

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES

TECHNICAL BID

PART - I

APRIL-2011

**PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY,
POST BAG NO.1, KAPURTHALA
PUNJAB**

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PART – II:

FINANCIAL BID (One Page)

**PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY**

(Established By Punjab Government)

NOTICE INVITING TENDER

- 1.0 Sealed tenders are invited from reputed agencies under ‘Two Packet System’ (Technical Bid – Unpriced & Financial Bid – Priced) on behalf of Punjab Technical University hereinafter referred as PTU for the following services:-

Sr. No.	Name of Work	Approx. cost of works	Earnest Money	Period of Service
1.	Providing Security Services at PTU Campuses at Jalandhar- Kapurthala Highway, Punjab for a period of one year.	Rs. 60 lacs	Rs. 100000/-	12 Months

2.0 **Schedule of Tender**

Last Date & Time of Receipt of Tender : **26-04-2011 upto 12:00 pm**

Date & time of opening the Bids

Technical Bid : **26-04-2011 at 12.30 PM**

Financial Bid : **26-04-2011 at 03:00 PM**

Tender Venue : **Office of the Dy.Registrar (Gen. Admn.)**

- 3.0 The tender document can be obtained from 10.00 AM to 04.00 PM on all working days from 13.04.2011 to 25.04.2011 from the office of ‘The Registrar, Punjab Technical University, Jalandhar-Kapurthala Highway, Punjab on payment of Rs. 1000/- (Rupees One Thousand only) (non-refundable) in cash or demand draft/pay order drawn in favour of ‘The Registrar, Punjab Technical University payable at Jalandhar towards the cost of one tender document. Tender document can also be downloaded from PTU’s website www.ptu.ac.in and in such a case, the bidder shall deposit the cost of tender documents alongwith submission of the tender, failing which his tender shall not be opened. The cost of tender documents in this case shall be deposited in the form of demand draft/pay order and submitted in the envelope containing Earnest Money Deposit (EMD). The bidders are advised not to make any corrections, additions, alterations in the downloaded tender documents. In case, any corrections, additions, alterations are made in the downloaded tender documents, such tender shall not be considered.

- 4.0 The Earnest Money for an amount as specified above shall be deposited in the form of demand draft/pay order drawn in favour of **‘The Registrar, Punjab Technical University payable at Jalandhar.**
- 5.0 Eligibility Criteria of the bidders shall be assessed based upon the “Qualifying Criteria” forming part of the tender document.
- 6.0 PTU may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on PTU’s website atleast three days in advance of date fixed for opening of tender. The bidders who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, alongwith the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) is liable to be rejected.
- 7.0 The tender documents shall be submitted in two separate sealed packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”. Bill of Quantities with rates duly filled in are to be submitted in “Financial Bid”.
- 8.0 The tenders having quoted rates less than 5 % above the minimum wages shall be outrightly rejected.
- 9.0 Completed tender documents in two packets viz. Packet-I and Packet-II shall be sealed separately in envelopes super-scribing as Packet-I (Technical Bid) and Packet-II (Financial Bid) along with the name of the work. These two sealed envelopes and the envelop (super-scribing “Earnest Money and cost of tender documents for the work” containing the Earnest Money and cost of tender documents) in the form as prescribed in the tender documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above (alongwith date and time of opening of tenders) and should be deposited in the tender box at the following address:

**THE REGISTRAR,
PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY
PUNJAB**

before **12.00** hours. Tenders (Technical Bids only) shall be opened at **12:30** hours on the same day in the presence of the tenderers or their authorised representatives intending to attend the opening. After evaluation of the technical bids, the financial bids of only those agencies who fulfill the eligibility criteria specified in the tender documents shall also be opened on the same day at **15.00** hours. The decision of PTU regarding evaluation/fulfillment of eligibility criteria shall be final and binding. Any tender received later than the time and date of opening of Technical bids shall be rejected and returned to the tenderer unopened.

- 10.0 In case, the date of submission/opening of tenders happens to be holiday, the tenders shall be received/opened on the next working day.
- 11.0 Tender shall be submitted as per “Instructions For Filling The Tenders” forming a part of the tender document.
- 12.0 Any tender received without Earnest Money & the cost of tender document in the form as specified in tender documents shall not be considered and shall be summarily rejected.
- 13.0 PTU reserves the right to cancel the tenders or postpone the tender and to accept/reject any or all tenders without assigning any reasons thereof.
- 14.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of PTU in this regard shall be final and binding.
- 15.0 The validity of the offer shall be 90 days after the date of opening of the tender. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/or rates after submission of tender which are not acceptable to PTU or does not start the work within stipulated period from the date of issue of letter of acceptance, then PTU shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposited by the bidder. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
- 16.0 The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from PTU’s website.
- 17.0 The PTU reserves the right to constitute the panel of three bidders i.e. L1, L2 and L3 at L1 rates / negotiated rates through counter offer.

Registrar
Punjab Technical University

QUALIFYING CRITERIA

The bidders fulfilling all the following shall be considered as qualified for opening of financial bids:

1. The bidders should be legally constituted Proprietary firm, Partnership firm, limited/Pvt. limited company or corporate body – enclose self attested copies.
2. The bidders should have valid licenses & registrations required as per law for providing security services on the date of submission of tenders – enclose self attested copies.
3. The bidders should have experience of providing security services for three years on the last date of submission of tender for providing security services to Govt/Semi Govt/University/Banks/Financial Institutes/educational Institutions etc as on the date of submission of tenders – enclose copies of the satisfactory completion certificates issued by Client.
4. Average financial turnover for the last three years ending 31st March 2011 should be at least Rs. 50 lacs. Including Rs. 36 Lacs turnover from security services – enclose Audited balance sheet, profit and loss statement or certificate issued by a Chartered Accountant.
5. There should not be any case pending with the police against the Proprietor/Firm/Partner of the company – enclose undertaking in this regard.
6. The bidders should have the following registrations:
 - i. Provident Fund Registration
 - ii. ESI Registration
 - iii. Service Tax Registration covering security services.
 - iv. Valid license issued by Regional Labour Commissioner.

Enclose self attested copies.
7. Valid PAN in the name of the bidder.

Enclose self attested copies.
8. The bidder should not be blacklisted by any Govt./Semi Govt./Autonomous body and should not be a defaulter of EPF/ESI/Service Tax/Govt. Authorities – enclose affidavit in this regard.

SCOPE OF WORK

1. Punjab Technical University has constructed its Administrative and Caparo Building at Jalandhar – Kapurthala road, Punjab having total area of 75 Acres (approx). In addition to the above, PTU has its campuses at different locations in Punjab. Security services are to be provided at all these locations, as and when required. The contractor is bound to provide security services at all the locations under this contract.
2. The approximate monthly requirements of various categories of security guards is as under:-

a)	Security guards (without Arms)	:	120	Pers (Approx.)
b)	Security guards (with arms)	:	05	Pers (Approx.)
c)	Lady security guards	:	10	Pers (Approx.)
d)	Security supervisors	:	12	Pers (Approx.)
e)	Security Incharge	:	01	Pers

The requirement of security guards at other locations will be intimate, as and when, the same will be finalized. The contractor will provide security at other locations under this contract. The above requirement is tentative and may increase or decrease as per actual requirements of a particular location.

3. The scope of services to be rendered under each item can be increased or decreased as per requirement.
4. The contract period shall be initially for one year with effect from the date of award of work. The contract can be extended for further period of one year on mutual consent.
5. It shall be sole responsibility of the contractor to ensure effective security and if there is any loss to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any other than natural calamity, the same shall be recovered from the agency.
6. Inventories: Contractor will take over all the important items as decided by PTU and will be responsible for any loss, damage, theft of these items. In case of any loss, damage or theft of these taken over items, the cost will be recovered from the dues of the contractor.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the Institute.
8. The contractor will ensure that no item of the institute is taken out from the building/their place of duties/campus without proper gate pass issued by the institute. The entry on this account is to be made in the register to be kept for the purpose. Any vehicle coming in going out from the premises is to be recorded/ made in the aforesaid register in the account.
9. All materials and equipment, Effective communication equipment, summer and winter uniform to staff, I/Cards, Name Plates, big size quality torch and battery cells thereof, heavy duty lathies of suitable size, whistle and stationery required for performance of the services/arrangements i.e. security services will be provided by the contractor. The contractor will ensure that person deputed for security duty are

well trained in use of fire fighting equipments.

10. The contractor will not sub-let the contract for these services to any other agency or individual(s).
11. The contractor will abide by all labour law (including obtaining labour license from competent authority). The PTU will not be responsible for any dispute arising out of contravention of any labour laws.
12. The contractor will be responsible for compliance of various statutory obligations like minimum wages act, work man compensation Act and other laws as enacted from time to time. The contractor shall comply with each and every provision of the contract labour (Regulation & Abolitions) Act 1970, Contract Labour (Regulation & Abolitions) Central Rules 1971, or any other Act/Rule Statute enacted by Govt. of India or Govt. of Punjab. It will be in the form of affidavit on non-judicial stamp paper of worth Rs. 15/- to be submitted at the time of executing agreement for the year 2011-12.
13. The contractor will maintain absolute security with regard to all the matters that comes to his knowledge by virtue of its contract.
14. The responsibility for performance of this contract on holidays and Sundays would be of the Contractor.
15. Since the personnel will be the employees of the contractor, the PTU will not have any concern or relation with them either directly or indirectly, all statutory obligations shall be discharged by the contractor.
16. The Contractor shall be responsible for minimum wages to the workers deployed as per the statutory provisions of the relevant Acts.
17. The contractor will quote his rates on the basis of prevailing minimum wages applicable on the date of submission of tender. However payment to the contractor shall be made on the basis of prevailing minimum wages in the month for which payment is being made. The statutory charges and contractors services charges shall also be worked out on the basis of prevailing minimum wages considered for payment.
18. It will be the responsibility of the contractor to make payment to the workers/security guards by 7th of every month irrespective of the payment received from PTU. The payment to workers/security guards shall be made in the presence of an official of PTU nominated for this purpose. Payment to the contractor shall be processed by PTU after disbursement of the payments to the workers / security guards by the contractor.
19. A penalty of Rs 1,000/- (one thousand) per day will be imposed in case of delay in disbursement of salary by the contractor for a month beyond 7th of the next month.
20. Consolidated bill with full details pertaining to the previous month along with copy of wage sheet duly acknowledged by the working staff under the contractor (individually for PTU along with list of workers, their EPF & ESI A/C nos. under seal and signature of contractor) etc. will be submitted by contractor. After due scrutiny, PTU will make requisite payment to contractor within 7 days of submission of the bill. The Contractor shall put up claim of statutory deductions made after the deposit of the challans for the same. The same shall be reimbursed within one week of the submission of the bills in order.
21. The workmen of the contractor shall have no privity of the contract with the PTU and

there shall be no master servant relationship between the PTU and Contractor's workmen of any nature whatsoever.

22. Security guard/worker employed must be physically fit and should not be more than 50 years old.
23. The contractor will ensure 08 hourly round the clock duty by the security guards but strictly not beyond 08 hours in a day by an individual. Duty Chart should be put before the Officer In-Charge by Security Incharge daily.
24. The contractor will ensure preferably the recruitment of stout ex-servicemen and suitable replacement of inefficient and dull security guards on quarterly basis. If performance is not satisfactory, the penalty @ 1 % per week from the monthly bill of the contractor may be imposed and in case of continuous default contract can be terminated after giving 30 days notice to contractor.
25. The contractor will ensure that security incharge/ supervisors shall be retired army persons (of minimum JCO rank) only. It will be preferred that security guards to be deployed are also retired army persons.
26. Schedule indicating no. of guards/supervisors to be deployed with their place of deployment shall be got approved by the contractor from officer incharge before placement. Any change in the schedule will also be got approved from PTU. The contractor will submit a daily report indicating the no. of guards/supervisors deployed with their place of deployment.

Contractor

Registrar
PTU

INSTRUCTIONS FOR FILLING THE TENDER

1. The following documents will complete a set of tender documents :

Part I (Technical bid):

- Notice Inviting Tender
- Qualification criteria
- Instructions for filling the tender
- Conditions to the contract

Part II (Financial bid):

- Price Bid

The tender documents shall form part of the agreement.

2. A bidder in the capacity of Individual or Sole Proprietor, Partnership firm, or Company can participate in the tender and the bidder must forward attested copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association, etc. along with photocopy copy of the Power of Attorney duly attested by Notary Public. However, original power of attorney shall be presented for scrutiny as and when required by the employer. Tender submission by joint venture /consortium is not permitted.
3. The work is proposed to be executed under the following relationship.
 - a) **Client/Employer** Punjab Technical University,
Jalandhar-Kapurthala Road,
Punjab.
 - b) **Officer/Officer
In Charge** Officer authorized by Client/ Employer to
act on his behalf for the purpose of
operating this contract.
 - b) **Contractor** The successful tenderer to whom the work
is awarded shall become the contractor for
the execution of this work.
4. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “tenderer”), “bid/tendered”, “bidding”/ “tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.
5. Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In addition the EMD of such tenderer shall be forfeited. The decision of Employer in this respect shall be final and binding.

6. A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, or Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.
7. The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
8. The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.
9. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
10. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
11. At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.
12. The bid prepared by the bidder and all documents related to the bid shall be written in English.
13. All the pages of the tender documents and Bill of Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney.
14. While filling up the rates in the Bill of Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
15. The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

16. The tenderer should clearly read and understand all the terms and conditions, specifications etc. mentioned in the original tender documents. If the tenderer has any observations or he intends to stipulate some deviations to the tender conditions the same may be indicated in his forwarding letter along with the tender. It may be noted that the cost of deviation(s) shall be added to the quoted cost for the purpose of evaluation of the bid.
17. Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable to be rejected.
18. The Earnest Money of the unsuccessful tenderers shall be discharged and returned within seven days from the date of issue of Letter of Acceptance. The Earnest Money Deposit of the successful tenderer shall be retained towards retention money if any and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
19. The tender shall remain valid for the period of 90 days, as indicated in “Notice Inviting Tender” after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected. Notwithstanding the above clause, Employer may solicit the tenderer’s consent to an extension of the validity period of the tender. The request and the response shall be made in writing.
20. The tender duly filled must be received by Employer at the addresses specified not later than the date and time mentioned in the “Notice Inviting Tender”. A tender received later than the deadline prescribed for submission of tender by Employer is liable to be rejected. Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding. Any tender received after opening of the tender shall be rejected and returned unopened to the tenderer.
21. The tenders shall be submitted on or before the due date and time with all the relevant documents as mentioned in Notice Inviting Tender and the following:
 - a) Forwarding letter (if any) of the tenderer alongwith tender Document.
 - b) Documents as per checklist (given in the Annexure).
 - c) Earnest Money Deposit & cost of tender document.
 - d) The Bill of Quantities with prices quoted.
22. Tenders will be opened at the addresses mentioned in “Notice Inviting Tender” in presence of tenderers or authorised representatives of tenderers who wish to attend the opening of tenders. Tenderers or their authorised representatives who are present shall

sign register in evidence of their attendance. Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

23. To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.
24. The Employer shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.
25. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.
26. Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;
 - i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

If a bid is not substantially responsive, it shall be rejected by the Employer.

27. In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
28. Tenders, bids, which are determined as substantially responsive, shall be evaluated. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

29. The Employer/Officer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him. The tenderer should clearly read and understand all the terms and conditions, specifications etc. mentioned in the original tender documents. If the tenderer has any observations or he intends to stipulate some deviations to the tender conditions the same may be indicated in his forwarding letter along with the tender. It may be noted that the cost of deviation(s) shall be added to the quoted cost for the purpose of evaluation of the bid.
30. No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.
31. Employer/Officer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
32. If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Officer shall deem such tender as invalid.
33. Employer/Officer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

CHECK LIST FOR

LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

- 1.0 Documents as indicated in the qualifying criteria.
- 2.0 Earnest Money Deposit of requisite amount as per NIT.
- 3.0 Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
- 4.0 Demand Draft / Pay Order towards the cost of tender documents in case tender documents are downloaded from PTU website.
- 5.0 Complete Tender Document (Packet-I) duly stamped and signed by the bidders on each page.
- 6.0 Financial Bid (Packet-II) with rates duly filled in, stamped and signed on each page by the bidders.
- 7.0 Corrigendum (s), if any, duly stamped and signed by the bidders on each page.

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) **"Client or Principal Employer or Employer or Owner"** means the Punjab Technical University, Jalandhar-Kapurthala Road, Punjab.
- b) **"The Vice Chancellor (VC)"** means the Vice Chancellor of Punjab Technical University.
- c) **"The Registrar"** means the Registrar of Punjab Technical University.
- d) **"Officer or Officer in Charge"** means the person/Agency appointed by Punjab Technical University for operation of this contract.
- e) **"Officer's Representative"** means any official nominated from time to time by the Officer to act on his behalf.
- f) **"Contractor"** means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Officer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- g) **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Officer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- h) **"Tenderer or Bidder"** means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.
- i) **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- j) **"Contract"** shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the Conditions of Contract, Instructions to the Tenderers and other Tender Documents.
- k) **"Tender or Bid"** means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.
- l) **"Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Officer.

- m) **"Drawings"** means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Officer.
- n) **"Bill of Quantities (BOQ)"** means list of items of work, their quantities and rates.
- o) **"Original Contract Value"** means the sum stated in the letter of Acceptance/Contract Agreement.
- p) **"Contract Value"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- q) **"Site"** means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Officer for the purpose of the Contract.
- r) **"Test"** means such tests as prescribed in the Contract or by the Officer or Officer's Representatives, whether performed by the Contractor or by the Officer or his Representative, or any agency approved by the Officer.
- s) **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- t) **"Letter of Acceptance"** means the letter from the Employer or the Officer to the Contractor, conveying acceptance of the Tender.
- u) **"Month"** means the Gregorian calendar month.
- y) **"Day"** means the calendar day.
- z) **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
- z-i) **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- z-ii) **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.

2.0 HEADING AND MARGINAL NOTES

2.1 The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

2.2 Notices, consents, Approvals, Certificates and Determination.

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

3.0 SINGULAR, PLURAL AND GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

4.0 COMMUNICATION AND LANGUAGE OF CONTRACT

4.1 Communication to be in writing

All notices, communications, references and complaints by either party to the Contract shall be in writing in English, Punjabi or Hindi. Communication from only authorised representative of the Contractor shall be entertained.

4.2 Language of Contract

The Contract document shall be drawn up in English.

5.0 LAWS GOVERNING THE CONTRACT

The Contract shall be governed by the laws in force in India.

6.0 CONTRACTOR'S UNDERSTANDING

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

7.0 SECURITY DEPOSIT

Security Deposit shall be recovered from all the bills of the Contractor @ 5% of gross value of each bill after adjusting EMD amount. No interest shall be payable to the Contractor on the amount retained in cash towards security deposit.

The Security Deposit shall be released to the Contractor after satisfactory completion of works in all respects and after adjusting the recoveries, if any.

8.0 CONTRACT AGREEMENT

The Contractor shall enter into and execute the Contract agreement in the form of agreement within 15 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer/Officer and a certified copy shall be made available to the Contractor.

9.0 SUBCONTRACTING

The Contractor shall not subcontract the the works.

10.0 PROVISIONS OF EFFICIENT AND COMPETENT STAFF

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The Officer

shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in execution of works, who, in the opinion of the Officer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Officer to be undesirable and such person shall not be employed again in the works without the written permission of the Officer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

12.0 The Contractor shall maintain absolute security with regard to all the matters that comes to his knowledge by virtue of this contract or otherwise.

13.0 COMMENCEMENT OF WORK

The Contractor shall commence the works within a period of seven days from the date of issue of Letter of Acceptance.

14.0 INDEMNITY BY THE CONTRACTOR

i. Indemnity against all actions of Contractor

The Contractor shall hold and save harmless and indemnify the Client/Employer/Officer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Officer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/Employer/ Officer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

ii. Indemnity against all Claims of Patent rights and Royalties

The Contractor shall hold and save harmless and indemnify the Client/Employer/Officer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of

copyright, any patent rights, design, trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfillment of the contract and indemnify Client/Employer/Officer against any claims in this regard.

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the guards employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

The responsibility for implementing the instructions/guidelines for working on National Holidays and Sundays shall be of the Contractor.

PTU shall not have any concern or relation either directly or indirectly with the personnel employed by the contractor for execution of this contract and all the statutory obligations shall be discharged by the contractor.

This agreement will be a commercial agreement and not one for creation of employment.

15.0 OCCUPATION AND USE OF LAND

No land belonging to or in the possession of the Client/Employer/Officer shall be occupied by the Contractor without written permission of the Officer. No unauthorized buildings/huts/construction/structures will be put up by the contractor in PTU campus.

16.0 LABOUR LAWS:

In dealing with employees, the Contractor shall comply fully with all laws and statutory regulations such as

- i) Workmen's Compensation Act, 1923
- ii) Payment of Gratuity Act, 1972
- iii) Employees Provident Funds and Miscellaneous Provisions Act, 1952
- iv) Maternity Benefits Act, 1951
- v) Contract Labour (Regulations and Abolition) Act, 1970
- vi) Minimum Wages Act 1948
- vii) Payment of Wages Act 1936
- viii) Equal Remuneration Act 1979
- ix) Payment of Bonus Act 1965
- x) Industrial Dispute Act 1947

- xi) Industrial Employment (Standing Orders) Act 1946
- xii) Trade Union Act 1926
- xiii) Child Labour (Prohibition and Regulation) Act 1986
- xiv) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979
- xv) The Factories Act 1948.

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he observe strictly interalia the following :

- a. Wages paid are not less than those prescribed.
- b. Wages and other dues are paid regularly and in time.
- c. Liens/licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.

Claims on account of violation of labour laws

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Officer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the Officer by the Contractor and on failure of the Contractor to repay the Officer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Officer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer. The Officer shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the Officer and the Contractor deposits the full cost that the Officer may have to incur in contesting the case.

The Contractor shall be responsible for safety of all employees employed by him on works, shall report accidents, occurring on works to the Officer or the Officer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Officer advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

17.0 SUSPENSION OF WORKS ORDERED BY THE OFFICER

The Contractor shall, on the order of the Officer, suspend the works or any part thereof, for such time, and in such manner, as the Officer may consider necessary.

18.0 TERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT

Conditions leading to termination of contract

i) If the Contractor

1. becomes bankrupt or insolvent, or,
2. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
3. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
4. has execution levied on his goods or property or the works, or
5. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
6. abandons the contract, or
7. persistently disregards instructions of the Officer or contravenes any provisions of the contract, or
8. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
9. fails to take steps to employ competent and/ or additional staff, or
10. fails to afford the Officer or his representative proper facilities for inspecting the works or any part thereof, or
11. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Officer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
12. Suppresses or gives wrong information while submitting the tender.

In any such case the Officer on behalf of the Employer may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on

the work or comply with such instructions as aforesaid to the entire satisfaction of the Officer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

ii) In such a case of termination, the Employer/Officer may adopt the following courses

1. Take possession of the site and any materials, constructional plants, equipment, stores, etc.
2. Measure up whole or part of the work from which the Contractor has been removed, and get it completed by another Contractor. The manner and method in which such work is to be completed, shall be entirely at the discretion of the Officer whose decision shall be final and binding.
3. Carry out the whole or part of the work from which the Contractor has been removed.

In cases of termination of contract, the Employer/Officer shall be entitled to forfeit the whole of the Security deposit.

19.0 FORE-CLOSURE OF CONTRACT:

The Employer/Officer shall be entitled to fore-close the contract, at any time, should, in the Employer/Officer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Officer of such closure and reasons therefore, shall be conclusive evidence thereof.

The Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of fore-closure of contract under this clause.

20.0 MODIFICATION TO CONTRACT

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer/Officer and the Contractor or his authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer/Officer unless and until the same are incorporated in a formal instrument and signed by the Employer/Officer and the Contractor.

21.0 MODIFICATIONS TO WORK

The Officer shall be competent to order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their character, position, site, quantities, dimensions or in the method of execution or use of materials for the execution thereof and to any additional works to be done or any work not to be done.

The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the Bill of Quantities, specifications and drawings, and the amount to be paid therefore shall be calculated in accordance with accepted rates and other extra items of works at the rates, determined as per contract.

22.0 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract.

All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as excise duty, sales tax, value added tax (VAT), Works contract tax, Service tax, royalties, duties, Cess, octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. No additional amount shall be paid or claim be entertained on this account by Employer/Officer.

The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Officer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Officer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.

23.0 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

The rates as per the accepted Bill of quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

24.0 VARIATION IN QUANTITIES

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities.

25.0 PAYMENTS

The Contractor shall be paid for the works/services at the rates in the accepted Bill of Quantities of the contract. Payment shall be made only on submission of bills and necessary documents by the Contractor for scrutiny of the Officer. Running payments shall be made to the contractor on monthly basis. PTU will make payment to the contractor on submission of bill alongwith all requisite documents by the contractor.

In case the services as per schedule of quantity are not provided daily to the satisfaction of the Officer-In-Charge for part area, the proportionate payment for such area shall not be measured and paid.

Statutory deductions shall be made from the payments made by the Employer/Officer to the Contractor as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Officer.

26.0 SETTLEMENT OF DISPUTES

Any difference, disputes, Controversy or claim which may arise between the parties hereto of or in relation to or in connection with this agreement or as to their rights, duties or liabilities hereunder other than a dispute for which provision is specifically made in this agreement, shall be settled by the parties by mutual negotiations and agreement. If for any reason such dispute cannot be resolved amicably by the parties hereto within sixty days of dispute being notified by one party or other, the same can be settled by way of Arbitration proceedings by a Sole Arbitrator appointed by Vice Chancellor. The arbitration proceedings shall be in accordance with the Arbitration and Reconciliation Act 1996 or any subsequent enactment or amendment thereto. The language of the arbitration and the award shall be English.

During the pendency of arbitration proceedings, the contractor shall not stop working. The contractor shall endeavor to finish the work within stipulated time.

TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES

FINANCIAL BID

PART - II

APRIL-2011

**PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY,
POST BAG NO.1, KAPURTHALA
PUNJAB**

FINANCIAL BID

S.No	Description	Unit	Minimum Wages as prescribed by the Punjab Govt.	Add for statutory charges					Service Charges	Grand Total
				EPF	ESI	Service Tax	Any others (Pl specify)	Total		
			A					B	C	A+B+C
1.	Security Guards (Without Arm)	Per person								
2.	Security Guards (With Arm)	-do-								
3.	Security Supervisor	-do-								
4.	Security Incharge	-do-								

Signatures of the Tenderer
(With Seal)

GUIDELINES FOR QUOTING RATES IN FINANCIAL BID

1. The contractor shall quote these rates in % age above the minimum wages prescribed by local Administration/ Punjab Govt. for various categories of security guards/ workers etc.
2. The tenders having quoted rates less than 5% above the minimum wages shall be outrightly rejected.