



Tender document for  
Supplying Manpower of various categories  
to the office of DoGR and PSeGS

Reference number: PSeGS/MSP/2015/1

Punjab State e-Governance Society (PSeGS),  
O/o Department of Governance Reforms (DoGR),  
Government of Punjab  
SCO 193-195, Sector 34-A, Chandigarh-160022

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## 1.0 DOCUMENT CONTROL SHEET

S.No.	Particular	Details
1.	Document Reference Number	PSeGS/MSP/2015/1
2.	Start date & time of sale of tender (Only available in downloadable form at website mentioned)	10-02-2015 09:00 Hrs
3.	Last Date and Time for submission of Queries	16-02-2015 16:00 Hrs
4.	Date and Time for Pre-Bid Meeting	20-02-2015 11:00 Hrs
5.	Last date & time of sale of tender	02-03-2015 16:00 Hrs
6.	Last date and time for submission of bids	03-03-2015 15:00 Hrs
7.	Date and time of opening of Pre-Qualification bids	03-03-2015 15:00 Hrs
8.	Date of Opening of Commercial bids	To be intimated later
9.	Address for Communication	Punjab State e-Governance Society, O/o Department of Governance Reforms, SCO 193-195, Sector-34A, Chandigarh- 160022
10.	Location of tender document	Tender document can be downloaded from the website <a href="http://etender.punjabgovt.gov.in">etender.punjabgovt.gov.in</a>
11.	Cost of RFP document & Mode of Payment	Rs. 5,000/- (Rs. Five Thousand Only) through online mode.
12.	Earnest Money Deposit (EMD) through online mode	Rs. 5,00,000/- (Rs. Five Lakh Only)
13.	Contact details	Mr Mohit Saini (Assistant Manager) Mobile : +91 9814577112 Email: <a href="mailto:mSP.dgr@punjab.gov.in">mSP.dgr@punjab.gov.in</a>
14.	Website for RFP Reference	<a href="http://etender.punjabgovt.gov.in">etender.punjabgovt.gov.in</a> and <a href="http://dgrpunjab.gov.in">dgrpunjab.gov.in</a>

## **2.0 Invitation for Bid (IFB)**

### **2.1. Background**

Department of Governance Reforms (DoGR), Punjab with the help of its implementing agency Punjab State e-Governance Society (PSeGS) administers the implementation of E-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab. It facilitates establishment of service centers through the district level Sukhmani Societies or through other methods as an innovative way of providing public facilitation and citizen services where citizens can get various desired information and services. PSeGS assists the DoGR in formulating and implementing policies, procedures and guidelines for the adoption of Information Technology and e-governance for improvement of citizen services through various government departments and to promote and disseminate Information Technology culture in the State so that the common man could avail the benefit of information technology and e-governance at large. For achieving the aforesaid objectives DoGR and PSeGS needs manpower of various categories from time to time.

### **2.2. Invitation For Bid (IFB)**

- 2.2.1. Through this tender, PSeGS invites proposals from interested bidders (Manpower Service Providers) for providing manpower of various categories at different positions on outsourcing basis to the offices of DoGR and PSeGS.
- 2.2.2. PSeGS shall enter into an agreement for three years with the successful bidder to obtain manpower required for various projects of DoGR and PSeGS.
- 2.2.3. Only the bidder, in whose name this tender document is purchased, shall be eligible to submit the bid.
- 2.2.4. PSeGS may at its own discretion, extend the date for submission of proposals. In such case, all rights and obligations of the PSeGS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3.0 Instructions to Bidders (ITB)**

#### **3.1. Definitions**

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

- 3.1.1. "Client" or "PSEGS" means Punjab State e-Governance Society.
- 3.1.2. "Department" or "DoGR" means Department of Governance Reforms.
- 3.1.3. "Bidder" means firm / company / business entity who submits bid in response to this tender
- 3.1.4. "Committee" means the committee constituted by DoGR and/or PSeGS for evaluation of bids.
- 3.1.5. "Manpower" or "Personnel" means the various categories of personnel deployed by the Manpower Service Provider viz Data Entry Operators, various IT Professionals, Office Assistants, Senior Assistants, Legal Assistants, Peons, etc.
- 3.1.6. "Supplier" or "MSP" or "Manpower Service Provider" or "Service Provider" means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender, for Supply of manpower to DoGR and/or PSeGS under the contract.
- 3.1.7. "Contract" means the contract entered between the client and the successful bidder for supply of manpower with the entire documentation specified in the tender.
- 3.1.8. "State" refers to State of Punjab.
- 3.1.9. "GCC" mean General Contract Conditions.
- 3.1.10. "Proposals" or "Bids" means proposal or bid submitted by bidders in response to this tender issued by the Client for selection of MSP.
- 3.1.11. "INR" means currency in Indian Rupees
- 3.1.12. "Tender" means tender floated by Client for supply for manpower.

#### **3.2. General**

- 3.2.1. All information supplied by bidders shall be treated as contractually binding on the Bidders on successful award of the assignment by the Client on the basis of this tender.
- 3.2.2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Client. Any notification of preferred bidder status by the Client shall not give rise to any enforceable rights by the Bidder. The Client may

cancel this tender at any time prior to a formal written contract being executed by or on behalf of the Client.

3.2.3. This tender supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this tender, and Bidders should place no reliance on such communications.

3.2.4. This tender does not constitute an offer by Client. The bidder's participation in this process may result in Client selecting the bidder to engage towards execution of the contract.

### **3.3. Validity of Bids**

3.3.1. **Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids.** The Client reserves right to reject a proposal valid for a shorter period as non-responsive.

3.3.2. In exceptional circumstances, the Client may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its Bid.

### **3.4. Right to Terminate the Process**

3.4.1. The Client reserves the right to annul the tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **3.5. Tender Document Fees**

3.5.1. The bidder may download the tender document from the website as mentioned in document control sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

### **3.6. Amendment to the Tender Document**

3.6.1. Amendments necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Client shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

3.6.2. The Corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.

3.6.3. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.

3.6.4. In order to provide prospective Bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Client may, at its discretion, extend the last date for the receipt of Bids.

### **3.7. Clarifications on submitted bids**

3.7.1. During process of evaluation of the Bids, Client may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

### **3.8. Earnest Money Deposit (EMD)**

3.8.1. The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

3.8.2. The EMD shall be in Indian Rupees and bidder has to pay through online mode.

3.8.3. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.

3.8.4. EMD of all unsuccessful bidders would be refunded by Client as promptly as possible after signing of the agreement with the successful bidder.

3.8.5. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

3.8.6. The EMD lying with the Client in respect of other tender / RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. The EMD may however, be taken into consideration in case tenders are re-invited.

3.8.7. The Earnest Money will be forfeited on account of one or more of the following reasons:-

3.8.7.1. Bidder withdraws its Bid during the validity period specified in tender.

3.8.7.2. Bidder does not respond to requests for clarification of its Bid.

3.8.7.3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

3.8.7.4. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

### **3.9. Preparation of Bid**

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

3.9.1. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the

requirements of the bid shall be at Bidder's own risk and may be liable for rejection.

- 3.9.2. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- 3.9.3. The Bid shall be typed and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 3.9.4. In addition to the identification, all the envelopes containing the Bids shall mention the name and address of the Bidder to enable the proposal to be returned in case it is declared late pursuant, and for matching purposes.
- 3.9.5. No bidder shall be allowed to modify, substitute, or withdraw the Bid after its submission.
- 3.9.6. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Client to facilitate the evaluation process, in negotiating a definitive MSP and all such activities related to the bid process. Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 3.9.7. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 3.9.8. Bid document must contain an Index Page and each page of the bid document must be serially numbered and in accordance with the index page. The page numbering pattern should have "**Serial Number/Total Number of the Bid Document e.g. 1/100**". No page should be left without page number and signature.
- 3.9.9. Failure to comply with the below requirements shall lead to the Bid rejection:-
  - 3.9.9.1. Comply with all requirements as set out within this tender.
  - 3.9.9.2. Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
  - 3.9.9.3. Non submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

### 3.10. Late Bids

- 3.10.1. Bids received after the due date and the specified time (including extended period, if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.



3.10.2. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.

### **3.11. Disqualifications**

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

- 3.11.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 3.11.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 3.11.3. Failed to provide clarifications related thereto, when sought;
- 3.11.4. Submitted more than one Bid (directly/in-directly);
- 3.11.5. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- 3.11.6. Submitted a bid with price adjustment/variation provision.
- 3.11.7. Documents are not submitted as specified in the tender document.
- 3.11.8. Suppressed any details related to bid.
- 3.11.9. Submitted incomplete information, subjective, conditional offers and partial offers submitted
- 3.11.10. Not submitted documents as requested in the checklist
- 3.11.11. Submitted bid with lesser validity period
- 3.11.12. Any non-adherence/non-compliance to applicable tender content

### **3.12. Deviations**

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission

### **3.13. Outsourcing**

The MSP shall not be allowed to outsource/ sublet any part of the Manpower Supply Order issued by the Client.

### **3.14. Bid Opening**

- 3.14.1. The Bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by

Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

3.14.2. Only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings.

3.14.3. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening.

### 3.15. Bid Evaluation

3.15.1. Client will constitute a committee to evaluate the Bids submitted by Bidders. A two-stage process, as explained hereinafter, will be adopted for evaluation of Bids. No correspondence will be entertained outside the process of evaluation with the Committee.

3.15.2. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection. Seeking clarifications cannot be treated as acceptance of the bid. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references.

### 3.16. Eligibility Criteria

The Eligibility criteria Evaluation of the bidders will be carried out by the Committee as per the Eligibility criteria defined in the tender document. Only the bidders who fulfill the given Eligibility Criteria shall be eligible for next round of evaluation i.e. evaluation and commercial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing. The eligibility criteria are given as below:-

#### 3.16.1. Eligibility Criteria in case Bidder is an OEM:-

**Note: All the mentioned documents have to be scanned and uploaded.**

S. No.	Particulars	Eligibility Criteria	Supporting documents
1.	Legal Entity	Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partner--ships (LLP) Act, 2008 or registered under Partnership Act, 1932.	a. Certificate of Incorporation / Certificate of Registration b. Memorandum and Articles of Association / Partnership deed.
2.	Business Continuity and Past Relevant Experience	The bidder must have satisfactorily completed or currently providing at least 100 personnel to any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU organization / office in India for a period exceeding three years as on 31.12.2014.	Work Orders along with the completion Certificate/ satisfactory client Certificate confirming year, cost and area of activity.  Any other relevant documents

*Tender document for selection of Manpower Service Provider (MSP)*

		<p>Further, the bidder should have a experience of having successfully completed similar works during last 3 years ending 31.12.2014 as per following details:-</p> <ol style="list-style-type: none"> <li>a. Three similar works each costing not less than the amount equal to Rs. 1 Crore.</li> <li>b. Two similar work each costing not less than the amount equal to Rs. 1.5 Crore.</li> <li>c. One similar works each costing not less than the amount equal to Rs. 3 Crore.</li> </ol> <p>(Similar works means - supply of full-time manpower, as defined in Clause 3.1.5)</p>	for costing of each similar work may also be accepted.
3.	Turnover	Bidder Should have Total Average Annual Turnover of INR 3 (three) Crore <b>from supplying of manpower</b> only, in the last three (3) financial years as of 31st March 2014.	a. Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising member of Institute of Chartered Accountant of India.
4.	ISO Certification	The bidder should be ISO 9001:2000 certified.	Self-certified copy of certification which is valid on date of bid submission.
5.	Disclosures	<p>The Bidder needs to submit the undertaking that the Bidder :-</p> <ol style="list-style-type: none"> <li>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</li> <li>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</li> <li>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a manpower supplying contract within a period of three years preceding the commencement of the manpower supplying process, or not have been otherwise disqualified pursuant to debarment proceedings.</li> </ol>	Self-Certified letter
6.	Service Tax Registration	The Bidder should have valid Service Tax registration certificate and PAN in the name of firm / LLP / Company	Self-certified copy of relevant valid certificate
7.	Local office in Chandigarh / Mohali / Panchkula	The bidder must have operating office in Chandigarh / Mohali / Panchkula.	A self certified letter indicating the addresses of the Corporate Office, Branch offices and name of Directors on its pre-printed letter heads.
8.	EPF / ESI / Labour registration	The bidder must be registered with the Provident Fund, ESI and Labour Organizations / Departments	Attested copy Certificate of registration with the Provident Fund, ESI and Labour Organizations / Departments
9.	Liquid financial assets	The bidder must have liquid financial resources of not less than Rs.50 lakh	Certificate from the bidder's banker.

10.	Furnishing Tender document fees and EMD	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof
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**3.17. Commercial Bids Evaluation**

- 3.17.1. Commercial Bids would be opened only for those Bidders, who qualify all the Eligibility Criteria as explained above on the prescribed date in the presence of bidder’s representatives.
- 3.17.2. The bidder offering Lowest “**Administrative Charges**” would be termed as L1 (Least Cost) bidder.
- 3.17.3. In case the evaluated bid amount of two or more bidders are the same, the evaluation will be done based on the following criteria, first (a) then if required based on (b):
  - a) Aggregate turnover of three financial years under consideration ending on 31-03-2014.
  - b) Aggregate personnel employed during three financial years under consideration ending on 31-03-2014.
 The higher or highest as applicable shall be considered as the successful bidder.
- 3.17.4. Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 3.17.5. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 3.17.6. **Bidder quoting zero or negative service charges will be treated as non-responsive** and will result in forfeiture of the EMD.
- 3.17.7. Errors & Rectification:
  - 3.17.7.1. If there is a discrepancy between words and figures of the Administrative Charges, the amount in figures will prevail.
  - 3.17.7.2. If the bidder doesn’t accept the correction of error(s) as specified, its bid will be rejected.

**3.18. Notification of Award of Contract**

Client will notify the successful bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee of Rs. 50 lakh as performance security by the successful bidder.

**3.19. Performance Security**

- 3.19.1. As soon as possible, but not more than 15 days following receipt of letter of award of the contract, the successful bidder shall furnish PBG of Rs. 50 lakh as performance security.
- 3.19.2. PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, MSP will have to extend the PBG proportionately.

- 3.19.3. In case the successful bidder fails to submit PBG within the time stipulated, the Client at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 3.19.4. The MSP will not be entitled for any interest on the PBG submitted.
- 3.19.5. Client shall forfeit the PBG in full or part in the following cases:
  - 3.19.5.1. When the terms and conditions of contract are breached/ infringed
  - 3.19.5.2. When contract is being terminated due to non-performance of the MSP
  - 3.19.5.3. Client incurs any loss due to MSP's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **3.20. Signing of Contract**

The successful bidder will sign the Contract with Client within 15 working days of the release of notification and submission of performance security. After signing of the Contract, no variation in or modification of the term of the Contract shall be made except by mutual written amendment signed by both the parties.

### **3.21. Fraud and Corrupt /Malpractices**

All the Bidders must observe the highest standards of ethics during the process of selection of MSP and during the performance and execution of contract.

3.21.1. For this purpose, definitions of the terms are set forth as follows:

- 3.21.1.1. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.
  - 3.21.1.2. "**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 prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.
  - 3.21.1.3. "**Unfair trade practice**" means supply of services different from what is ordered on, or change in the Scope of Work given in Section IV.
  - 3.21.1.4. "**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.
- 3.21.2. Client 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.
- 3.21.3. Client will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, 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.

## **4.0 General Contract Conditions (GCC)**

### **4.1. Application**

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

## **4.2. Standards of Performance**

The MSP shall deliver the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The MSP shall always act in respect of any matter relating to this contract as faithful supplier to the Client. The MSP shall always support and safeguard the legitimate interests of the Client, in any dealings with the third party. The MSP shall conform to the standards laid down in the tender in totality.

## **4.3. Contract Period**

This contract shall be valid for a period of 3 (three) years from the date of signing of contract. If the services of the MSP are found satisfactory, contract may be extended for an additional period of maximum 1 year by mutual consent on the basis of same terms & conditions.

## **4.4. Prices**

4.4.1. The service charges quoted in the commercial bid shall be exclusive of all statutory duties & taxes.

4.4.2. The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract. No changes in any government statutory duties and addition of any new taxes shall be entertained.

## **4.5. Scope of Services**

4.5.1. The MSP shall be responsible for providing the requested number of Staff for all categories of services at Chandigarh and anywhere in Punjab, or even out of Punjab as per requirements of Client. Written communication (via paper or e-mail) will be sent to the MSP for adding or removing staff. Unless the dates of deployment / termination are specified in the written communication, requests for adding or removing staff must be completed within 7 days of sending of written request by the Client.

4.5.2. The MSP shall ensure that the personnel deployed shall meet the prescribed qualification and experience and the same must be submitted to the Client.

4.5.3. If required, the MSP may be asked to submit the list of personnel deployed by him along with medical certificate, police verification of character and antecedents, personal details such as names of parents, address (temporary and permanent), telephone number.

4.5.4. The Client may ask for termination or replacement of the services of any of the MSP's personnel without assigning any reason thereof. 7 days notice period will be given in this regard. The decision of the Client will be final and binding on the MSP. No discussions will be entertained in this regard.

4.5.5. No guarantee can be given as to the minimum number of staff to be deployed or the amount of business that will be generated during the contractual period. The indicative figures of the staff that is being

presently deployed and the approximate cumulative cost to the Client is as follows:-

4.5.5.1. Total number of outsourced staff at present is 162. However, this number may increase/ decrease, from time to time, depending upon the actual requirement.

4.5.5.2. Financial liability of PSEGS and DoGR for the above indicated staff (per month): 30 Lakhs

The existing persons will be taken over by the MSP. The number of persons to be hired is tentative which may decrease or increase. The same will be intimated to MSP from time to time. The qualifications of all personnel will be decided by Client. Remunerations of each personnel will be fixed by Client + Statutory Charges etc. as per Govt. instructions.

4.5.6. All the billing under this contract shall be made only from the MSP's Chandigarh / Mohali / Panchkula office.

#### **4.6. Payment Terms**

4.6.1. Payment to the MSP shall be made in Indian Rupee through account payee cheque only on monthly basis.

4.6.2. The MSP shall submit all invoices for the month before the 2<sup>nd</sup> working day of the following month. The invoice shall give the following details:-

4.6.2.1. Salary paid for the personnel based on attendance (computed at the rates as may be notified by the Client from time to time per month of 30 days) less the employee's contribution of PF and ESI and other statutory dues payable to the concerned authorities by the MSP supported by attendance sheet; (Reimbursable amount).

4.6.2.2. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities (Reimbursable amount).

4.6.2.3. Client's contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities.

4.6.2.4. Service Provider's fees computed on the total of 4.6.2.1 to 4.6.2.3 above.

4.6.2.5. Service tax payable (if any) at the prevailing rates as on the invoice submission date on the total of 4.6.2.1 to 4.6.2.4 above.

4.6.2.6. Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.

4.6.3. Payments shall be subject to deductions of any amount for which the MSP is liable under the empanelment. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

4.6.4. Deduction/Penalty clauses are as follows:-

4.6.4.1. Salary must be disbursed to the complete outsourced staff on or before 7<sup>th</sup> of every month. Delayed disbursement of salary to even a single staff person beyond the 7<sup>th</sup> of any month will attract a penalty of Rs. 500/- per day. This deduction will be made from the Administrative Charges of the MSP. Relevant proofs are to be submitted to this effect failing which the penalty would be levied. Client reserves the right to ask for any further clarification / documents in this regard.

4.6.4.2. If at any stage it is found that any of the deployed manpower does not meet the educational/experience related qualification mentioned in the supply order, a penalty of 20% of all the payments made towards that

particular manpower will be levied on the MSP. The decision of the Client as to whether the qualifications are met as per the set criteria will be final and binding on the MSP.

- 4.6.4.3. In case of more than a week's delay in supplying manpower from the date of sending written request by the Client, a penalty shall be levied equal to the daily average man-month rate rate of the respective delayed manpower (i.e Man-month rate of the person / number of working days of the month \* number of days absent or delayed). This penalty shall be over & above the non-payment for absence of any such manpower (more than allowed leaves).
- 4.6.4.4. If the EPF / ESI challans of previous month are not submitted with the salary bills of the following month for which payment is due, a penalty of 25% of the total Administrative Charges calculated for the staff whose EPF / ESI challans of previous month are not submitted with the salary bills of the month for which payment is due.

#### **4.7. Other terms & Conditions**

- 4.7.1. The persons deployed by MSP will perform their duties to the satisfaction of the Client. The MSP or his representative will report at the office of DoGR whenever desired by the Client for co-ordination.
- 4.7.2. Supplied manpower is required to work as per normal working hours of PSEGS/State Government where they are placed. The manpower will also follow the holiday schedule of the PSEGS/ State Government where they are placed.
- 4.7.3. The daily attendance of manpower resources will be marked in the register maintained by the Client or as per the Client's directions.
- 4.7.4. In case of long (not more than 10 days) and unauthorized absence of any of the personnel, the MSP shall take immediate steps for replacement to ensure that the work of the Client does not suffer.
- 4.7.5. The MSP will be responsible to ensure maintenance of office decorum and discipline by the personnel provided by him. In case of persistent misbehaviour of any of the personnel, the MSP shall provide a replacement on receipt of complaint by the Client.
- 4.7.6. The personnel employed by the MSP will be the employee of the MSP only for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said manpower and the Client and they shall not have any claim on regularization of their services.
- 4.7.7. If personnel provided by the MSP are found to be indulging in any undesirable or unfair activities in the Office premises, the MSP will be solely responsible for all the consequences, apart from, liberty of the employer to lodge a complaint before appropriate authorities.
- 4.7.8. The MSP will be solely responsible to fulfill all its obligations towards the manpower deployed under the various relevant and applicable Acts amended from time to time and for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF/ EDLI or any other statutory due with the concerned department/ authorities in the



account of concern person at its own level besides maintaining such record in relations thereto as per rules.

- 4.7.9. The MSP shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Client for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Client. The MSP shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.
- 4.7.10. The MSP shall pay the personnel at the rates as may be notified by the Client from time to time. This amount would be paid to the personnel after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made by 7th day of the next month for which the payment is due without waiting for the following:-
- 4.7.10.1. Payment of his invoice to the Client.
- 4.7.10.2. Attendance of the personnel is not received by the MSP. In such cases, if the attendance reveals that deductions need to be made from the salary released to the personnel, the adjustments would be made in the next salary payable to the employee.
- 4.7.11. The MSP shall deposit the Client's and Employee's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Client.
- 4.7.12. All salaries of the outsourced staff shall be disbursed through online modes only and cheque payments shall not be acceptable.
- 4.7.13. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The MSP shall be solely responsible for the delay. Any delay in payment of the invoice provided by the MSP shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The MSP should have ample financial resources to meet such exigency for a period of at least three months.
- 4.7.14. The Annual statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel with copy to the Client.
- 4.7.15. The MSP shall be answerable to the Member Secretary, PSEGS and / or to an office authorized by the Client for the coordinating the day -to-day work.
- 4.7.16. The decision of the Client pertaining to the quality and quantity of works / services performed by the manpower provided by the MSP will be final and acceptable to the MSP besides being binding. It shall be the

responsibility of the MSP to rectify the deficiencies so pointed out without any extra payment. In the event of default by MSP, the Client reserves the right to get the work / services, so dropped, done at its own level at the cost, risk and responsibility of the MSP after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the bills of the contractor or from any other outstanding dues, as it may deem fit.

- 4.7.17. The MSP shall ensure that all the employees get minimum wages and other benefits as are admissible under various labour laws & any other applicable the statutory obligations. The bidder shall provide full information, in respect of the wages or any other payment paid to the employee so deployed in conformity with the provisions of the Labour (Regulations and Abolition) Act 1970 and Rules 1971, to the Client.
- 4.7.18. In the event of any theft/ loss occurred to the Client on an account of negligence of agency/ MSP's employees, the MSP shall make good the loss sustained by the Client either by the replacement or by paying, or on payment adequate compensation as decided by Client.
- 4.7.19. In case of any complaint/ defect pointed out by the competent authorities the MSP shall immediately replace the particular person so deployed without further arguments.
- 4.7.20. MSP must get the contract detail added in the license issued by the Labour Department.
- 4.7.21. The guidelines issued by Government from time to time with regards to implementation of any mandatory provision or other statutory requirements must be complied by the MSP.

#### **4.8. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

#### **4.9. Governing Language**

The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

#### **4.10. Taxes and Duties**

All taxes, duties and any statutory levies etc. payable by the MSP during the contract tenure shall be the sole responsibility of the MSP.

#### **4.11. Confidentiality**

- 4.11.1. The MSP must ensure that the manpower deployed by it keeps confidential all the details and information with regards to the various projects they are working on.

- 4.11.2. The Client shall retain all rights to prevent, stop and if required take the necessary punitive action against the MSP regarding any forbidden disclosure.

#### **4.12. Termination of Contract**

PSeGS reserves the right to terminate the contract without assigning any reasons thereof. Some of the reasons which shall lead to the termination of contract:

- 4.12.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period
- 4.12.2. On expiry of the term of contract.
- 4.12.3. Termination of Contract by the Client due to non- adherence of contract/tender terms and conditions

#### **4.13. Termination for Insolvency, Dissolution etc.**

Client may at any time terminate the Contract by giving written notice to the MSP, if the MSP becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the MSP, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client.

#### **4.14. Termination for Convenience**

Client reserves the right to terminate, by prior written notice of 90 days, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

#### **4.15. Force Majeure**

- 4.15.1. The MSP shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.15.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the MSP and not involving the MSP's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Client in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 4.15.3. If a Force Majeure situation arises, the MSP shall promptly notify Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the MSP shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **4.16. Resolution of Disputes**

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

#### 4.16.1. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub- clause of resolution of disputes shall become applicable.

#### 4.16.2. Arbitration

In case dispute arising between the Client and the MSP, which has not been settled amicably, the MSP can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the MSP. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

#### **4.17. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

## 5.0 Bid Formats

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

Sr. No.	Form	Description
1.	Form-1	Covering Letter
2.	Form-2	Eligibility Criteria Form
3.	Form-3	Commercial Bid Form

*[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]*

**5.1. Form-1: Covering Letter requesting selection as Manpower Service Provider**

**Bid Reference No. :**

*[Bidders are required to submit the covering letter as given here on their letterhead]*

To

**Member Secretary,  
Punjab State e-Governance Society,  
O/o Department of Governance Reforms,  
SCO-193-195, Sector-34A,  
Chandigarh-160022**

**Sub: Bid for Selection as Manpower Service Provider.**

Dear Sir,

1. We, the undersigned, have carefully examined the referred tender no. PSeGS/MSP/2015/1, offer to propose for the selection as Manpower Service Provider, in full conformity with the said tender.
2. We have read all the provisions of tender & Corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Bid, consisting of this letter and commercial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.  
;
5. Until the formal final Contract is prepared and executed between us, this Bid, together with your written acceptance of the Bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating/co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. EMD of Amount Rs. 5 Lakh (Rs. 5,00,000/-) has been paid online. Details are as below:-  
*[Insert the details as applicable].*
11. Tender document cost has also been paid online. Details are as below:-  
*[Insert the details as applicable].*
12. Our details have been filled below:-

1. Name of the Service Provider	
2. Principal place of business:	
3. Address with Telephone numbers, Fax number etc	
4. Address of Branch office in Tri-city (if not same as above)	
5. Status whether run by an Individual, Partnership Firm, Registered Client, Private company, Public Company	
6. Date of incorporation and/or commencement of business	
7. Name of Proprietor/ Partners/ Directors	
8. Registration Number	
9. PAN Number	
10. Service Tax Registration Number	
11. ESI Registration Number	
12. EPF Registration Number	
13. Brief description of the Service Provider's line of business	
14. Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Service Provider with power of attorney.	
15. Details of individuals who will serve as the point of contact/communication with the PSEGS or DoGR in case of the award of the contract. <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i>	

13. Details of supplying manpower related works/contracts that are in progress or have been completed (Proofs attached) :-

S. No.	Name of the Service Contract	Name of the Client	Number of persons deployed	Value of Contract	Contract start date	Contract completion date

**Signature**

**Full Name**

**In the capacity of**

**Duly authorised to sign Proposal for and on behalf of**

**Date**.....

**Place**.....

[\*: Strike off whichever is not applicable]

## 5.2. Form 2: Eligibility Criteria Form

**Bid Reference No. :**

S. No.	Particulars	Eligibility Criteria	Supporting documents	Pg No	Compliance (Yes/No)
1.	Legal Entity	Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 or registered under Partnership Act, 1932.	a. Certificate of Incorporation / Certificate of Registration b. Memorandum and Articles of Association / Partnership deed.		
2.	Business Continuity and Past Relevant Experience	The bidder must have satisfactorily completed or currently providing at least 100 personnel to any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU organization / office in India for a period exceeding three years as on 31.12.2014.  Further, the bidder should have a experience of having successfully completed similar works during last 3 years ending 31.12.2014 as per following details:-  d. Three similar works each costing not less than the amount equal to Rs. 1 Crore. e. Two similar work each costing not less than the amount equal to Rs. 1.5 Crore. f. One similar works each costing not less than the amount equal to Rs. 3 Crore. (Similar works means - supply of full-time manpower, as defined in Clause 3.1.5)	Work Orders along with the completion Certificate/ satisfactory client Certificate confirming year, cost and area of activity.  Any other relevant documents for costing of each similar work may also be accepted.		
3.	Turnover	Bidder Should have Total Average Annual Turnover of INR 3 (three) Crore <b>from supplying of manpower</b> only, in the last three (3) financial years as of 31st March 2014.	a. Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising member of Institute of Chartered Accountant of India.		
4.	ISO Certification	The bidder should be ISO 9001:2000 certified.	Self-certified copy of certification which is valid on date of bid submission.		
5.	Disclosures	The Bidder needs to submit the undertaking that the Bidder :-  d. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for	Self-Certified letter		



		<p>any reason.</p> <p>e. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>f. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a manpower supplying contract within a period of three years preceding the commencement of the manpower supplying process, or not have been otherwise disqualified pursuant to debarment proceedings.</p>			
6.	Service Tax Registration	The Bidder should have valid Service Tax registration certificate and PAN in the name of firm / LLP / Company	Self-certified copy of relevant valid certificate		
7.	Local office in Chandigarh / Mohali / Panchkula	The bidder must have operating office in Chandigarh / Mohali / Panchkula.	A self certified letter indicating the addresses of the Corporate Office, Branch offices and name of Directors on its pre-printed letter heads.		
8.	EPF / ESI / Labour registration	The bidder must be registered with the Provident Fund, ESI and Labour Organizations / Departments	Attested copy Certificate of registration with the Provident Fund, ESI and Labour Organizations / Departments		
9.	Liquid financial assets	The bidder must have liquid financial resources of not less than Rs.50 lakh	Certificate from the bidder's banker.		
10.	Furnishing Tender document fees and EMD	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof		

**5.3. Form 3: Commercial Bid Form**

*[To be submitted by the bidder as per the format given below in a separate sealed cover]*

**Bid Reference No. :**

To,

The Member Secretary, PSEGS cum Director,  
Department of Governance Reforms,  
SCO – 193 – 195, Sector – 34  
Chandigarh

Sir,

Sub: Providing manpower to the office of PSEGS and DoGR

Ref: Tender No. PSeGS/MSP/2015/1

We have gone through the bid document and have fully understood the scope of work and the terms and conditions of the tender.

We will be making payment of the remuneration to the personnel at the rates as may be notified by you from time to time and conditions and make payments of PF and ESI and other payments if any regularly to the appropriate authorities.

We will comply with all the requirements of the applicable laws, Acts and Rules.

Our bid for providing the above services as per provisions of the terms and conditions shall be the following:

- A. Administrative Charges: ..... *[in words]* Percent of payments on the total amount of Remuneration, PF & ESI.
- B. Service Tax if any at the applicable rates on the total amount of invoice shall be extra

Yours faithfully,

**Dated this [day / month / year]**

**Authorized Signatory (in full and initials):**

**Name and title of signatory:**

**Duly authorized to sign this Proposal for and on behalf of [Name of MSP]**

**Name of Firm:**

**Address:**

Annexure A: Performance Bank Guarantee

<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
<Fax Nos.>  
<Email id>

Whereas, <<name of the MSP and address>> (hereinafter called “the applicant/MSP”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/MSP shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the MSP such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the MSP, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the MSP to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/MSP before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the MSP shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.