

**e-Tender for Security And Other
Miscellaneous Manpower Services**

At

**Pushpa Gujral Science City
Kapurthala (Punjab)**

**Pushpa Gujral Science City
Jalandhar – Kapurthala Road,
Kapurthala**

**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.

Its various facilities include Galleries on Evolution, a Dinosaur park on the island (with Robotic Dinosaurs), Renewable Energy Park, Climate Change Theatre, Earthquake Simulator and Flight Simulator, Amazing Living Machine, Gallery on Health, Biotechnology & HIV, Outer Space Gallery, Virtual Reality & Cyber Space Gallery and Galleries on Fun Science, Railways, Defence, etc., as well as, Planetarium, Large Format Film Theatre (I-Max), 3D and Laser Shows, Herbal & Cactus Garden, etc. These offer information on cross cutting and inter-curricular issues and help to explain scientific concepts and their relevance to society. An Innovation Hub at Science City motivates students for 'out- of-box' thinking, which could contribute towards societal development. More information about these facilities is available at website www.pgsciencecity.org.

PGSC has received more than 52 lakh visitors since its opening in 2005 with average of 3.30 lakh visitors (both general public and children).

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.

The other significant details of tender notice are given below:

1	Description of Scope of Work	Security agency will be responsible 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.
2	Type of Tender	Two stage (Technical and Financial Bids to be opened separately)
3	Total Area	72 Acres
4	Contract Period	Initially for one year, extendable on year to year basis as mutually agreed subject to satisfactory performance of Services
5	Tender Fee	Rs.1000/- (Rs. One Thousand only)
7	Earnest Money Deposit	Rs. 30,000/- (Rupees Thirty Thousand only)
8	Security Deposit Payable	Rs.6,00,000/- (Rupees Six Lac only)
9	Validity of Tender	4(Four) Months from the last date of submission of Tender
10	Date & Time of Closure of Tender	22.02.2023 Upto 03:00 PM
11	Date & Time of Opening Of Tender (Technical Bid)	25.02.2023 at 11:00 AM
12	Date & Time of Opening of Tender (Financial Bid)	Financial Bids of technically qualified bidders will be opened on the date of opening of Technical Bid. In case of any change in the date & time, the same will be intimated Separately.
13	Place of Opening of Tender	Pushpa Gujral Science City, Jalandhar-Kapurthala Road, Kapurthala-144601.
14	Contact Person at PGSC	Dr. Munish Soin, Manager Estate Tel: 01822-501961- 65

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- 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.
- 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.
- If any of the above dates is declared holiday, the activity scheduled for that day will take place on the next working day at the same scheduled time.

GENERAL INFORMATION

1. The instructions given herein will be strictly binding on the bidders and deviation, if any will make the tender or tenders liable to be considered invalid. Tenders incorporating additional conditions by the bidder are liable for rejection.
2. Bids shall be submitted online only at <https://eproc.punjab.gov.in>. Manual bids shall not be accepted.
3. The instructions given at **"Instruction for Online Bid Submission"** should be strictly followed during submission of the Bid.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. **Rejection of Bids:** Canvassing by the Bidder(s) in any form, unsolicited letter and post- tender correction may invoke summary rejection. Conditional tenders will be rejected. Non-compliance of applicable General Information and Instructions will disqualify the Bid.
6. The Bidders should have Digital Signature Certificate (DSC) for filling up the Bids. The person signing the tender documents should be authorized for submitting the on line e- tender.
7. The Bidders shall fill up the Prescribed Format for submission of **Technical Qualification Criteria as per attached "check list, PARTICULARS OF TENDERER"** format duly signed by the authorized signatory. The person signing the tender document should be authorised for submitting the online e-tender.
8. The Financial Bid shall be filled in and signed by the authorized signatory online as per BOQ available at Public Procurement Portal e-tender system website <https://eproc.punjab.gov.in>. Offline Financial Bid shall not be accepted.
9. Tender must be uploaded as **Technical Bid** and **Financial Bid/BOQ**).

Instructions for Online Bid Submission

The Bidders are required to submit soft copies of their Bids electronically on the E-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the E-Procurement Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the E-Procurement Portal.

More information useful for submitting online Bids on the E-Procurement Portal may be obtained at website or URL: <https://eproc.punjab.gov.in>

I) REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the E-Procurement Portal (URL: <https://eproc.punjab.gov.in>) by clicking on the link "**Online Bidder Enrolment**" on the E-Procurement Portal.
- 2) As part of the enrolment process, the Bidders will be required to choose a unique **Username and assign a Password** for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the E-Procurement Portal.
- 4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA (Certified Coding Associates) India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in the site through the secured log-in by entering their user ID / password and the password of the DSC/e-Token.

II) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the E-Procurement Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There could also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such

as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a Tender published on the E-Procurement Portal.

- 2) Once the Bidders have selected the Tenders they are interested in, they may download the required Tender documents /Tender schedules. The Tender can be moved to the respective 'My Tenders' folder. This would enable the E-Procurement Portal to intimate the Bidders through SMS/e-mail in case there is any Addendum/Corrigendum issued to the Tender document.
- 3) The Bidder should make a note of the unique Tender ID assigned to each Tender in case they want to obtain any clarification / help from the Helpdesk.

III) PREPARATION OF BIDS

- 1) Bidder should take into account any Addendum/Corrigendum published for the Tender document before submitting their Bids.
- 2) Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should make ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. Firm's Registration Certificate, Financial Statements, Auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

IV) SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for closing date and time for Bid submission so that they can upload the Bid in time. Procuring Entity will not be responsible for any delay whatsoever.
- 2) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bidding document.

- 3) Bidder has to select the payment option as "online" to pay the **Bid security** if applicable and enter details of the instrument.
- 4) Bidders are requested to note that they should necessarily submit their financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard format with the Tender document, then the same is to be downloaded and to be filled by all the Bidders. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the Descriptions in the file are found to be modified by the Bidder, the Bid will be rejected.
- 5) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- 6) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid opening officials' public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid opening officials.
- 7) The uploaded Bid documents become readable only after the opening of the Bids by the authorized Bid opening officials.
- 8) Upon the successful and timely submission of Bid (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.
- 9) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

V) ASSISTANCE TO BIDDERS

- 1) Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- 2) Any queries relating to the process of online Bid submission or queries relating to E-Procurement Portal in general may be directed to the 24x7 E-Procurement Portal Helpdesk (0172-2970263 / 0172-2970284)

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(i.e. 2019-20, 2020-21 & 2021-22). Proof in this regard along with particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished (for the purpose of verification).
(*Attach: Copies of experience certificates, work 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 been in existence for not less than two years. Proof regarding minimum 100 persons working on company's payroll should be enclosed.
(*Attach: Proof showing employment of minimum 100 persons working on company's pay roll such as EPF statement etc*).
4. Agency should have minimum consolidated turnover of **Rs. 3.00 Crores** during the last 3 financial years(i.e. 2019-20, 2020-21 & 2021-22) 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 [2019-20, 2020-21 & 2021-22]*).
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: Duly notarized 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.

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 and other fire fighting facilities at 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 2 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, if applicable
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 Financial bids quoting 'Nil' consideration or 'Zero percent or its derivatives upto 0.9999 percent and thereof' as Administrative/ Service Charge shall be treated as unresponsive and will be not be considered. Further, '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.

It is the responsibility of the Agency to produce previous months ESI, PF contribution etc. receipts and payments as per minimum wages to the satisfaction of the PGSC for the release of payment.

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. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation including Gratuity etc. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time. The PGSC will not be liable to pay any amount other than settled in the contract. The contractor shall

be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act, ESI Act 1948, Workman Compensation Act 1923, Payment of Gratuity Act, 1948, Employee's provident Fund and Miscellaneous Provisions under labour and services laws. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from this Office under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Office.

4. **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. The contractor also ensures to follow the reservation of SC/BC communities of persons hired as per Govt. norms.**
5. 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.
6. 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.
7. 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.
8. 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.
9. The staff will be required to mark attendance on Biometric Attendance Machine.
10. 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.

11. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, drugs, paan, smoking, loitering without work.
12. 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.
13. In case of leave or change of person, timely information will be given to the PGSC authorities by the Contractor.
14. The service provider will ensure availability of women security guards as per requirement of PGSC during visiting hours. However, in case PGSC at occasions has requirement of women security at night or after visiting hours viz women personnel staying at PGSC Dormitory/Guest House or organization of some event etc., it will be mandatory on the part of the service provider to depute women security guards on duty.
15. 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.
16. The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
17. 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.
18. 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.
19. Financial bids of technically qualified bidder shall only be evaluated.
20. 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.
21. 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.
22. 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.
 23. 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.
 24. 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.
 25. 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.
 26. 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.
 27. 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.
 28. 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.
 29. 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.

30. 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 blacklisted.
 - 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.
- ii. Service Charges /Administrative Charges" shall, in no case, be 'Zero percent and its derivatives upto 0.9999 percent and thereof or more than 2½% (Two and half percent) of the amount of contract.
- iii. 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 of providing Security services in other Departments of Government of India/ Government of Punjab/ Autonomous Bodies/ Public Sector Undertakings etc. during last three years (i.e. 2019-

20, 2020-21 & 2021-22)

- b. Punjab based firms will be preferred
 - c. Preference will be given to the firms/bidders having highest Turnover.
- iv. 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.
 - v. 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 'Zero percent and its derivatives upto 0.9999 percent and thereof or more than 2½% (Two and half percent) of the amount of contract.
 - vi. 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.
 - 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.

○. 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 manpower mentioned in the tender document are only indicative and the actual nos. will be decided by the Designated Authority of PGSC from time to time 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 ‘Zero percent and its derivatives upto 0.9999 percent and thereof or more than 2½% (Two and half percent) 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.

Check list
PARTICULARS OF TENDERER
Use Additional Sheet if necessary

S. No.	Items	(To be filled in by the Bidder) Documents attached at which page number
1	Name of Agency	
2	Copy of license under the provisions of THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 (Attach: Copies of License).	
3	Details of the Registered office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s).	
4	Status of Organization (Whether Private/ Public Sector Undertaking / Sole Proprietor / Partnership/Cooperative Society etc.)	
5.	Copy of Registration with EPFO	
6.	Copy of Registration with ESI	
7	Copy of GST registration (Complete set)	
8	Copy of PAN / TAN card	
9	Consolidated Turnover in last years 2019-20, 2020-21 & 2021-22 (Attach: copies of Balance Sheets certified by the Chartered Accountant (CA) and Income Tax returns for the last 3 years to be attached (2019-20 to 2021-22).	
10	Length of experience in the field	

11	The Service Providers / Companies/ Firms / Agencies must have the work experiences of providing Security services in at least 03 other Departments of Government of India/ Government of Punjab/ Autonomous Bodies/ Public Sector Undertakings etc. during last three (3) years (i.e. 2019-20, 2020-21 & 2021-22). (Attach: Copies of experience certificates, work orders and particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished for the purpose of verification).	
12	Security services providing agencies should have been in existence for not less than two years. Proof regarding minimum 100 persons working on company's payroll should be enclosed. (Attach: Proofs showing employment of minimum 100 persons working on company's payroll such as EPF statement etc).	
13.	List of other major clients in following order (S. No., Name of the organization, contract period, value of the contract and contact details)	
14	Agencies that 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	
15	Signed Tender Document	
16.	Any Other Information	

(Name & Signature of Authorized Person)
With seal

Date:
Place:

Appendix "A"

This agreement is entered into at Kapurthala Office onday of between PushpaGujralScienceCity(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)	
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 The 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. The contractor also ensures to follow the reservation of SC/BC communities of persons hired as per Govt. norms.

- 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 be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation including Gratuity etc. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the

law from time to time. The PGSC will not be liable to pay any amount other than settled in the contract. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act, ESI Act 1948, Workman Compensation Act 1923, Payment of Gratuity Act, 1948, Employee's provident Fund and Miscellaneous Provisions under labour and services laws. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from this Office under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Office.

- 6.15 The Agency will keep their personnel upto date in their respective skills by imparting training on regular intervals.
- 6.16 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.
- 6.17 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.
- 6.18 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.
- 6.19 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.
- 6.20 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:
 - 6.20.1 List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - 6.20.2 Bio-data of the person with photograph affixed.
 - 6.20.3 Medical Fitness Certificate
 - 6.20.4 Certificate of verification of antecedents of persons by local police authority.
- 6.21 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.
- 6.22 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.
- 6.23 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.

- 6.24 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.
- 6.25 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.
- 6.26 Connectivity facility to deployed persons between servicing points to establish contact amongst themselves and office of PGSC shall be provided by the service provider.
- 6.27 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.
- 6.28 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)

Director
Pushpa Gujral Science City

In the presence WITNESSES

1. Name
Residence
(Occupation)

2. Name
Residence
(Occupation)

Performance Security (Bank Guarantee)

[Guarantor letterhead]

Beneficiary: [insert name and Address of Procuring Entity/

Date:[Insert date of issue]

Performance Guarantee No...... . [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that-----[**insert name of Supplier which in the case of a joint venture shall be the name of the joint venture**] (hereinafter called "the Applicant") has entered into Contract No.[**insert reference number of the contract**] dated..... [**insert date**] with the Beneficiary, for supply of..... [**insert name of contract and brief description of Goods/Services/works/** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rupees.....[**insert amount in figures**]..... [**insert amount in words**], such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

This guarantee shall expire, no later than the..... and any demand for payment under it must be received by us at this office indicated above on or before.

[signature(s)]