FOOD CORPORATION OF INDIA
REGIONAL OFFICE: SHIMLA

INVITATION TO LIMITED TENDER AND INSTRUCTIONS TO TENDERERS EMPANELLED WITH & SPONSORED BY THE DIRECTOR GENERAL OF RESETTLEMENT (DGR) FOR PROVIDING SECURITY SERVICES TO FCI PROPERTY & PERSONNEL IN HIMACHAL PRADESH REGION.

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NOTE: If the date fixed for opening of the Tenders is subsequently declared as holiday, the Tenders will be opened on the next working day following the holiday but there will be no change in time for opening as indicated above.

A. The offer shall remain open for acceptance upto 90 days of opening the Technical Bid.
B. General Manager (R), Food Corporation of India, R.O Shimla, may at his discretion, extend this date by a month and such extension shall be binding on the Tenderers.
C. The General Manager (R), Food Corporation of India, R.O Shimla, for and on behalf of Food Corporation of India reserves the right to reject any or all the Tenders without assigning any reason.
D. FCI will not enter into negotiation with any Tenderer including the Lowest Tenderer.

IMPORTANT NOTE

1. The Tender document and other detailed terms & conditions can be downloaded at CPP Portal (https://eprocure.gov.in/eprocure/app). Besides, Tender document can also be seen at FCI website (www.fcigov.in).
2. Tender documents may be downloaded from Central Public Procurement Portal https://eprocure.gov.in/eprocure/app. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website https://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. Bidders are advised to go through instructions provided under the head “Instructions for online Bid Submission” of this tender.
3. Tenderers can access tender documents on the website, fill them with all relevant information and submit the complete tender document into electronic tender on the website https://eprocure.gov.in/eprocure/app.
4. Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.
5. The tenderer may contact Public Procurement Portal Help Desk with regard to technical issues relating to performing of e-procurement platform or any doubt regarding submission of bid document on the subject contract. Dedicated Helpline 1800 3070 2232 (24X7), email: CPPP-nic@nic.in.
Engagement of Security Agencies for providing 84 Security Guards at Offices/ Godowns round the clock under FCI HP Region.
DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the FCI or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The FCI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Tender document is not an agreement. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the FCI in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the FCI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

The FCI, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.

FCI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.

FCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.

The issue of this Tender document does not imply that the FCI is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the FCI reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FCI, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the FCI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

General Manager (Region)

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Signature of Tenderer
NOTICE INVITING TENDER

Engagement of Security Agencies for providing 84 Security Guards at the Offices and Godowns through DGR sponsored Agencies.

From:
The General Manager(R),
Food Corporation of India,
Regional Office, Shimla (HP).

Telephone No.: 0177-2672178
E-mail:srmhp.fci@nic.in

To

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<th>No.</th>
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<tr>
<td>1</td>
<td>5952-Col S. Shyam Sunder (Retd), VPO-Nangal khurd, Teh-Haroli, Distt-Una, HP-174507</td>
<td><a href="mailto:shamio61@gmail.com">shamio61@gmail.com</a></td>
</tr>
<tr>
<td>2</td>
<td>3422-Lt Col Rajesh Kumar Sharma (Retd), Lower Sham nagar, Opp PWD Store, Teh-Dharmshala, Distt- Kangra-176215</td>
<td><a href="mailto:rajeshsarooh@yahoo.co.in">rajeshsarooh@yahoo.co.in</a></td>
</tr>
<tr>
<td>3</td>
<td>4361-Lt Col Dharmender Singh Patyal (Retd), Thakur mohan singh shopping complex, 1st floor,Bangana bazar, Vill-Hatlik, Teh-Bangana, Una-174307</td>
<td><a href="mailto:dharampatyal@hotmail.com">dharampatyal@hotmail.com</a></td>
</tr>
<tr>
<td>4</td>
<td>5768-Col Gyan Veer (Retd), Vill-Tihra, PO-Ladraour, Near Santoshi Mata Mandir, Jahu Bohta Road, Distt-Hamirpur</td>
<td><a href="mailto:gyanveer90@gmail.com">gyanveer90@gmail.com</a></td>
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Dear Sir(s),

1. For and on behalf of the Food Corporation of India online bids in the prescribed Tender Document under two bid system is invited for the designated depot complexes/offices as per Annexure-B from interested, eligible tenderers for Engagement of Security Agencies for providing Security Guards/Supervisors for a period of One year and extendable by another one year mutually on same rates, terms and conditions.

2. FCI is using services of e-Procurement platform of NIC for the purpose of this tender. The tenderers who wish to participate in the e-Tender will have to register themselves in the e-Procurement platform https://eprocure.gov.in/eprocure/app which is free and complete necessary formalities as prescribed by NIC.

3. The Tenderers may contact NIC with regard to technical issues relating to functioning of their e-Procurement platform or any doubts regarding online submission of Bid Document in the under mentioned Contact: Dedicated helpline: 1800 3070 2232

4. The Tender Document and other detailed terms & conditions are available in the Food Corporation of India website www.fci.gov.in (for reference only) as well as at https://eprocure.gov.in/eprocure/app (for reference and online tendering).

5. Tender shall be electronically submitted (on-line through internet) within the prescribed date and time as mentioned in the Tender document and e-Procurement portal. Submission of Hard copy of the Tender documents instead of electronic submission will not be accepted.

6. Tenderers are advised to follow the instructions provided in the “Instructions to the Tenderers” for the e-submission of the tenders online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/ eprocure/app.
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7. The last date for submission of the tenders is 11.00 AM on **09.09.2020** and Technical bids will be opened online at 11.00 A.M. on 10.09.2020 in the presence of the intending tenderers/their authorized representatives, who may wish to be present or view online.

8. Tenders to remain open for acceptance up to and inclusive of sixty days from the date of opening of the Tender. The Food Corporation of India, may, at its discretion, extend this day by 30 days and such extension shall be binding on the Tenderers. If the date up to which the Tender is open for acceptance is declared to be a closed holiday/Sunday, the Tender shall be deemed to remain open for acceptance till next following working day.

9. The prospective tenderers are advised to refer to the websites for any modification to the tender Document and the tenderer shall ensure that the tender Documents submitted by them shall contain such modifications, failing which the tenders are liable to be rejected.

10. The tenderers are exempted to deposit tender Fee and EMD as per advisory issued from File no.2112/SA/ESI/Emp dated 14.09.15 and O.M. no. 28(3)/2012-D(Res-I) dated 09.07.12.

11. Food Corporation of India reserves the right to reject any or all the tenders and / or cancel the Tender enquiry at any stage without assigning any reason.

General Manager (Region)
INVITATION TO TENDERER

From:
General Manager (Region)
Food Corporation of India,
Regional Office,
Shimla

To:

1. 5952-Col Shyam Sunder (Retd), VPO- Nangal khurd, Teh-Haroli, Distt-Una, HP-174507
   shami61@gmail.com

2. 3422-Lt Col Rajesh Kumar Sharma (Retd), Lower Sham nagar, Opp PWD Store, Teh-Dharmshala,
   Distt- Kangra-176215
   rajeshsroch@yahoo.co.in

3. 4361-Lt Col Dharmender Singh Patyal (Retd), Thakur mohan singh shopping complex, 1st floor,
   Bangana bazar, Vill-Hatlik, Teh-Bangana, Una-174307
   dharampatyal@hotmail.com

4. 5768-Col Gyan Veer (Retd), Vill-Tihra, PO-Ladraour, Near Santoshi Mata Mandir, Jahu Bohta Road,
   Distt- Hamirpur
   gyanveer90@gmail.com

Dear Sir,

For and on behalf of the Food Corporation of India,(herein after called the Corporation)
the General Manager(Region) Food Corporation of India, Regional office, Shimla invites tenders
under two bid system from DGR Sponsored agencies expertise in providing security services to
Central Govt., State Govt., PSU and large Pvt. Companies for providing Security to FCI
properties & Personnel etc. at various FCI Offices/Depots of the Corporation in Region for a
period of one year, extendable for a further period of one year on mutual consent on same
rates, terms and conditions.

General Manager (Region)
GENERAL INFORMATION TO TENDERERS

A. PLACE OF OPERATION:
   The word HP Region in these presents shall mean and include the area in which Offices/Depots of the FCI in HP are situated.

NOTE: Notwithstanding the number of the existing Offices/depots and those expected to be contracted acquired during the contract period, the Corporation may during the currency of the contract, takeover/acquire/construct more offices/flats/Depots for its use as and when necessary. Alternatively, it may also be necessary for the Corporation to give up or release one or more Offices/Depots out of those the description of which is given in these documents or out of those which are constructed/acquired later during the pendency of the contract. In such event the contract shall not be rendered void and the contractor(s) shall be bound to supply security as per terms and conditions and rates of the contract and they shall not be entitled to make any claim whatsoever against the Corporation for compensation revision of rate or otherwise due to increase/decrease in the number of Offices or Godowns.

B. BRIEF DESCRIPTION OF WORKS:
   The Tenderer/Agency shall provide Security services by providing Security Guards/Supervisors at different places in the Offices /Godowns of the Corporation throughout the state of HP according to the requirement to be intimated to the contractor in writing or otherwise by various authorized officer(s) of the Corporation from time to time. The contractor/Security Agency shall ensure safety of properties and personnel of the Corporation at FCI Offices/Depots in HP Region by deploying Security Guards round the clock in three shifts, each of eight hours.
   The Tenderer/Agency must get themselves fully acquainted with size and location of Offices/Godowns in HP Region before submission of tender and rates quoted by them.

C. VOLUME OF WORK:
   Subject as hereinafter mentioned the Corporation do not guarantee any definite volume of work or and particular pattern of service at any time or through-out the period of Contract. The mere mention of any item of work in this Contract is not by itself confirm right on the Agency to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them. The Corporation will also have the right to appoint one or more Agency at any time viz. at the time of award of Contract and/or during the tenure of Contract for all or any or all the services mentioned hereunder and to divide the work as between such Agency in any manner that the Corporation may decide and no claim shall be made against the Corporation by the Agency by reason of such division of work.

D. Tenderer/Agency shall formulate and submit a security plan on the basis of the criteria indicated in Annexure-‘A’.

E. In case the rates are quoted in a manner other than as mentioned in Price Bid, the Tenders are liable to be rejected. The Tenderers should not incorporate any condition in the Tender as Conditional Tenders will be summarily rejected.

2. The Contract, if any, which may eventuate from this Tender shall be governed by the terms and conditions of the Contract as contained in the invitation/& General information to the Tenderers and given in this Tender Form and its Annexures and Appendices

3. ELIGIBILITY CRITERIA
   (i) Only the DGR empanelled and sponsored Security Agencies shall be considered for participating in the Tender.
(ii) The tenderer should possess signed copy of the Sponsorship Letter issued by the DGR and upload scanned copy of sponsorship letter alongwith the Technical Bid. Tenderer should have original of Empanelment Certificate (with photograph and signature of Proprietor/Directors).

(iii) Tenderer should have PSARA License for Operation in the State of Himachal Pradesh and upload a scanned copy with the Technical Bid.

(iv) The Tenderer should have PAN of income tax and upload a scanned copy with the Technical Bid.

(v) The Tenderer shall obtain GST Regn. No., EPF, ESIC and License from the labour Deptt. of the concerned state within a period of one month from the date of award of contract.

4. DISQUALIFICATION CONDITIONS.

(I) Tenderer who have been blacklisted or otherwise debarred by FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.

(II) Any Tenderer whose contract with the Food Corporation of India, or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

(III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

(IV) If the proprietor /any of the partners of the Tenderer Firm/any of the Director of the Tenderer Company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

(V) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the Tender disqualified.

(VI) A Hindu Undivided Family (either as a Proprietor or partner of a firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or partner of a firm) shall be summarily rejected.

5. INSTRUCTIONS FOR SUBMITTING TENDER.

The instructions to be followed for submitting the Tender are set out below:-

(a) The Tenderers must furnish full, precise and accurate details in respect of information asked for in Appendix-I.

(b) Signing of Tender:

(i) Person or persons signing the Tender shall state in what capacity he is or they are signing the Tender e.g. as sole proprietor of a firm or a Secretary/Manager/Director, etc. of a limited company. In the case of registered partnership firm, the names of all the partners should be disclosed and Tender shall be signed by all the partners. The original or an attested copy of registered Partnership Deed should be furnished alongwith the Tender. In case of limited Company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the Company shall be attached to the tender alongwith a copy of the Memorandum and Articles of Association of the Company.
INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

2. REGISTRATION

2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. **SUBMISSION OF BIDS**

5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5A. **ASSISTANCE TO BIDDERS**

5A.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

5A.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

5A.3 The contact number for the helpdesk is 1800 233 7315.
6. **CONTRACT PERFORMANCE GUARANTEE AND BANK GUARANTEE.**

The Tenderer shall be responsible to deposit Contract Performance Guarantee(C.P.G.) to the amount equivalent to 10% of the one month wage bill. The CPG will be deducted from the Agency’s monthly services charges in one installment.

7. **SCANNED COPY OF DOCUMENTS REQUIRED TO BE UPLOADED ONLINE**

at CPP Portal ([https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) **WITH TENDER:**

No document is to be submitted with the Price Bid. The documents are to be annexed with Technical Bid only. The intending Tenderer should submit the following documents (in a sequence clearly indicating the name of documents) with Technical Bids duly signed by the Tenderer/Authorized signatory.

- **Document-I** Scanned copies of Empanelment Certificate of DGR.
- **Document-II** Scanned copy of Income Tax PAN Number.
- **Document-III** Scanned copies of Registered Partnership Deed/copy of Memorandum and Articles of Association/Bye-laws/Certificate of Registration, as the case may be.
- **Document-IV** Scanned copy of Property details of the partners/firms/establishment.
- **Document-V** Scanned copy of Name and addresses of all the partners / Directors / Proprietors as the case may be.
- **Document-VI** Scanned copy of ESI/EPF registration No, if applicable.
- **Document-VII** Scanned copy of GST Registration number, if applicable.
- **Document-VIII** Scanned copy of PSARA License for operation in the State of HP.
- **Document-IX** Scanned copy of all other documents as mentioned in Tender Documents, its annexure, schedules.

(a) Scanned copy of all credentials, documents & copies of certificate/information called for would be submitted as per tender.
(b) Scanned copy of the tender form duly filled-in by the tenderer clearly, neatly and accurately. Any alteration, erasers or over-writing will render the tender invalid.
(c) The Tenderer who qualified in the Technical Bid shall produce original of above documents or any other documents, before opening of the Price Bid.

8. **SUBMISSION OF TENDER:**

(a) The Tender shall be submitted online in two parts viz. Technical Bid and Price Bid.
(b) In Price Bid, bidders are requested to quote their rate in the format provided and upload the same.
(c) The Technical Bid shall include the following:
   (i) Scanned copy of the Tender Document along with all its Annexures & Appendices duly signed on each page by the Tenderer.
   (ii) Scanned copy of list of Documents as per Appendix I and clause 7 (Document required to be attached with Tender).
(d) Tender which do not comply with these instructions or conditional Tenders shall be summarily rejected.
(e) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the Tender.

9. **OPENING OF TENDERS:**

The Technical bid will be opened online in the office of General Manager (R), Food Corporation of India, RO Shimla at the time and the date as indicated in the Tender Documents. The Tenderers will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Technical Bid. Price Bid of only
those Tenderers shall be opened whose Technical Bid qualify, at a time and place of which notice will be given. The Tenderer Technically qualified will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Price Bids. Tenderers can check the bid opening status online at their own END.

10. **CORRUPT PRACTICES:**

Any bribe, commission or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of or on behalf of the Tenderer will also make his Tender liable to rejection.

11. Food Corporation of India reserves the right to reject any or all the Tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his Tender by a letter/telegram/fax/e-mail.

12. In case of any clear indication of cartelization, the Corporation shall reject the tender(s) and forfeit the CPG/Bank Guarantee.

13. FCI will not enter into any negotiation even with the Lowest Tenderer.

14. If the information given by the Tenderer in the Tender Documents and its Annexures and Appendices is found to be false/incorrect at any stage, Food Corporation of India shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that the Corporation may have under the Contract & Law.

15. The General Manager (Region), Food Corporation of India, Shimla for and on behalf of Food Corporation of India reserves the right to reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest or any tender.

Yours faithfully,

**General Manager (R)**

Food Corporation of India,
R.O. Shimla (HP)
ANNEXURE 'A'

TERMS & CONDITIONS GOVERNING CONTRACT FOR PROVIDING SECURITY SERVICES BY SUPPLYING OF SECURITY GUARDS FOR FCI OFFICES/DEPOTS

I. DEFINITION:

a. The terms “Contract” shall mean and include the invitation to tender incorporating also the General Information to tenderers, tender, its annexures, appendices, acceptance of tender and such general and special conditions as may be added to it.

b. The terms “Corporation” and “Food Corporation” wherever occurs shall mean the Food Corporation of India, established under the Food Corporation Act, 1964 and will include its Chairman and Managing Director and its successor(s) and assignees.

c. The term “General Manager (Region)” shall mean the General Manager (Region), Food Corporation of India under whose administrative jurisdiction the Food Corporation Offices /Depots to which the contract relates, fall. The term General Manager (Region) shall also include the other officers for the time being authorized to execute contract(s) on behalf of the Food Corporation of India.

d. The term ‘Security Agency/Contractor’ shall mean and include the person or persons, Registered firm or Company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.

e. The term ‘Agency/Contractor Rates’ shall mean the rate of payment accepted by the General Manager(Region) for and on behalf of the Food Corporation of India.

f. The term “Office / Depots” shall mean the Food Corporation of India, Regional Office, Shimla (HP) belonging to or in occupation of the Corporation at any time and other offices/depots located in HP.

g. The term ‘Security Guard shall mean security Guards/ Armed Guards/Supervisors to be provided by the Agency/Contractor.

h. The term ‘DGR Wages’ shall mean the rates of wages promulgated by the DGR from time to time or Appropriate Govt.

i. The term ‘ Senior most Agency’ shall mean the Seniority allotted by the DGR in sponsorship Letter.

II. PARTIES TO THE CONTRACT:

a) The parties to the Contract are Agency/Contractor and the Food Corporation of India represented by the General Manager(Region), FCI, HP and /or any other person authorized to acting on behalf of the Corporation.

b) The person signing the tender or any other documents(s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other Person or the firm, as the case may be in such matter pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority the FCI represented through the General Manager(Region) may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.
Notice or any other action to be taken on behalf of Food Corporation of India, may be issued/accepted by the General Manager(Region) or any other Officer so authorized and acting on his behalf.

d). The Agency/Contractor shall not during the currency of the contract, make, without the prior approval of the Corporation any change in the constitution of the firm. The Agency/Contractor shall notify, to the Corporation the death/ resignation of the partner(s)/Director(s) immediately on the occurrence of such an event. On receipt of such notice the Corporation shall have the right to terminate the contract at its discretion.

III. SUBLETTING

The Agency/Contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the Agency/Contractor contravening this condition the Corporation is entitled to terminate the contract and to get the balance terms under the contract executed at the risk and cost of the Agency/Contractor and the Agency/Contractor shall be liable for all loss or damage which the Corporation may sustain in consequence or arising out of such replacing of the contract without prejudice to any other right the Corporation may have under the contract and law.

IV. RELATIONSHIP WITH THIRD PARTY

All transaction between the Agency/Contractor and the third party shall be carried out as between two principals without reference to the Corporation in any event. The Agency/Contractor shall also undertake to make third party fully aware of the position aforesaid.

V. LIABILITY FOR PERSONNEL:

i) All persons employed by the Agency/Contractor shall be engaged by them/him as his/their own employees in all respect and the responsibilities/obligations to fulfill/compliance of provisions of the Contract Labour (R&A)Act, 1970 or The Indian Factory Act or the Employees compensation Act or Employees Provident Fund Act & Misc. Provision Act, and the Minimum Wages Act and various other statutory enactments shall be that of the Agency/Contractor.

ii) The Agency/Contractor shall indemnify the Corporation against all the claims whatsoever in respect of his personnel under Employees compensation Act or EPF & MP Act, ESI Act or any other statutory modifications thereof or otherwise for or in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any workmen or other persons whether in employment of the contractor or not. The Agency/Contractor shall Co-ordinate with ESI authorities to get the family treatment card for security guards as applicable.

iii) Agency/Contractor shall also comply with all rule and regulations/ Enactments made by the State Govt./Central Govt. from time to time pertaining to the contract including all labour laws.

iv) The Contractor shall be liable for making contributions, in accordance with the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952, and the scheme framed there under and under Provisions of ESI Act, 1948 in respect of Security Guard employed by the contractor. The Contractor shall deposit the employee's share with the RPFC together with amount payable by the employer and then submit the complete record/documents/proof of having deposited the EPF (employee & employer's contribution) in the Office of General Manager(R) along with monthly bill for its reimbursement. If on account of default of the Contractor, in making/depositing such payments or for any other reason the Corporation makes such contribution on behalf of the Contractor, the FCI shall be entitled to set off against the amount due to the Contractor, the contributions made by it on account of his default in making payments, or otherwise in respect of Security Guard employed by the Agency/Contractor.
v) The Agency/Contractor shall maintain and submit following Records and Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and to the Food Corporation of India, if required as per latest guidelines:

- **Form – 2** Nomination and Declaration Forms to be submitted for new entrants.
- **Form - 3** The Contribution Card for the currency period – **Annually**.
- **Form – 3 A** Contribution Card for the currency period from 1stApril to 31stMarch - **Annually**
- **Form 4** Contribution Card for Employees other than monthly paid Employees - **Annually**
- **Form 5** Return of Employees qualifying for the Membership.
- **Form 5 A** Return of Ownership to be sent to the Regional Commissioner.
- **Form 6** Return of the Contribution Card and Annual Statement of Contribution.
- **Form 6 A** Consolidated Annual Contribution Statement.
- **Form 10** Form of Maintenance of Accounts.
- **Form 11** Balance Sheet
- **Form 12 A** Statement of Contribution – **Monthly**.

(vi) **The Contractor is liable to disburse the Minimum wages to the personnel engaged for FCI on the following month by 5th but not later than 7th, failing which Rs.100/- per worker per day will be deducted from the bill(s). If the wages to the workers not paid by 10th of the following month, the Contract is liable to be terminated and Performance Guarantee Money will be forfeited.**

(vii) The Contractor will not tag any condition whatsoever, including payment of its bills, with the timely disbursement of wages to the personnel engaged for FCI.

(viii) The contractor shall, within 7 days of the closure of every month, submit to the Principal Employer (Corporation), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the R.P.F.Commissioner.

(ix) The Contractor shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the General Manager (R), Food Corporation of India or Officer authorized by him or acting on his behalf.

(x) If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and the Scheme framed there under and also to General Manager (R), Food Corporation of India or an Officer acting on his behalf, FCI will be at liberty to withhold the pending bills, CPG etc., and or any other payments due to the Contractor.

a) The Agency/Contractor shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed by them. FCI shall, in no way, be responsible for settlement of such issues whatsoever. FCI shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by Agency/Contractor in the course of their performing the function/duties or payment towards any compensation.

b) For all intents and purposes, the Agency/Contractor shall be the ‘Employer’ within the meaning of different Labour Legislation in respect of personnel so employed and deployed in the FCI. The persons deployed by the Agency/Contractor in the FCI shall not have claims of any Master and Servant relationship nor have any Principal and Agent relationship with or against FCI.

c) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency/Contractor shall not be entitled to and will have no claim for any absorption in the regular or otherwise capacity in the FCI. Agency/Contractor should make this known to persons deployed by him.
d) The personnel deployed by the Agency/Contractor shall be the employees of the Contractor and shall neither claim nor shall be entitled to any pay, perks and other facilities admissible to casual, adhoc, regular/confirmed employees of FCI during the Contract or after expiry of the Contract.

e) Any liability arising out of accident or death of any personnel while on duty shall be borne by the Agency/Contractor.

f) The Agency/Contractor shall during the period of contract pay not less than the minimum wages prescribed by the DGR to the guards engaged by him, throughout the term of the contract. Minimum wages shall mean the rates notified by appropriate authority and prevailing at the time of submission of tenders for the work and as amended from time to time. The Agency/Contractor shall also maintain such records and submit periodical returns regularly to the authority as may be prescribed under the various Acts and the Scheme and the Rules framed there under and to the General Manager (R), FCI, HP or any officer authorized by FCI. The Agency/Contractor shall also make available such returns/records as may be prescribed and or demanded for inspection by RPFCC and to the GM(R) or any officers authorized by FCI.

g) Agency/Contractor shall produce necessary records to prove that it had complied with the provisions of EPF & MP Act so that the CPG (Contract Performance Guarantee) may be refunded. The Agency/Contractor shall maintain necessary record and registers like wages book, wage slip, register of unpaid wages, register of fines and deductions etc. as prescribed under the different Acts.

h) General Manager (R) reserves the right to withhold 20% of the amount from the monthly bills of the Agency/Contractor for any financial liability under the contract. The amount so deducted will only be refunded/adjusted when Agency/Contractor produces proof for fulfilling statutory obligations as stipulated in different Labour Acts/Rules/Instructions/Circulars etc. applicable to the Contract.

i) **FIRST AID FACILITIES:**
The Agency/Contractor is liable to provide First Aid Facilities as provided in the Contract Labour (Regulation and Abolition) Act and the Rules framed thereunder or under any other applicable law.

j) Tenderer whose tender is accepted by the Corporation shall immediately apply for licence to the Licensing Authority concerned in terms of Section 12 of the Contract Labour (R&A) Rules-1971 before performing the assignment under the contract. The Agency/Contractor shall also obtain temporary licence whenever required under relevant Rules in cases where he intends to employ more persons in number than that mentioned in the regular licence for short durations not exceeding 15 days. The Agency/Contractor shall also renew the regular licence at least two months before expiry of the regular license. The Agency/Contractor shall also get the temporary licence renewed whenever necessary. If for any reason the application for a license is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the Agency/Contractor and the decision of the General Manager (R) in this behalf shall be final and binding on the Agency/Contractor. Agency/Contractor shall abide all the provisions of the Contract Labour (R&A), Act-1970 and the Rules framed there under. The Agency/Contractor shall be directly responsible for any liability arising against them. Any liability arising on FCI out of the contract, FCI is entitled to recover the same from the bills of Agency/Contractor.

k) The Agency/Contractor, in compliance of the Contract Labour (R&A) Act and other applicable laws as amended from time to time, shall provide facilities such as Canteen, Latrines, urinals, rest room, first aid facilities, weekly-Off etc. Any expenses incurred by the Corporation for providing the facility will be recovered from the Agency/Contractor.

l) The Agency/Contractor is liable to provide washing facilities as provided in the Contract Labour(Regulation and Abolition) Act and the Rules framed there under or under any other applicable law.
VI. BRIBE, COMMISSION, GIFT ETC.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Agency/Contractor, or any one of their partners/ Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or Agent of the Corporation, or any person on his or their behalf, for showing any favour or for bearing to show any disfavor to any person in relation to the Contract, shall make the Agency/Contractor liable for termination/debar, as the case may be, of this Contract or any other Contract with the Corporation and the Agency/Contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation. Canvassing on the part or on behalf of the Tenderer will also make his Tender liable for rejection.

VII. PERIOD OF CONTRACT:

(i) The contract shall remain in force for a period of one year, extendable on mutual consent for further period of one year on same rates, terms & conditions.

(ii) The General Manager(R) reserves 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 Agency/Contractor at their last known place of residence/ business and the Agency/Contractor shall not be entitled to any compensation by reason of such termination. The action of the General Manager (R), Food Corporation of India, HP under this clause shall be final, conclusive and binding on the Agency/Contractor and shall not be called in question.

VIII. PAYMENT

(a) The contractor shall make payment to the Security Personnel employed by it as promulgated by the DGR or appropriate Govt. from time to time. The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments. All Statutory Payments will be made as per applicable rates and the contractor shall claim the same separately.

(b) The Payment will be made by the Corporation to the agency/contractor on submission of bills in triplicate, duly supported by Attendance Certificates issued by the designated officer [Manager (Depot)/Manager (Security)] and on production of proof of payment of EPF/Wages/ESI and other statutory payments in respect of the personnel deployed in FCI. After disbursing payment of wages to the security personnel on or before 7th of the succeeding month, the contractor will raise the bill against FCI for payment of monthly wages alongwith a copy of Wages Sheet, PF calculation sheet (duly filled challan alongwith the full details (ECR/Challan) as also the payment towards recovered amount of the member's contribution and ESIC Challans.

(c) The FCI shall not be liable for payment of any interest on any bill outstanding for payment.

(d) The tenderer/bidder, registered under GST shall ensure that the invoice to be raised with FCI is in compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI. FCI reserves the right to release payment of GST amount (if applicable) only post matching of the invoices in the GSTN System. This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

IX. LIABILITY OF AGENCY/CONTRACTOR FOR LOSSES SUFFERED BY CORPORATION

The Agency/Contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Agency's/Contractor’s negligence and un- workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property belonging to the Corporation, due to any act, whether negligent or otherwise, of the Agency/Contractor or his employees. The decision of General Manager (R) regarding
such failure of the Agency/Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Agency/Contractor.

X. SUMMARY TERMINATION OF THE CONTRACT:

(a) In the event of the Agency/Contractor having been adjudged insolvent or goes into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the General Manager (R) shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Agency/Contractor and to claim from the Agency/Contractor any resultant loss sustained or cost incurred by the Corporation.

(b) The General Manager (R) shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Agency/Contractor or of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Agency/Contractor and/or forfeit the Contract Performance Guarantee or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor’s negligence or unworkmen like performance of any of the services under the contract.

(c) The Agency/Contractor shall be responsible to supply competent security personnel/guards under the contract in accordance with the instructions issued by the General Manager (R) or an Officer acting on his behalf. If the Agency/Contractor fails to supply the requisite number of security personnel’s, the General Manager (R) shall at his own discretion, without terminating the contract be at liberty to engage other Agency/Contractor at the risk and cost of the Agency/Contractor who shall be liable to make good to the Corporation all additional charges, expenses, cost or losses that the Corporation may incur or suffer thereby. The Agency/Contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the General Manager (R) shall be final and binding on the Agency/Contractor.

(d) The decision of the General Manager (R) in respect of damages, losses, charges, costs, or expenses shall be final and binding on the Agency/Contractor.

(e) The Corporation shall not be liable for payment of any interest on the CPG (Contract Performance Guarantee) or any depreciation thereof for the time it is held by the Corporation.

XI) RECOVERY OF LOSSES SUFFERED BY THE CORPORATION:

a) The Corporation shall be at liberty to reimburse itself for any damages, losses, charges, costs, or expenses suffered or incurred by him due to Agency/Contractor negligence and un- workman like performance of services under the contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereinafter may become due, to the Agency/Contractor under this or any other contract with the Corporation. In the event of the sum which may be due from the Agency/Contractor, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Agency/Contractor as aforesaid, shall be deducted from the CPG furnished by the Agency/Contractor. If this sum also be not sufficient to recover the full amount claimed by the Corporation, the Agency/Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

b) The General Manager (R) will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum of value of loss and also in regard to the liability of Agency/Contractor for such loss of the amount, to be recovered from them. The decision of the General Manager (R) in this regard shall be final and binding on the Agency/Contractor.
c) In the event of the default on the part of the Agency/Contractor in providing Guard and/or their failure to perform any of the services mentioned in this tender efficiently and to the entire satisfaction of the General Manager (R) or any officer acting on his behalf, the General Manager (R) shall without prejudice to other rights and remedies, under this tender have the right to recover by way of Liquidated Damages from the Agency/Contractor a sum of Rs.100/- (Rupees one hundred) per day. The parties to the contract having read that the amount of Liquidated Damages specified above represents a genuine estimate of the loss likely to be caused to the Corporation. The decision of the General Manager (R) on the question whether the Agency/Contractor have committed such default or have failed to perform any such service efficiently and are liable to pay Liquidated Damages and as to the quantum of such Liquidated Damages, shall be final and binding on the Agency/Contractor.

d) **SET-OFF:**
   (i) Any sum of money due and payable to the Agency/Contractor (including CPG returnable to Agency/Contractor) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation under this contract or any other contract made by the Agency/Contractor with the Corporation.
   (ii) FCI reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

e) **INDEMNITY:**
   The Agency/Contractor shall defend, indemnify and hold FCI during and after the terms of the contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising or resulting from violation of any laws by the Agency/Contractor or its personnel or in any way connected with the acts, amenities, negligence, breach of this agreement and failure to perform obligations under this contract.

(f) The Agency/Contractor shall strictly abide by the Rules, Regulations and Laws of India.

g) The Contractor/Security Agency/Contractor will provide guards for round the clock. The Agency shall ensure the safety and security of the FCI personnel and properties in FCI offices/Depot in HP Region by deploying guards in three shifts or in number of shifts as decided by the Corporation.

(h) The Contractor/Security Agency will undertake to provide the armed/ unarmed personnel to the Food Corporation of India and the Agency/Contractor will be directly responsible for payment of their salaries not less than the rates of minimum of wages as notified by the DGR from time to time.

(i) The Agency/Contractor shall quote its service charges for providing the security services on the percentage rate on minimum wages applicable at the time of submission of Tender. The Agency /Contractor is not entitled to claim any enhancement of percentage rate on minimum wages applicable during the tenure of the Contract.

(j) In case the wages are revised upward, the service charges will be applicable on the revised wages but the percentage of rates quoted will remain the same.

(k) The Food Corporation of India shall have no liability/obligation to employ directly or indirectly any personnel deployed by the Agency/Contractor, in the services of the Corporation.

(l) In case of any negligence, connivance or direct/ indirect involvement of any personnel deployed by Agency/Contractor for security and safety of the property of the Food Corporation of India or there being occurred any theft, pilferage, misappropriation, bungling of stocks/ stores or any other loss to Food Corporation of India’s property for whatsoever reason the Agency/Contractor will be responsible and liable to compensate the losses as evaluated by the General Manager(R), Food Corporation of India or any other authorized officer of the Corporation. The decision of the General Manager(R), Food Corporation of India, HP or any other authorized officer of the Food Corporation of India shall be final and binding on Agency/Contractor.
(m) If FCI considers that the replacement of a particular guard supplied by the Security agency/Contractor is necessary, this will be done by the Security agency/Contractor on receipt of the request from the FCI.

(n) The FCI will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel deployed by the Security Agency/Contractor. The Security Agency/Contractor will be the employer of the guards and the FCI will have no concern/liability whatsoever in respect of their service.

(o) The guards deployed by the security Agency/Contractor shall have no lien or claim in any manner on FCI during or after cessation of this contract. In case, the guards resort to litigation in any court for any reason, the security agency/Contractor will be solely responsible towards verdict of the court, at its own cost. The security Agency/Contractor is liable for expenses, loses and damages, if any, due to filing of any claim or suit or any such proceedings by the agency/Contractor employees against FCI and FCI is entitled to deduct the sum from the pending or future bills of the security agency/Contractor.

(p) The guards of Security agency/Contractor will not take part in any activity of FCI employee’s Union/Association or form Union in the premises.

(q) Only trained and experienced guards will be deployed in FCI. The Agency/Contractor shall also provide the nominal roll of the guards alongwith their photographs to the FCI. Each guard will be provided with an identity card by the security Agency/Contractor, which will have to be shown by them on demand by any of the officer/staff of the FCI. Personnel deployed by the Agency/Contractor should not be drug addict/or use liquor in the FCI’s premises or should not be intoxicated while deployed on duty.

(r) The guards deployed by the Security agency/Contractor will help to deal with the anti-social elements, bad character and will also provide protection to FCI staff/officers at FCI’s Offices/Depots.

(s) The Security Agency/Contractor will pay the wages/advances and any other payments regularly to the guards deployed by it in their bank account through NEFT/RTGS or any other mode approved by Reserve Bank of India. Proof of transfer of such amount will be submitted along with the invoice for claiming wages from the Corporation.

(t) The Agency/Contractor is liable to provide his own personnel and cannot take over the existing personnel if any of the erstwhile Contractor. Upon termination of the contract, the Agency/Contractor is liable to remove all his personnel from the premises of the FCI failing which FCI will be entitled to stop all payments due to the Agency/Contractor.

(u) The Agency/Contractor should rotate his personnel deployed in FCI every month.

XII) The Agency/Contractor shall provide such number of Security guards personnel whenever asked to do so at short notice during day or night by General Manager (R)/or any other authorized officer of the Corporation.

XIII SUBMISSION OF HARD COPY OF TENDER DOCUMENT

As a condition precedent for issuing the Acceptance Letter, successful tenderer shall submit the hard copy of the MTF duly signed by the tenderer or authorized signatory, as the case may be, within seven days from the date of communication of FCI advising the tenderer to furnish the same.

XIV FORCE MAJEURE.

The Agency/Contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the General Manager(R) shall be the final Authority. Strikes by persons deployed by the Agency/Contractor on account of any dispute between them as to wages or otherwise will not be deemed to be a reason beyond the Agency’s/Contractor’s control and Agency/Contractor shall be responsible for any loss or damage which the Corporation may suffer on this account.

XV) LAWS GOVERNING THE CONTRACT

The contract shall be governed and interpreted in accordance with the laws of India for the time being in force. In case of any dispute arising out of this contract, the same will be dealt in the court of Law of competent jurisdiction at Shimla only.
### LIST OF OFFICES /GODOWNS IN HIMACHAL PRADESH REGION WHERE SECURITY GUARDS ARE TO BE PROVIDED

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of Office/Depot</th>
<th>No. of guards required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Regional Office Shimla</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>HG Parwanoo Depot</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>HG Dhalli Depot</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>PEG Kala Amb Depot</td>
<td>7</td>
</tr>
<tr>
<td>5</td>
<td>HG Tapri Depot</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>Divisional Office Mandi</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Nalsar Depot</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>FSD Karga Depot</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>FSD Kullu Depot</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>HG Bilaspur Depot</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>FSD Hamirpur Depot</td>
<td>4</td>
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<tr>
<td>12</td>
<td>Divisional Office Dharamshala</td>
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<tr>
<td>13</td>
<td>FSD Una Depot</td>
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<tr>
<td>14</td>
<td>FSD GKT Depot</td>
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<tr>
<td>15</td>
<td>FSD Chamba Depot</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>FSD TandaKholi Depot</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>PEG Haroli Depot</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>84</strong></td>
</tr>
</tbody>
</table>

Note: The Number of security guards may be increased /decreased during the currency of the contract as per the discretion of General Manager(R).
I. Name and address of the tenderer, e-mail id and contract number:

<table>
<thead>
<tr>
<th>Specify whether tenderer is Proprietorship concern/Regd. Partnership firm/Company)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Prop/Partner(s)/Director(s) Alongwith Date of birth(s)</td>
</tr>
<tr>
<td>e-mail id &amp; Contact No.</td>
</tr>
<tr>
<td>Address</td>
</tr>
</tbody>
</table>

II. COMPOSITION OF TENDERER:
It must be stated whether the tenderer is a Proprietorship concern or registered partnership firm or a Company. The name and date of birth of Proprietor or Partners or Directors of the company, as applicable must be given in above table.

III. BUSINESS IN WHICH THE TENDERER IS EMPLOYED:
The nature of business in which the tenderer or partner of the tender’s firm are engaged should be stated together with particulars of where Head Office and branches, if any, are located along with details of sister concern.

<table>
<thead>
<tr>
<th>Name, address of the Head Office &amp; nature of business.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; address of the Branch(es) and sister concern(s), if any.</td>
<td></td>
</tr>
</tbody>
</table>

LIST OF DOCUMENTS ATTACHED

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Empanelment Certificate of DGR.</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Income Tax PAN No</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Registered Deed of Partnership/Memorandum and Article of Association/By Laws/Certificate of Registration etc, as applicable</td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>Property Details of the Partners/Firms/Establishment</td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Details of Name &amp; addresses of all the partners/Directors/Proprietors, as the case may be.</td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>ESI/EPF Registration Nos.</td>
<td></td>
</tr>
<tr>
<td>(vii)</td>
<td>GST Registration No.</td>
<td></td>
</tr>
<tr>
<td>(viii)</td>
<td>PSARA License for operation in the HP Region</td>
<td></td>
</tr>
<tr>
<td>(ix)</td>
<td>Scanned copy of all other documents as mentioned in Tender Documents , its annexure, schedules.</td>
<td></td>
</tr>
<tr>
<td>(x)</td>
<td>State whether you:-</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Have been black-listed by FCI or Govt/Quasi Govt. Organisation or any Department?</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>If yes, Date of Black Listing</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Whether your contract has been terminated, EMD/SD/CPG forfeited by FCI/ Govt. Organisation/PSUs or any other Department.</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Date of termination of Contract/Forfeiture of EMD/SD</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>Whether Proprietor/Any of the Partner/Any of the Director have been convicted and Sentence to imprisonment by a Court of Law?</td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>If yes, for how many years?</td>
<td></td>
</tr>
<tr>
<td>(g)</td>
<td>Whether tenderer is participating in the capacity of Hindu undivided family. (A Hindu Undivided Family either as a Proprietor or partner of a firm shall not be entitled to apply for tender)</td>
<td></td>
</tr>
<tr>
<td>(xi)</td>
<td>Scanned copy of details of immovable properties</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Type of Properties:</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Identification No. with address:</td>
<td></td>
</tr>
</tbody>
</table>

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Signature of Tenderer
<table>
<thead>
<tr>
<th></th>
<th>Owned in the name of</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(d)</td>
<td>Title Deed &amp; Document No</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>Mortgage/lease incumbencies on the property</td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>Name &amp; Address of all the partners/Directors/Proprietor, as the case may be.</td>
<td></td>
</tr>
</tbody>
</table>

All above column must be filled-in by the Tenderer failing which tender shall not be considered.
Dear Sir,

1. I/We, hereunder quotes percentage rates for appointment as Security Contractor for providing security services at FCI Offices/Depots (Annexure-B).
2. I/We thoroughly examined and understood all the terms & conditions as contained in the Tender document, Notice inviting Tender, general information to tenderers and its Annexure and Appendices and agree to abide by them.
3. I/We hereby offer to provide security services at the following percentage of service charges on the minimum wages as prescribed by the DGR for the entire tenure of the contract. I/We undertake that I/We are not entitled to claim any enhancement of percentage of service charges on any account during the tenure of the contract.

I have quoted Service Charges ___ % age on Minimum wages and this is excluding the GST.

Note:
(i) Rates quoted in any other manner than the above will be summarily rejected. In case the DGR wages revised upward, the service charges will be applicable on the revised wages but the percentage of rates quoted will remain the same.
(ii) The tender will be awarded to the senior most DGR sponsored agency (Seniority given by the DGR) in case the rates quoted by all the tenderer are same.
(iii) I/we undertake to strictly abide by the provisions under the Contract Labour (R&A) Act, ESI Act, EPF & MP Act, Payment of wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act, Indian Contract Act and all other statutory provisions and enactments as applicable to this contract and any other statutory obligation brought hereinafter and applicable to the contract and report compliance as and when demanded by the Corporation.
(iv) There will be no “master – servant” relationship between the Guards of Security Contractor and the FCI.
(v) The total amount of wages shall be calculated on the basis of number of days for which a person has actually worked on the basis of DGR wages.
(vi) I/We agree to keep the offer open for acceptance upto and inclusive of ____________ and to the extension of the said date by month in case it is so decided by the General Manager (R) and shall be binding on me/us.
(vii) Any revision in the basic Minimum Wages/ statutory payments, Contractor is entitled to the same, only if it satisfies the Corporation that the same is passed on to the personnel engaged by it and not otherwise.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date upto which the offer would remain open be declared a holiday/Sunday for the Corporation, the offer will remain open for acceptance till the next working day.
5. I/We do hereby declare that the entries made in the Tender and Appendices/Annexures are true.

Yours faithfully,

(____________________)
Signature of Tenderer
(Capacity in which signing)