

Seal

**Punjab State Civil Supplies Corporation Limited
S.C.O 36-40 SECTOR 34-A CHANDIGARH**

NOTICE FOR INVITING TENDER (PUNSUP)

Sealed offers are invited from the security agencies registered with Director General Resettlement (DGR)/ADGP (SECURITY) PUNJAB for the deployment of 1100 security guards (approx) at various storage centres of Punjab State Civil Supplies Corporation, throughout Punjab. The security guards will watch and ward the stocks of food grains, stock articles and premises property etc. of PUNSUP at various storage centers in Punjab.

The tender forms containing terms and conditions can be taken from the office of Managing Director, PUNSUP, S.C.O-36-40 Sector-34-A Chandigarh on cash payment of Rs. 2500/- each (non refundable /transferable) on any working day till 1.00 P.M upto 23-11-2016. The Tender Form can also be **downloaded** from Punsup website **www.punsup.gov.in** and in this case tender form fee of Rs.2500/- required in the shape of Demand Draft in favour of Punjab State Civil Supplies Corporation Ltd. Payable at Chandigarh must be attached with the Technical Bid, failing which tender will not be entertained.

Each tender must accompany with earnest money of Rs. One Lac in the form of D.D (Demand Draft) in favour of M.D.PUNSUP.

The offer will be received till 2.30 P.M on 23-11-2016 and Technical Bids will be opened on the same day at 3.00 P.M. in the presence of tenderers who may wish to be present in the office of PUNSUP and Price Bids will be opened afterwards.

M.D. PUNSUP has the right to increase or decrease the number of storage centers and to accept or reject any offer without assigning the reason.

In case 23-11-2016 happens to be holiday then the tender will be opened on the next working day at the same time & venue.

MANAGING DIRECTOR

PUNSUP
Punjab State Civil Supplies Corporation Limited
S.C.O 36-40 SECTOR 34-A CHANDIGARH

GUIDELINES

1. Any unsealed, conditional, telegraphic tenders, fax tenders, tenders without earnest money, tender not on the prescribed form or any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
2. This tender form is not transferable.
3. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
4. The Tender shall be opened on 23-11-2016 at 3.00 P.M. in the Committee Room of PUNSUP, S.C.O 36-40 SECTOR 34-A, CHANDIGARH. In the event of the date of receipt or opening of tender being a holiday for PUNSUP last date of receipt/opening of the tender shall be the next working day at the same time and venue.
5. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case of authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
6. Subletting of contract is not allowed under any circumstances.
7. The tenderer must furnish the latest valid PAN /Service Tax Number issued by the competent authority along-with Technical Bid.
8. In case of violation of any of terms and conditions, Earnest Money of the tenderer(s) shall be forfeited in full by the Managing Director, PUNSUP.
9. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
10. Conditional tenders shall not be entertained under any circumstance and same shall be summarily rejected.
11. Agency has complied with and obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this Agreement.

Punjab State Civil Supplies Corporation Limited
S.C.O 36-40 SECTOR 34-A CHANDIGARH

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure that Technical Bid and Price Bid are submitted in two separate sealed envelopes clearly mentioning above them the contents therein and these should be put in an outer envelope, super-scribing, name of the services provider, date and time of submission of tender.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TECHNICAL BID

1.	Whether the Tender guarantee (Earnest Money Deposit) in the form of Demand Draft from any of the commercial banks drawn in favour of MD, PUNSUP for an amount of Rs 100000/- (Rupees One lac only) , has been attached in Technical Bid?	Yes/No
2.	Whether the Solvency certificate, issued by any of the commercial banks in an acceptable form amounting to Rs. 25.00 Lacs (Rupees Twenty Five Lacs only) , has been attached in Technical Bid?	Yes/No
3.	Whether the Technical bid and Price bid have been attached separately ?	Yes/No
4.	Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution of firm has been attached?	Yes/No
5.	Whether latest valid PAN issued by the competent authority has been attached?	Yes/No
6.	Whether the self attested copy of Service Tax No. issued by the competent authority has been attached?	Yes/No
7.	Whether self attested copy of all registration(s)/permission (s)/ license (s) etc. such as valid EPF, ESI & EDLI License/Code Number, Security License under PSAR Act for all districts of Punjab which are required under any Labour Law and other Legislation for providing the services under the Service Agreement, has been attached?	Yes/No
8.	Whether a copy of the constitution/ partnership deed of your firm duly registered with Registrar Firms has been attached?	Yes/No
9.	Whether copy of audited Balance Sheets of 2015-16 showing a turnover of over Rs.Ten Crores annually is attached?	Yes/No
10.	Whether attested copy of Registration Certificate with Director General Resettlement /ADGP (Security), Punjab attached.	Yes/No

Place: _____

Signature of Tenderer _____

Dated: _____

Full Name of the Tenderer _____

Punjab State Civil Supplies Corporation Limited

S.C.O 36-40 SECTOR 34-A CHANDIGARH

TERMS & CONDITIONS

1. Security Agencies/Service Provider only Registered with Director General Resettlement/ADGP (Security Punjab) are allowed to participate in the Tender.
2. The contract shall be awarded initially on the basis of minimum Service Charges for a period of one year, which is further extendable annually upto a maximum period of 3 years (including the initial year of one year) on the same rates, terms and conditions accepted by the tenderer subject to satisfactory conditions. This will, however, be further subject to the approval of the competent authority. The requirement of number of security guards may vary with the season. The PUNSUP shall be at liberty to increase/decrease the number by giving one week notice.
3. During the period of contract the Security Guards to be provided by Security Agency will protect our Foodgrains/property, materials, equipments and premises etc. and security agency will make good for any loss caused to the PUNSUP due to the negligence of your Security Guards.
4. The Security Guards provided by security Agency will be the employees of security Agency for all intents and purposes. The persons so deployed shall be under the over all control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the PUNSUP.
5. Security Agency shall pay minimum wages to the Security Guards as prescribed by the Punjab Government from time to time during the period of Contract. Whenever minimum wages are revised by the Govt. the charges/ wherever applicable, shall be proportionately increased. The responsibility for any penal action arising out of violation of the provision or other wise shall solely lie with security agency and Punsup shall not be responsible for any penalty/legal liability in this respect.
6. The payment of wages to the security guards should be made by Security Agency in the presence of PUNSUP's representative by 7th of every month.
7. Agency shall obtain at his cost insurance cover for all the Security Guards under the workmen Compensation Act. 1923 so as to provide the benefit to

the Guards in the event of their death or disablement while in service with security agency.

8. The Security Guards provided by security Agency shall be given minimum wages, 1/6 holiday/ Sunday, EPF, ESI, Bonus @ 8.33% as per payment of Bonus Act and 15 days Earned Leave/Festival holidays in a year and charges thereof monthly basis should be indicated separately. The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by **keeping the required number of leave reserves so as to ensure smooth functioning. Provident fund, ESI/Group Insurance, Bonus, any other statutory payment/taxes will be born by security agency as applicable & revised from time to time and In-direct taxes i.e Service Tax etc will be re-imbured to security agencies after submission of the evidence regarding deposit of service tax challan alongwith Bank Statement.**

8(a). The Good & Service Tax will be borne by Security provider/Security receiver as per notification/GST Act.

9. EPF & ESI of the security guards deployed with PUNSUP shall be deposited by the Service Provider with the concerned Authorities on monthly basis and the challan, duly verified by the concerned Authorities, be submitted at the time of reimbursement of the wage bill of the subsequent month. Account Number and Account deposit details in respect of all employees working with PUNSUP shall also be submitted every month.
10. It will be the responsibility of Security Agency to follow/Comply with all legal provisions under relevant labour laws and enactments. They shall also be responsible for compliance of legal provisions connected with employment of Security Guards.
11. Security Agency shall provide two pants and two shirts, cap or turban, as the case may be, one woolen jersey (in winter) a pair of shoes, lyne yard with whistle, beret belt, badge and name plate. Security Agency shall also keep rain coats woolen over coats (Brandy) five each for use by the Security Guards for patrolling duty during rains/winter season. It is the responsibility of the Service Provider to provide the uniform to its persons and expenditure on this account shall be borne himself by the Service Provider. The wearing of uniforms by the persons of the Service Provider deployed on duty in the PUNSUP shall be compulsory. If any person, while on duty, is found without uniform, penalty shall be charged Rs. 50/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. PUNSUP, however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.

12. Security agency shall provide physically & mentally fit, active, smart and literate security Guards and give them proper training before placing their service at our disposal.
13. Security Agency shall ensure that there is no shortage of manpower at anytime during the contract is in force and Guards do not have to work extra time.
14. No shelter/accommodation will be provided by the PUNSUP.
15. Security Agency shall cover Security Guards under the provisions of ESI Act & in non ESI implemented areas security agency will provide cover under workmen compensation act to the security guards.
16. Security Agency shall obtain required license under the Contract Labour (Regulation and Abolition) Act, 1970 and submit a copy of the same to PUNSUP.
17. The Service Provider shall be required to deposit Bank Guarantee of Rs 1.00 Crore (Rs One Crore) valid for a period of the contract plus three months in order to ensure that in case of failure of the Service Provider, the same be got encashed for getting work done at the risk & cost of the Service Provider. MD PUNSUP may allocate the work of deployment of security guards to more than one agency at lowest quoted rate. In this case bank guarantee (of Rs. 1 crore) will be divided among lowest bidders in proportion to work allocated to them. The bank guarantee should be furnished within 15 days(inclusive holidays) from award of contract. The service Recipient shall withhold 1% of the total payment to be made to the Service Provider every month, which would be refunded alongwith the Bank Guarantee after successful completion of the contract on obtaining "No Objection Certificate" from all the District Offices.
18. The contract shall be terminable on one month's notice to either side or by payment in lieu of notice period. However PUNSUP reserves the right to forfeit the security money in case of Security agency service are found to be unsatisfactory and no improvements are made inspite of written complaint & thus leading to termination of the contract on account of unsatisfactory services of Security Agency.
19. That the M.D. PUNSUP shall also have without prejudice to other rights and remedies, the right in the event of breach by contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract or forfeit the security deposit or any part thereof for the sum or sums due for any damages losses/charges, expenses or costs that may be suffered or incurred

by the PUNSUP due to the security agency .negligence or unworkman like performance of any other services under the contract.

20. That the security agency shall be responsible to supply adequate and sufficient security personnel guards purely as per seasonal requirement of PUNSUP under the contract in accordance with the instructions issued by the Managing Director or an officer acting on his behalf. If the security agency fails to supply the requisite number of security persons, the M.D. PUNSUP shall at his own discretion, without terminating the contract be at liberty to engage security persons at the risk and cost of the security agency who shall be liable to make good to the PUNSUP all additional charges, expenses, cost of losses that the PUNSUP may incur or suffer thereby.
21. That in the event of the termination of the contract the MD PUNSUP shall have the right to forfeit/ revoke the entire or part of the amount of security /bank guarantee deposited by the security agency or to apportion the security deposit/bank guarantee or any part thereof in or towards the dissatisfaction of any sum due to be claimed for any claim losses, charges, expenses or damages cost of that may be suffered or incurred by the PUNSUP. The decision of the MD PUNSUP in respect of such damages, losses, charges, costs or expenses shall be final and binding on the security agency.
22. That the agency shall report promptly in case of any theft, burglary/ decoity or pilferage that takes place or any attempt made to the effect, to the Field Officer/ In-charge of the concerned storage point, Regional Manager / District Manager etc. The lodging of the FIR with the police will be responsibility of the PUNSUP. Failing supply of such information the security agency shall be liable for all losses of PUNSUP stocks, stock articles, property & other material along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the PUNSUP due to the negligence and un-workman like performance of any of his staff under this contract or breach of any terms thereof or damages losses occurred to the PUNSUP or in particular to any property or plant etc belonging to the PUNSUP due to the negligent act of the security agency themselves or their employees/staff.
23. That the security agency will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the registers. No stocks of foodgrains and stock articles will either removed out or entered into the premises of the storage points without proper gate pass cart slip duly signed by the Inspector In-charge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns with

the premises of the storage point. The register shall be signed jointly by the security agency and PUNSUP officials authorized for the purpose. The list of such authorized officials will be provided by the concerned PUNSUP Regional Manager/District Manager/ Manager/ Field Officer.

24. That the security agency shall whenever required, produce or ensure to be produced for examination by the MD PUNSUP or any other officer of the PUNSUP assigned by him in his behalf any record, cost or other books of accounts vouchers receipts, letters, memorandum or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required. The decision of the MD PUNSUP on the question of the relevancy of any document / information or return shall be final and binding on the security agency and they shall produce documents, information and returns as such time and place as may be directed by the Managing Director PUNSUP or his nominee.

25. That the security agency shall preferably engage competent ex-servicemen security personnel to the satisfaction of the MD PUNSUP or an officer acting on his behalf. The security agency shall be responsible for the good conduct of their employees and shall compensate PUNSUP for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The MD PUNSUP shall have the right to ask for the dismissal of any employee of the agency who, in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the security agency its servants and agents or representatives shall be final and binding on the agency.

26. The security agency shall have the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the PUNSUP;

27. The PUNSUP shall have absolute rights and powers for forfeiture of said Security Deposit, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this count shall be entertained.

28. The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of issue of letter of Intent for non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the

contract. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Service Contract and the letter of Intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

29. Security agency will be responsible for Recruitment/removal of Manpower for Round the Clock Security to be deployed at PUNSUP storage point during the currency period of this Agreement. Further, the Service Provider shall issue appointment letters and immediately communicate the list of his employees indicating their Name, age, parentage, address both residential and term of appointment letters etc. in respect of each employee engaged by him on the date of deployment in PUNSUP as well as any subsequent changes, if any, of his employees.
30. On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and monthly duty assignment chart for circulation in all the areas of their deployment in the PUNSUP for the approval of the Officer-in-charge of the said services. He shall visit the PUNSUP in order to interact with RM/DM PUNSUP/MD PUNSUP for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Officer-in-charge. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the RM/DM PUNSUP / MD PUNSUP or any other officer authorised to do so by the MD PUNSUP in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.
31. The DM PUNSUP / MD PUNSUP or any other officer(s) so authorised by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.

32. The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in PUNSUP and may be inspected at any time by the officers so authorized by the RM/DM, PUNSUP. The PUNSUP may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
33. In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the MD, PUNSUP or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.
34. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and or claim whatsoever against PUNSUP and under no circumstances PUNSUP be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the PUNSUP be liable for any claim(s) whatsoever, of any such person(s).
35. The Service Provider should ensure that the persons so deployed by him in PUNSUP shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in PUNSUP from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the MD PUNSUP shall be at liberty to impose a penalty upto Rs. 1000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the MD PUNSUP shall be final and binding on the Service Provider. The PUNSUP shall have further right to adjust, readjust, or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits/Bank Guarantee of the Service Provider.
36. The parties hereto have considered and agreed to and have a clear understanding on the following aspects.
- (a) This Agreement is on the principle to principle basis and does not create and shall not deem to create any employer-employee relationship between PUNSUP and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of PUNSUP except to extent and purpose permitted herein.

(b) This Agreement is for providing the agreed services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of PUNSUP . The Service Provider shall be liable to make payment to its said employees towards their statutory dues like Minimum Wages, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance, Bonus, etc. as applicable under various Labour (5) Laws for smooth execution of the Agreement.

(c) The PUNSUP shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

37. The Service Provider shall keep the property of PUNSUP indemnified through a Fidelity Bond should be furnished within 15 days(inclusive holidays) from award of contract of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his own cost. In case PUNSUP is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on PUNSUP in this respect.

38. In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the PUNSUP shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to PUNSUP the difference of payments made to such other sources besides damages at double the rates of payment.

39. In the event of exigencies arising due to the Death, Infirmity, Insolvency etc. etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the MD PUNSUP may think proper in public interest.

- 1) Legal heirs in case of sole proprietor,
- 2) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
- 3) Otherwise the MD PUNSUP shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

40. The Service Provider shall not claim from PUNSUP any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.
41. The contract may be terminated in any of the following contingencies:-
(A) On the expiry of the contract period, without any notice;
(B) By giving one month notice in case:
- i) The Service Provider consistently provides unsatisfactory services.
 - ii) The Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
 - iii) The Service Provider is declared insolvent by any court of law.
 - iv) If Service Provider commits breach of any covenant or any clause of this Agreement, PUNSUP may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to PUNSUP
 - v) The PUNSUP shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.

Provided that during the notice period for termination of contract, the Service Provider shall continue to provide the services activities smoothly as before till the expiry of notice period.

42. It shall be the duty of service provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the PUNSUP and he should immediately handover the vacant possession of his storage point in PUNSUP to the authorized officer under his proper receipt .
43. The Service Provider shall furnish to PUNSUP all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.

44. The Service Provider shall always inform the PUNSUP in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with PUNSUP.
45. It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of MD PUNSUP and he undertakes that he shall not, without PUNSUP prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.
46. The parties can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.
47. This Agreement shall be deemed to have been made/executed..... at for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator i.e. MD PUNSUP or his nominee. The award given by the Arbitrator shall be final and binding upon both the parties.
48. The security agency shall be solely responsible for provisioning all security guards. The security guards will not be enrolled by the field staff of PUNSUP. If it comes to the notice of management of PUNSUP that security guards are first enrolled by field staff of PUNSUP and then taken on board by the Security agency, the security contract/tender will be cancelled.
49. It has been observed that the field staff selects and recruit the security personnel and the same personnel is taken on board by the security agency. This practice will not be allowed to exist. Therefore, it is the responsibility of the security agency to provide the details of the manpower to be deployed by it at the beginning of the contract. Any security personnel leaving the job or joining fresh will be intimated to the Head Office of PUNSUP within a week's time. If the security agency defaults on this account, the contract of security agency is liable to be cancelled.
50. Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as

fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and / or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such an event which could be attributed to Force major conditions.

51. The service provider should have an turnover of Rs. 10.00 Crore (Rs.Ten Crore) annually during the financial year 2015-16.

52. Phone shall be provided at own costs at all locations by Security Agencies.

TECHNICAL BID

Subject: Tender for the award of contract for providing Security Guards in Punsup, Punjab.

Sir,

With reference to your advertisement for award of contract for providing security guards for Punsup storage or other points. I/ we enclose herewith, our Technical Bid duly filled, stamped and signed, alongwith tender documents and Annexures _____ duly stamped and authenticated on each page, containing _____pages (from page No.1 to_____).

I/We undertake to abide by the terms and conditions of the tender set forth by you.

Thanking you,

Yours faithfully,

(SIGNATURE)

Seal of the firm with full address

Enclosed:-

1. Technical Bid.
2. Affidavit.
3. Certificate of experience.
4. Satisfactory performance certificate issued by Institution/organisation where our firm has supplied the manpower, recently.
5. PAN Card / Service Tax No.
6. Registration No / Certificate with the Labour Department.
7. Copy of letter of allotment of EPF No.
8. Copy of letter of allotment of ESI No.
9. Bank solvency certificate for 25 Lacs issued by any Scheduled Bank not more than three months old.
10. Registration Certificate from Director General Resettlement (DGR)/ADGP(SEcurity PUNJAB)
11. D.D of Earnest Money
12. D.D of Tender form fees as applicable.

PRICE BID

i)	Monthly minimum wages of unskilled worker	Fixed by Labour Commissioner of Punjab and revised from time to time
ii)	Wages for Holiday/Sunday in a month	Fixed by Labour Commissioner of Punjab and revised from time to time
iii)	Administrative/Service Charges in percentage on monthly minimum wages plus wages for holiday in a month	<u>To be filled by the bidder</u> _____

Place: _____

Signature of Tenderer _____

Dated: _____

Name of the Tenderer _____

Address _____
