



**Tender document for appointment of Service Provider for
providing manpower services**

Reference number: PSeGS/MSP/2022/1

**Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071**

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1. Notice inviting tender

Government of Punjab

---RFP Reference Number: PSeGS/MSP/2022/1

Punjab State e-Governance Society (PSeGS) invites online bids for the appointment of Service Provider for providing manpower services.

Closing date and time is 31.01.2022 at 03.00 PM. For details log on to

<https://dgrpg.punjab.gov.in/> and <https://eproc.punjab.gov.in/>.

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2. Document control sheet

S.N.	Particular	Details
1.	Document reference number	PSeGS/MSP/2022/1
2.	Date & time for the start of sale of e-tender	08-01-2022 09:30 Hrs
3.	Date and time for submission of queries through email	17-01-2022 upto 10:30 Hrs
4.	Date and time for pre-bid meeting	17-01-2022 11:00 Hrs
5.	Date and time for submission of bids	31-01-2022 upto 15:00 Hrs
6.	Date and time of opening of pre-qualification bids	04-02-2022 11:00 Hrs
7.	Date of opening of financial bids	To be intimated later
8.	Address for communication	Punjab State e-Governance Society, O/o Department of Governance Reforms and Public Grievances, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali - 160071
9.	Cost of tender document & mode of payment	Rs. 1,000/- (Rs. One Thousand Only) through online mode.
10.	Earnest Money Deposit (EMD) through online mode	Rs. 1,00,000 /- (Rs. One Lakh Only)
11.	Contact details	Sh. Subhash Sharma, Manager HR Mobile : +91 9815964127 Email: hr.psegs@punjab.gov.in
12.	Website for RFP reference	https://dgrpg.punjab.gov.in/ and https://eproc.punjab.gov.in/

Note: 2.1.1 All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

2. Definitions

- 2.1.1 Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:
- 2.1.1.1 “DGRPG” means Department of Governance Reforms and Public Grievances, Punjab.
 - 2.1.1.2 “PSeGS” means Punjab State e-Governance Society (which is the implementing agency of DGRPG). The contract will be signed through PSeGS.
 - 2.1.1.3 “Client” refers to DGRPG / PSeGS.
 - 2.1.1.4 “Bidder” means firm / company / business entity who submits bid in response to this tender.
 - 2.1.1.5 “Bid” means proposal submitted by bidders in response to this tender issued by PSeGS for selection of “MSP”.
 - 2.1.1.6 “Committee” means the committee constituted by PSeGS for evaluation of bids.
 - 2.1.1.7 “Manpower” or “Personnel” means the various categories of personnel deployed by the Manpower Service Provider viz Data Entry Operators, various IT Professionals, Technical Assistants, Office Assistants, Senior Assistants, Legal Assistants, Peons, HR personnel, accounts personnel or any other designation or post which the Client may require and requisition through the MSP.
 - 2.1.1.8 “Similar work” means supply of “Manpower”.
 - 2.1.1.9 “MSP” refers to “Manpower Service Provider” which means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender.
 - 2.1.1.10 “EMD” means “Earnest Money Deposit”.
 - 2.1.1.11 “PBG” means “Performance Bank Guarantee”.
 - 2.1.1.12 “Contract” refers to contract entered between PSeGS and the MSP.
 - 2.1.1.13 “SLA” refers to “Service Level Agreement”
 - 2.1.1.14 “Day” refers to calendar day unless mentioned otherwise.

3. Introduction

- 3.1.1 Department of Governance Reforms and Public Grievances, Punjab with the help of its implementing agency Punjab State e-Governance Society 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.
- 3.1.2 Through this tender, PSeGS invites proposals from interested bidders for supply of manpower services to the Client at various locations across Punjab and Chandigarh for a period of five years.

4. Instructions to bidders

4.1 Eligibility / pre-qualification criteria

4.1.1 The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e. Financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

4.1.2 The eligibility criteria are given as below:-

SN	Eligibility Criteria	Supporting documents
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 OR • A partnership firm OR • A sole proprietorship firm 	Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.
2.	<p>The bidder should be in operation for at least the last three years as on 31.10.2021 and should have successfully completed "Similar Work" in government / large private organizations which involved providing "Similar Work" during the last three years ending 31.10.2021 as per following details:-</p> <ol style="list-style-type: none"> a. One similar work costing not less than the amount equal to Rs. 1 crore. OR b. Two similar works each costing not less than the amount equal to Rs. 60 lakhs each. OR c. Three similar works costing not less than the amount equal to Rs. 40 lakhs each. 	<p>Work orders along with the completion certificate / satisfactory client certificate confirming year, cost, number of locations and area of activity. Work orders (which are in progress) in which minimum 1 year has been completed will also be considered.</p> <p>Any other relevant documents for number of years of operations and costing of each similar work may also be accepted.</p>
3.	Bidder should have minimum annual average turnover of Rs. 10 crore, in the last three financial years for which	<ul style="list-style-type: none"> • Audited Financial Statements OR

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SN	Eligibility Criteria	Supporting documents
	bidder's accounts have been audited.	<ul style="list-style-type: none"> • Certificate from statutory auditors clearly certifying the turnover requirements
4.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) / Cash flow for each of the last three audited financial years.	Certificate duly signed by statutory auditor of the bidder confirming the positive net-worth / cash-flow.
5.	The bidder should have supplied minimum 50 personnel in a single work order to any organization in the last 3 years ending 31.10.2021 out of which at least 25% should possess any of the technical qualifications like: B.Tech. / B.E. / M.Sc. / MCA.	Work order / contract to validate the number and type of manpower supplied. An undertaking regarding their 25% personnel possessing technical qualifications
6.	The bidder should be ISO 9001 certified which should be valid on date of submission.	Self-certified copy of certification
7.	<p>The bidder shall submit the undertaking that the bidder :-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not have been blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.</p> <p>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.</p> <p>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 within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	Self-Certified letter
8.	The bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copy of relevant valid certificates
9.	The bidder must have operating office in Chandigarh	A self-certified letter indicating the

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SN	Eligibility Criteria	Supporting documents
	Tricity or in Punjab. If there is no operating office in Chandigarh Tricity or in Punjab at present, the successful bidder must open an office within one month of award of contract.	address of the local office on its pre-printed letter heads. If the bidder does not have a local office at the moment, the bidder must give an undertaking that it will open a local office in Chandigarh Tricity or Punjab within one month of award of contract.
10.	The bidder must be registered with the Provident Fund, ESI and Labour Organizations / Departments	Attested copy of Certificate of registration with the Provident Fund, ESI and Labour Organizations / Departments
11.	The bidder must ensure to deposit the tender document fees and EMD	Any relevant proof
12.	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	Authorization letter

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

4.1.3 Bidders registered as a startup with Department of Industries & Commerce, Government of Punjab as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab, shall be exempted from eligibility criteria mentioned at Sr. No. 1 to 6 in the above table. Registered startups are required submit the self attested copy of the registration in order to avail the relaxations.

4.1.4 The compliance against the above criteria is to be submitted as per below format:-

Sl. No.	Particulars	Eligibility Criteria	Supporting documents	Pg. No.	Compliance (Yes / No)
...

4.2 Earnest Money Deposit (EMD)

- 4.2.1 The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 4.2.2 EMD of the successful bidder shall be retained as a part of the performance security till the validity of contract in addition to the Performance Bank Guarantee (PBG) as performance security. It shall be refunded after the expiry / termination of the contract subject to penalty deduction, if any.
- 4.2.3 EMD of all unsuccessful bidders (except those bidders who wish to retain their bids) would be refunded by PSeGS as promptly as possible after signing of the agreement with the successful bidder.
- 4.2.4 The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 4.2.5 The EMD will be forfeited on account of one or more of the following reasons:-
 - 4.2.5.1 Bidder withdraws its bid during the validity period specified in the tender.
 - 4.2.5.2 Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 4.2.5.3 In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.
 - 4.2.5.4 If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.

4.3 Clarification on tender document

- 4.3.1 The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

SN	Tender Clause No.	Page No.	Tender detail	Clause	Amendment Sought / Suggestion	Justification

4.4 Preparation of bid

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- 4.4.1 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.
- 4.4.2 The bidders can visit the Client's office to assess the quantum of work involved before submitting the bid. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 4.4.3 The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 4.4.4 The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 4.4.5 The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 4.4.6 The bids submitted by consortium of companies/firms or any sub-contractors will be rejected.
- 4.4.7 All correspondences between the bidders and PSeGS shall be written in the English language.
- 4.4.8 All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSeGS on the basis of this tender.
- 4.4.9 Failure to comply with the below requirements shall lead to the bid rejection
 - 4.4.9.1 Comply with all requirements as set out within this tender.
 - 4.4.9.2 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.
 - 4.4.9.3 Submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.5 Deviations

- 4.5.1 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.

4.6 Validity of bids

- 4.6.1 Bids shall remain valid till 180 (one hundred and eighty) days from the date of submission of bids. PSeGS reserves right to reject a proposal valid for a shorter period as non-responsive.
- 4.6.2 If required, PSeGS 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.
- 4.6.3 PSeGS 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.
- 4.6.4 PSeGS may, at its own discretion, extend the date for submission of proposals.

4.7 Amendment to the tender document

- 4.7.1 Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. 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.
- 4.7.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSeGS, at its discretion, may extend the last date for the receipt of bids.

4.8 Bid opening

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- 4.8.1 PSeGS will constitute a committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4.8.2 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.

4.9 Bid evaluation process

- 4.9.1 The bid evaluation will be carried out in a two stage process as under:
 - 4.9.1.1 Pre-qualification / eligibility evaluation (as per Clause 5.1)
 - 4.9.1.2 Financial bids evaluation
- 4.9.2 During process of evaluation of the bids, PSeGS 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 otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

4.10 Financial bids format and evaluation

- 4.10.1 The financial bid format is as under:

Administrative Charges in %	
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- 4.10.2 Financial 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, who may wish to be present.
- 4.10.3 The bidder offering lowest "Administrative Charges in %" would be termed as L1 (Least Cost) bidder or the successful bidder. The remaining bidders shall be ranked L2, L3, L4 and so on in increasing order of the quotes charges.
- 4.10.4 In case the evaluated bid amount (Administrative Charges quoted in the financial bid) of two or more bidders are the same, then the firm having higher average total turnover submitted as part of the eligibility criteria shall be considered as L1 than the other bidder.

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- 4.10.5 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 4.10.6 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 4.10.7 Bidder quoting zero or negative service charges will be treated as non-responsive and will result in forfeiture of the EMD.
- 4.10.8 The maximum administrative charges that can be quoted by any bidder is 2.5%. The bid of any bidder which quotes more than 2.5% shall be capped at 2.5%.
- 4.10.9 All bidders other than L1 bidder shall be given an option to be kept in a waiting list. In the event L1 declines the Lol or the contract gets terminated with L1 bidder, offer will be given to the next lowest bidder in the waiting list to match prices of L1 bidder, submit the PBG and sign contract. In the event L2 declines, L3 will be given the same option and so on. All bidders wishing to be kept in the waiting list shall have to deposit an amount of Rs. 25,000 as security deposit, which shall be refunded without interest when the contract with the MSP expires.

4.11 Disqualifications

- 4.11.1 PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
 - 4.11.1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder will be forfeited in such cases.
 - 4.11.1.2 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.
 - 4.11.1.3 Failed to provide clarifications related thereto, when sought;
 - 4.11.1.4 Submitted more than one bid (directly / indirectly);
 - 4.11.1.5 Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
 - 4.11.1.6 Submitted a bid with price adjustment/variation provision.
 - 4.11.1.7 Documents are not submitted as specified in the tender document.
 - 4.11.1.8 Suppressed any details related to bid.

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- 4.11.1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.11.1.10 Not submitted documents as requested in the checklist.
- 4.11.1.11 Submitted bid with lesser validity period.
- 4.11.1.12 Any non-adherence/non-compliance to applicable tender content.

4.12 Issue of Letter of Intent (LoI)

PSeGS will issue a Letter of Intent (LoI) to notify the successful bidder in writing about acceptance of their bid. The LoI will constitute the formation of the contract after submission of PBG to PSeGS as performance security by the successful bidder.

4.13 Performance security

- 4.13.1 The successful bidder shall furnish performance security to PSeGS valuing Rs. 30 lakhs as performance security within 15 days of release of LoI.
- 4.13.2 This performance security shall be in the form of PBG which 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 validity of PBG proportionately.
- 4.13.3 In case the successful bidder fails to submit PBG within the time stipulated, PSeGS 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.
- 4.13.4 The MSP will not be entitled for any interest on the performance security submitted.
- 4.13.5 PSeGS shall forfeit the performance security in full or in part in the following cases:
 - 4.13.5.1 When the terms and conditions of contract are breached/ infringed.
 - 4.13.5.2 When contract is being terminated due to non-performance of the MSP.
 - 4.13.5.3 The Clients incur any loss due to MSP's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.14 Signing of contract

- 4.14.1 The successful bidder will sign the contract with PSeGS within 10 days of the 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.

4.15 Fraud and corrupt / malpractices

- 4.15.1 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.
- 4.15.2 For this purpose, definitions of the terms are set forth as follows:
- 4.15.2.1 "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.
 - 4.15.2.2 "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.
 - 4.15.2.3 "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
 - 4.15.2.4 "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.
- 4.15.3 PSeGS 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.
- 4.15.4 PSeGS 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.

5. General Contract Conditions

5.1 Standards of performance

5.1.1 The MSP shall deliver the services and carry out its obligations under the contract with due diligence and efficiency 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 MSP to the Client. The MSP shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The MSP shall conform to the standards laid down in the tender in totality.

5.2 Confidentiality

5.2.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the MSP and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

5.2.2 The MSP shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential.

5.2.3 During the execution of the project except with the prior written consent of the Client, the MSP or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

5.2.4 The MSP will maintain the confidentiality of the data stored on the computer systems of end customer. The MSP will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the MSP.

5.3 Termination of contract for default

- 5.3.1 The Client or the MSP can terminate the contract in the event of default / violation of terms and conditions of this tender and/or engage the subsequent contract with other party by giving 3 months' written notice.

5.4 Termination of contract for insolvency, dissolution etc.

- 5.4.1 The 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.

5.5 Termination for convenience

- 5.5.1 The Client reserves the right to terminate, by prior written 3 months' notice, 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.

5.6 Force Majeure

- 5.6.1 The PBG and /or EMD of the MSP shall not be forfeited or the contract shall not be terminated 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.
- 5.6.2 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, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 5.6.3 If a Force Majeure situation arises, the MSP shall promptly notify the 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.

5.7 Resolution of disputes

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

5.7.1.1 Amicable Settlement: 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.

5.7.1.2 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 and amendments thereof. Such disputes shall be referred to the Arbitrator which shall be "Administrative Secretary, DGRPG". However, the MSP may request for changing the arbitrator, which shall be appointed by Hon'ble Punjab and Haryana High Court. 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 Mohali. 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.

5.8 Legal Jurisdiction

5.8.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

5.9 Amendment to the contract

5.9.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

6. Scope of Work

6.1 Introduction

- 6.1.1 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 the 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.
- 6.1.2 The MSP shall ensure that the personnel deployed shall meet the prescribed qualification and experience and the same must be submitted to the Client.
- 6.1.3 The manpower deployed by the MSP shall be at the sole disposal of the Client and can be utilized for various projects / duties in the State of Punjab and headquarters as may be required for the discharge of its objects and administrative convenience.
- 6.1.4 The Client may request MSP to give advertisement of job openings on outsource basis. Cost of such advertisements shall be reimbursed by the Client on production of actual bills of newspaper agency. Upon receiving the request for manpower from the Client, the MSP shall advertise the job opening in newspaper(s). The newspaper cutting would be submitted in the office of the Client along with the invoice. A written test and interview shall be conducted by the MSP for all the candidates that apply for the job openings. The MSP will be allowed to conduct written test and interview in the premises of the Client. The MSP shall supply the list of shortlisted candidates to the Client. After checking the testimonials of the shortlisted candidates, the Client shall suggest suitable candidates for the job opening.
- 6.1.5 If required, 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.

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- 6.1.6 The Client may ask for termination or replacement of the services of any of the MSP's personnel without assigning any reason thereof. The Client will give 1 month notice period for the same. The decision of the Client will be final and binding on the MSP. No discussions will be entertained in this regard.
- 6.1.7 No personnel deployed by the MSP shall be relieved from the services unless he serves the notice period of at least one month or the period as may be determined by the client from time to time and so communicated to MSP and the MSP shall ensure that the turnover of the trained manpower remains within limits. If the notice period is inadequate the shortfall will be made good by paying salary in lieu of the remaining notice period that is not served.
- 6.1.8 The salary of a resource who resigns or is terminated, shall be withheld by the MSP until the issuance of "No Dues Certificate" from the Client. In case there are some dues pending against any outsourced staff, the security amount kept by MSP shall be used by the Client to recover the pending dues. Alternatively, the Client reserves the right to recover such pending dues from the MSP in the future bills.
- 6.1.9 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. Total number of outsourced staff at present is 330. However, this number may increase/ decrease, from time to time, depending upon the actual requirement. Approximate financial liability of the Client for the above indicated staff (per month) is Rs. 96 lakhs. An indicative but not exhaustive categories of manpower required are as under:

Technical	Non- Technical
Project Managers	Legal Assistant
Administrators (Database, System, Network, Voice & support, Security)	Office Assistants / Office Executives
Engineers, Network Field Engineers, Sr. Engineers, Sr. Software Engineers, Sr. QA Engineers,	Human Resource / Admin
Technical Executives / Technical Assistants	Accountants, Sr. Accountants, Account-cum-Type Clerks
Developers (Sr. Web, Sr. Dot Net, JAVA, Mobile App), Programmers	Data Entry Operators
Consultants, Cyber Security Consultants	Housekeeping & Supporting staff

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	(Peons, Gardeners, Security Guards), Caretaker
Software Developers/ Testers	Drivers
Business Analyst/ System Analyst	

- 6.1.10 The MSP is required adequate database of suitable candidates for all the above positions at all times during the contract.
- 6.1.11 Preferably, the existing manpower may be retained by the MSP, so as to ensure that the continuing activities are not disrupted. The number of persons to be hired is tentative which may decrease or increase on project to project basis. The same will be intimated to MSP from time to time. The qualifications of all personnel will be decided by the Client. Remunerations of each personnel will be fixed by the Client. The MSP shall be liable for all Statutory Charges etc. as per Govt. instructions, if applicable.
- 6.1.12 Salary must be disbursed to the complete outsourced staff on or before 7th of every month except for the staff who have resigned and their no dues certificate is pending. The Client reserve the right to ask the MSP to stop salary of any number of outsourced staff who is at fault, provided such notice is given in written via letter or e-mail. However, the salary of remaining staff will be paid as per above timelines. The Client reserves the right to ask for any further clarification / documents in this regard.
- 6.1.13 The MSP must make the employees' portal available to all the employees to access the details of salary, deductions, deposits, insurance etc. and the same should be updated within 3 days after the disbursement of the salary to enable the employees to download their salary slips & other details. The access to view the details of the complete manpower on employees portal may also be provided to at least 2 officers of the Client in order to apprise the client of the details of each employee's position.
- 6.1.14 A single nodal officer to be deployed by MSP will perform the duties to the satisfaction of the Client. The MSP or his representative will report at the office of the Client, whenever desired by the Client for co-ordination.

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- 6.1.15 The persons deployed by MSP shall have to route their entire correspondence, requests and representations through the MSP and the decision as conveyed by the Client to MSP shall be final and binding on the personnel.
- 6.1.16 Supplied manpower is required to work as per normal working hours of the Client where they are placed. The manpower will also follow the holiday schedule of the Client where they are placed.
- 6.1.17 The MSP shall provide and maintain a mobile app for marking attendance of the deployed manpower. The mobile app must have geotagging facility and should be customized as per requirements of the Client. The tentative fields to be captured are manpower detail, photo, date, time, location coordinates, city, pin code, IP address, etc. The read access for generating reports and viewing attendance must be provided to the Client.
- 6.1.18 In case of long (not more than 10 days) and unauthorized absence, inefficiency or indiscipline of any of the MSP personnel, the MSP shall take immediate steps for replacement to ensure that the work of the Client does not suffer.
- 6.1.19 The MSP will be responsible to ensure maintenance of office decorum and discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the MSP shall provide a replacement on receipt of complaint by the Client.
- 6.1.20 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. All requests and representations shall be routed by the personnel deputed by MSP through MSP only.
- 6.1.21 If personnel provided by the MSP are found to be indulging in any undesirable or unfair activities in the Client's premises, the MSP will be solely responsible for all the consequences, apart from liberty of the employer to lodge a complaint before appropriate authorities.
- 6.1.22 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

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statutory contributions to the ESI / EPF / EDLI or any other statutory dues with the concerned department/ authorities in the account of concern person at its own level besides maintaining such record in relation thereto as per rules. The MSP shall also be responsible to mandatorily provide Group Insurance to all the manpower at their cost.

- 6.1.23 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 MSP.
- 6.1.24 MSP shall be responsible for all statutory compliances and obligations arising out of the deployment of manpower. Apart from the penalties laid down in the contract, MSP shall indemnify the Client for any payments, obligations, penalties, etc. levied by any court or statutory body immediately on such demand, in writing, raised by the Client. Non-payment of such amount within 30 days shall invite a levy of interest at the prevailing market rates, which at present is 12% per annum.
- 6.1.25 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 following month for which the payment is due without waiting for the following:-
- 6.1.25.1 Payment of its previous invoices submitted to the Client.
- 6.1.25.2 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.
- 6.1.26 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

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personnel to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Client.

- 6.1.27 All salaries of the outsourced staff shall be disbursed through online modes only and cheque payments shall not be acceptable.
- 6.1.28 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.
- 6.1.29 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.
- 6.1.30 The MSP shall be answerable to an officer authorized by the Client for the coordinating the day -to-day work.
- 6.1.31 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 the Client may deem fit.
- 6.1.32 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.
- 6.1.33 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

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the Client either by the replacement or by paying, or on payment adequate compensation as decided by Client.

- 6.1.34 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.
- 6.1.35 MSP must get the contract details added in the license issued by the Labour Department.
- 6.1.36 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.
- 6.1.37 MSP is required to confirm and declare that no agent, middleman or any intermediary will be engaged to provide service. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be taken from outsourced staff and that the tender price will not include any such amount. If the "Client" subsequently finds to the contrary, it reserves the right to declare the MSP as non-compliant and declare the contract if already awarded, to be null and void, also reserving its right to take actions relating to Termination of Contract and forfeiture.
- 6.1.38 Sourcing and Billing of services (including works contracts) should be made from an agency with its office located in the territory of Punjab rather than merely from the HQ (which may be located outside the state).

6.2 Outsourcing / subletting

- 6.2.1 The MSP shall not be allowed to outsource or sublet any part of the contract / work.

6.3 Contract period

- 6.3.1 This contract shall be valid for a period of 3 years initially from the date of signing of contract. If the services of the MSP are found satisfactory, contract may be extended on the same prices for an additional period of maximum 2 years (1 year at a time) by mutual consent on the same terms & conditions.

7. SLA and Penalties

7.1.1 The SLA and penalties are as under:

S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
1.	Submission of Performance Security	15 days from the issue of letter of Letter of Intent	Rs. 500/- per day
2.	Signing of contract	10 days from submission of Performance Security	Rs. 500/- per day
3.	Salary must be disbursed to the complete outsourced staff except for the staff who have resigned and their no dues certificate is pending.	On or before 7 th of every month	Rs. 500/- per day per person whose salary is delayed.
4.	Submission of invoices	On or before 10 th of every month	Rs. 500/- per day of delay per invoice
5.	Proof of submission of employer and employee contribution of PF and ESI with the appropriate authorities.	Along with the monthly invoices	Penalty as leviable by the appropriate authorities. And payment of invoices shall not be made until the proofs are submitted.
6.	Submission of bank advices for salary disbursal	Along with the monthly invoices	Payment of invoices shall not be made until the proofs are submitted.
7.	Submission of panel of candidates after receiving request for deployment / replacement of manpower	Within 3 days of the request by Client	Rs. 500/- per day of delay
8.	The MSP shall ensure that the personnel deployed shall meet the prescribed qualification and experience.	-	Rs. 25,000 per instance

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S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
9.	Submission of police verification of character, antecedents and other confidential records.	Production of relevant records within 15 days of Client's request	Rs. 500 per day of delay
10.	The MSP must have operating office in Chandigarh Tricity or in Punjab for the entire duration of the contract.	Within one month of signing of contract	Rs. 1,000 per day
11.	Appointment of a single nodal officer for necessary coordination	Within a week of issue of Lol. Replacements of nodal officer, if any, shall be also be done within a week	Rs. 500/- per day
12.	The MSP or his representative will report at the office of the Client, whenever desired by the Client for co-ordination.	As per request of Client	Rs. 500/- per day
13.	Issuance of ID cards to the deployed manpower	Within 1 month of joining of resource	Rs. 50/- per person per day
14.	The MSP shall advertise the job opening in newspaper(s) as and when requested by the Client	Within stipulated time and date as may be communicated on case to case basis	Rs. 500/- per day
15.	Payment of minimum wages to the deployed manpower as per laws of Punjab	-	Rs. 25,000/- per instance
16.	Deployment of employees portal	Within 2 months of signing of contract	Rs. 500/- per day
17.	Availability / accessibility of employees portal	-	Rs. 2,000/- per instance
18.	Providing access of employees portal to employees	Within 7 days of joining of resource	Rs. 100/- per day per resource
19.	Providing access of employees portal to the Client	Within 5 days of deployment of portal	Rs. 500/- per day
20.	The MSP shall provide and maintain a mobile app for marking attendance	Within 1 month of signing of contract	Rs. 500/- per day

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S.N.	Activity	Target / Service Level	Penalty for delays beyond target level
	of the deployed manpower. The mobile app must have geotagging facility and should be customized as per requirements of the Client. The read access for generating reports and viewing attendance must be provided to the Client.		
21.	Availability / accessibility of attendance mobile app	-	Rs. 2,000/- per instance

7.1.2 The penalties shall be recovered from pending payments / Performance Security and shall in no way affect the salaries of the staff deployed by the MSP.

7.1.3 Administrative Secretary, DGRPG shall be the competent authority for reviewing the penalties imposed in the case of deviation and violation.

8. Payment terms

8.1 General

- 8.1.1 Payment to the MSP shall be made in Indian Rupees through account payee cheque / NEFT / RTGS on monthly basis.
- 8.1.2 The MSP shall submit all invoices for the month before the 10th day of the following month. The invoice shall give the following details:-
 - 8.1.2.1 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).
 - 8.1.2.2 Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities (Reimbursable amount).
 - 8.1.2.3 Employer's contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities.
 - 8.1.2.4 MSP's fees shall be computed on the salary component of the personnel as covered in 9.1.2.1 above.
 - 8.1.2.5 Service tax payable (if any) at the prevailing rates as on the invoice submission date on the total of 9.1.2.1 to 9.1.2.4 above.
 - 8.1.2.6 Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.
- 8.1.3 Payments shall be subject to deductions of any amount for which the MSP is liable under the contract. 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.
- 8.1.4 The decision of the Client pertaining to the quality and quantity of works / services performed 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 concerned work / services fixed at its own level at the cost, risk and responsibility of the MSP after giving a notice in regard

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thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the MSP or from PBG, as it may deem fit.

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

8.2 Prices

- 8.2.1 The taxes shall be paid as applicable from time to time.
- 8.2.2 The administrative charges quoted by the MSP 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.

9. Bid formats

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

9.1 Covering letter

Bid Reference No. : PSeGS/MSP/2022/1

[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 and Public Grievances,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Near Quark City,
Mohali-160071

Sub: Submission of bid for <Mention tender title>

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and submit our bid 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, deviations, if any, found in our bid shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and any additional documents submitted, 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.

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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 re-imburse 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. Tender document cost and EMD has been paid online and the details are as below:-
[Insert the details as applicable].
11. Our details have been filled below:-

SN	Particulars	Details
1.	Name of the bidder	
2.	Address with telephone numbers, email, etc	
3.	Date of incorporation and/or commencement of business	
4.	Registration Number	
5.	PAN Number	
6.	GST Registration Number	
7.	Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney.	
8.	Details of individuals who will serve as the point of contact/communication with the Client 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 Similar Works 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]

9.2 Format for Performance Bank Guarantee

Member Secretary
Punjab State e-Governance Society,
O/o Department of Governance Reforms and Public Grievances,
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Near Quark City, Mohali – 160071

Whereas, <<name of the MSP and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of tender No: / Contract no. <<insert tender / 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 in the said contract that the applicant shall furnish you with a irrevocable and unconditional 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 Client 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.

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We hereby waive the necessity of your demanding the said debt from the applicant 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.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. 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.