

PUNSUP

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

E-TENDER FOR DEPLOYMENT OF SECURITY AGENCY FOR WATCH & WARD OF WHEAT STOCKS/STOCK ARTICLES ETC IN THE STATE OF PUNJAB.

On behalf of Punjab State Civil Supplies Corporation Limited, Chandigarh, Managing Director, PUNSUP invites E-Tenders offers are invited for the security agencies registered with Director General Resettlement (DGR)/ADGP (SECURITY) PUNJAB for the deployment of Approximately 1000 security guards 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 ,

For participating in the above e-tender, the tenderers shall have to get themselves registered with e-tender website_ <https://etender.punjabgovt.gov.in> and forms containing terms and conditions can be **downloaded** on payment of Rs. 5000/- (Rupees Five Thousand Only) per e-tender form (non refundable) and each E-tenderer must deposit the earnest money of Rs. One Lac .

Important Date:-

1	Sale of e-tender forms start from	27-12-2017	1.00 P.M
2	Sale of e-tender forms closed on	16-1-2018	5.00 P.M.
3	Submission of e-tender forms closes on	16-1-2018	5.00 P.M.
4	Opening of Technical Bid	17-1-2018	11.00 A.M.
5	Opening of Financial Bid	17-1-2018	3.00 P.M.

Digital signature certificate (DSC) is mandatory to participate in the E-Tendering process. For registration and obtaining of digital signature, the following documents are required:-

1. Copy of Address proof
2. Copy of ID proof
3. Copy of PAN card
4. A passport size photograph.

For any clarification/difficulty regarding E-Tendering process, please contact helpdesk number 09257209340 (M), 08054628821(M) 0172-5035985 (L)

Technical bids will be opened at Punsup, Head Office, SCO 36-40, Sector 34-A, Chandigarh in the presence of bidders who may wish to be present. The Financial bids only of those bidders will be opened whose technical bids are found in order as per E-Tender terms and conditions. MD, PUNSUP, reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.

Future amendments, corrigendum or other communication regarding this E-Tender will be available only on <https://etender.punjabgovt.gov.in> and will not be published in print media.

If the said date is declared to be holiday, then bids will be opened on the next working day.

NOTE:- The E-Tender will be accepted through E-Tendering only.

MANAGING DIRECTOR

Punjab State Civil Supplies Corporation Limited

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

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the E-Tender Form are important and required to be complied with.
2. Please ensure, if any security agency quote NIL or Zero under service charges shall be treated as unresponsive and will not be considered / state-way rejected further, Minimum Financial bill will be 1% as after Zero the next digit is one.

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

1.	Whether the Tender guarantee (Earnest Money Deposit) in the form of RTGS from any of the Nationalised/Commercial banks drawn in favour of MD, PUNSUP for an amount of Rs 100000/- (Rupees One lac only) , has been uploaded 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 uploaded in Technical Bid?	Yes/No
3.	Whether the Technical bid and Price bid have been uploaded	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 uploaded?	Yes/No
5.	Whether latest valid PAN issued by the competent authority has been uploaded?	Yes/No
6.	Whether the self attested copy of Goods & Service Tax No. issued by the competent authority has been uploaded?	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 uploaded?	Yes/No
8.	Whether a copy of the constitution/ partnership deed /Certification of incorporation of company with company Registrar has been uploaded?	Yes/No
9.	Whether copy of audited Balance Sheets of showing minimum turnover of Rs. 10 Crores for the last each three financial year i.e.for 2014-15, 2015-16 and. 2016-17., is uploaded?	Yes/No
10.	Whether attested copy of Registration Certificate with Director General Resettlement /ADGP (Security)?.	Yes/No

Place:_____

Signature of Tenderer_____

Dated:_____

Full Name of the Tenderer_____

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

GUIDELINES

1. Only E-tender form will be accepted, As per Govt instructions (Annexure-A), those quoted service charges ZERO, will not be considered/entertained. The minimum financial bid will be 1% as after Zero the next digit is one. E-tender not on the prescribed form & Without deposit of earnest money or any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
 2. This E-tender form is not transferable.
 3. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
 4. The E-Tender shall be opened **on 17-1-2018 at 11.00 A.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 /GST 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.
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Pun jab State Civil Supplies Corporation Limited

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

TERMS & CONDITIONS

1. Security Agencies/Service Provider Registered with Director General Resettlement/ADGP (Security) Punjab are eligible to participate in the E-Tender.
2. .The Security Agencies/Service Provider should have minimum turnover of Rs. 10 Crores for the last each three financial year i.e .for 2014-15, 2015-16 and. 2016-17 and Security Agencies/Service Provider should have also atleast two existing offices in Punjab.
3. In case of tie of the bid, then the tender will be awarded on the basis of evaluation parameter at Annexure-B and upon the recommendation of the committee so appointed by M.D, PUNSUP. The committee shall make its recommendation for acceptance /rejection of the bid to the MD, who shall be the final authority for approval of the recommendation .
- 4 The contract shall be awarded initially for a period of two year, which can be *extended further for a maximum of 1 year* on the same rates, terms and conditions accepted by the tenderer subject to satisfactory performance of the services and statutory compliance of all the terms and conditions.
5. The Security Agencies/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. 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) if any. Further, the Service Provider shall not change its ownership during the period of his Service Contract with PUNSUP.
- 6.. The parties here to have considered and agreed to and have a clear understanding on the following aspects:---
 - (a) This Agreement does not create and shall not deem to create any employer-employee relationship between PUNSUP and Security Agencies/Service Provider . Moreover, there will be no relationship of employer/employee between the security guards/personnel sent/deputed by the Security Agencies/Service Provider and PUNSUP. The Security Agencies/Service Provider shall not by any acts, deeds or otherwise represent to any person that the Service Provider is representing or acting as agent of PUNSUP except to *the* extent and purpose permitted herein. Under no circumstances PUNSUP would be liable to pay any claim(s) whatsoever, of any security agency/guards. The persons so deployed shall be under the over all control and supervision of the Security

Agencies/Service Provider. The Security Agencies/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.

- (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 Security Agencies/Service Provider for providing services as mentioned herein, shall be the employees of the Security Agencies/Service Provider only and not of PUNSUP. The Security Agencies/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 and Labour Welfare Fund etc. as applicable and amended from time to time under various Labour Laws for smooth execution of the Agreement.
- (c) The PUNSUP shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Security Agencies/Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.
7. The Service Provider shall be required to deposit irrevocable Bank Guarantee of Rs 1.00 Crore (Rs. One Crore) valid for a period of the contract i.e 2 years plus three months in order to ensure that in case of failure on the part of Security Agencies/Service Provider, the same will be revoked by PUNSUP for getting work done at the risk & cost of the Service Provider. PUNSUP may allocate the work of deployment of security guards to more than one agency at lowest quoted rate. If Punsup awards or allocates work to two or more bidders then the bank guarantee will be divided in proportion to the work allocated. Bank guarantee should be furnished within 15 days(inclusive holidays) from the date of award of contract.
8. The Security Agencies/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. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of Letter of Intent/award of contract, 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 Security Agencies/Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

9. The service Recipient shall withhold 1% of the total payment to be made to the Security Agencies/Service Provider every month, which would be refunded along with the Bank Guarantee after successful completion of the contract on obtaining "No Objection Certificate" from all the District Offices. No interest should be claimed by the Security Agencies/Service Provider on the amount withheld by PUNSUP.
10. The Security Guards provided by Security Agencies/Service Provider shall be given minimum wages, 1/6 holiday/ Sunday, PF, ESI, Labour Welfare Fund, and 15 days Earned Leave/Festival holidays in a year and charges thereof monthly basis should be indicated separately. The Security Agencies/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 and amended from time to time in this regard by keeping the required number of leave reserves so as to ensure smooth functioning. Provident fund, ESI/Group Insurance, Labour Welfare Fund, any other statutory payment/taxes as applicable & revised from time to time will be re-imbursed to security agencies after submission of the evidence regarding deposit of Goods & Service tax Challan along-with Bank Statement. The Good & Service Tax will be reimbursed to Security provider by Security receiver as per notification/GST Act. Bonus will be only paid after submission of the details of payment of bonus to the Security Guards at the end of the contract.
11. The payment of wages to the security guards should be made by Security Agencies/Service Provider by 7th of every month.
12. EPF & ESI of the security guards deployed with PUNSUP shall be deposited by the Security Agencies/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 Amount deposit details in respect of all Security Guards deployed by Security Agencies/Service Provider with PUNSUP shall also be submitted every month and further more Security Agencies/Service Provider shall obtain required license under the Contract Labour (Regulation and Abolition) Act, 1970 and submit a copy of the same to PUNSUP. Security Agencies/Service Provider 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 Agencies/Service Provider .
13. It is understood between the parties hereto that during the course of this Service Agreement, the Security Agencies/Service Provider may have access to confidential information of PUNSUP and he undertakes that he shall not, without PUNSUP prior written consent, of the PUNSUP disclose, provide or make

available any confidential information in any form to any person or entity or make use of such information.

14. The Security Agencies/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.

- 15 It will be the responsibility of Security Agencies/Service Provider 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. The Security Agencies/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.

16. 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.

- 17 Minimum 10% EX-Servicemen should be on role with the agency and 40% security guards should be such who have been trained from Recognized source. Security Agencies/Service Provider has to ensure that all of the security Guards should be physically, mentally fit, active, smart, literate and well trained in fire fighting operations before placing their service to the PUNSUP and they have to perform the following duties of:-
 - a. Protecting 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
 - b. Checking all incoming and outgoing goods and keeping its proper records.
 - c. Maintenance of Gate pass system i.r.o incoming and outgoing goods etc.
 - d. Safeguarding Corporation's property against theft, misuse, and keeping a watch over the cars, scooters, cycles etc. parked inside the premises compound.

- e. Preventing unauthorized persons, vehicles etc. or animals from entering the premises; prevent even employees from entering office premises during night without specific permission from the Competent Authority of the office.
 - f. Taking charge of the personal belonging in the Corporation's premises and handing over the same to the authorized / designated officials.
 - g. Watching the entire premises and patrolling the same during the period of duties.
 - h. Observing carefully, while on patrol, pipelines, drainage, electrical fittings and safety installations and taking action against damage, breakdown or wastage if any and bringing them to the notice of authorized / designated officials for further remedial actions.
 - i. Preventing unauthorized additions or alternations in the premises carried out by outsiders or tenants or employees and reporting the matter to the authorized / designated officials.
 - j. Locking the main door/gate at night and checking that other electrical gadgets are switched off, wherever necessary.
 - k. In case of theft, fire or damage to the property or any untoward incidents or unusual occurrence, informing the same to District Manager/Inspector Punsup/ authorized designated officials.
 - l. Wherever required, taking care of keys under his custody and handing over them to the relieving watchman or any other authorized person.
 - m. Preventing persons from writing, pasting posters etc on the wall and compound of the property or otherwise disfiguring the same. The Security Guard/Armed Guard shall maintain visitor registers and shall place the same before the Authorized Officials for verification
 - n. The security guard / Armed Guard should not leave the place of duty under any circumstances unless and until his reliever / substitute joins or properly relieved i.e. signing in handing over / taking over register.
 - o. Observing strictly instructions / orders given from time to by the authorized / designated official.
- 18 The Security Agencies/Service Provider 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.
- 19 The PUNSUP shall have the right to ask for the dismissal/replacement of any employee of the Security Agencies/Service Provider at its discretion and it should submit compliance report within 7 days positively, if so directed.

20. The requirement of number of security guards may vary with the season. The PUNSUP shall be at liberty to increase/decrease the number of security guards by giving one week's notice. Security Agencies/Service Provider 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. The Security Agencies/Service Provider should rotate the security guards periodically with a view to maintain proper discipline among the security guards supplied to the PUNSUP.
- 21 Security Agencies/Service Provider has to submit the latest Police Clearance Certificate alongwith character and antecedent verification certificate to Concerned District Manager, PUNSUP before deployment of security guards
22. The Security Agencies/Service Provider shall submit the list of security guards deployed within 10 days with 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 and 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. Security Agencies/Service Provider *shall provide uniform to the security guards as per the climatic conditions.* The wearing of uniforms by the persons of the Security Agencies/Service Provider deployed on duty in the PUNSUP shall be compulsory. The PUNSUP may refuse the entry into its premises to any personnel of the Security Agencies/Service Provider not bearing such Identity Card or not being perfectly dressed in uniform. 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 Security Agencies/Service Provider. PUNSUP, however, may increase the amount of penalty *upto Rs.500* in case(s) of repeated defaults as deemed fit. No shelter/accommodation will be provided by the PUNSUP. .
23. The Security Agencies/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 and if security guards are found absent from point/place of duty and in case of lapses in the assigned duty then the PUNSUP shall be at liberty to retrench the security guards for such lapse. The PUNSUP shall have further right to adjust, remove, 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. The decision of the MD PUNSUP shall be final and binding on the Service Provider as per duties.

24. On taking over the responsibility of providing the aforesaid services, the Security Agencies/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 MD / RM / DM PUNSUP 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 should maintain attendance register as per monthly duty assignment chart concerned inspector/Field officer/D.D.M field/D.M or any other officer authorized by Punsup can check this register and security agency is bound to provide the attendance register for verification in such cases. The Security Agencies/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 MD PUNSUP or RM/DM 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.
25. It shall be the duty of Security Agencies/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
26. That the Security Agencies/Service Provider shall report promptly in case of any theft, burglary/ decoity or pilferage, Fire or any unusual event 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. intimation regarding this must be provided to office of Managing Director, Punsup, Chandigarh immediately. The lodging of the FIR with the police will be responsibility of the PUNSUP. Failing supply of such information the Security Agencies/Service Provider 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 unworkman 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.

- 27 If the Security Agencies/Service Provider fails to supply the requisite number of security persons, the PUNSUP through any other security agency 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 awarded, which Punsup feels deems fit .
28. That in the event of the termination of the contract the 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 PUNSUP in respect of such damages, losses, charges, costs or expenses shall be final and binding on the security agency.
29. The contract can be terminated by the Service Provider by giving three month notice in writing .
- 30 That the security agency shall whenever required, produce or ensure to be produced 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 by PUNSUP *at his own cost*. 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
31. The MD PUNSUP/ DM 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 Security Agencies/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 Security Agencies/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.
32. In the event of exigencies arising due to the Death, Infirmary, 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 as per law:---
- 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 PUNSUP shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.

33 The PUNSUP can terminate the contract 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 Security Agencies/Service Provider consistently provides unsatisfactory services.

ii) The Security Agencies/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) If Security Agencies/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 Security Agencies/Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Security Agencies/Service Provider shall be liable to pay the losses or damages on account of such breach to PUNSUP

iv) The PUNSUP shall have the right to immediately terminate this Agreement, if the Security Agencies/Service Provider is declared insolvent by any competent authority, 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 Security Agencies/Service Provider shall continue to provide the services activities smoothly as before till the expiry of notice period.

34. The Security Agencies/Service Provider shall be solely responsible for provisioning all security guards. The security guards will not be enrolled by the field staff of PUNSUP. It is the responsibility of the Security Agencies/Service Provider 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 Agencies/Service Provider defaults on this account, the contract of Security Agencies/Service Provider is liable to be cancelled.

35. The Security Agencies/Service Provider shall keep the property of PUNSUP indemnified through a Fidelity Bond and it 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 Security Agencies/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 Security Agencies/Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on PUNSUP in this respect.

36. **FORCE MAJEURE** If any failure of omission or commission to carry out the provision of this Agreement by the any party 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 control of parties including war (whether declare or not) civil war or stage of insurrection will be considered as force majere, 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 .
37. The PUNSUP shall have absolute rights and powers for forfeiture of said Security Deposit,/ Bank Guarantee in case of breach of any clause of this Agreement, without giving prior notice and no claim whatsoever on this count shall be entertained. No interest shall be claimed by Security Agencies/Service Provider on the said amount .
38. Each Security Guard should have an Android based phone.
- 39 Security Guards will mark attendance physically on attendance register, however, PUNSUP can also ask attendance on through Smart Solution/ IT application.
- 40 This agreement shall be deemed to have been made/executed on _____ at for all purpose. 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. appointed by MD PUNSUP or his nominee. The award given by the Arbitrator shall be final and binding upon both the parties

Annexure-A

No. 29(1)/2014-PPD
 Ministry of Finance
 Department of Expenditure
 P.P. Division

North Block, New Delhi,
 Dated 28th January, 2014

OFFICE MEMORANDUM

Subject- Clarification in Rule 160(xiv) of General Financial Rules, 2005- regarding award of contract to a firm which has quoted 'NIL' consideration in the bid.

The undersigned is directed to invite attention to the provision of Rule 160 (xiv) of GFRs, 2005 which inter-alia states that the "Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document". Attention is also invited to Para 3.6 of the Manual on Policies and Procedures for Purchase of Goods issued by this Department which inter-alia state that "inadequacy of consideration is not a ground for avoiding the contract".

2. A doubt has arisen as to whether award of a contract can be made against a bid with 'NIL' consideration. In a recent case of hiring of manpower services. It was seen that the lowest bidder had quoted 'NIL' charges over and above the minimum wages. The issue was referred to Ministry of Law which has advised that in such cases, an agreement without consideration becomes null and void.

3. It is, therefore, decided that the Ministries/ Departments may consider inclusion of the clause in the bid documents itself that "If a firm quotes , 'Nil' charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

S/d
 (Sanjay Aggarwal)
 Director (PPD)
 T.No. 23094961

To

- (i) All the Secretaries & the Financial Advisers of Ministries/ Departments of the Government of India.
- (ii) Copy forwarded to C&AG (with usual No. of spare copies) and to Secretary, Union Public Service Commission, etc as per standard endorsement list)

S/d
 (Sanjay Aggarwal)
 Director (PPD)
 T.No. 23094961

Annexure-B

Numbers for Technical bid in the case of equal rates

Sr. no.	Particulars	Total Marks	Numbers given by tender opening Committee (out of 100)
1	Minimum turnover of the security agency for the last three years 2014-15 =10 crores 2015-16= 10 crores 2016-17= 10 crores One marks per one crore from 11 cr to 20 crore for 2014-2015 (total marks =10) from 11 cr to 20 crore for 2015-2016 (total marks =10) from 11 cr to 20 crore for 2016-2017 (total marks =10)	30	
2	Ex- serviceman Manpower to be deployed by the security Agency 1 mark for every 1.5% of Ex-serviceman manpower.	50	
3	Number of offices of security agency One mark/office in state of Punjab upto 5 offices	5	
4	Experience of the security agency One mark per year from 4 th year Max marks for 10 years additional experienced (Security agency should have deployed minimum 200 security guards in each year to qualify for the additional marks for the said year	10	
5	Registered with ISO- 9001	1	
6	Security agency registered with APSA/CAPSI 2 marks for APSA (Association of professional security agencies) Asian and Pacific Security Affairs 2 marks for CAPSI (Central Association of Private Security Industry)	4	
	TOTAL	100	