

PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED
Anaaj Bhawan, Sector 39-C, Chandigarh. Ph. 0172-2684000

TENDER DOCUMENT E-TENDER FOR THE AWARD OF CONTRACT FOR PROVIDING SECURITY AT VARIOUS STORAGE POINTS OWNED/HIRED BY PUNGRAIN FOR THE STORAGE OF FOOD GRAINS IN THE STATE OF PUNJAB.

Cost of tender: Rs. 11,800/- per division

(To be paid online and submit receipt along with bid)

PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN)
Anaaj Bhawan, Sector-39 C, Chandigarh-160036

IMPORTANT INSTRUCTIONS FOR BIDDERS

1. Bids will only be submitted online on the e-Procurement portal for the Government of Punjab i.e. <https://eproc.punjab.gov.in>. Bidders who wish to participate in online tenders will have to register themselves on <https://eproc.punjab.gov.in> for which valid Digital Signature (Class II or III) are required, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India. The online registration of the bidders on this portal is free of cost.
2. For any portal related technical queries, prospective bidders can call at 24x7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through e-mail at eproc@punjab.gov.in, support-eproc@nic.in.
3. No physical submission of Technical and price / commercial bid will be entertained as it should be furnished online only. Also no fax, e-mail, SMS, letters or any other form of communication will be entertained for the same.
4. Bids which are not submitted in the prescribed form and/or without deposit of requisite tender fee and/ or earnest money or any other deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
5. Conditional offers/ tenders shall be out rightly rejected.
6. The Technical bids shall be opened **on 26.03.2022 at 3:00 P.M.** in the Committee Room of Pungrain, Anaaj Bhawan, SECTOR 39-C, CHANDIGARH. The date and time for the financial bids will be notified online only to the Technically Eligible Bidders.
7. The tenderer is mandatorily required to submit the documents mentioned in Check List and detailed in the Terms & Conditions, along with the technical bid. The financial bid will be opened of only those bidders who qualify the technical bid.
8. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender. In case, authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
9. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
10. Any further communication or corrigendum/ addendum will be published on e-Tendering website only.

IMPORTANT DATES:

1.	Date of publication of Notice inviting e- Tender in Newspapers	14.03.2022
2.	Date of availability of MTF on website	14.03.2022
3.	Last Date and Time for submission of Tender	26.03.2022 upto 2:00 PM
4.	Date and time of Opening Technical Bid	26.03.2022 at 3:00 PM
5.	Date and time of Opening Price Bid	Will Be notified online to technically qualified bidders
6.	Validity of Bids	45 Days
7.	Name and Designation of Authority Inviting E-tender	Managing Director, PUNGRAIN

A. TECHNICAL BID

(To be submitted on letter head of bidder/agency)

Subject: Tender for the award of contract for providing Security at storage points of Pungrain, Punjab.

Sir,

With reference to your advertisement for award of contract for providing security for Pungrain storage points, I/ we enclose herewith, our Technical Bid duly filled, stamped and signed, for Division Patiala/Jalandhar/ Patiala (Select/ tick one or more division for which the tenderer intends to submit bid) along with required tender documents and Annexures, duly stamped and authenticated on each page, containing _____ pages (from page No. 1 to _____).

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

Thanking You,

Yours faithfully,

(SIGNATURE)

Seal of the firm with full address

Enclosed:

1. Registration certificate with Director General Resettlement(DGR)/ADGP security
2. Copy of PSAR Act License for all districts of Punjab.
3. Registration no./Certificate with Labour Department.
4. Copy of letter of allotment of EPF No.
5. Copy of letter of allotment of ESI No.
6. Affidavit regarding non-blacklisting of firm or any of partners/Directors of firm duly attested by Executive Magistrate. (As per **Annexure-I**)
7. Experience Certificate of 03 years in the relevant field in the Institution(s)/Organization(s) regarding supply of security manpower/services during the last five years
8. Satisfactory performance certificate issued by Institution/Organization where the firm has supplied the security personnel manpower in the recent past.
9. Self attested PAN CARD.
10. Self attested Goods and Service Tax No (GSTIN).
11. Documentary proof for Working capital, net worth and profits, duly certified by a practicing Chartered Accountant.
12. Bank solvency certificate for 50 Lakh issued by any Scheduled Bank, not more than 15 days old stating that the firm has not been declared insolvent during last 5 years.
13. A copy of the constitution/partnership deed of your firm duly signed with registrar of firms.
14. Turnover certificate certifying average annual turnover of Rs. 10 Cr. and this turnover should be of the same nature of job, Issued by C.A in original for the last three years (2018-19,2019-20 & 2020-21).
15. Earnest money of Rs 2,00,000 (Rupees Two lakh only) per division.
16. A copy of the 'Terms & Conditions 'of the tender, signed on each page, to be uploaded along with Technical Bid.

B. FINANCIAL BID (To be uploaded online at e-portal only)

Subject: Submission of financial bid for the Award of contract for providing security guards as per Terms and Conditions of the Tender of Pungrain.

I/we hereby quote my/our charges/ rates including Administrative/Service Charges as follows:

Particulars	Rate (in %age)
Administrative Charges per month (including GST as applicable) Patiala Division (Districts: Barnala, Fategarh Sahib, Ludhiana, Mansa, Patiala, Ropar, Sangrur, SAS Nagar)	
Administrative Charges per month (including GST as applicable) Ferozepur Division (Districts: Bathinda, Faridkot, Fazilka, Ferozepur, Moga, Sri Muktsar Sahib)	
Administrative Charges per month (including GST as applicable) Jalandhar Division (Districts: Amritsar, Gurdaspur, Hoshiarpur, Jalandhar, Kapurthala, Pathankot, SBS Nagar, Tarntaran)	

* Note:

- 1) As per instructions of Ministry of Finance, GOI issued vide letter no. 29(1)/2014-PPD dated 28.01.2014 (Annexure-II), "If a firm quotes 'Nil' charges/ consideration, the bid shall be treated as unresponsive and will not be considered".
- 2) Further, maximum service charges paid to the service provider/ contractor shall in no case be more than 2.5% of the amount of contract as per the instructions of Finance Department, Govt. of Punjab issued vide letter no. 7/74/2018-IFP1/1539232 dated 01.08.2019 (Annexure-III).

Place: _____

Signature of Tenderer _____

Dated: _____

Name of the Tenderer _____

Address _____

C. TERMS AND CONDITIONS

I. Validity of Contract

The contract shall be awarded Division-wise initially for a period of **two years**, which is further **extendable** annually up to a maximum period of 2 years (excluding the initial two years) on the same rates, terms and conditions accepted by the tenderer subject to satisfactory performance of the services and statutory compliance of all the terms and conditions. This will, however, be further subject to the approval of the competent authority. The requirement of number of security guards and armed security guards may vary with season to season and even from month to month. The PUNGRAIN shall be at liberty to increase/decrease the number by giving three weeks' notice.

II. Divisions of Districts for the Purpose of Contract

For the purpose of security contract, the whole Punjab State has been divided into three divisions, details of which are as under:-

Division.	Name of the Districts
Patiala	Ludhiana, Fateh Garh Sahib, Patiala, Ropar, Mohali, Sangrur, Malerkotla, Barnala & Mansa.
Ferozepur	Bathinda, Faridkot, Moga, Ferozepur , Fazilka & Sri Muktsar Sahib.
Jalandhar	Amritsar, Gurdaspur, Pathankot, Hoshiarpur, Jalandhar, Nawanshahar, Kapurthala & Tarn Taran

The number of Storage points in each district as on 30.06.2021 are as follows. However, no. of godowns/plinths may vary from time to time depending upon requirement of Pungrain for storage of Foodgrains and liquidation plan of FCI.

Division	Name of District	No. of Godowns/Plinths
Patiala	Barnala	36
	Fategarh Sahib	19
	Ludhiana	55
	Mansa	33
	Patiala	65
	Ropar	17
	Sangrur + Malerkotla	118
	SAS Nagar	13
	Total	356
Ferozepur	Bathinda	82
	Faridkot	29
	Fazilka	29
	Ferozepur	53
	Moga	57
	Sri Muktsar Sahib	31
	Total	281
Jalandhar	Amritsar	24
	Gurdaspur	19
	Hoshiarpur	15
	Jalandhar	41
	Kapurthala	13
	Pathankot	8
	SBS Nagar	13
	Tarn Taran	27
	Total	160

III. Norms for deployment of Security Guards: The current norms of Pungrain for deployment of Security Guards in godowns/plinths are as follows:

FOR COVERED GODOWNS

Sr. No.	Quantity of foodgrains stored in the godown (in MTs)	Maximum number of Security Guards* allowed
1	Upto 10,000	4
2	10001-20000	5
3	20001-30000	6
4	30001-40000	8
5	40001-50000	10

FOR OPEN PLINTHS

Sr. No.	Quantity of foodgrains stored in the plinth (in MTs)	Maximum number of Security Guards* allowed
1	Upto 2500	4
2	2501-5000	5
3	5001-7500	6
4	7501-10000	7
5	10001-12500	8
6	12501-15000	9
7	Above 15000	10

** Including armed security guards, if needed to be deployed at a storage point.*

IV. Tender Fee & EMD

1. The cost of the tender is Rs. 11,800/- per division and the EMD is Rs. 2,00,000/- per division. Bidder can submit a single E-tender for multiple divisions/ more than one division. However, in such case, he would be required to deposit requisite tender fees calculated @ Rs 11800/- for each division (for three divisions tender fee will be Rs 35,400/-) as well as EMD @ Rs 2,00,000/- per division for the number of divisions he intends to apply for (for three divisions EMD will be Rs 6,00,000/-).
2. The earnest money shall be liable to forfeiture if the bidder after submitting his tender resiles from his offer and/or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the service provider's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other right or remedies of the PUNGRAIN under the contract and law.
3. In event of the bidder submitting the conditional tenders, the EMD of such bidders will be forfeited. Earnest money will be refunded to all the unsuccessful tenderers within 30 days after a final decision on tenders is taken. No interest shall be payable on the amount of earnest money paid in any case.

V. Eligibility Criteria

1. The Security Agency must be registered with DGR (Director General Resettlement)/ADGP Security.
2. The Security Agency should also possess license under the PSARA (Punjab Security Agency Regulation Act) for the division(s) for which the bid is being submitted.
3. The Security Agency must have registration with the Labour Department, valid EPF account and ESI registration to be eligible for the contract.

4. The Security Agency should have the required license under the Contract Labour (Regulation and Abolition) Act, 1970.
5. The Security Agency should have experience of at least 03 years in the deployment of security manpower/services in various institutions/Organizations. It shall be required to submit experience certificate showing satisfactory performance in the supply of security manpower/services along with the list of such institutions(s)/Organization(s)
6. The Security Agency must possess and submit a valid PAN and GSTIN to Pungrain.
7. The Security Agency should have an average annual turnover of Rs 10 crore during the last three financial years (2018-19, 2019-20 & 2020-21) and this turnover should be of the same nature of job which means that it should only be from the deployment of security personnel/services in various organizations/ departments. The Security Agency shall provide ITRs for the last three years duly audited and certified from a CA along with the tender.
8. The tenderer should have a working capital of Rs 1.50 crores and positive net worth excluding residential house/ residential property as on last date of preceding financial year i.e. 31-03-2021 and should be a profit making company during the last three years. The bidder is also required to upload the documentary proof for Working capital, Annual average turnover, Net worth and profits, duly certified by a practicing Chartered Accountant.
9. The Security agency/Firm shall submit an undertaking that none of its directors/partners have been/are blacklisted or bankrupted by any Govt./Semi-Govt./Co-operative organization to be eligible to participate for the contract.
10. The security agency must furnish a Solvency certificate not more than 15 days old, issued by any of the commercial banks in an acceptable form amounting to Rs. 50,00,000/- Lac (Rupees Fifty Lac only) stating that the firm has not been declared insolvent during last 5 years..
11. The bidder is mandatorily required to submit the documents as mentioned above and detailed in the Terms & Conditions, along with the technical bid. The financial bid will be opened of only those bidders who qualify the technical bid.

VI. Award of Contract

1. The Contract shall be awarded Division wise to the lowest bidder (L1) for each Division. However, No bifurcation of the division shall be allowed for the purpose of awarding of contract.
2. Each successful bidder shall be awarded only one Division even if he has quoted for more than one Division and is L1 for more than one Division. In the event of non-selection of L1 for a particular division due to his selection for another Division, the subsequent bidders in the order of their pricing offered shall be asked to match the price of L1 for that particular Division.
3. In case, a particular bidder emerges L1 for more than one Division, he will be awarded the work of that Division for which he has quoted lower rate between the two Divisions.
4. In case a bidder is L1 in all three Divisions and has the same rate in all three divisions, he shall be awarded the Division at the discretion of the MD Pungrain, keeping in view the rates quoted by other bidders in the remaining Divisions.
5. In case two bidders quote same price for the same Division, the work shall be allotted to the bidder with higher annual average turnover of last three years.
6. In case bidder refuses to work after the Award of Contract, the EMD will be forfeited and he will be liable to be blacklisted.

Note:

- i) *As per instructions of Ministry of Finance, GOI issued vide letter no. 29(1)/2014-PPD dated 28.01.2014 (Annexure-II), "If a firm quotes 'Nil' charges/ consideration, the bid shall be treated as unresponsive and will not be considered.*

ii) Further, maximum service charges paid to the service provider/ contractor shall in no case be more than 2.5% of the amount of contract as per the instructions of Finance Department, Govt. of Punjab issued vide letter no. 7/74/2018-IFP1/1539232 dated 01.08.2019 (Annexure-III).

iii) MD Pungrain reserves the right to award upto 2 divisions to a bidder in case sufficient bids are not received from a division or sufficient bidders are not found eligible for a division depending upon the exigencies of the situation, if so arises.

VII. Validity Of The Offer/ Bids

The bids shall remain open and valid for acceptance up to **45 days** from the date of opening of technical bid. However, PUNGRAIN reserves the right to extend this period by another 30 days at its discretion and such extension shall be binding on the bidders. The EMD of the bidder(s) not keeping the offer open for the prescribed period shall be forfeited, without prejudice to any other rights and remedies of PUNGRAIN against the bidder and the bidder will further be debarred from participating in any other Bid Enquiry with PUNGRAIN for a period of three years.

VIII. Deposition of Security/ Bank Guarantee

The Security Agency shall be required to deposit Security equal to **10%** of the total annual value of the contract period in the form of Fixed Deposit Receipt or Term Deposit Receipt or Bank Guarantee from any of the Commercial Banks in an acceptable form drawn in the name of the Managing Director, Pungrain, payable at Chandigarh, which shall remain valid for six months beyond the total period of contract i.e. 2.5 years and the bidder shall get it renewed if the Service Contract is extended. The security deposit shall be released only after the expiry of the contract on the receipt of no due certificates from all the District Managers, Pungrain in respect of the service provided after ascertaining that the due EPF of all guards hired/deployed by the service provider has been deposited with the PF authorities which may be also got verified by the competent authority at his discretion.

IX. Responsibilities/ Obligations Of The Security Agency

1. During the period of contract, the Security Guards to be provided by the Security Agency shall protect the Foodgrains, Stock articles, Materials, Equipments and Property/premises etc. of Pungrain and the agency will make good for any loss caused to the PUNGRAIN due to the negligence of its Security Guards.
2. The Security Guards provided by the Service provider will be the employees of the Agency only for all intents and purposes. The persons so deployed shall be under the overall control and supervision of the Security Agency. The Security Agency shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of its employees so deployed for the maintenance of the peace and protection of property of the PUNGRAIN.
3. The Security Agency shall pay minimum wages to the Security Guards and Armed Security Guards as prescribed by the Punjab Government for unskilled and semi-skilled categories respectively from time to time during the period of Contract. Whenever minimum wages are revised by the Govt., the charges (wherever applicable) shall be proportionately increased/revised.
4. The Security Guards provided by the Agency shall be given minimum wages, 1/6 holiday/Sunday, EPF, ESI and 15 days Earned Leave/Festival holidays in a year and charges thereof on monthly basis should be indicated separately. The Service Provider shall deploy his

employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws applicable in this regard, by keeping the required number of leave reserves so as to ensure smooth functioning. The service provider shall also ensure that the working hours of the security guards are as per prescribed norms. The records related with payment of wages and other statutory allowances/benefits like EPF, ESI etc. by the service provider shall be liable to be audited by any officer/agency authorized by MD PUNGRAIN for this purpose.

5. The payment of wages to the Security Guards should be made by the Agency directly into the bank accounts of security guards by 7th of every month. The agency shall submit a certificate to this effect to the concerned DM Pungrain by 10th of every month. The Security Agency would ensure the timely disbursement of salary to the security guards from its own funds every month and not delay the salaries for the want of/on the pretext of pending release of funds from the Pungrain.
6. EPF and ESI of the security guards deployed with PUNGRAIN shall be deposited by the Security Agency with the concerned Authorities on a monthly basis and the challan(s) duly verified by the concerned Authorities along with the name of employees shall be submitted to concerned DM Pungrain along with the certificate of wages mentioned above. The Agency will also submit a certificate regarding deposit of EPF and ESI to concerned authorities to Pungrain HQ with wages' bill of the subsequent month. The details of Bank accounts of all the security guards deployed by the Security Agency for PUNGRAIN shall also be submitted every month and the Security Agency shall be solely responsible for the civil/criminal liabilities or other penalties for non-compliance of all such statutory obligations.
7. The Security agency will keep/maintain the regular accounts of the amount paid to the security personnel including the payment of Minimum Wage Rates and other statutory levies, the deductions made under various heads and the contributions paid by Security Agency/ies regularly at the place of operations. The accounts would be submitted to Pungrain after every 3 months by the 10th day of subsequent month and the same could be audited by the auditor of Pungrain at the cost of the Security Agency. Failing submission of such accounts to Pungrain, a penalty of Rs.5,000/- for each week's delay shall be considered to be recoverable from the contractor/agency subject to maximum of Rs.20,000/- and in event of Agency's failure to furnish the accounts as and when required by Pungrain, Corporation may initiate suitable action. In case of repeated default, the Managing Director of Pungrain shall have the right to terminate the contract; forfeit the security deposit and blacklist the Security Agency.
8. The Security Agency shall obtain, at its own cost, insurance cover for all the Security Guards and also shall be mandated to comply with the provisions of the Workmen Compensation Act, 1923 so as to provide the benefits due to the Guards under this Act in the event of their death or disablement while in service.
9. In case of armed security guards, the Arms/Weapons as requisite towards the discharge of the prescribed duties shall be provided by the Agency whosoever required by Pungrain at its (Agency's) own Risk and Cost during the currency of the contract as per Applicable Laws.
10. The Security Agency shall follow/comply with all the legal provisions under relevant labour laws and enactments. The Security provider shall ensure deposit of Provident fund, ESI/Group Insurance, Labour Welfare Fund and any other statutory payment/taxes as applicable and

revised from time to time which will be reimbursed to the security agency only after submission of the evidence regarding the deposit of same for the previous month.

11. Security agency shall abide by all the provisions of the Private Security Agencies (Regulations) Act 2005 and Punjab Private Security Agencies Rules, 2007 amended from time to time by the Govt. while providing security services to Pungrain under this contract.
12. The Security Agency shall submit the latest Police Clearance Certificate along-with character and antecedent verification certificate of all the security guards to be deployed by it in a district to Concerned District Manager of Pungrain, before/on deployment of security guards.
13. The Security Agency shall provide two sets of shirt and trouser, cap or turban, as the case maybe, one woollen jersey (in winter) a pair of shoes, lyne yard with whistle, beret belt, badge and name plate to each security personnel deployed by them. The Agency shall also keep rain coats/woollen over coats (three each) for use by the Security Guards for patrolling duty during rainy/winter season. It will be the responsibility of the Security Agency to provide the uniform to its persons and expenditure on this account shall be borne himself by the Security Agency. The wearing of uniforms by the persons of the Security Agency deployed on duty in the PUNGRAIN shall be compulsory. If any person, while on duty, is found without uniform, penalty may be charged @ Rs. 50/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Security Agency. The MD Pungrain, however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.
14. The Security Agency shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to security guard deployed for rendering the services in PUNGRAIN and may be inspected at any time by the officers so authorized by the DM PUNGRAIN. The PUNGRAIN may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
15. The Security Agency shall provide physically & mentally fit, active, smart and literate security Guards and give them proper training before placing their services at disposal of Pungrain. Preference should be given to all such employees who are duly trained from the various security training colleges in the State/Country. The security agency shall be responsible for the good conduct of the security guards deployed by them and shall compensate the Pungrain for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their employees or agents or representatives. The MD Pungrain shall have the right to ask for the dismissal of any employee of the agency who, in his/her opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the security agency (their servants and agents or representatives shall be final and binding to the agency).
16. The guards to be deployed as watch & ward personnel for Pungrain should be between 18-55 years of age and at least 5th pass. They should be able to read and write entries in the entry registers in vernacular language.
17. Tenderer should preferably have its in-house school for training of its Personnel to be deployed. If such training is outsourced the details of the outsourced agency be indicated.
18. The Security Agency shall ensure that there is no shortage of manpower at any time during the contract and also that Guards do not have to work extra time.
19. No shelter/accommodation will be provided by PUNGRAIN.

20. That the Security Agency shall be responsible to supply adequate and sufficient security personnel including armed security guards purely as per seasonal/monthly requirement of Pungrain under the contract in accordance with the instructions issued by the Managing Director, Pungrain or an officer acting on his behalf. If the Security Agency fails to supply the requisite number of security guards, the MD, Pungrain shall at his own discretion, without terminating the contract, be at liberty to engage security persons at the risk and cost of the security agency who shall be liable to make good to the Pungrain all additional charges, expenses, cost of losses that the Pungrain may incur or suffer thereby.
21. The Security Agency shall furnish to PUNGRAIN all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.
22. The Security Agency shall always inform the PUNGRAIN in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Security Agency shall not change its ownership during the period of his Service Contract with PUNGRAIN.
23. Mobile phones shall be provided at all locations by the Security Agency in order to have communication with the security personnel at any time, if so required and the details of which shall be submitted to Pungrain. Security agency will ensure that all security guards comply with instructions regarding usage of mobile applications or monitoring, if any, developed by Pungrain during the contract period.
24. It would be mandatory for the security agency to set up and maintain at least one office at division HQs of the Division awarded for deployment of security guards throughout the contract period so that the Pungrain officials and also the security guards deployed by the Security agency can have access to the management of Security agency. The addresses and details of the personnel employed in these offices to oversee the operations of security agency shall be provided to Pungrain.
25. That the Security Agency shall report promptly in case of any theft, burglary/ dacoity or pilferage that takes place or any attempt made to the effect, to the District Manager/AFSO/Inspector In-charge of the concerned storage point. The lodging of the FIR with the local Police will be responsibility of the concerned Pungrain official. In case the Security Agency fails to promptly provide such information to Pungrain, the security agency shall be liable for all losses of Pungrain stocks, stock articles, property & other material, along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the Pungrain due to the negligence and unsatisfactory performance of any of security guard deployed under this contract or breach of any terms thereof or damages/losses occurred to the Pungrain or in particular to any property or plant etc., belonging to the Pungrain due to the negligent act of the security agency themselves or their employees/staff.
26. That the Security Agency will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the registers. No stocks of foodgrains and stock articles will either be removed out or entered into the premises of the storage points without proper gate pass /cart slip duly signed by the Inspector Incharge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns and/or the premises of the storage

point. The register shall be signed jointly by the security agency and Pungrain officials authorized for the purpose. The list of such authorized officials will be provided by the concerned Pungrain District Manager/DFSO/AFSO.

27. That the Security Agency shall whenever required, produce or ensure to be produced for examination by the MD Pungrain or any other officer of the Pungrain assigned by him on his/her behalf any record, other books of Accounts, returns, vouchers, receipts, letters, memorandum or any copy of extract from any such record/ documents as may be required. The decision of the MD Pungrain on the question of the relevancy of any document / information or return shall be final and binding on the Security Agency and it shall produce documents, information and returns at such time and place as may be directed by the Managing Director Pungrain or his nominee.
28. The Security Agency should have adequate capital, necessary skills, knowledge, expertise, infrastructure and all such systems and procedures in place to prove its capacity and capability to perform its obligations in accordance with the terms of this Agreement to the satisfaction of the Pungrain.
29. The Security Agency is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure, a penalty @1% (one percent) per day of the total monthly value of contract shall be imposed from the date of issue of letter of Intent for non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the contract. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Service Contract and the letter of Intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.
30. Recruitment/removal of security guards for Round the Clock Security to be deployed at storage point during the period of this Agreement shall be the sole responsibility of the Security Agency. The officials of Pungrain shall have no participation in the recruitment of security guards/personnel by the Security Agency. Further, the Security Agency shall issue appointment letters clearly stating the terms of appointment of the personnel employed by the agency and immediately communicate the list of security guards indicating their Name, age, parentage, Aadhaar number, Bank account no, residential address and terms of appointment etc. in respect of each employee engaged by him on the date of deployment in Pungrain as well as any subsequent changes, if any, of his employees to the concerned District Manager of Pungrain. Whenever any security personnel is relieved or leaving the job or whenever new recruitments are done by Security Agency during the period of contract the complete details of the same will be intimated to the concerned District Manager of Pungrain.
31. The Security Agency shall not depute any security guard at any other place/organization after his duty hours meaning thereby that any security guard working simultaneously at two locations/shifts/organizations shall not be allowed under any circumstances
32. On taking over the responsibility of providing the aforesaid services, the Security Agency shall formulate the mechanism of deployment of Security personnel and submit the monthly duty assignment /roster of their deployment at all designated locations/plinths/godowns in the

PUNGRAIN to the concerned DM Pungrain/ Officer-in-charge of the said services for approval. The authorised representative of security agency shall visit the office of PUNGRAIN in order to interact with DM Pungrain/MD Pungrain for ensuring effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. Security Agency shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the concerned Pungrain official. The Security Agency as well as the security guards deployed by them on duty of Pungrain shall be duty bound to carry out the directions/instructions given to them by the DM Pungrain / MD Pungrain or any other officer authorized to do so by the MD Pungrain in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.

33. The DM Pungrain / MD Pungrain or any other officer(s) so authorized by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Security Agency in order to ensure that the required numbers of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Security Agency does not perform his duties satisfactorily or indulges in any unlawful act or disorderly conduct, the Security Agency shall take suitable action against such security guards and should submit compliance report within 7 days positively. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Security Agency shall immediately attend to the same and replace the particular security guard(s) so deployed.
34. The Security Agency shall ensure that the persons so deployed by him in PUNGRAIN shall have to conform to the Rules, Regulations, Discipline and Conduct of PUNGRAIN from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Security Agency, the MD Pungrain shall be at liberty to impose a penalty upto Rs. 10000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the MD Pungrain shall be final and binding on the Security Agency. The PUNGRAIN shall have further right to adjustor deduct the aforesaid amount from the payment to be made to the Security Agency under this Agreement or out of the Security Deposits of the Service Provider.
35. The Security Agency shall keep the property of PUNGRAIN indemnified through a Fidelity Bond of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Security Agency for the execution of this Agreement. In case any employee of the Security Agency so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Security Agency to contest/defend the same at his own cost. In case PUNGRAIN is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Security Agency himself and he shall ensure that no financial or other legal liability of any nature comes on PUNGRAIN in this respect.

X. Termination Of The Contract

1. Pungrain will have right to terminate the contract in any of the following contingencies:-
 - a) On the expiry of the contract period, without any notice;

- b) By giving one months' notice in case:
- (i) The Security Agency consistently provides unsatisfactory services.
 - (ii) The Security Agency assigns the Services/Activities or any part thereof to any Other person for sub-letting the whole or a part of the Services/Activities.
 - (iii) The Security Agency fails to comply with the provisions of the Labour laws or any other mandatory conditions stipulated by the Govt.
 - (iv) If Security Agency commits breach of any covenant or any clause of this Agreement, PUNGRAIN may send a written notice to Security Agency to rectify such breach within the time limit as specified in such notice. In the event Security Agency fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Security Agency shall be liable to pay the losses or damages on account of such breach to PUNGRAIN
 - (v) The PUNGRAIN shall have the right to immediately terminate this Agreement, if the Security Agency becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors. Provided that during the notice period for termination of contract, the Security Agency shall continue to provide the services smoothly as before till the expiry of notice period.
2. The contract shall be terminable on one month's notice to either side or by payment in lieu of notice period. However PUNGRAIN reserves the right to forfeit the security money in case services are found to be unsatisfactory and no improvements are made in spite of written notices & thus leading to termination of the contract on account of unsatisfactory services of the service provider.
3. That the MD, Pungrain shall also have, without prejudice to other rights and remedies, the right in the event of breach of contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the security agency or forfeit the security deposit or any part thereof for the sum(s) due for any damages losses/charges, expenses or costs that may be suffered or incurred by the Pungrain due to negligence or un-workman like performance of any other services of the service provider under the contract.
4. That in the event of the termination of the contract the MD Pungrain shall have the right to forfeit/revoke the entire or part of the amount of security deposited by the security agency or to apportion the security depositor any part thereof in or towards the dissatisfaction of any sum due to be claimed for any claim losses, charges, expense or damages cost of that may be suffered or incurred by the Pungrain. The decision of the MD in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Security Agency.
5. The Pungrain shall have absolute rights and powers for forfeiture of security deposits and may also initiate the process of blacklisting the Security Agency in case of breach of any clause of this agreement and no claim whatsoever on this account shall be entertained. The following procedure shall be adopted for blacklisting:-
- a) On receipt of report from any District Manager Pungrain or other sources regarding breach or non-compliance of the terms of the agreement, MD Pungrain will serve a time bound show cause notice with the grounds of black listing by email or SMS to the concerned

Security Agency and an opportunity of hearing to the Security Agency before MD, Pungrain.

b) If the Security Agency neither replies to the show cause notice nor appears before MD Pungrain within the stipulated time, then MD Pungrain reserves the right to decide his/her case ex- party.

c) If the reply of the Security Agency is found unsatisfactory, MD Pungrain will pass a detailed speaking order of blacklisting of Security Agency upto a period of three years after examining all the facts and records of the case.

XI. Dispute Settlement

1. The Security Agency shall endeavour to resolve any disputes arising out of this tender/ contract by mutual consultations through the intervention of the Managing Director, PUNGRAIN, if required, at the first instance.
2. All disputes and difference arising out of or in any way touching or concerning this tender/ contract, whatsoever, shall be referred to the sole arbitrator i.e. the Managing Director, PUNGRAIN, or any other person authorized by him in this regard in writing. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the corporation and that he deals with the matter to which the contract relates and that in course of his duties as employee of the corporation, he had expressed views on all or any of the matter in dispute. The award of such arbitrator shall be final and binding upon the parties to the contract.
3. It is a term of this contract that in the event of such arbitrator to whom the matter was originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director, PUNGRAIN, at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left.
4. After expiry of the contractual period, the Security Agency can raise any claim with respect to the said contract within one year from the date of termination of the contract and where this provision is not complied with, the claims of the service provider shall be deemed to have been waived and absolutely barred, as such the PUNGRAIN shall be discharged of the liability.
5. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.
6. The costs of the arbitration shall be borne by the parties as per the decision of the Arbitrator. No litigation is permissible without going through the arbitration process.
7. The place of arbitration shall be at Chandigarh only.
8. The arbitration shall be finalized as per the provisions under the Arbitration and Conciliation Act, 1996 and as amended from time to time.

XII. Force Majeure

1. Any failure of omission or commission to carry out the provision of this Agreement by the Security Agency shall not give rise to any claim by one party, one against the other, if such

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

2. It shall be the duty of the Security Agency to remove all the security guards deployed by him on termination of the contract on any ground whatsoever and ensure that no security guard shall create any disruption/hindrance/problem of any nature to the PUNGRAIN and the agency should immediately handover the possession of storage point/premises to PUNGRAIN's authorized official under his proper receipt.

XIII. Clause of Confidentiality

It is understood between the parties hereto that during the course of this Service contract, the Security Agency may have access to confidential information of MD PUNGRAIN and the agency undertakes that they shall not, without PUNGRAIN prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this contract or earlier termination thereof.

XIV. No Employer-Employee Relationship

1. The parties hereto have considered and agreed to and have a clear understanding on the following aspects:
 - a) This Agreement is on the principle to principle basis and does not create and shall not deem to create any employer-employee relationship between PUNGRAIN and the Security Agency. The Security Agency shall not by any acts, deeds or otherwise, depose before any person/entity that the Security Agency is representing or acting as agent of PUNGRAIN except to extent and purpose permitted herein.
 - b) This Agreement is for providing the agreed services and is not an agreement for supply of contract labour. It must be clearly understood by the Security Agency that the security guards deployed by the Security Agency for providing services as mentioned herein, shall be the employees of the Security Agency only and not of PUNGRAIN. The Security Agency shall be liable to make payment to its said employees towards their statutory dues like Minimum Wages, Employee Provident Fund, Employees State Insurance, Labour Welfare Fund, Bonus, etc. as applicable under various Labour Laws and other Govt. laws for smooth execution of the Agreement.
2. The PUNGRAIN shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Security Agency's employees/agents directly and/ or indirectly, in any manner, whatsoever.
3. It is understood between the parties hereto that the Security Agency alone shall have the right to take disciplinary action against any person(s) and such an action of the Security Agency

against any of his employee shall not raise any dispute and/or claim ,whatsoever, against PUNGRAIN. Under no circumstances, PUNGRAIN will be deemed or treated as the employer in respect of any person(s) engaged/employed by the Security Agency for any purpose, whatsoever, nor would the PUNGRAIN be liable for any claim(s) whatsoever, of any such person(s).

XV. Amenability of The Contract

The MD Pungrain can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only when it is signed by the authorized representatives of both parties hereto.

XVI. Miscellaneous

1. In the event of failure of the Security Agency to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the PUNGRAIN shall be entitled to procure services from other sources at the risk and cost of Security Agency and the agency shall be liable to pay forthwith to PUNGRAIN the difference of payments made to such other sources besides damages at double the rates of payment.
2. In the event of exigencies arising due to the Death, Infirmary, Insolvency etc. of the Security Agency or for any other reason or circumstances, liabilities of the Security Agency shall be borne by the following on such terms and conditions, as the MD Pungrain may think proper in public interest.
 - a) Legal heirs in case of sole proprietor,
 - b) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
 - c) Otherwise the MD Pungrain shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.
 - d) The Security Agency shall not claim from PUNGRAIN any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.
3. Pungrain reserves the right to accept or reject any or all E-Tenders without assigning any reason or issuing notice and are not bound to accept the lowest E-Tender. Pungrain also reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and Pungrain will not be liable for any costs and consequences incurred by the Bidder.

(Specimen of the Affidavit for non-blacklisting of the Security Agency)

AFFIDAVIT

(To be attested by Executive Magistrate)

I,....., s/o Sh....., R/o.....do hereby solemnly affirm and declare as under:

1. That I am the sole Proprietor/ authorized partner/ signatory of M/s
2. That my agency intends to provide/ deploy security guards for Pungrain storage points against e-Tender dated....., floated by Pungrain for this purpose.
3. That neither me/ my agency nor any of the partners/ Directors/ members has ever been blacklisted or debarred by any Central/ State Govt. Department, Organization, Institution or Govt / Semi-Govt./ Co-operative Board/ Corporation/ Public Sector Undertaking
4. That the contract entered into by the bidder entity with PUNGRAIN/ any Govt. Department/ Public sector undertaking has never been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.
5. That the Bidder entity, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
6. That my agency shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN, from time to time,

Deponent

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated:.....

Deponent

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

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

OFFICE MEMORANDUM

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

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

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

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

28-1-14

(Sanjay Aggarwal)
Director (PPD)
T No. 23094961

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

28-1-14

(Sanjay Aggarwal)
Director (PPD)
23094961

No. 7/74/2018-1FP1/1539232/1
Government of Punjab
Department of Finance
(Finance Personnel-1 Branch)

Dated, Chandigarh, the : 01-08-2019

To

All Heads of Departments,
Commissioners of Divisions,
Registrar, High Court of Punjab and Haryana,
District and Sessions Judges and
Deputy Commissioners in the State.

Subject: Guidelines regarding payment of service charges to the service providers/Contractors for hiring of staff on contract through a service provider (Outsourced staff).

Sir/Madam,

I am directed to invite a reference to Punjab Government's letter No. 7/74/2018-1FP1/734-739 dated 27-08-2018 and letter no. 7/74/2018-1FP1/858-863 dated 11-10-2018 on the subject cited above and to state that at the time of hiring staff on contract of any category through service provider / contractor, maximum services charges paid to the service provider/contractor shall in no case be more than $2\frac{1}{2}\%$ (Two and half percent) of the amount of contract.

Yours faithfully,

Sangita
(Sangita)

Deputy Secretary Finance

Endst. No. No. 7/74/2018-1FP1/1539232/2-3

Dated, Chandigarh, : 01-08-2019

A copy of the above is forwarded (included one spare copy) to the following for information and necessary action:-

- 1) Accountant General (Audit), Punjab.
- 2) Accountant General (A& E), Punjab, Chandigarh)

Sangita

Deputy Secretary Finance

Endst. No. 7/74/2018-1FP1/1539232/4-6

Dated, Chandigarh, : 01-08-2019.

A copy of the above is forwarded to the following for information and necessary action:-

- 1) The Chief Secretary to Govt .of Punjab, Chandigarh.
- 2) All the Financial Commissioner and Administrative Secretary, Punjab, Chandigarh.
- 3) The Resident Commissioner, Punjab Bhawan, New Delhi.

Sanita Thakur
Superintendent.

Internal Distribution:

- i) Directorate of Financial Resources and Economic Intelligence.
- ii) Director, Treasuries and Accounts, Punjab.
- iii) All Branches of the Department of Finance.