

**BIDS FOR PROVIDING SECURITY AND OTHER
MISCELLANEOUS MANPOWER SERVICES**

AT

**PUSHPA GUJRAL SCIENCE CITY
KAPURTHALA (PUNJAB)**

Pushpa Gujral Science City

Jalandhar – Kapurthala Road, Kapurthala, Punjab

Telephone: 01822-501963 / 64

Pushpa Gujral Science City
Jalandhar – Kapurthala Road, Kapurthala

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Introduction

Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala

Pushpa Gujral Science City offers a blend of education, curiosity and fun to ensure longer and repeated visits. The project is aimed at cultivating an interest in science through open-ended exploration away from text books and black boards, with a scientific approach to problem solving. The project has something for everyone, regardless of age, education, profession or social strata and is intended to make science accessible to people who are not part of the formal education system. It is a joint project of the Government of India and Government of Punjab. A State level Energy Education and Awareness Park was also developed in collaboration with Punjab Energy Development Agency (PEDA). PGSC, in its second phase added several galleries namely Amazing Living Machine, Science of Sports, Virtual Reality and Cyber Space, Earthquake Simulator, convention hall and Dinosaurs park to present memorable, entertaining, knowledge-based and excitable experience. In addition to these galleries, Panorama on Life through the ages and a climate change show is being developed to add further attraction.

Notice Inviting Tenders / Bids for Security and Other Miscellaneous Manpower Services

Online tenders through <https://eproc.punjab.gov.in> are invited from duly registered Manpower Service Providers / Companies/ Firms / Agencies preferably based in Punjab for providing Security and Other Miscellaneous Manpower services to Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala in the following categories:

i.	Security Supervisors - Highly Skilled	03
ii.	Security Guards - Skilled (including lady security guards)	28
iii.	Jr. Technical Assistant - Skilled	01
iv.	Science Guide (Nursing) - Skilled	01
v.	Drivers (Highly Skilled/Skilled)	02
vi.	Cleaner (Un-skilled)	01
vii.	Peon/Attendants (Un-skilled)	02

The actual requirement of manpower may vary from time to time as agreed mutually by both the parties.

Tenderers are advised to read the Tender Document carefully. Submission of on-line tender shall be deemed to have been done after careful examination of the tender document and after understanding its full implications. **Tenders will be processed through e-Tendering only.**

Tender Document can only be downloaded from portal site: <https://eproc.punjab.gov.in>

PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.

SCHEDULE

1. Date of issue of Tender Document : 13.02.2020
2. Last date for submission of Tender online : 5.03.2020 upto 3:00 PM
3. Date of Opening of the Tender Document : 07.03.2020 at 10:00 AM
4. Date and Time of Opening of Financial : Will be intimated separately
5. Place of Opening of the Tender Document : Pushpa Gujral Science City,
Jalandhar-Kapurthala Road, Kapurthala-144601
6. Validity of Tender : 4 (Four) Months from Last Date for submission of tender
7. Tender Fee : Rs. 1000/- (Rs. One Thousand only)
Payment shall be made through online mode only on portal.
8. Earnest Money Deposit (EMD) : Rs. 30,000/- (Rupees Thirty Thousand only)
Payment through only online mode on portal.
9. Contract Period : Initially for a period of one year, extendable by mutual consent & satisfactory performance of the services.

Note:

1. Tender Document can only be downloaded from portal site: <https://eproc.punjab.gov.in>
2. PGSC will process the tender as per PGSC norms & procedures and PGSC would not be under any obligation to give any clarification to the agencies whose bids are rejected.
3. Tenderers are advised to visit Science City during office hours on any working day.
4. PGSC reserves the right to accept or reject any application and to annul the process at any time, without any liability and assigning any reason thereof.
5. PGSC reserves the right to reject / cancel any or all or part of the tender of the bidder without assigning any reason and shall also not be bound to accept highest bidder. The decision of the PGSC shall be final and binding.
6. Omission, neglect or failure on the part of bidder to obtain requisite reliable and full information or any matter affecting his / her tender, shall not relieve the bidder, from any liability in respect of the contract.

TENDER DOCUMENT FOR PROVIDING SECURITY AND OTHER MISCELLANEOUS MANPOWER SERVICES IN PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA

A. ELIGIBILITY CONDITIONS

1. Only those Government Undertakings, Ex-Servicemen Co-operative Societies or registered contractors / agencies who possess valid license under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 or reputed agencies who possess valid license under the provisions of THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005
(Attach: Copies of License).
2. The Service Providers / Companies/ Firms / Agencies must have the work experiences of providing Security and Other Miscellaneous Manpower Service in at least 03 other reputed organization during last three years.
(Attach: Copies of job orders and particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished (for the purpose of verification).
3. Agency should have 100 persons working on company's payroll.
(Attach: Documentary proof regarding minimum 100 persons working on company's payroll).
4. Agency should have minimum consolidated turnover of **Rs. 3.00 Crores** during the last 3 financial years are eligible to apply.
(Attach copies of Balance Sheets certified by the Chartered Accountant (CA) and Income Tax returns for the last 3 years to be attached [2016-17, 2017-18, 2018-19].
5. Agency should be registered for GST
(Attach: Copy of complete GST registration certificate [all pages])
6. The Bidder should furnish the copies of Registration of EPF, ESI, PAN/TAN Number, Labour Licenses under Contract Labour (Regulation & Abolition) Act, 1970 etc. Further private security manpower agencies should be registered under the Private Security Agencies (Regulation) Act, 2005
(Attach: Certified copies of documents).
7. The Bidder should not have been blacklisted by any Govt., Semi-Govt., Deptt. or any other organization.
(Attach: Affidavit from the Contracting Agency).
8. Agencies who had earlier been issued any Letter of Intent / any order / have done any job / work for Pushpa Gujral Science City any time in the past have to compulsorily submit a Certificate of Satisfactory Performance otherwise tender will be rejected.

(Attach: Certificate of Performance issued by PGSC)

9. The Bidder shall have well-established office in the region preferably in Punjab or Chandigarh.
10. The information / particulars of tenderer may be provided as per Annexure: 1

B. EARNEST MONEY DEPOSIT

1. An Earnest Money Deposit of Rs.30,000/- (Rupees Thirty Thousand only) shall be paid through online mode only.
2. No interest shall be paid on the EMD.
3. EMD will be forfeited if successful tenderer fails to sign the agreement within stipulated time period given in the letter of Intent.

C. SECURITY DEPOSIT

1. The Service Provider / Agency selected for awarding the job will be required to deposit a performance security amount of Rs.6,00,000/- (Rupees Six Lac only) in the form of a Bank Guarantee / Demand Draft/ FD in favour of Pushpa Gujral Science City as a security which can be forfeited in the event of termination of the job contract on account of violation of any of the above mentioned terms and conditions. Security deposit would be required from the date of work order and shall be up to Ninety (90) days after the completion of the Contract period. It should be submitted before the first month service bill. Security Deposit amount will not bear any interest.
2. 100 % payment for the 1st Month will be reimbursed on submission of an unconditional Bank Guarantee / DD/ FD towards Security Deposit and compliance of other statutory provisions viz. EPF, ESI, payment of wages etc.
3. The EMD of successful bidder may be adjusted towards the security deposit, which is refundable / adjustable as per terms of tender without interest.
4. The Security Deposit (only Principal amount) will be refunded on the completion of the contract without any interest payable on it.

D. SUBMISSION OF TENDERS

1. All tendering process such as sale of tender documents/deposit of earnest money and submission of bid documents shall be carried out through our service provider at web site <https://eproc.punjab.gov.in>

2. Tenderers are advised to read the Tender Document carefully. Submission of on-line tender shall be deemed to have been done after careful examination of the tender document and after understanding its full implications.
3. The right of rejection of any tender, without assigning any reason whatsoever, is reserved with the Director General, PGSC.
4. Any enquiry after submission of tender will not be entertained. Before submitting the tender, the Bidder must ensure that they satisfy all the eligibility conditions to avoid rejection of their tender.
5. The Agency submitting the Tender would be presumed to have considered and accepted all the terms & conditions of the tender. No enquiry, whatsoever, verbal or written, shall be entertained in respect of acceptance and or rejection of tender.
6. In case of any technical problem, bidders can contact on Telephone No.0172-2970263 and 0172-2970284.
7. Bidders are advised to carry out survey of the Pushpa Gujral Science City (PGSC), Kapurthala before quoting so as to fully acquaint themselves of the conditions on ground and PGSC's requirements. Bidders are advised to visit the Science City Complex on Jalandhar-Kapurthala Road by fixing an appointment with its Manager Estate on telephone No. 01822- 501963-64 and make their own assessment for providing better services in respect of Security and Other Miscellaneous Manpower Services.
8. If any loss occurs to official property of PGSC due to negligence of the persons deployed by the Agency, the same will be recovered from the Contracting Agency.
9. PGSC shall not provide any residential accommodation to any personnel employed by the agency. No cooking or lodging shall be allowed in the PGSC campus for the staff engaged by the agency.
10. PGSC shall not be responsible financially, for any injury or otherwise to the person engaged by the agency caused in the course of performing any duty / function under the contract. This liability shall solely be of the Agency who shall indemnify PGSC in this regard.
11. The Agency shall be fully responsible for providing the Security and Other Miscellaneous Manpower Services to PGSC and the agency or the personnel deployed by the agency shall work under overall supervision and direction of the Management of Science City. The agency shall follow instructions from the Director or any such Officer so authorized by him for the purpose of the SECURITY AND OTHER MISCELLANEOUS MANPOWER SERVICES of the PGSC.

E. SCOPE OF WORK OF SECURITY AND OTHER MISCELLANEOUS MANPOWER SERVICES

1. Security Supervisor should have obtained training as per syllabus approved by Department of Technical Education and Industrial Training vide letter dated 06-08-2009.
2. Security Guards should have obtained training under Rule 5 (1) of the Punjab Private Security Agencies (Regulation) Rules, 2007. The security personnel should be able to read and write Punjabi/Hindi and also be able to read addresses and names in English. Security guards should have sound health. Further, preference will be given to the persons who are able to operate computer for gate passes and who can monitor CCTV in Science City Campus as per requirements of PGSC.
3. Security guards should be able to keep vigil and protect the assets of PGSC. The security personnel shall be trained in Fire Fighting by the contractor at his cost and should be aware of the location of Fire Extinguishers kept in PGSC Kapurthala.
4. Junior Technical Assistant (Electrical) should have 3 years Diploma in Electrical Engineering with 2 years relevant experience or ITI Certificate in Electrical with 5 years relevant experience.
5. Science Guide (Nursing) should have Diploma in GNM with 2 years experience or B.Sc Nursing from a recognized Institute.
6. Peon/Office Attendant (Services) should be matriculate.
7.
 - a) Bus driver should be matriculate with valid Heavy Transport Vehicle License and should have minimum 5 years experience in driving heavy vehicles.
 - b) Bus cleaner should be matriculate.
 - c) Car driver should be matriculate with valid LMV License and should have 5 years experience in driving Light Motor vehicles.
8. In case any kind of additional manpower is required by PGSC during the execution of contract, the same with requisite eligibility as well as other terms and conditions would be conveyed to the agency which will accordingly arrange and supply suitable requisite manpower to PGSC.
9. Payment of "Manpower" shall be as per Minimum Wages (as per approved DC rates) including all Employer's Statutory contributions which are as under:

Sr. No.	Description
i)	Wages (As per DC rate)
ii)	EPF: Employer's Contribution @ as applicable
iii)	ESI (Employer's contribution] @ as applicable
iv)	Bonus
v)	Any Other Statutory obligation to be paid by PGSC (Please specify with document)

vi)	Administrative Service Charge to be quoted in the Financial Bid Only Service Charges /Administrative Charges” shall, in no case, be more than 2½% of the amount of contract.
vii)	GST or any other tax as applicable as per Govt. Rules

No other charges other than mentioned above will be paid by PGSC during the contract period, unless there is any notification from the Govt. side.

F. GENERAL CONDITIONS

1. Personnel provided by the Contractor should be smart intelligent and with good bearings and the responsibility of the discipline will be that of the Contractor. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the PGSC. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by agency.
2. The persons engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The Agency will be responsible for the payment of wages at Minimum Wages as prescribed from time to time and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of every month.
3. **Only well able bodied, physically fit, well trained, disciplined and honest persons not below the age of 18 years and not above 60 years (65 years in case of supervisor) shall be deployed by the contracting agency for performing the duties in the Science City.**
4. The manpower supplied by the Contractor may be screened by the Science City. The staff employed by the Contractor while working on the Campus will always wear proper uniform and identity cards issued by the Agency / Contractor for verification.
5. Deployment of Security staff shall be for 24 (Hours) X 7 (Days) on rotational basis (For 365 days) and deployment of other staff shall be for 6 days a week for 8 working hours daily.
6. The PGSC shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Contractor immediately. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the PGSC because of any security risk,

incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

7. Contractor's personnel will perform eight hours duty in shifts, depending upon the requirement. There will be one mandatory weekly off, 3 National holidays, 3 Festival holidays and 12 leaves per years available for the security personnel. However, during the leave and off day, necessary arrangement of substitute should be made by the Supervisor.
8. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential/ secret in nature.
9. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
10. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of the PGSC.
11. In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
12. The Agency will provide a valid proof of payments like EPF, ESI, GST etc. to the PGSC, failing which PGSC may hold the payment of Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.
13. The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
14. If the services are found to be satisfactory, the contract may be extended further, on the same terms and conditions or with some addition/deletion/modification by the PGSC and as mutually agreed by the Firm/Agency.
15. The bidder will be bound by the details furnished by it to PGSC, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of contract making it liable for legal action besides termination of contract.
16. Financial bids of technically qualified bidder shall only be evaluated.
17. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose.

The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police.

18. The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in the PGSC before the commencement of work:
 - a. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - b. Bio-data of the person with photograph affixed.
 - c. Medical Certificate
 - d. Certificate of verification of antecedents of persons by local police authority.
19. The Agency shall depute a coordinator, who would be responsible for immediate interaction with the designated authority of the PGSC so that optimum services of the persons deployed by the agency could be availed without any disruption.
20. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
21. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from the PGSC to him/her should be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the PGSC implementing the Contract from time to time.
22. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its persons. If the PGSC suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by PGSC for the same.
23. The successful bidder will enter into an agreement with the PGSC for supply of suitable manpower as per the requirement on the terms and conditions of the agreement.
24. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
25. Connectivity facility (like walkie talkie) to deployed persons between servicing points to establish contact among them and office of PGSC shall be provided by the service provider. Uniforms, gum boots, torches, whistles, raincoats and mode of transport for the

Agency Staff etc. will be provided by the Agency themselves and the service provider shall be responsible for the maintenance of these equipment/items.

26. A permanent attendance register will be maintained by the service provider in the premises of the PGSC which will be open for inspection and checking by authorized officers of the PGSC.
27. PGSC may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - Exhibit the record of poor performance such as a band ongoing works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
 - Failed to provide clarifications related thereto, when sought;
 - Submitted more than one Bid (directly/in-directly);
 - Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or black listed.
 - Submitted a bid with price adjustment/variation provision.
 - Documents are not submitted as specified in the tender document.
 - Suppressed any details related to bid.
 - Submitted incomplete information, subjective, conditional offers and partial offers submitted
 - Not submitted documents as requested in the checklist lesser validity period
 - Any non-adherence/non-compliance to applicable tender content

G. PERFORMANCE MONITORING:

1. The Senior Officer of the agency should visit regularly at least once a week and check the staff and monitor their performance.
2. A representative of the agency will report at least once in a week for co-ordination with the concerned officer of the PGSC. The supervisor deployed by the Contractor is supposed to be present on the PGSC campus during working hours. He will give daily progress report of Staff to the Director or his authorized nominee.
3. The Director or his nominee shall be at liberty to check any time the deployment of person by the Contractor and in case of default, the wages of absentee personnel will be deducted from monthly payment due to the Contractor and impose penalty as deemed fit will be imposed. The decision of the Director shall be final in this regard.

H. MODE OF PAYMENT

Mode of payment will be monthly and would be reimbursed to the contracting agency by 10th of succeeding month on submission of the bill for the past month. The payment will be made by NEFT/RTGS/Account Payee Cheque / DD after deducting TDS as applicable. However, it is the responsibility of the Agency to produce previous months ESI, PF contribution receipts and payments as per minimum wages to the satisfaction of the PGSC as mentioned in General Conditions above.

I. DURATION OF CONTRACT

The duration of the contract will be, initially, for a period of One (01) year, which can be extended further on year to year basis by mutual consent and satisfactory performance of the services.

J. TERMINATION OF CONTRACT

- a. The Contracting Agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately at the instance of the PGSC and the security deposit shall stand forfeited and shall not be refunded.
- b. However, if Contracting Agency would like to discontinue, a notice of 3 months is required to enable the PGSC to make alternative arrangements.

K. LEGAL JURISDICTION

All disputes shall be subject to Kapurthala Court's jurisdiction.

L. ARBITRATION

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be referred to arbitration to be approved by Director General, PGSC. The award of such Arbitrator shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 shall apply to arbitration proceedings.

M. EXECUTION OF AGREEMENT

Specimen of the Contract Agreement to be executed between two parties is enclosed as **Appendix A.**

N. FINANCIAL BID

- i. Financial bid should strictly be in accordance with the enclosed format: F-1. "Service Charges /Administrative Charges" shall, in no case, be more than 2½% (Two and half percent) of the amount of contract in view of the Letter No.7/74/2018-1FP1/1539232/1 dated 01-08-2019 issued by Department of Finance, Govt. of Punjab.
- ii. In case of **tie in Price bid** i.e. same lowest rate is quoted by more than one bidder (l1), the following evaluation criteria in order of priority may be noted:
 - a. Bidder with higher experience will be preferred.
 - b. Punjab firms will be preferred
 - c. Preference will be given to Higher TurnoverThe above parameters will be inferred from the documents uploaded by tenderer.
- iii. The successful bidder shall furnish a Performance Security Deposit of Rs.6,00,000/- (Rupees Six Lac only) in the form of a Bank Guarantee / Demand Draft/ FD in favour of the 'Pushpa Gujral Science City'. The security deposit will be forfeited in case supply of manpower is delayed beyond the period stipulated by the PGSC or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on part of manpower supplied by the agency.
- iv. **The bidder offering Lowest "Service Charges/Administrative Charges" would be termed as L1 (Least Cost) bidder or the successful bidder. "Service Charges /Administrative Charges" shall, in no case, be more than 2½%.**
- v. The agency shall raise the bill along with attendance sheet. Service Provider will raise the bill of a month by 5th day of following month. The bill shall accompany copies of PF/ESI challans (if any), attendance sheet, GST challan etc. falling which the bill/a portion of the bill amount shall be held till the proof is furnished, at the discretion of the PGSC. The payment will be released by 10th of every month through RTGS, subject to its completeness and correctness in all respect, after deduction of taxes deductible at source under the law in force.
- vi. PGSC reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- vii. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to concerned tax collection authorities from time to time as per extent rules and regulations on the matter.
- viii. The service provider shall not assign, transfer, pledge or subcontract the performance or services.
- ix. In case the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the PGSC is put to any loss/obligation,

monetary or otherwise, PGSC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.

- x. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by the PGSC besides annulment of the contract.

o. **START OF CONTRACT**

The date of Start of Contract will be mutually decided. The date of Start for Security Manpower Services could vary depending upon the expiry dates of the present contracts / notice period etc.

FINANCIAL BID (Security and Other Miscellaneous Manpower Services)

Amount Quoted:

Contractor’s Administrative Charges/Service Charges to be quoted online:

(In figure): _____(Percent)

(In words): _____(Percent)

NOTE:

- 1) Goods & Service Tax (GST)/Other Govt. Taxes (if any) will be paid as per rules applicable.
- 2) The number of security and other miscellaneous manpower mentioned in the tender document are only indicative and the actual nos. will be decided by the Designated Authority of PGSC in consultation with the service provider, from time to time and depending upon the requirement of PGSC.
- 3) Payment of “Manpower” shall be as per Minimum Wages (as per approved DC rates) including all Employer’s Statutory contributions.
- 4) Service Charges /Administrative Charges” shall, in no case, be more than 2½% of the amount of contract.
- 5) TDS and other deductions shall be made as per Govt. rules.

No other charges other than mentioned above will be paid by PGSC during the contract period, unless there is any notification from the Govt. side.

I certify that all the terms and conditions indicated in the tender documents are acceptable to us.

Signature of the Authorized Person of the Concern

Full Name: _____

Designation _____

Company SEAL _____

Date:

Place:

Note:

- 1) PGSC reserves the right to omit altogether or add any item or condition at the time of signing the agreement to do the job and the Agency shall not be entitled for any compensation due to the omission.
- 2) Any other item required to do the job shall be deemed to have been included. Nothing extra will be payable.

PARTICULARS OF TENDERER
Use Additional Sheet if necessary

1	Name of Agency	
2	Postal Address ➤ E-mail address ➤ Telephone No. ➤ Fax No	
3	Name and designation of the representative of the Agency to whom all references shall be made Mobile No. (Authorization Letter)	
4	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership/Cooperative Society etc.)	
5.	TAN / PAN No.:	
6.	GST No.:	
7	Consolidated Turnover in last years 2016-17, 2017-18 and 2018-19	
8	Name of the organizations in Central or State Govt. departments/Ministries/PSU's /Institutions /Autonomous bodies where manpower of similar nature with more than 25 persons has been deployed (since April 2016)	
9	Number of persons on payroll of organization	
10.	Any Other Information	

(Name & Signature of Authorized Person) With seal

Date:

Place:

Appendix "A"

This agreement is entered into at Kapurthala Office on day of..... between Pushpa Gujral Science City (PGSC), Kapurthala referred to as Society on the one part and M/s _____ through its Director _____ with registered office at _____ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context shall include its partners their respective heirs, successors, legal representatives and assignees) of the part:

2. Whereas PGSC requires the services of persons/firm having experience in the trade of supplying manpower for SECURITY AND OTHER MISCELLANEOUS MANPOWER SERVICES from time to time requirements, the contractor has offered to supply such personnel vide its bid and PGSC Tender. The contractor's bid has been found to be in order and has been accordingly accepted by PGSC.

3.1 Now, therefore, after considering the offer of the above mentioned Agency

PGSC hereby accepts the rates and assigns the contract to M/s _____ @ of the existing wages fixed for category of the posts mentioned as under:

(i)	Security Supervisors - Highly Skilled	Rs. _____ per month
(ii)	Security Guards - Skilled	Rs. _____ per month
(iii)	Jr. Technical Assistant - Skilled	Rs. _____ per month
(iv)	Science Guide (Nursing) - Skilled	Rs. _____ per month
(v)	Drivers (Highly Skilled/Skilled)	Rs. _____ per month
(vi)	Cleaner (Un-skilled)	Rs. _____ per month
(vii)	Peon/Attendants (Un-skilled)	Rs. _____ per month

3.2 The above rates are based on existing minimum wages approved by the DC consisting of following:

Sr. No.	Description
i)	Wages (As per DC rate)
ii)	EPF: Employer's Contribution @ as applicable
iii)	ESI (Employer's contribution] @ as applicable
iv)	Bonus
v)	Any Other Statutory obligation to be paid by PGSC (Please specify with document)
vi)	Administrative / Service Charges as quoted
vii)	GST or any other tax as applicable as per Govt. Rules

3.3

T

- 3.8 he above rates are for 8 working hours' daily duty and 6 days a week.
- 3.4 The qualifications and experience of above mentioned persons will be as per tender document.
- 3.5 National Holidays (3 Nos) and Festival Holidays (3 Nos) shall be observed as per PGSC schedule.
- 3.6 There will be one mandatory weekly off and 12 leaves per year applicable to personnel deployed by the Outsource Manpower Agency.
- 3.7 Deployment of Security staff shall be for 24 (Hours) X 7 (Days) on rotational basis (For 365 days) and deployment of other staff shall for 6 days a week for 8 working hours daily.

3.8 Estimated SECURITY AND OTHER MISCELLANEOUS MANPOWER shall be as under:

i.	Security Supervisors - Highly Skilled	03
ii.	Security Guards - Skilled (including lady security guards)	28
iii.	Jr. Technical Assistant - Skilled	01
iv.	Science Guide (Nursing) - Skilled	01
v.	Drivers (Highly Skilled/Skilled)	02
vi.	Cleaner (Un-skilled)	01
vii.	Peon/Attendants (Un-skilled)	02

- 3.9 The actual requirement of security staff may vary from time to time as agreed mutually by both the parties.
- 3.10 In case any kind of additional manpower is required by PGSC during the execution of contract, the same with requisite eligibility as well as other terms and conditions would be conveyed to the agency which will accordingly arrange and supply suitable requisite manpower to PGSC.

4. NAME OF CONTRACT

Providing Manpower to PGSC for SECURITY AND OTHER MISCELLANEOUS MANPOWER SERVICES.

5. PERIOD OF CONTRACT

The Contract shall be for a period of one year from _____ to _____. However, the contract can be extended further by mutual consent on year to year basis subject to satisfactory performance of duties as detailed in the contract and proper fulfillment of all terms and conditions of the agreement by the contractor concerned as may be deemed fit by the competent authority of PGSC.

6. GENERAL TERMS AND CONDITIONS.

- 6.1 Personnel provided by the Contractor should be smart intelligent and with good bearings and the responsibility of the discipline will be that of the Contractor.
- 6.2 The employees engaged by the agency will be employees of the Agency only and not of the PGSC. They shall not have any claim of regularization of services with PGSC. The Agency will be responsible for the payment of Minimum Wages as per approved DC rate. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of every month.

- 6.3 Only well able bodied, physically fit, well trained, disciplined and honest persons not below the age of 18 years and not above 60 years (65 years in case of Supervisor) shall be deployed by the contracting agency for performing the duties in the Science City.
- 6.4 The manpower supplied by the Contractor may be screened by the Science City. The staff employed by the Contractor while working on the Campus will always wear identity cards issued by the Agency / Contractor for verification.
- 6.5 The PGSC shall have the right to accept / replace any person without assigning any reason whatsoever and the substitute shall have to be provided by the Contractor immediately.
- 6.6 The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential / secret in nature.
- 6.7 The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the PGSC. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- 6.8 The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the PGSC because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 6.9 The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 6.10 The agency will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of the PGSC.
- 6.11 The agency will also ensure that the personnel deployed are medically and physically fit preferably ex-servicemen, retired para military personnel of less than 50 years of age.
- 6.12 In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
- 6.13 The Agency will provide a valid proof of payments like EPF, ESI, GST etc. to the PGSC, which will be charged from PGSC as a value of contract, relating to preceding month, with the bill of subsequent month, failing which PGSC will make the payment to the concerned authority after deducting the amount from the bill of the Agency. However, if the Agency is defaulter in this respect for three consecutive months, the contract is liable to be cancelled at the discretion of the PGSC without any further notice.
- 6.14 The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
- 6.15 If the services are found to be satisfactory, the contract may be extended further, on the same terms and conditions or with some addition/deletion/modification by the PGSC and as mutually agreed by the Firm/Agency.

- 6.16 The agency will be bound by the details furnished by it to the PGSC. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of contract making it liable for legal action besides termination of contract.
- 6.17 The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police.
- 6.18 Proof of identity like aadhar card, driving license, voter ID card, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the PGSC.
- 6.19 The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in the PGSC before the commencement of work:
- 6.19.1 List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - 6.19.2 Bio-data of the person with photograph affixed.
 - 6.19.3 Medical Fitness Certificate
 - 6.19.4 Certificate of verification of antecedents of persons by local police authority.
- 6.20 The Agency shall depute a coordinator, who would be responsible for immediate interaction with the designated authority of the PGSC so that optimum services of the persons deployed by the agency could be availed without any disruption.
- 6.21 The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 6.22 The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from the PGSC to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the PGSC implementing the Contract from time to time.
- 6.23 That the agency on its part and through its own resources shall ensure that the goods, materials and equipment's etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If the PGSC suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by the PGSC for the same.
- 6.24 On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 6.25 Connectivity facility to deployed persons between servicing points to establish contact amongst

themselves and office of PGSC shall be provided by the service provider.

- 6.26 A permanent attendance register will be maintained by the agency in the premises of the PGSC which will be open for inspection and checking by authorized officers of the PGSC.
- 6.27 All other terms and conditions already incorporated in the tender documents will continue to be binding on the contractor.

7. PERFORMANCE MONITORING:

- 7.1 The Senior Officer of the agency should visit regularly at least once a week and check the staff and monitor their performance.
- 7.2 A representative of the agency will report at least once in a week for co-ordination with the concerned officer of the PGSC. The supervisor deployed by the Contractor is supposed to be present on the PGSC campus during working hours. He will give daily progress report of Staff to the Director or his authorized nominee.
- 7.3 The Director or his nominee shall be at liberty to check any time the deployment of person by the Contractor and in case of default, the wages of absentee personnel will be deducted from monthly payment due to the Contractor and impose penalty as deemed fit will be imposed. The decision of the Director shall be final in this regard.

8. SECURITY DEPOSIT

- 8.1 The Agency shall be required to deposit a performance security amount of Rs.6,00,000/- (Rupees Six Lac only) in the form of a Bank Guarantee / Demand Draft /FD in favour of Pushpa Gujral Science City as a security which can be forfeited in the event of termination of the job contract on account of violation of any of the above mentioned terms and conditions. Security deposit would be required from the date of work order and shall be up to ninety (90) days after the completion of the Contract period. Security Deposit amount will not bear any interest.
- 8.2 100 % payment for the 1st Month will be reimbursed on submission of an unconditional Bank Guarantee / Demand Draft /FD towards Security Deposit and compliance of other statutory provisions viz. EPF, ESI, payment of wages etc.
- 8.3 The EMD of the agency will be adjusted towards the security deposit.
- 8.4 The Security Deposit (only Principal amount) will be refunded on the completion of the contract without any interest payable on it.
- 8.5 In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by the PGSC besides annulment of the contract

9. TERMINATION OF CONTRACT

The contract shall be deemed to end in any of the following contingencies:

9.1 On the expiry of the contract period

Or

9.2 A notice at any time during the currency of services, in case the services rendered by the contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

Or

9.3 For committing breach of any of the terms and conditions of the contract by the contractor.

Or

9.4 on assigning the contract or any part thereof for any benefit or interest therein or there under by the contractor to any third person

Or

9.5 For sub-letting the whole or a part of the contract to any third person.

Or

9.6 On contractor being declared insolvent by competent Court of Law.

9.7 However, if Contracting Agency would like to discontinue, a notice of 3 months is required to enable the PGSC to make alternative arrangements. During the notice period for termination of the contract, the contractor shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to the PGSC.

9.8 In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reason or circumstances, liabilities thereof of the contract shall be borne on such terms and conditions, as the PGSC may further think proper in public interests or revoke the contract by the following, namely:

9.8.1 Legal heirs in case of sole proprietor

9.8.2 The next partners in the case of company or firm.

9.9 PGSC shall reserve the right to settle the matter accordingly to the circumstances of the case as it may think proper.

9.10 No party shall be allowed to be represented by a lawyer during any investigation, enquiry, dispute or appeal.

10. ARBITRATION :

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matters the decision of which is specifically provided under this contract) the same shall be referred to arbitration to be approved by Director General, PGSC. The award of such Arbitrator shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 shall apply to arbitration proceedings.

11. JURISDICTION OF THE COURT:

The courts at Kapurthala only shall have the jurisdiction for the purpose of this agreement.

In witness whereof, the parties have hereto respectively subscribed their names at the places and on the dates herein after in each specification.

For M/s _____
(CONTRACTOR)

In the presence WITNESSES

1. Name
Residence
(Occupation)

2. Name
Residence
(Occupation)

In the presence WITNESSES

1. Name
Residence
(Occupation)

2. Name
Residence
(Occupation)

Director
Pushpa Gujral Science City

CHECK LIST		
S. No.	Items	(To be filled in by the Bidder) Documents attached at which page number
	TECHNICAL BID	
1.	Particulars of Tenderer as per Annexure: I	
2.	Authorization Letter	
3.	Signed Tender Document	
4.	Copy of valid license under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 or under the provisions of THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005	
5.	Authenticated copies of experience in at least 03 reputed organizations where manpower of similar nature with more than 25 persons has been deployed (since April 2016).	
6.	Documentary proof regarding minimum 100 persons working on company's payroll)	
7.	Copies of Balance Sheets certified by the Chartered Accountant (CA) for the last 3 years to be attached from April 2016 to calculate turnover	
8.	Copies of Income Tax Assessment / Return by the Chartered Accountant (CA) of last 3 years to be attached from April 2016.	
9.	Copy of complete GST registration certificate [all pages]	
10.	Copy of PAN / TAN	
11.	Copy of certificates of registration with EPF	
12.	Copy of certificates of registration with ESI	
13.	Affidavit stating that the agency is/has not been blacklisted by Centre/ State Government/ PSU etc.	
14.	Certificate of Satisfactory Performance issued by PGSC to Agencies who had earlier been issued any Letter of Intent / any order / have done any job / work for Pushpa Gujral Science City any time in the past have to compulsorily submit a Certificate of Satisfactory Performance otherwise tender will be rejected.	
15.	List of major clients	
16.	Any other supporting document	
	FINANCIAL BID	
17.	Financial Bid online	