> <thead> <tr> <th></th> <th>Description</th> <th>Time for completion</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Proposal due date</td> <td>08.12.2017</td> </tr> <tr> <td>2</td> <td>Issuance of Letter of Award (LOA)</td> <td>As decided by PIDB</td> </tr> <tr> <td>3</td> <td>Acceptance of LOA</td> <td>Within 5 days from the date of issuance of LOA</td> </tr> <tr> <td>4</td> <td>Submission of Performance Security</td> <td>Within 10 days from the date of issuance of LOA</td> </tr> <tr> <td>5</td> <td>Signing of Agreement</td> <td>On mutually agreed date between PIDB and the Service Provider Company.</td> </tr> <tr> <td>6</td> <td>Branch wise deployment plan</td> <td>Will be decided by PIDB</td> </tr> <tr> <td>7</td> <td>Commencement of Operation(COD)</td> <td>Will be decided by PIDB</td> </tr> <tr> <td>8</td> <td>End of contract</td> <td>Three years from the date of signing the Contract Agreement.</td> </tr> <tr> <td>9</td> <td>Extension(if any)</td> <td>Will be decided by PIDB or can be extended on mutually decided terms &amp; conditions subject to satisfactory performance of the Service Provider Company.</td> </tr> </tbody> </table>		Description	Time for completion	1	Proposal due date	08.12.2017	2	Issuance of Letter of Award (LOA)	As decided by PIDB	3	Acceptance of LOA	Within 5 days from the date of issuance of LOA	4	Submission of Performance Security	Within 10 days from the date of issuance of LOA	5	Signing of Agreement	On mutually agreed date between PIDB and the Service Provider Company.	6	Branch wise deployment plan	Will be decided by PIDB	7	Commencement of Operation(COD)	Will be decided by PIDB	8	End of contract	Three years from the date of signing the Contract Agreement.	9	Extension(if any)	Will be decided by PIDB or can be extended on mutually decided terms & conditions subject to satisfactory performance of the Service Provider Company.
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10.	Bid Evaluation Process	<p><b>Stage 1 – Test of responsiveness</b> Test of Responsiveness of the bid based on Pass/Fail for Bid Security and Tender Fee(amount and form of submission) , timely submission etc.</p> <p><b>Stage 2 – Evaluation of Qualification, Eligibility criteria and Documents check.</b> The bidders who qualify in stage 1 would be eligible for Stage 2.</p> <p><b>Stage 3 – Financial Bid Opening and Evaluation.</b> The bidders who qualify in stage 2 would be eligible for Stage 3.</p> <p><b>Stage 4 –</b> After necessary approvals, Authority shall issue LOA to L1 or preferred bidder. The bidder has to accept or response to the LOA within 5 (five) days from the date of issuance of LOA. After that, Performance Security to be submitted within 10 (Ten) days from issue of LOA.</p> <p><b>Stage 5-</b> A contract shall be executed between the parties upon submission of the Bank Guarantee/Performance Security by the agency or on the date mutually agreed between the parties.</p>																														

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1 1.	Bid Validity	The Bid shall be valid for one hundred and eighty days (180 days) from Bid Due Date (Bid Validity Period). PIDB may ask for extension of another six months. The Bid Validity period can be extended on mutual agreement with Bidder as per PIDB's direction. A Bidder shall not be permitted to modify its Bid during the extended Bid Validity Period.
1 2.	Bid Security/ Earnest Money Deposit (EMD)	<p>a) A Bidder shall be required to furnish along with its Bid a Bid security for an amount equivalent to Rs. 1,50,000/- (Rs. One lac and fifty thousand only) through e-payment mode (RTGS/NEFT) available on e-tender website. For RTGS and NEFT bidder shall submit original copy of Challan along with the Technical Bid.</p> <p>b) The EMD lying with the Board in respect of other tender awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. In case of re-tender bidders will be required to resubmit the EMD.</p> <p>c) The EMD will be forfeited on account of one or more of the following reasons:</p> <p>(i) Bidder withdraws its Bid during the validity period specified in the tender.</p> <p>(ii) Bidder does not respond to requests for clarification of its Bid.</p> <p>(iii) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.</p> <p>(iv) If successful bidder fails to sign the contract in time or fails to furnish PBG in time.</p> <p>(v) If bid is rejected/ disqualified for any reason.</p> <p>d) The EMD of unsuccessful bidder shall be returned within one month of signing of agreement with successful bidder or on Authority annulling the bidding process and in any case within Bid Validity Period.</p> <p>e) The EMD of Successful Bidder shall be returned upon it submitting the Performance Security as per terms of this RFP.</p> <p>f) No interest shall be paid on EMD by PIDB</p>
1 3.	RFP/Tender Fee	Rs 2,000/- (Two Thousand Only) to be deposited through e-payment mode (RTGS/NEFT/Credit Card/Debit card) on e-tender website. For RTGS/NEFT/Credit card/Debit card, the bidder has to submit the copy of Challan. (Non-refundable)
1 4.	Performance Security	a) The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 10 days from the LOA in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Appendix-11) for amount equivalent to 5% of the total estimated annual value of the contract which works out to Rs. 15 lacs (approx.) payable in the favour of PIDB for the entire Contract Period + three months (i.e. 39 months) or encashed

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		<p>by PIDB in the event of any default on the part of Service Provider Company. The estimated annual value of the contract works out to Rs. 3.00 Cr. Such performance Security shall be admissible and payable at Chandigarh branch.</p> <p>The Performance Security shall be increased @ 5% over the previous year's bank guarantee value or 5% of the actual payment made in the previous year, whichever is higher Increased Performance Security in the form of Bank Guarantee shall be submitted by the bidder 15 (fifteen) days before the expiry of the previous year. Such increased performance security can be in form of additional bank guarantee.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>(i) The estimated annual cost for providing the services is approximate Rs. 3.00 Cr.</li> <li>(ii) The successful bidder/ Agency shall furnish an additional performance security in case gross monthly payment is more than the value of performance security mentioned above.</li> <li>(iii) The format of additional performance security shall be similar to that of performance security and shall be got approved from Authority.</li> </ul> <p>b) In the 3<sup>rd</sup> year, the Agency shall maintain a valid and binding Performance Security for a period of three months after the expiry of the original Contract Period ("Validity Period"). The Agency shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period [including Establishment Period] and thereafter until expiry of three months from end of Contract Period of 3 years. In case Contract Period is extended then the Agency shall have to renew Performance Security at the enhanced rate for an another period of extended Contract Period plus Three months.</p>
	Applicable Laws	<p>The Agency, without any default, shall comply with the Applicable Laws in India during the contract period. "Applicable Law" shall mean all the laws, Acts, Ordinances, Rules, Regulations, Notifications, Guidelines or Bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract and applicable to this agreement.</p>

**Note:**

**1. Please note carefully the requirements for submitting Bids as set forth in this RFP, and the date and time for submission of Bids. Late or delayed Bids shall not be considered for evaluation and shall either not be received or returned unopened.**

**2. PIDB reserves the right to accept or reject any or all the applications to be received without assigning any reasons thereof.**

***3. Any act on the part of the Agency to influence anybody in the Authority is liable to rejection of his bid.***

### **C. General Conditions of Contract (GCC)**

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1. This Contract shall remain in force for an initial period of three years from the date of its signing. PIDB shall have a right to terminate this Contract without disclosing any cause or reason, by serving upon the Service Provider Company one (1) months' prior written notice of its intention to terminate the Contract. The Service Provider Company shall have no right to terminate the Contract before the period of three year.
2. Subject to the satisfactory performance of the Service Provider Company, to be judged by PIDB, this Contract may be extended further upon mutually acceptable terms and conditions.
3. The bidder shall quote the Management Fee for providing manpower services under the Scope of Services for the project as percentage (%) of Monthly Gross Payment inclusive of only salary and all other applicable Statutory Payments such as ESI (Employer Contribution only), EPF (Employer Contribution only) on salary. The GST shall also be paid as applicable over the Monthly Gross Payment. The Monthly Gross Payment shall be paid after deducting Income Tax (and any other applicable taxes). Statutory Payments, i.e. ESI (Employer Contribution only), EPF (Employer contribution only) and GST shall be reimbursed as per actuals and on Production of Proof of having deposited the amount with respective authority/ department. All other applicable taxes and statutory obligation(s) shall be payable by the Agency.  
**The above clause is applicable at all places in the document.**
4. The cost of Uniforms alongwith stitching charges, Conveyance, Travelling & Lodging etc. shall be reimbursed to the bidder at rates approved by the Authority and as per actual on submission of bills/ invoices alongwith supporting documents. No management fee shall be admissible against such reimbursement.
5. Reimbursements would also include all such expenses incurred by the Service Provider not specifically herein above mentioned for providing other facilities/benefits to the personnel deployed by the Service Provider with PIDB on such terms and conditions that may be mutually agreed to be reimbursed by PIDB to the Service Provider.
6. The Agency should be registered with the concerned authorities.
7. The Agency shall not engage any sub-Agency or sublet the contract to any other person in any manner.
8. The Agency to whom the work is allotted, shall engage required manpower as mentioned in the RFP document. The nature and quantum of services required, the number of personnel through whom the Agency shall render such services and the cost

to the Agency shall be determined/ varied/ increased or decreased by PIDB at its sole discretion, depending upon its needs from time to time. The categories of manpower, description of duties, quantum of personnel required, emoluments, qualifications and experience, place of deployment/ work, annual increase etc. will be determined by the Managing Director, PIDB. The Agency shall comply with all such request(s) signed by the Managing Director, PIDB or an officer authorized by him in this behalf, within a period of three (3) days from the date of receipt. All communications on behalf of the Agency, which are required to be sent to PIDB, shall be signed only by the Authorized Representative of Agency. One months notice will normally be given from either side in case any Support Service of the Agency discontinues its services. PIDB shall have the right to ask the Agency to withdraw any person due to his in-competency, mis-behaviour, in-efficiency, grave, fraud etc. without any prior notice.

The Agency alone shall exercise control over the personnel deployed by it for rendering services to PIDB. Under all circumstances, the personnel shall be governed by the rules and regulations of the Agency, if any. PIDB shall be concerned only with the quality and efficiency of the services to be provided by the Agency and therefore, PIDB shall not exercise any control or supervision over the personnel deployed by Agency.

All the payments to be made for the services provided for by the Agency shall be made directly to the Agency, who shall raise its invoices accordingly on a monthly basis. The Agency will make payment to Support Services through Bank.

The Agency shall be solely responsible for compliance with various laws, which may have any bearing on the employment by him, of the personnel used by it for rendering support services to PIDB. The Agency undertakes to meet all the statutory requirements as provided by the legislation governing labour practices. In case of violation of any legal provision having its applicability to the present Contract or its subject matter, the sole liability, whether vicarious or other, shall be that of the Agency and not of PIDB.

9. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various Acts, EPF, ESI, Gratuity etc. with regard to the manpower engaged and shall be responsible for making payments to the Concerned Authorities. The cost of such statutory payments shall be reimbursed by the Authority to the Service Provider Company.

In case the Management decides to implement the purchase of Group Insurance Policy for those support services who are not covered under ESIC etc., the same will also be reimbursed.

10. As per guidelines of the Hon'ble Supreme Court of India no person will be allowed smoking in public place. The Agency will responsible, if any, workers provided by him are found smoking in the premises and he will be penalized in accordance with the rules.

11. The persons to be engaged on the work should not be below the age of 18 years and should be physically fit. The Board will not provide any transport, canteen, medical facility which shall be the sole responsibility of the Agency. Similarly no housing accommodation to the manpower deployed the Agency will be provided by the Board.
12. The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgement evidencing filling of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
13. The Board will deduct income tax /labour cess/sales tax or any other govt. liability as decided by the competent authorities at source from the Agency at the prevailing rates of such sum.
14. The Agency at his own level shall get EPF and ESI Nos. allotted for the manpower engaged for this work from the concerned Authorities. The Agency will take necessary action at his own level as per Employees provident funds and miscellaneous provisions Act. 1952 amended from time to time and will furnish the EPF & ESI Nos. and proof of deposit of EPF & ESI contributions in respect of all the employees directly or indirectly engaged by him relating to services to be provided to the Authority for his work. Further, in case of any default or liability which may arise to the Department on this account, Authority will be at liberty to deduct such amount from the outstanding payment of the Agency or from performance guarantee or any other due of the Agency.
15. The Agency shall have to provide the proof of EPF and ESI number of employees issued to him by the competent authorities of the concerned department within one month from the allotment of the contract.
16. Agency will ensure the deposition of service tax with the concerned department as applicable and submit the requisite documents.
17. The Board shall not be under any obligation for providing employment to any of the worker of the Agency after the expiry of the contract.
18. The PIDB will decide the deployment plan of the manpower supplied by the Agency.
19. The Agency shall be responsible to provide immediate replacement of any staff, which is not available for duty at the place of posting.
20. The staff engaged by the Agency shall be available at all the times as per their duty roster and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Authority.



21. The workers will report at the work place as per the time schedule given by PIDB.
22. The Agency shall ensure that the attendance of staff deployed shall be taken by any mode as decided by PIDB (e.g. Attendance registers/ Biometric) and it would be mandatory in all cases. The cost of such devices shall be reimbursed by PIDB.
23. The Agency shall not hire manpower with dubious records i.e. without character verification.
24. If any support service of the Agency indulges himself/herself in any misconduct and causes loss to the PIDB, he/she should be shifted immediately by the Agency. In addition to penalty or as decided by Managing Director, PIDB, the Agency shall pay the charges or penalty against the default in performance parameters or damage immediately to the PIDB. In case if the Agency does not pay the charges, the Authority can issue the notice of same to Agency and can deduct the charges from the Performance Security/ Bank Guarantee or from the monthly invoices submitted to Authority. The charges or deduction shall be applicable as per the types of services. In case if the Authority gets the Bank Guarantee/ Performance Security encashed as part of the penalty, the Agency shall recoup the Amount within 15 days and gets the fresh Bank Guarantee of the required amount.
25. During the course of contract, if any of Agency's manpower are found to be indulging in corrupt practices or causing any loss of revenue to the Authority, it shall be entitled to terminate the contract forthwith duly forfeiting the Agency's performance security.
26. The manpower supplied will to be extremely courteous with very pleasant manners in dealing with the public/staff, especially with females, children and senior citizens and should project an image of utmost discipline.
27. The manpower deployed by the Agency should not have any adverse police record & should have good character. The Agency & his staff will be subjected to security regulations & police verification as applicable.
28. The list of persons likely to be engaged on the work along with their photographs, copy of Aadhar Card, residence proof and bank account details shall be given by the firm within one month of start of the work. Persons whose names are in the list provided by the agency only will be allowed on the work.
29. No worker of the Agency shall involve himself in any trade union activity and in case any problem occurs the Agency shall be liable for the same.

30. The Agency shall be responsible for any kind of damage to PIDB while doing day to day work. He will also be responsible for theft of any item by his labour from the building as mentioned above.
31. The Agency shall issue EPF/ESI Code Number allotted by the local ESI/EPF authorities. The Agency shall also submit regular EPF numbers of its employees before the submission of first bill for reimbursement.
32. The Agency shall ensure that its manpower shall not at any time, without the consent of the Authority in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Authority and shall not disclose any information about the affairs of Authority. This clause does not apply to the information, which fails in the domain of public knowledge.
33. That in the event of any loss occasioned to the PIDB as a result of any lapse on the part of the Agency and that would be established after an enquiry conducted by the PIDB, the said loss may be claimed from the Agency up to the value of the loss. The decision of Authority will be final and binding on the Agency.
34. The Agency shall indemnify and hold the PIDB protected/safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by Agency.
35. The Agency shall be responsible for the antecedents of the manpower to be engaged for carrying out day to day operation.

**36. Dispute Resolution**

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter shall be referred to the Managing Director, Punjab Infrastructure Development Board. Further, if any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Managing Director , Punjab Infrastructure Development Board. The award given by the arbitrator shall be final and binding on both the parties. The venue of arbitrator shall be Chandigarh.

37. Any act on the part of the agency to influence anybody in the Authority is liable to rejection of the tender.

**38. Jurisdiction of Court**

The court at Chandigarh shall have the exclusive jurisdiction to try all disputes if any, arising out of this agreement between the parties.

39. The Competent Authority for imposing the penalty shall be the Punjab Infrastructure Development Board through its designated representative.
40. In case the Agency fails to make monthly payment to the support services engaged and the PIDB is forced to make payment to avoid stoppage of the essential work, the PIDB shall charge interest as decided by Managing Director, PIDB till it is not deposited with the PIDB or the PIDB can terminate the contract and forfeit the performance security.
41. This Agreement shall be effective from the date hereof and shall continue in full force and effect from the date hereof and until the date of expiry or termination of the Contract.

#### **42. Procedure for release of payment**

The Agency shall credit the amount of salary in the bank accounts of Support Services on the 1<sup>st</sup> working day of each month and submit the invoice to PIDB before the 3<sup>rd</sup> day of each month for reimbursement.

#### **Reimbursable expenses**

Under this account head, the Agency shall mention the cost to its organization, with complete break up in respect of salary, PF, ESI, uniform, mobile, conveyance, Travelling. Lodging expenses, Gratuity payable under Law and any other facility/benefits etc. that may be further provided with mutual consent for each personnel deployed or utilized by it and the consumables etc. used for rendering professional support services to PIDB in pursuance of this Contract during the relevant month.

The invoice(s) shall be accompanied by supporting documents including copies of receipts issued by the employees to the Agency in respect of payment of salary/ wages, allowances, reimbursements etc., acknowledgement/ receipts issued by concerned Government Departments in respect of and towards proof of deduction and deposit of ESI, EPF, Service Tax, etc., as applicable, besides copies of bills/ payment proof in respect of consumables purchased, if any.

43. Service Provider shall be responsible to comply with all the relevant statutory requirements including deposition of ESI, EPF, taxes, duties, etc. Service operator will be required to submit a certificate along with the copy of relevant documents including proof of salary paid, deposition of all the statutory dues and other statutory requirements along with invoices to be submitted to PIDB will not be liable for any violation/lapse on part of the Service Operator in discharging the above mentioned responsibilities.

44. The payment of salary / wages of employees will have to be credited to their Bank Account. The details in this regard will accompany the monthly invoice submitted for reimbursement to PIDB.
45. The payments of invoices shall be made by the 8<sup>th</sup> of each month, provided the invoices are submitted in time i.e. by the 3<sup>rd</sup> day as stipulated above and found to be in order. The Agency shall levy service tax or any other statutory cess or tax, as applicable to its invoices. PIDB shall make the payments of invoices after deduction of income tax at source at the rate applicable to such professional services or other such amounts, which it is required to deduct as per applicable laws from time to time and under **Section 194J of the Income Tax Act, 1961** for the time being.
46. The Agency shall submit the split up of the contents of the bill in the shape of salary paid, EPF, ESI, Weekly rest, Service charges applicable on salary and service tax thereon.
47. The payment of the salary paid by the Agency to each support service shall be reimbursed to him only after the verification of payment into the respective bank account of each support service by Authorized representative of PIDB.
48. Any penalty imposed on the Agency for poor sanitation/disruption of service shall not be displaced by him on his workers.  
PIDB will inform the Service Provider Company regarding deficiency in the Services/ loss made by any of the Support Services. It will be the sole responsibility of Service Provider Company to make good the loss to the Authority for poor sanitation/ disruption of service. However, the Service Provider Company can as per its own rules take any action against its employees.
49. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency for carrying out this contract and if a claim therefore is filed with the Labour or other statutory Authorities and proof thereof is furnished to the satisfaction of such Authorities, and if the Agency fails to settle the claim then, if the Authority has to make the necessary payment on the behalf of Agency, then such amounts shall be recovered from the agency from the Management Charges payable under the invoices or/and through Performance Security or/and other security amount of the agency available with the Authority. In such scenario, Authority reserves the right to terminate the contract with the Agency and forfeiture of all the security amount of the agency with the Authority and any sums so paid shall be recoverable by the Authority from the Agency.
50. Agency should within 15 days after the end of each financial year and upon completion of the contract period submit the certificate from EPF and ESI authorities that nothing is due from the Agency for the employee's deputed to the Authority.

51. The Agency shall provide copies of relevant records during the period of contract of otherwise even after the contract is over whenever required by the Authority.
52. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Authority from the Agency.
53. If required, Authority can conduct inspection from time to time for any violation or misconduct or misreporting of facts provided by Service Provider Company.
54. As and whenever required on or before the services or during the services, the Authority shall have rights to conduct the audit of the agency at it's discretion and cost.
55. Agency shall at its own level verify that the minimum criteria of employment in terms of education, qualification, experience etc and its employees have not received such evidences by fraudulent means. Agency have to provide an undertaking/certification from its employees. In case any of its employee found to be in fraudulent practices or any such event, PIDB shall retain right to terminate the contract and forfeit its performance security and shall levy damages as per provision in Agreement.
- 56. Termination of contract:**
- A. In event of non-performance of the Agency, the Authority shall issue a notice to the Agency regarding the same which the Agency shall cure within 3 working days. For repeated non-performance by the agency, the Authority reserves the right to terminate the contract by giving a 14 days notice in writing mentioning the particular grounds of breach of contract which are provided below but not limited to the following:
- a. Any representation made or warranties given by the Agency under this Tender is found to be false or misleading.
  - b. The Performance Security has been encashed and appropriated in accordance with Clause and Agency fails to replenish or provide fresh Performance Security within a time frame given by the Authority.
  - c. The Agency is otherwise in Material Breach of any conditions of the contract.
- B. Upon Termination of the contract, the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.
- C. Notwithstanding the above, the Authority may terminate the contract for convenience.

## **D. APPENDIX**

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### **Appendix 1: Forwarding Letter**

{On Bidder's letterhead}

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures.)  
RFP No. Authority/--- /--- /--- -----(to be specified by Authority) Date: (Last Date of Submission)

**To,**  
**Managing Director**  
**Punjab Infrastructure Development Board (PIDB)**  
**SCO, 33-34-35, Sector 34-A, Chandigarh - 160022**  
**Fax - 0172-2665596**  
**Phone- 0172-2665417**

**Subject: Submission of Bid for Selection of Agency for providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. for PIDB, Chandigarh**

Sir,

We are pleased to make our submission for the captioned RFP. The following documents are submitted towards the same.

A. Technical Bid Comprising of followings as per the provisions of RFP.

- a) Envelope I: RFP Fee and EMD/Bid security
- b) Envelope II: Eligibility and Qualification documents
- c) Envelope III : Financial Bid

B. We have submitted the Financial Bid online as per the prescribed format.

We are aware of the Punjab Infrastructure Development Board (PIDB) right to accept or reject any/all proposals without giving any reason and upon rejection of proposal; I shall not be entitled to any right with related to the PIDB.

Our offer/Bid is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, We have not given any written or oral promise from the PIDB.

We have thoroughly read and understood all the terms and conditions of this RFP and We promise to observe and abide by all the terms and conditions of this RFP.

Thanking You, \_\_\_\_\_  
(Signature and name of Authorized Representative)

For (Name and seal of Proposer Company/firm)

## Appendix 2: General Information of Bidder

1. Bidders are requested to complete the information in this form.

No.	Particulars	To be filled by Agency
1	Name of Firm	
2	Head office address:	
	Local address:	
3	Phone Nos of the firm:	
	Fax:	
4	Contact Person Name:	
	Telephone:	
	E-mail:	
5	Website:	
	E-mail:	
6	Place for incorporation/registration:	
	Year of incorporation/ registration:	
7	Any other information	

2. A Power of Attorney authorising the signatory
3. Applicants shall submit the following information:
- Legal Status
  - Place of Registration
  - Principal business and place for business
4. Copy of the Registration of the Proposer (Certificate of Incorporation, Partnership Deed, Service Tax Registration copy (to be attached separately))
5. Attach Brochure of Firm

\_\_\_\_\_  
**Signature of the Bidder**

### Appendix 3: Financial Capability Statement

{On Statutory Auditor's/ Registered Chartered Accountant's letterhead}

I hereby declare that I have scrutinized and audited the financial statement of M/s\_\_\_\_\_. Following is the audited turnover of the firm from activities related to supply of manpower in any of the three financial years during last five financial years ending on 2016-17.

Years	Turnover (Rs. Crore)

\_\_\_\_\_

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

*Note: Please attach audited annual report including balance sheets and profit and loss statements*



#### Appendix 4: Performance Statement/Client's Certificate

{On Bidder's letterhead}

I hereby declare that our company/firm has experience of operation of following projects through contractual rights.

Sr. No.	Name of the Eligible Project	Start Year	End Year	No. of employees on payroll	Amount of Annual service fee received (Rs. Crore)	Supporting evidences* Client's Certificate
1.						
2.						
3.						
4.						
5.						

*\* (i) The Client Certificate must indicate the quality of the services alongwith the amount of annual service fee paid, has to be attached herewith.*

*(ii) List of Govt. Departments/ Statutory Bodies/ PSUs, where the Agency is providing services alongwith their complete addresses, contact name and contact no./ e-mail may please be attached. A certificate from the concerned organization must be attached as a proof for good performance record of the Agency.*

**Note :** *Eligible projects means the projects in which the bidder had provided the services of supply of manpower. The services is the total fee received by the bidders i.e. including Basic salary of employment, statutory payment like ESI,EPF,service tax and management charges/Administrative charges.*

(Signature and name of Authorized Representative)

\_\_\_\_\_

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

## **Appendix 5: No Blacklisting Certificate**

(On a Stamp Paper of relevant value)

### **No-Blacklisting Affidavit**

I M/s. \_\_\_\_\_ (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Punjab (GoP) / any other entity of GoP or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_-(Bid submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2017.

Name of the Bidder

Signature of the Authorized  
person

Name of the Authorized  
Person

**Appendix 6: Format of power of attorney in favour of Authorizing Bidder's  
Signatory**

[On appropriate Stamp Paper]

**KNOW ALL MEN BY THESE PRESENTS**, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_ / Ms \_\_\_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with the \_\_\_\_\_ (firm/company name) and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for 'Selection of Agency or Service provider for providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. ("the Project") for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) in Chandigarh' ("the Project") proposed by the PIDB including but not limited to signing and submission of our Bid and other documents and writings, participate in the Pre-Bid Meeting and providing information/responses to the PIDB, representing us in all matters before the PIDB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the PIDB in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the execution of the Contract for the Project with the PIDB or any entity representing the PIDB.

**AND**

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 2017.

**For** \_\_\_\_\_

(Signature, name, designation and address)

Witnesses:

1.

(signature)

(Name, Title and Address)

2.

(signature)

(Name, Title and Address)

**Accepted by:**

(Signature)

(Name, Title and Address of the Attorney)



**Notes:**

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification the extract of the charter documents and documents such as a shareholders' or Board resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a power of attorney executed and issued in India, the document will need to be notarized in India.*
- *For a power of attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney has been executed. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

## Appendix 7: Undertaking for Breach of Contract

We, M/s \_\_\_\_\_ ( Company Name), hereby undertake that we must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies during the past 3 years as on Bid Submission Date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation

### Appendix 8: Undertaking for Non-barring

We, M/s \_\_\_\_\_ ( Company Name), hereby undertake that we have not been barred by the Central Government, any State Government, a Statutory Authority or a Public Sector Undertaking, as the case may be, from participating in any project as on Bid Submission Date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Signature  
(Company Seal)

\_\_\_\_\_  
In the capacity of duly authorized to sign bids for and on behalf of:

Signed by  
Authorized Signatory with designation

### **Appendix 9: Undertaking for Information Furnished**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017.

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of duly authorized to sign bids for and on behalf of:

Signed by

Authorized Signatory with designation



**Appendix 10: Undertaking for No Default related to Statutory Payments**

We hereby undertake that we have made all the Statutory Payments like EPF, ESI ,Service Tax etc till the last quarter before the bid submission date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Signature  
(Company Seal)

\_\_\_\_\_  
In the capacity of duly authorized to sign bids for and on behalf of:

Signed by  
Authorized Signatory with designation

## Appendix 11: Indicative Format of Financial Proposal

(This is indicative format for Bidder's reference.)

(The Financial Proposal shall be submitted online through <http://etender.punjabgovt.gov.in> and in physical submission as per the schedule)

Date:

To,

Managing Director  
Punjab Infrastructure Development Board (PIDB)  
SCO, 33-34-35, Sector 34-A,  
Chandigarh - 160022  
Fax - 0172-2665596  
Phone- 0172-2665417

Contract No..... Date.....

Dear Sir,

I/We \_\_\_\_\_ herewith submit Financial Proposal for selection of my/our firm as an agency for providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. ("the Project") for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) Chandigarh and as per terms and conditions of RFP/ Tender Document issued by PIDB.

**The percentage of Management Fee for providing manpower services under the Scope of Services for the project shall be \_\_\_\_\_% (in words) of Monthly Gross Payment.**

Monthly Gross payment shall include salary and other Statutory Payments such as ESI (Employer contribution only), EPF (Employer contribution only). The service tax and other applicable taxes shall be paid over the monthly gross payment upon proof of depositing same to concerned Authorities.

The Monthly Gross Payment shall be paid after deducting Income Tax (any other applicable taxes).

Statutory Payments, i.e. ESI (Employer contribution only), EPF (Employer contribution only) and Service Tax, shall be reimbursed as per actual and on production of proof of having deposited the amount with respective authority/ department. All other applicable taxes and statutory obligations shall be payable by the Agency.

The cost of Uniforms, Conveyance, Travelling & Lodging expenses and other reimbursements etc. shall be reimbursed to the bidder at rates approved by the Authority and as per actual on submission of bills/ invoices alongwith supporting documents. No management fee shall be admissible against such reimbursement.

Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, i.e. 180 days from the date of submission of bids or as extended by PIDB.

The Financial Proposal is without any condition.

---

We undertake that in competing for and, if the award is made to us, in executing the above manpower services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988” We understand that you are not bound to accept any Proposal you receive.

I/We \_\_\_\_\_ hereby confirm that Management Fee includes the cost of Administrative charges for manpower Charges as decided by the Authority and any other component.

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

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

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

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

Note1 : The bidder should sign all the pages of Financial Bid

Note2 : The detailed breakup of Management Fee should be submitted alongwith the Financial Bid

Note3 : In case of a difference in amount quoted in figures and words, the amount in words will be considered for evaluation.

Note4 : The work to be executed is broadly as per the scope of work / quantum of work or as per the directions given by PIDB.

Note5 : The billing for the services will be done based on the actual manpower deployed as determined from the attendance records.

**Appendix 12: Format for Bank Guarantee for Performance Guarantee/Security**

To,  
Managing Director  
Punjab Infrastructure Development Board (PIDB)  
SCO, 33-34-35, Sector 34-A,  
Chandigarh - 160022  
Fax - 0172-2665596  
Phone- 0172-2665417  
Contract No..... Date.....

- 1) Any such written demand made by PIDB stating that the bidder is in default of the due and faithful fulfillment and compliance with the terms and condition contained in the bidding documents shall be final, conclusive and binding on the bank.
- 2) We the bank do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the bidder or any other person and irrespective of whether the claim of PIDB is disputed by the bidder or not merely on the first demand from PIDB stating that the amount claimed is due to PIDB by reason of failure of the agency to fulfill and comply with the terms and conditions contained in the contract document. Any such demand made on the bank shall be conclusive as regards amount due and payable by the bank under this Guarantee shall be restricted to an amount exceeding \_\_\_\_\_
- 3) This Guarantee shall be irrevocable and unconditional and remain in full force for a period of Three years (i.e. Contract Period) plus Three Months from date of signing of contract between Agency and PIDB or or for such extended period as may be mutually agreed between PIDB and bidder and agreed to by the tis Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid
- 4) We, the Bank, further agree that PIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the contract documents and decision of PIDB that the Agency is in default as aforesaid shall be final and binding on us notwithstanding differences between PIDB and Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority
- 5) The Guarantee shall not be affected by any change in the constitution or winding up of the Agency or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

- 6) In order to give full effect to Guarantee, PIDB shall be entitled to treat the Bank as the principal debtor. PIDB shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said contract agreement or the period for fulfillment and compliance with all or any of the terms and conditions contained in the contract agreement by the said Agency or to postpone for any time to time to vary any of the terms and powers exercisable by it against the said Agency and either to enforce any of the terms and conditions contained in the said contract agreement or the securities available to PIDB and the bank shall not be released from its liability under these presents by any exercise by PIDB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of PIDB or any indulgence by PIDB to the said Agency or by any change in the constitution of PIDB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the bank from its such liability.
- 7) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein
- 8) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive, the said notice of claim. The payments shall be released within the day of receiving of demand and before the closing of working hours
- 9) It shall not be necessary for PIDB to proceed against the said Agency before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which PIDB may have obtained from the said Agency or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized
- 10) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PIDB in writing.
- 11) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 12) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to the amount given in the RFP document. The Bank shall be liable to pay the said amount or any part thereof only if PIDB serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (\*\*\*) (indicate date falling on the last date of the bid validity period )

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank :

Signed, sealed and delivered

For and on behalf of the Bank

by the above named \_\_\_\_\_

in the presence of :

Witness 1:

Signature

Name

Address

Witness 2:

Signature

Name

Address

**Appendix 13: List of Approved Banks for purpose of providing Performance Security**

All Scheduled bank having its branches at Chandigarh

### Appendix 14: Format for Queries

Queries may be uploaded under link available with OQRS in the following format:

Sr No.	Reference (Page No. / Para/ Sub Para No. & Heading/ Sub Heading)	Existing Clause / text	Clarification / Amendment Sought	Suggestion s / Remarks (if any)
1.				
2.				
3.				



## **E. ANNEXURE**

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### **ANNEXURE A**

#### **NATURE AND SCOPE OF THE PROFESSIONAL SUPPORT SERVICES TO BE RENDERED BY THE SERVICE PROVIDER COMPANY IN PURSUANCE OF THE CONTRACT**

##### **1. Secretarial & other support services:**

- To undertake dictation, typing, xerox machine operation, filing documents, fax machine operation, connecting phone calls, keeping a record of phone calls, meetings etc., maintaining library registers, writing and maintaining Account Books, Account Ledgers, Balance Sheets, Stores/Stock Registers, liaison with banks, placement of funds with the banks, deposit of receipt cheques, project related matters, para-legal and legal assistance, technical assistance, evolving and maintaining management information systems (MIS), generating various reports and any other such professional support services required by PIDB from time to time.
- Delivery of various official documents, files etc. of PIDB at various Government offices/PSUs and other places within the local limits of Chandigarh.
- Driving services for the official vehicles of PIDB, as required by it from time to time. Maintenance of fittings and fixtures by deploying skilled carpenters, electricians, plumbers, etc. on short-term basis at the office premises of PIDB, from time to time, as per the needs of PIDB.

##### **2. General conditions:**

The categories of manpower, description of duties, quantum of personnel required, emoluments, qualification & experience, place of work and annual increase, etc. will be fixed by the Managing Director, PIDB.

The Service Provider shall ensure that all the personnel/ employees deployed by the Service Provider Company to discharge its obligations under this Contract, except those specifically exempted by PIDB, are in proper dress/ uniform, complete with Identity Cards, Badges etc. at all times during their presence at the office premises of PIDB.

## ANNEXURE B

INDICATIVE CATEGORY OF PERSONNEL (this may vary) TO BE UTILISED BY THE SERVICE PROVIDER COMPANY FOR RENDERING SERVICES AT THE TIME OF COMMENCEMENT OF CONTRACT

Sr. No.	Indicative Category of Personnel/ Nature of Services	Number of Personnel/ Quantum of Services
1.	OSD/ SDO/ Consultant (ID Fee)	3
2.	Senior Manager	3
3.	Deputy Manager	1
4.	Accountant	1
5.	Assistant Manager	6
6.	Executive Assistant	20
7.	Computer Hardware Engineer	1
8.	Driver-cum-Helper	11
9.	Security Guard	4
10.	Helper	18
11.	Sweeper	3
	Total	<b>71</b>

- At present, the monthly CTO reimbursable to the Service Provider Company for providing support services to PIDB, works out to Rs.25.00 lac (Twenty five lac) approx. However, this may vary depending on the requirement of Personnel by PIDB.
- The amount to be paid to each of the support services personnel and annual increase if any, shall be determined by the Managing Director, PIDB with the recommendations of the Agency.

**ANNEXURE C:**

**FORMAT FOR CONTRACT**

THIS Contract is made on the day \_\_\_\_\_ of August, 2017 between PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) and having its office at SCO No. 33-34-35, Sector 34-A, Chandigarh (hereinafter referred to as “the Authority”) through its Managing Director on one part and \_\_\_\_\_ a Company incorporated under the \_\_\_\_\_ Act having its office at \_\_\_\_\_ (hereinafter referred to as “the Agency”) through its Director of the other part.

**WHEREAS:**

1. A. The Authority is desirous to Select an Agency for Providing various Professional Support Services such as Managerial, Project Management, Accounting & Financial, Legal, Technical, Secretarial, Security Services etc. (“the Project”) for PUNJAB INFRASTRUCTURE DEVELOPMENT BOARD (PIDB) in Chandigarh City for the period of 3 (three) years from the signing of the Contract. The contract shall be extended further upon mutually acceptable terms & conditions subject to the satisfactory performance of the Agency to be judged by PIDB.
  
- B. The agency has been selected pursuant to a competitive bid process and has agreed and undertaken to discharge the scope of services in consideration of the Financial Bid submitted by it and has submitted the Performance Security as required pursuant to the RFP/ Tender Document.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expression shall have the same meaning as are respectively assigned to them in the tender document hereinafter referred to.
  
2. The Contract comprises of the following documents:
  - (1) This contract;
  - (2) RFP document dated \_\_\_\_\_
  - (3) Addendum and Response to Queries dated \_\_\_\_\_
  - (4) Agency’s Bid
  - (5) Performance Security
  - (6) LOA dated \_\_\_\_\_
  - (7) Any amendment or clarification agreed to between the Parties whether by way of letters or agreements.

3. In consideration of the payments to be made by the Authority to the Agency for providing the services under this contract, the Agency hereby covenants with the Authority to discharge the scope of work and other terms and conditions as specified in the RFP document.
4. The Authority hereby covenants to pay the Agency as per the payment terms mentioned in the RFP document, in consideration of providing the required services as per the RFP document.
5. The Agency agrees that essence of Contract and other contractual obligation shall become effective from the date of Letter of Award i.e. LOA. The Agency further agrees that pre estimated damages mentioned in RFP Document, are fair and genuine pre-estimate and not by way of penalty. The Agency shall not dispute the same in future in any manner.

IN WITNESS WHEREOF the parties here have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the said  
 Name .....

On behalf of the Agency

In the presence of  
 Witness .....

Name .....

Address.....

By the said  
 Name.....

On behalf of the Authority

In the presence of  
 Witness .....

Name.....

Address.....