**-FINAL TENDER TERMS AND CONDITIONS**

**THE PUNJAB STATE CO-OPERATIVE SUPPLY & MARKETING FEDERATION LIMITED, CHANDIGARH**

**Terms and Conditions for providing services for watch & ward of MARKFED stocks stored at different storage complexes and for providing other manpower services at MARKFED Head Office, Distt. Offices & Plants / Units /Branch offices.**

**General information:-**

**Price of the tender document**:-The tenderer shall have to deposit an amount of Rs.5000/- plus GST through e-payment gateway and shall submit proof of the same along with Technical Bid.

**Sale of Bids**:- Sale of bids shall be closed on -------------at ---------. The tender can be uploaded upto---------- on ------------.

**Opening of Bids**:- Technical Bids shall be opened on--------at ---------- and the Financial bids of the tenderers who qualify in the Technical Bids shall be opened on ----------- at ----------. The bids shall be opened at MARKFED Head Office, Chandigarh in the presence of the tenderer who may wish to be present. This is a QCBC tender, details are in the next paras.

**Terms & condition of the Tender:-**

1. The Service Provider must have a valid license of concerned area issued by the Controlling Authority of the concerned area/ state, under the Private Security Agency Regulation Act, 2005 and must furnish the copy of license as a proof thereof.
2. The bidders shall be required to provide manpower service like security guards, other manpower services as agreed under the agreement in the state of Punjab, Chandigarh, Delhi and Haryana/wherever Markfed has its establishment.
3. The Service Provider should have minimum annual average turnover of Rs. 100 Crores to be eligible for tender for the last three financial years i.e. for 2021-22,2022-23 & 2023-24 from outsourcing of manpower work. The Service Provider should have a minimum five year experience in providing outsourcing of manpower and should have existing registered office in Punjab/Chandigarh.
4. The tenderer shall deposit earnest money amount of Rs.5.00 Lac in the account of “The Punjab State Co-operative Supply & Marketing Federation Limited, Chandigarh" through e-payment gateway / online mode and shall submit proof of the same & other tender documents alongwith the Technical Bid. Further, tenderer is required to submit proof regarding solvency certificate issued by any bank in acceptable form amounting to Rs.1 Cr along with Technical Bid. Tenders not accompanied by the required amount of earnest money & requisite documents shall be out rightly rejected. Earnest money of successful tenderers shall be released on execution of agreement without any interest & furnishing of irrevocable bank guarantee as per clause 25 of tender terms towards security. EMD of unsuccessful tenderers shall be returned after evaluation of financial bids without paying any interest.
5. The Service Provider should be registered with the E.P.F, ESI, Income Tax, GST and/ or any other Act/ Statutes/ notification of State/ PSARA/ Central Government/ any code that comes into force from time to time and will comply with all its provisions. The attested copies of these registration be scanned and uploaded.
6. Tender shall be submitted separately in two bids i.e. Technical Bid and Financial Bid. Technical Bid shall be opened first to evaluate the eligibility as per terms & conditions. Financial Bids of only those tenderer (S) shall be opened whose Technical Bids are found in order. Earnest money and other requisite supporting documents shall be submitted alongwith the Technical Bids. Financial Bid shall contain only one document of Financial Bid as per the prescribed format.
7. The Service Provider will be duty bound to appoint supervisor District-wise as per norms prescribed in Rule of the Punjab Private Security Agencies Rules, 2007.
8. Service Provider 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 Markfed in Punjab. The tenderer shall maintain his attendance register in every premises. The persons working in Markfed complexes shall record their attendance in that register. In case of non-adherence the necessary punitive action shall be taken.
9. Rates of service / administrative charges shall be quoted by the Service Provider as in % of wages (without EPF, ESI, GST & other statutory payments) payable to the Service Provider. To avoid quotations of the parties in negligible decimals figures, a minimum rate fixed is 1.00%. These Wages for the purpose of calculation of service charges payable to the Service Provider, shall also include the wages of Supervisors appointed as per clause 7 above & wages of workers engaged on weekly holidays, National holidays casual leave & earned leave.
10. If required, the staff for following services will also be provided by the outsourcing agencies on the terms and conditions:-

Drivers & other staff of C & D group and staff for cleaning /office work/sweeping, lift & pump service,Fire fighting, gardening & reception services etc in various MARKFED Buildings during and after office hours. MARKFED shall procure and provide equipment / material as per details given hereunder:

1. Electrically operated floor scrubber for minimum once a week washing/ scrubbing of floors especially high traffic areas;
2. Vacuum cleaners for cleaning of carpeted area, curtain and ventilation blinds, sofas and furniture;
3. Electrically operated hand dryers, one for each toilet block;
4. Other cleaning materials such as dusters, brooms, buckets, disinfectants, toiletry items shall be arranged by MARKFED.
5. .The Service Provider should not have been blacklisted / debarred from doing business by any Govt. agency / department at the time of bidding. The Service Provider should not be defaulter of Markfed, EPF, ESI, Income Tax/ GST, Department or any other statutory authority concerned. A mandatory undertaking be given by bidder w.r.t to his blacklisting or being barred by some agency or institution.
6. Service provider must issue pay-in-slip (Monthly) to all the manpower engaged by him depicting all the necessary details of Basic Wages, EPF deductions, & ESI Deductions etc.
7. (i) Person(s) signing the e-tender shall state capacity / position he or they are signing the e-tender e.g. as a Sole Proprietor of a firm or as Secretary/ Manager/Director etc. of a body corporate. In case of Partnership firm, the names of all partners should be disclosed and e-tender shall be signed by all partners or through their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract, including the Arbitration Clause. The original or an attested copy of the partnership deed shall be furnished along with the e-tender. In case of a limited company, (i) name of Directors shall be mentioned, and (ii) it shall be certified that the person signing the tender is empowered to do so on behalf of the company. A copy of Memorandum and Articles of Association of the company shall be attached to the e-tender. In case of Hindu Undivided Family (HUF), names of family members (co-parceners) should be disclosed and Karta (Manager) who can bind the family, should sign the form and indicate his status below his signatures. Tenderer/s should sign on all pages as token of having read and accepted the contents.  
   (ii) The person (s) **signing the tender form** or any documents forming part of the e-tender on behalf of another or on behalf of Firm will have to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to sign for such other a person or the firm as the case may be, in all matters pertaining to the contract including the Arbitration Clause. If the person so signing the tender fails to produce the said **Power of Attorney**, his tender will be liable to be summarily rejected without prejudice to any other rights of the corporation under the law. The Power of Attorney should be signed by all the partners in the case of Partnership Concern, by the Proprietor in case of proprietary concern and by the person who by his signature can bind the company in the case of a Limited Company or a Co-operative Society. In the case of a Hindu Undivided Family (HUF) the power of Attorney should be signed by the Karta who by his signature can bind the firm.
8. The tenderer shall not, during the currency of the contract, make any change in the costitution of firm without prior approval of Markfed. The tenderer shall notify to the Markfed about the death/ resignation of any of the partners/ directors immediately on the occurrence of such event. On receipt of such notice, the Markfed shall have the right to terminate the contract, if required.
9. The tenderer shall not sub-let, transfer or assign the contract or any part thereof. In the event of the service provider contravening this condition, the Markfed shall be entitled to terminate the contract and assign the work to another agency at their risk and cost.
10. The requirement of Markfed for security/other staff is purely of seasonal nature & all persons deployed by the service provider shall be engaged by him/ them as his/ their own servants/employees in all respect and the responsibility under the Factory Act or the Workmen’s Compensation Act or Employees Provident Fund Act, ESI Act or any other similar enactment in respect of all such persons engaged shall be that of the service provider.
11. a.) The Service Provider shall indemnify the Markfed against all claims, whatsoever in respect of the said, persons under the Workmen's Compensation Act 1923 or any statutory modification thereof or otherwise or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the service provider or not. The Markfed will be free to adjust/ set off any amount due to the service provider against the amount so paid or payable under workmen's compensation Act etc. by the Markfed.
12. The Service Provider shall be liable for non compliance of provisions of any Acts, laws, codes and rules/ regulations over / the engagement of the work force in vogue. He/ they should indemnify Markfed against all actions/ proceedings,losses, damages etc. that may arise under:-
13. Transparency in Public Procurement Act (b)Workers Compensation Act ; (c) Minimum Wages Act : (d) Industrial Dispute Act; (e) Fatal Accident Act; (f) Employees State insurance Act; (g) Shops and Establishment Act; (h) Provident Fund Act; (i) Contract Labour (Regulation & Abolition) Act; (j) Family Pension & Deposit Linked insurance Scheme;
14. Any other Statutes/ acts/ enactment/ notifications/ circulars/codes not mentioned herein. Markfed will be free to adjust/ set off any amount due to the service provider against the amount so paid or payable in respect of any of the above said Acts, laws and rules/ regulations.
15. The service Provider should obtain requisite license's at his own cost from appropriate licensing authorities, before undertaking the contract. All licenses/ provisions should be kept valid during the term of the contract.
16. The service provider, whose tender is accepted, shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund Act, 1952 and the scheme framed there under in respect of the security guards / other personnel deployed by him. He shall recover the amount payable by such employees and pay to the Provident Fund Authorities specified under the said Act, the amount of member‘s contribution together with equal amount towards Employer's contribution including administrative charges to be subsequently reimbursed by Markfed. If on account of default of the service provider in making such payment or for any other reason, the Markfed is held liable on behalf of the service provider, the service provider shall be bound to reimburse the Markfed the amount of such payment made by it. Markfed shall be entitled to set off against the amount due to the service provider the payment made by it on account of his default in making payment or otherwise in respect of the security guards/other staff deployed by the service provider. The service provider shall also maintain such records and also submit such returns as prescribed under the Act to the authority designated in the Employees Provident Fund Act, 1952 and the scheme framed there under and to the ‘Managing Director, Markfed. The service provider shall also make available such record and returns as may be prescribed and / or demanded for inspection to the officers of the Regional Provident Fund Commissioner and to the MD, Markfed or an officer authorized by him or acting on his behalf.
17. The service provider whose tender is accepted, shall also obtain license from the Labour Department, Punjab Government/Chandigarh, Haryana and Delhi. i.e in area of operation as required under the Contract Labour (R&A) Act, 1970. The service provider shall comply with all the relevant provisions of the Act at his own expenses.
18. The service provider whose tender is accepted, shall be paid by Markfed only the minimum wages in respect of various categories of workers deployed by him. Further, the tenderer shall pay not less than minimum wages to the Manpower and other persons engaged by him as notified by appropriate authority from time to time, failing which penal action shall be taken against him in accordance with the Law.
19. The Contract shall be for a **period of three years**. The MD, Markfed, however, reserves the right to extend the period of contract for a further period upto six months on the same rates, terms and conditions. MD also reservew the right to terminate the contract at any time during its currency without assigning any reason thereof by giving **thirty days notice in writing to the service provider at his last** known place of residence/ business and the service provider shall not be entitled to any compensation by reason of such termination. The action of MD, Markfed shall be final, conclusive, and binding on the service provider.
20. In the event of the Tenderer having been adjudged insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of the contract or any of the terms and conditions governing the contract during its currency, the MD, Markfed shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of the contract at the risk and cost of the service provider and to claim from the service provider any resultant loss sustained or cost incurred.

"In the event of exigencies arising due to Death, Infirmity. Insolvency etc. of the service provider or for any other reason or circumstances, Liabilities of the service agency shall be borne by the following on such terms and conditions, as the MD Markfed may think proper in public interest."

1. Legal heirs in case of sole proprietor,
2. The next partners, in the case of Partnership firms, Directors & other persons responsible or managing day to day affairs of company.
3. Otherwise M.D., Markfed shall reserve the right to settle the matter according to the circumstances of the case, as he may think possible.
4. The, MD, Markfed shall also without prejudice to other rights and remedies, the right, **in the event of breach by the** **service provider** **of any of the terms & conditions of the contract to terminate the contract forthwith** and get the work done for the un-expired period of the contract at the risk and cost of the service provider and or forfeit the security deposit/Bank Guarantee or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may he suffered or incurred by the Markfed due to the service providers negligence or unworkman like performance of any of the services under the contract.In case of non response to the complaints, the MD shall have the right to blacklist as per method enshrined in Transparency act and impose other punitive measures by giving a 15 days notice. In case of any kind of dispute, the area of jurisdiction would be in Chandigarh.
5. The service provider, whose tender is accepted, shall be responsible to supply adequate and sufficient security personnel, Guards & other staff purely as per requirement of Markfed under the contract in accordance with the instructions issued by the MD, Markfed or an officer acting on his/her behalf. If the service provider fails to supply the requisite number of security persons & other staff, the MD, Markfed shall at his/her entire discretion, without terminating the contract be at liberty to engage security persons at the risk and cost of the service provider, who shall be liable to make good to the Markfed all additional charges, expenses, cost of losses that the Markfed may incur or suffer thereby. In case of repeated default the Managing Director of MARKFED shall have the **right to terminate the contract, forfeit the security deposit and blacklist the service provider** .The service provider shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the MD, Markfed shall be final and binding on the service provider. As per Transparency Act the blacklist/debarment action shall be initiated.
6. The service provider, whose tender is accepted, shall furnish within 15 days of the acceptance of his tender, security deposit in the shape of irrevocable Bank guarantee of Rs.1.00 Crore (Rs. One Crore) valid for 48 months and opening of **Escrow account** from the date of agreement failing which the contract shall be liable to be cancelled and EMD amount deposited shall be forfeited. The bank guarantee will only be released to the service provider on satisfactory performance of the services and on submission of No Demand Certificate from District managers/ Plant Managers/ Head Office of Markfed and EPF, ESI, Income tax, GST clearance etc., subject to such deductions from the security as may be necessary for making of the Markfed claims against the contract. “ **Markfed shall have absolute rights and powers for forfeiture of security deposits/ invoking Bank Guarantee in case of breach of any clause of the agreement, without giving any prior notice and no claim whatsoever on this account shall be entertained**.“
7. The service provider, whose tender is accepted, shall be liable for all costs, damages, expenses suffered or incurred by Markfed alongwith interest thereon due to the service provider's negligence and unworkman like performance of any services under his contract or by breach of any terms.
8. The service provider, whose tender is accepted, shall carry out all items of services assigned or entrusted to him/them by the MD, Markfed or an officer acting on his behalf and shall abide by all instructions issued to service provider from time to time by the said officer. The service provider shall render the services to the satisfaction of MD Markfed or an officer acting on his behalf together with such ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and are not included in the terms and conditions of the contract. The service provider shall always be bound to act with reasonable diligence and in business like mannerand to use such skill as he possesses in the conduct of its activities.
9. The service provider whose tender is accepted, shall strictly abide by all rules & regulations of all the statutory enactments and/ or any Act/ Statutes/ notification of state/ central Government that comes into force from  
   time to time.
10. Markfed will not guarantee any definite volume of work and / or particular pattern of service at any time or throughout the period of contract as the requirement is purely of seasonal nature. The mere mention of any item or work in his contract does not by itself confer right on the service provider to demand that the work relating to any item thereof should necessarily or exclusively be entrusted to him. Markfed will also have the right to appoint one or more service provider at any time viz. at the time of award of contract and / or during the tenure of contract for any or all the services mentioned hereunder and to divide the work between such service providers in any manner that the Markfed may decide and no claim shall be made against the Markfed by reasons of such division of work.
11. The service provider whose tender is accepted, shall provide such number of security guards/ other personnel whenever asked to do so at short notice during day or night by MD, Markfed or an officer acting on his behalf.
12. During the period of contract the security guards/ Personnel to be provided by the Service Provider will protect MARKFED assets such as property, foodgrains, materials, equipments and premises etc. and Service Provider will make good for any loss caused to MARKFED due to the negligence of the security guards/other person deployed by Service Provider.
13. Service provider shall ensure that the salaries of employees hired through service agency are credited through escrow account of service provider on or before the last working day of each month. For this purpose, attendance of employees hired through service agency may be recorded for a period beginning from 21st of previous month to 20th of the current month. The net amount payable to employees hired through service agency shall only be routed through ESCROW Accounts to be opened by Service Providers. Escrow account at Distt level/Plant level/Unit level/H.O level shall be opened by Service Provider within fifteen days of grant of tender bid time otherwise tender may be granted to L-2 at L-1 rates at the discretion of Markfed. The service agency will generate Plant/District/ Unit wise/H.O wise separate challan of E.P.F. & E.S.I etc, giving its employee wise detail of Plant/Distt. & Unit and the same deposited by the concerned District / Plant/ Unit/Head Office after due verification through ESCROW account of the tenderer. No payment by Markfed will be made directly to the tenderers Bank account w.r.t EPF, ESI wages etc by GM/DM/Account Incharge.

Further Service Provider will deposit GST/ESI/EPF or any amount related to statutory obligations etc generate challan separately for each Plant /District / Head Office and the same will be reimbursed to the service agency/Service Provider by Markfed after it is shown in the GSTR-2A statement and on furnishing of proof of such payments/ GST return etc.

The details of wages and statutory payments shall be provided by service provider to Markfed accounts person who shall check the deposit of previous month EPF/ESI or any other return before recommending the release of payments to the concerned. The Disbursing officer of that unit(District/Plants) will randomly check the deposit of amount by approaching the concerned workers and confirm that the amount depicted in the challan given by service provider tallies with employee passbook entries or not. This shall ensure the actual transfer of amount to the workers by Principal Employer. Similarly the details of wages of employees such UAN No, Father name & others must be separately prepared unit-wise. (i.e. H.O, District Office, Plants) and no consolidated statement related to that unit supplier be submitted/conveyed to Markfed.

1. The Service Provider shall obtain insurance cover for all the employees and other categories at its own cost under the Workmen Compensation Act-1923, so as to provide the benefit to the employees in the event of their death or disablement while in service with Service Provider. Markfed will not be liable for any claim in case of any casualty.
2. EPF and ESI of the security guards/other persons deployed to work with MARKFED shall be deposited by the service provider with the concerned Authorities on monthly basis and the Challan duly verified by the concerned Authorities be submitted at the time of reimbursement of wage bill of the subsequent month. The details of EPF, ESI deposited shall be district wise, factory wise, and Head office wise separately. Markfed will deduce 2000 from bills of service providers if he fails to comply with EPF/ESI deposit of employees for two times and however upon failure with comply with EPF/ESI for 3rd time, he will be debarred Account number duly linked with Aadhaar and account deposit detail in respect of all security/others personnel deployed in MARKFED shall also be submitted every month and the Service Provider shall be solely responsible for the civil / criminal liabilities for non compliance of statutory obligations.The Service Provider shall submit the proof of deposit of EPF in the account of each security guard/other person deputed every month, failing which District Manager/GM/controlling officer of Markfed shall be authorized to withhold the service charges and MARKFED may proceed to cancel the service contract of the Service Provider.
3. Service Provider shall report promptly to the Branch Manager/lncharge of the concerned storage point/ District Manager/ General Manager/ SE (Head Office), in case of any theft, burglary / decoity or pilferage that takes place or any attempt made to the effect. The lodging of the FIR with the Police will be responsibility of the MARKFED. In case of failure to supply such an information the Service Provider shall be liable for all losses of MARKFED property , stocks, stock articles and other material alongwith interest thereon account of theft, burglary / decoity or pilferage, expenses suffered or incurred by the MARKFED due to the negligence of any workmen.Service provider shall also liable for poor performance of any employee under this contract or breach of any terms thereof or damages / losses occurred to the MARKFED or in particular to any property or plant belonging to the MARKFED due to negligent act of the Service Provider themselves or their employees. Further, the Service Provider/security guard has to ensure prompt dissemination of information regarding any mishap/damage due to natural calamities such as rain, storm/hailstones etc so that remedial measures are taken accordingly. Any loss due to vagaries of weather i.e. rain, storm/hailstones by not providing the information on time shall be the responsibility of Service Provider and shall be recovered from service provider. The losses so incurred will be recovered from the tenderers running bills/ security amount Bank Guarantee (i.e. by invoking Bank Guarantee etc). After such recovery tenderer will be liable to recoup the security amount/ Bank Guarantee to its original amount.
4. That the Service Provider shall be responsible for informing immediately the local Fire Brigade and MARKFED Officers in case FIRE breaks out in the premises.
5. The Service Provider will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the register. No stocks will either be moved out or entered into the premises of the storage point without proper gate pass/ cart slip. Another register shall be maintained for entering the name of person, date, time and reason for opening and closing of the godown within the premises. This register shall be signed jointly by the Service Provider and the MARKFED officials of the storage points authorized for the purpose. The concerned MARKFED District Manager/ SE at Head Office/ General Manager/ Manager/ Senior Branch Officer/ Branch lncharge will provide the list of such authorized officials.

Further, all incoming and outgoing vehicles shall be checked and recorded in the prescribed main gate register by the security personnel deployed at the main gate. Physical contents of the vehicle shall be checked with respect to the vehicle Number and gate pass No. and shall be duly recorded in the main gate register.

1. The service provider to whom the work is allotted will execute a regular agreement with Markfed.
2. "In case of any dispute arising out of this contract the same shall be referred to and determined by arbitration as per the Arbitration and Conciliation Act, 1996 as amended from time to time.

Unless otherwise provided, all disputes or differences between the parties shall be referred to sole arbitrator panel to adjudicate any dispute arising between the parties.

The award of such arbitration shall be final and binding on all the parties in this contract. The courts at the place of signing the contract shall have exclusive jurisdiction. Arbitration proceedings shall be conducted at Chandigarh according to Indian Law for the time being in force.

The Arbitration fees will be paid in equal shares by both the parties to the arbitral tribunal at rates fixed in the Arbitration and Conciliation Act 1966. as amended from time to time.

1. The parties here to have considered and agreed to and have a clear understanding on the following aspects:-
2. This Agreement does not create and shall not deem to create any employer employee relationship between MARKFED and service provider. Moreover, there will be no relationship of employer/employee between the security guards/personnel sent/deputed by the Security Agencies and MARKFED. The Security Agencies shall not by any acts, deeds or otherwise represent to any person that the Service agency is representing or acting as agent of MARKFED except to the extent and purpose permitted herein. Under no circumstances MARKFED would be liable to pay any claim(s) whatsoever, of any Service Provider/guards. The persons so deployed shall be under the overall control and supervision of the Security Agencies. The Security Agencies shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the MARKFED.
3. This Agreement is for providing the **agreed services** and is not an agreement for Supply of contract labour. It is clearly understood by the Service agency that the persons employed by the Security Agencies for providing services as mentioned herein, shall be the employees of the Security Agencies only and not of MARKFED. The Security Agencies shall be liable to make payment to its said employees towards their statutory dues like **Minimum Wages, Employees Provident Fund, The Security Employees Deposit Link Insurance, Employees State Insurance, Bonus and Labour Welfare Fund etc. as applicable and amended from time to time under various Labour Laws for smooth execution of the Agreement.**
4. The MARKFED shall not be liable for any obligations/responsibilities, contractual, legal otherwise, towards the Security Agencies/Service employees/agents directly and/ or indirectly, in any manner, whatsoever.
5. “The Service providers is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of Acceptance letter for the award of contract. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of contract shall be imposed from that date of issue of acceptance Letter for non-commencement of the Services/Activities. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of Acceptance Letter /award of contract, it will be presumed that they are no more interested in taking over this Service Contract and the acceptance letter shall be treated as cancelled at the risk and cost of the Security Agencies and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.
6. Service agency has to ensure that all the security Guards should be physically, mentally fit, active, smart, literate and well trained in fire fighting operations before placing their services to the MARKFED and they  
   have to perform the following duties of :-
7. Protecting MARKFED Foodgrains/ property materials equipments and premises etc. and Service Provider will make good for any loss caused to the MARKFED due to the negligence of your Security Guards.
8. Checking all incoming and outgoing goods and keeping its proper records.
9. Maintenance of Gate pass system i.e incoming and outgoing goods/person etc.
10. Safeguarding Federation's property against theft, misuse, and keeping a watch over the cars, scooters, cycles/other vehicles etc. parked inside the premises compound.
11. Preventing unauthorized persons, vehicles etc. or animals from entering the premises; prevent even employees from entering office premises during night without specific permission from the Competent Authority of the office.
12. Taking charge of the personal belonging in the Corporation's premises and handing over the same to the authorized / designated officials.
13. Watching the entire premises and patrolling the same during the period of duties.
14. Observing carefully, while on patrol, pipelines, drainage, electrical fittings and safety installations and taking action against damage, breakdown or wastage if any and bringing them to the notice of authorized / designated officials for further remedial actions.
15. Preventing unauthorized additions or alterations in the premises carried out by outsiders or tenants or employees and reporting the matter to the authorized /designated officials.
16. Locking the main door/gate at night and checking that other electrical gadgets are switched off, wherever necessary.
17. In case of natural calamities, theft, fire or damage to the property or any untoward incidents or unusual occurrence, informing the same to District Manager/Inspector MARKFED/ authorized designated officials.
18. Wherever required, taking care of keys under his custody and handing over them to the relieving watchman or any other authorized person.
19. Preventing persons from writing, pasting posters etc on the wall and compound of the property or otherwise disfiguring the same. The Security Guard shall maintain visitor registers and shall place the same before the Authorized Officials for verification.
20. The security guard should not leave the place of duty under any circumstances unless and until his reliever / substitute joins or properly relieved i.e. signing in handing over / taking over register.
21. Observing strictly instructions / orders given from time to time by the authorized/ designated official.

Persons to be deployed as Security Guards should be minimum 10+2 in any stream, experienced, smart, well disciplined, intelligent and hard worker personnel preferable in the recommended age group with good health and sound mind, who can read/write both Punjabi and English languages(As per PSARA act 2005). The Service agency is bound to provide copies of credentials of qualifications of each security guards to the concerned Manager/Incharge/District Manager consequent upon his taking over charges at any center(s). The Service Provider shall impart proper training to the security guards by issuing training certificate before deploying them to provide services in Markfed. The Security Guards/Manpower to be deployed should mark their attendance in attendence register duly maintained by service provider separately from Markfed’s regular employees.

1. MARKFED shall have the right to ask for the dismissal/replacement of any employee of the Security Agencies at its discretion and it (Service Provider) should submit compliance report within 7 days positively, if so directed.
2. Service providers shall get Police verification of character and antecedents of all employees alongwith medical certificate within 30 days of deployment to concerned District Manager/General Manager,MARKFED. The security guards/personnel convicted by the Court or un-trained to perform the job, shall not be engaged. If any Service Provider is found defaulter and any loss is caused to Markfed recovery of the same shall be effected from the defaulting Service Provider.

Further, the Service Provider shall provide uniform to each Security Guard consisting of two trousers, two shirts, cap or turban (as the case may be) one woolen jersey (in winter) a pair of shoes, line yard with whistle, beret belt, badge and name plate. Agency shall also keep rain coats, woolen over coats for use by the Security Guards for patrolling duty during rains/winter season. The wearing of uniforms while on duty in the MARKFED shall be compulsory. The Service Provider shall provide whistle, *lathi* and torch to the security guards. If any person, while on duty, is found without uniform, penalty shall be charged @500/- rate per day for each lapse and the amount of penalty will be recovered from the service charges of the Service Provider.

The service provider shall quote the servies charges keeping view these expenses which may accrue in future and shall not claim any othe charges from the worker or the Principal Employer. Hence service charge be quoted carefully.

1. The service provider shall keep the property of MARKFED indemnified through a Fidelity Bond on stamp paper of Rs. 5000/- and it should be furnished within 15 days (inclusive holidays) from award of contract issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service agency for the execution of this Agreement. In case any employee of the Service Providers deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Security Agencies to contest/defend the same at his own cost. In case MARKFED is also made a party and is required to contest the case, the entire ost on this account shall be borne by the Security Agencies itself and it shall ensure that no financial or other legal liability of any nature comes on MARKFED in this respect.Further, the Security guards/personnel so deputed shall wear the Identity Card issued to them by the concerned Service Provider. Name of the person so deputed shall also be displayed on the chest of the person during hours of duty. It is emphasized that no person shall be deputed by the agency without proper Identity Card and the name tag.

The Service Provider shall not submit or share any part of the contract or under any circumstances directly or indirectly to any person(s), agency(s), firm(s) Corporation(s) whatsoever.

MANAGING DIRECTOR

MARKFED

**TECHNICAL ELIGIBILTY CRITERIA:-**

The technical evaluation shall be done based on the following criteria:-

Each tenderer shall be assigned marks, out of total of 100 marks, as per the following criteria.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Criteria**  **(Required Authentic Documents)** | **Marks Allocation** | **Min Marks**  **(Required)** | **Max Marks** |
|  | **The Bidder should be an established, reputed and experienced entity.**  **(Having Registered Office in Punjab& Chandigarh)** | **Equal to or More than 5 years = 10**  **Equal to or more than 8 years =15**  **Equal to or More than 15 years=20** | **10** | **20** |
|  | **The Bidder should have an average Annual Turnover of Rs 100 Crore or above for last three financial years ie 2021-22, 2022-23 & 2023-24.(Copy of balance sheet authenticated by C.A)** | **Equal to or More than Rs 100 crores = 10**  **Equal to or more than Rs 200 crores =15**  **Equal to or More than Rs 300 Crores=20** | **10** | **20** |
|  | **The Tenderer should have completed or working on at least 5 work orders within last 5 financial years (2019-20 to 2023-24) with satisfactory remarks, from Central/State Government/PSU for similar services. The bidder should enclosethe certificate in original.** | **Work orders 5 or above = 5 Marks**  **Work orders 10 or above= 10 Marks** | **5** | **10** |
|  | **The tenderer should have at least 2000 Skilled & unskilled manpower on the Pay Rolls as on bid submission date.** | **Equal to or More than 2000 Skilled & Unskilled Manpower = 10 Marks**  **Equal to or more than5000 Skilled & Unskilled Manpower =15 Marks**  **Equal to or More than 10,000 Skilled & Unskilled Manpower =20 Marks** | **10** | **20** |
| **5** | **Bidder profile, Client & Manpower Base, Professional in-house management, CVs & EPF & ESI compliances.. Based on the document submitted & PPT. USP of entity, Past record making them different/superior in the Market.** | **Documents & PPT submitted by the bidder, evaluation done by the designated Markfed Committee.** | **15** | **30** |
|  |  | **TOTAL MARKS** | **50** | **100** |

Bidder securing minimum marks required for individual parameter as well as minimum aggregate marks for technical qualification as mentioned above shall be eligible for financial bid opening.

The evaluation of bids will follow the **Quality and Cost-Based Selection (QCBS)** methodology, with a combined scoring approach. The total score for each proposal will be determined as follows:

1. **Technical Proposal**:  
   The technical proposal will be evaluated first and assigned a weight of **60%** of the total score
2. **Financial Proposal**:  
   The financial proposal will be evaluated separately and assigned a weight of **40%** of the total score.
3. **Financial bid scoring**: **.**  The lowest bidder’s financial bid ( L-1) is assigned the maximum score, to 100

**.** Scores of other financial bids are calculated proportionately, using the formula:

Financial Score Bidder = L-1 Rate .

Bidder’s Rate x Maximum financial score.

1. **Combined Score**:  
   The combined score will be calculated using the formula:  
   **Total Score = (Technical Score × 0.6) + (Financial Score × 0.4)**
2. **Award Of Contract:**

**. The** bidder with the highest combined score is awarded the contract, ensuring the balance between Quality and Cost.