

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 (UP Region)

Signature of Tenderer

TECHNICAL BID

GENERAL INFORMATION TO TENDERERS

A. PLACE OF OPERATION:

The word UP Region shall mean and include the area in which Offices/Depots of the FCI in UP are situated.

NOTE: Notwithstanding the number of the existing Offices/depots and those expected to be constructed/ 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 UP 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 UP 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 UP 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 does not by itself confer 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.

Tenderer/Agency shall formulate and submit a security plan.

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 and so, such tenders will be summarily rejected.

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 as given in this Tender Form and its Annexures and Appendices.

D. ELIGIBILITY CRITERIA

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

Signature of Tenderer

3. The Tenderer should have PSARA License for Operation in the State of Uttar Pradesh and upload a scanned copy with the Technical Bid.
4. The Tenderer should have PAN of income tax and upload a scanned copy with the Technical Bid.
5. The Tenderer shall obtain GST Regn. No., EPF, ESIC and License from the labour Deptt. of the concerned state.

E. DISQUALIFICATION/ REJECTION OF TECHNICAL BID 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.
- (VII) Tender may be summarily rejected in the absence of any of the documents not attached with the tender form as mentioned at Sl no. 1 to 10 (clause C, page 3). However, in case the firm is new and carrying out this business first time and ESIC and EPF registration certificates are not readily available then the self-certificate of the proprietor for ESIC and EPF registration certificates stating that it will be submitted within 15 days of award of the tender is to be attached with the tender form. Further, in case of non-verification of attached documents with the original as well as online verification at the time of opening of technical bid will also result in rejection of Technical Bid.

F. 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:** Person or persons signing the Tender shall state in what capacity he/she 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 along with 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 along with a copy of the Memorandum and Articles of Association of the Company.

Signature of Tenderer

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

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 which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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.

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.

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.

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

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.

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.

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

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Bidders may 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.

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.

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

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.

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

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.

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.

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.

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

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.

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 of CPP Portal Helpdesk is 1800 233 7315.

Signature of Tenderer

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>)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.

1. Copy of MTF duly signed on each page by the Tenderer (enclosed with this limited tender notice).
 2. DGR empanelment certificate.
 3. Sponsorship letter.
 4. I card of proprietor (Ex- Officer)
 5. PAN card of proprietor.
 6. GST registration.
 7. ESIC registration
 8. PSARA certificate.
 9. EPF registration certificate.
 10. Firm registration certificate.
- (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 qualifies in the Technical Bid/Price Bid shall produce original of above documents or any other documents, at the time of opening of Technical Bid or on a fixed date for document verification at FCI, RO Lucknow, failing which will result in rejection of tender.

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 Lucknow 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

Signature of Tenderer

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.

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.

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

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

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.

The General Manager (Region), Food Corporation of India, Lucknow 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.

Signature of Tenderer

**TERMS & CONDITIONS COVERING CONTRACT FOR SECURITY
SERVICES AND SUPPLY OF SECURITY GUARDS**

I. DEFINITION:

- a. The terms 'Contract' shall mean and include the invitation to tender incorporating also the instructions to tenderers, the tender, its annexures, appendixes, schedules, 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 or successors and assignees.
- c. The term 'General Manager (Region)' shall mean the General Manager (UP), 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 'Agency' 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 Rates' shall mean the rate of payment accepted by the General Manager (R) for and on behalf of the Food Corporation of India.
- f. The term 'Security Guard' shall mean Security Guards/Armed Guards/Supervisors to be provided by the Agency.
- g. The term "DGR Wages" shall mean the rates of wages promulgated by the DGR from time to time.
- h. The term "Senior most Agency" shall mean the Seniority allotted by the DGR in Sponsorship Letter.
- i. The term 'Office / Depots shall mean the Food Corporation of India, Regional Office, Lucknow (UP) belonging to or in occupation of the Corporation at any time and other offices/depots located in Uttar Pradesh.
- j. The term 'DGR' shall mean
DIRECTORATE GENERAL
RESETTLEMENT DEPARTMENT OF EX-
SERVICEMEN WELFARE
MINISTRY OF DEFENCE- GOVT.OF
INDIA WEST BLOCK-IV, R.K. PURAM,
NEWDELHI.

II. PARTIES TO THE CONTRACT:

- a) The 'parties to the contract' are 'Contractor' and 'Food Corporation of India', represented by the General Manager (Region), FCI, Lucknow and /or any other person authorized to act 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.
- c). 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.

III. CONSTITUTION OF CONTRACTORS:

- a) The tenders shall be entertained only from the parties having all statutory registration with the appropriate authorities. Contractor shall, at the time of submission of tender,

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declare whether they are sole proprietary concern or registered Partnership Firm or Private Limited Company or a Public Limited Company incorporated in India. The composition of the partnership, names of Directors of company shall be indicated. The contractors shall also nominate person in whose hands the active Management and control of the work relating to the contract during the tenure of the contract would lie. The person so nominated shall be deemed to have power of attorney from the contractor(s) in respect of the contract and whose acts shall be binding on the contractor(s).

- b) The contractors 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 contractors shall notify, to the Corporation the death/resignation of any 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.

IV. SUBLETTING:

The contractor(s) shall not sublet, transfer, or assign the contract or any part thereof without the prior written approval of the Corporation. In the event of the contractors contravening this condition the Corporation is entitled to terminate the contract and to get the balance items under the contract extended at the risk and cost of the contractor and the contractor(s) shall be liable for any loss or damage which the Corporation may sustain in consequence or arising out of such replacing of the contract.

V. RELATIONSHIP WITH THIRD PARTY:

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

VI. LIABILITY FOR PERSONNEL:

All persons employed by the contractor(s) shall be engaged by them/him as his/their own employees in all respect and the responsibilities / obligations under the Contract Labour (R&A) Act, 1970, the Indian Factory Act, the Workmen Compensation Act, Employees Provident Fund Act, the ESI Act, the Minimum Wages Act and various other statutory enactments shall be that of the contractor.

The contractor shall indemnify the Corporation against all the claims whatsoever in respect of the said personnel under the Contract Labour (R&A) Act,1970, the Indian Factory Act, the Workmen Compensation Act, Employees Provident Fund Act, the ESI Act, the Minimum Wages Act and various other statutory enactments in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the contractor. The contractor shall Co-ordinate with ESI authorities to get the family treatment card for security guards.

- (a) The contractors shall during the period of contract pay not less than minimum wages to the Security Guards engaged by them on either time rate basis or piece rate basis on the work, throughout the term of the contract. Minimum wages both for the time rate and for the piece rate, work shall mean the rates notified by appropriate authority and prevailing at the time of inviting tenders for the work as amended from time to time. The contractor shall also maintain such records and submit periodical return regularly as may be prescribed under the Act to the authority prescribed under the Provident Fund Act, 1952 and the scheme and the rules there under and to the GM (Region) FCI, Lucknow. The contractor shall also make available such returns/ records for inspection by RPF/any others authorized by FCI. The contractor shall maintain necessary record and registers like wages book and wage slip, register of unpaid wages and register of fines etc. General Manager (Region) reserves the right to withhold up to 25% of the amount from the monthly bills of the contractor for any financial liability under the contract. The amount so deducted will only be refunded / adjusted when contractor produces proof for

fulfilling statutory obligations as stipulated in different labours Acts/rules/instructions/circulars etc. applicable to the Contract.

(b) **Weekly Off:**

The Contractor shall be liable to allow paid weekly off etc. to the personnel employed by him as mandated under the appropriate State/Central laws governing their employment under him.

- (i) Security Guards used in the office for the purpose other than security are already availing weekly off of four or more days thus; in those cases, no relieving charges will be applicable.
- (ii) The Agency will be directed to ensure that no Security Guards is required to discharge duty for more than 8 hours.
- (iii) Approved sanction strength includes leave reserve as well, hence relieving charges are not payable.

(c) **Washing Facilities: -**

The contractor is liable to provide washing facilities as provided in the Contract Labour (Regulation and Abolition) Act and Rules framed there under or any other applicable law.

(d) **First Aid Facilities:**

The Agency 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.

(e) **Labour License:**

Tenderers whose tender is accepted by the Corporation shall immediately apply for license to the prescribed licensing authority of the State Govt. in terms of Section 12 of the Contract Labour (R&A) Rules - 1971 before entering upon any work under the contract. The contractor shall also obtain temporary license whenever required under the relevant Rules in cases where he intends to employ more labour in number than that mentioned in the regular license for short durations not exceeding 15 days.

The contractors shall also renew the regular license well within time before expiry of the regular license. 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 contractor and the decision of the General Manager (Region) in this behalf shall be final and binding on the contractor. Every contractor shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there under. The contractors shall be directly responsible for any liability arising against them. For any liability arising on FCI out of the contract, FCI is entitled to recover the same from the bills of contractor.

The Agency, 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 Contractor/Agency.

VII. PERIOD OF CONTRACT:

The contract shall remain in force for all-purpose for a period of **One Year further extendable by one year**. But the General Manager(Region) 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 contractor(s) at their last known place of residence/business and the contractors shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Region), Food Corporation of India, Regional office, Lucknow under this clause shall be final, conclusive and binding on the contractors and shall not be called in question. The

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contractor shall ensure that statutory working hours, also in no case should employ the Security Guards for more than 8 hours in a day.

VIII. SUMMARY TERMINATION:

- (a) In the event of the contractors 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, General Manager(Region) 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 unexpired period of the contract at risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred & Performance guarantee or any withheld amount will be forfeited.
- (b) The General Manager (Region) shall also have without prejudice to other rights and remedies, the right in the event of breach by the contractors of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and /or forfeit the 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 service of the services under the contract.
- (c) The contractor shall be responsible to supply adequate and sufficient security personnel / guards under the contract in accordance with the instructions issued by the General Manager (Region) or an Officer acting on his behalf. If the contractor fails to supply the requisite number of security personnel the General Manager (Region) shall at his entire discretion, without terminating the contract be at liberty to engage other security personnel's at the risk and cost of the contractor(s), who shall be liable to make good to the Corporation all additional charges, expenses, cost of losses that the Corporation may incur or suffer thereby. The contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another party. The decision of the General Manager (Region) shall be final and binding on the contractor(s).

IX. PERFORMANCE GUARANTEE:

- (a) The contractor(s) shall furnish performance guarantee to tender failing which the contract shall be liable to cancellation at the risk and cost of the contractor(s) and the Performance guarantee will be forfeited and subject to such other remedies, as may be open to the General Manager (Region) under the terms of the contract. The contractor(s) may deposit the prescribed security in any of the prescribed forms.
- (b) The Corporation shall not be liable for payment of any interest on the performance guarantee or any depreciation thereof for the time it is held by the Corporation.
- (c) Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on obtaining a "No Demand Certificate" from the assigned authority of Food Corporation of India, the Performance guarantee will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Food Corporation of India against the contractor. The Food Corporation of India will not be liable for payment of any interest on the Performance guarantee.
- (d) In the event of termination of the contract envisaged in Clause X, General Manager (Region) shall have the right to forfeit the entire or part of the amount of Performance guarantee lodged by the contractor(s) or to appropriate the security for satisfaction of any sum due to be claimed for any damages, losses, charges, expense or cost that may be suffered or incurred by the Corporation.
- (e) The decision of the General Manager (Region) in respect of such damages, losses, charges, costs, or expenses shall be final and binding on the contractor(s).
- (f) In the event of the security being insufficient or if the security has been wholly forfeited,

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the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which any time thereafter may become due to the contractor(s) under this or any other contract with the Corporation, should that sum also be got sufficient to cover the full amount recoverable, the contractor(s) shall pay to the Corporation on demand the remaining balance due.

- (g) Whenever the performance guarantee falls short of the specified amount the contractor(s) shall make good the deficit so that the total amount of performance guarantee, shall not at any time be less than the specified amount.

X. LIABILITY OF CONTRACTOR(S) FOR LOSSES ETC. SUFFERED BY THE CORPORATION:

- (a) The contractor(s) shall be liable for all costs, damages, expenses suffered or incurred by the Corporation due to the contractor's negligence and the un workman like performance of any service under his contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of damages etc. and for all damages or losses occurred to the Corporation or in particular to any property or plant belonging to the Corporation due to any act whether negligent or otherwise of the contractor(s) themselves or their employees. The contractor(s) shall also be liable for the interest at commercial lending rate on costs/damages/ expenses. The decision of the General Manager (Region) regarding such failure of the contractor(s) and their liability for the losses, etc., suffered by the Corporation shall be final and binding on the contractor(s).
- (b) The Corporation is entitled to claim for any damages, losses, charges, costs, for expenses suffered or incurred by them due to contractor(s) negligence's and un workman like performance of services under the contract or breach of any terms thereof and adjust the same from the bills of the Contractor directly. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due to the contractor(s) under this or any other contract with the Corporation. In the event of the sum which may be due from the Corporation, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the contractor(s), as aforesaid, shall be deducted from the performance guarantee furnished by the contractor(s). Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed. The General Manager (Region) will be the sole judge for determining after taking into consideration all the relevant circumstances the quantum value of loss and also in regard to the liability of contractor(s) for such loss the amount to be recovered from them. The decision of the General Manager (Region) in this regard shall be final and binding on the contractor(s).
- (c) In the event of the default on the part of the contractor(s) in providing Security Guards personnel/and/or/their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfaction of the General Manager(Region) or any officer acting on his behalf , the General Manager(Region) shall without prejudice to other rights and remedies, under this agreement have the right to recover by way of compensation from the contractor a sum of rupees Five hundred per day of default as the General Manager(Region), in his absolute discretion and the decision of the General Manager(Region) on the question whether the contractor(s) have committed such default or have failed to perform any such service efficiently and are liable to pay compensation and as to the quantum of such compensation shall be final and binding on the contractor(s).

The personnel deployed by the Contractor/Agency shall be the employees of the Agency and shall neither claim not 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.

- (d) **Set-Off:**
Any sum of money due and payable to the contractor(s) (including performance guarantee returnable to them) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of or under any other contract made by the contractor(s) with the Corporation.
- (e) **Indemnity:**
The contractor shall defend, indemnify and hold FCI during and after in terms of the contract, harmless from and against any and all liabilities, damages, claims, fines, penalties, action, procedures and expenses of any nature arising or resulting the violation of any laws by the contractors or its personal or in any way connected with the acts, amenities, negligence, breach of this agreement and failure to perform obligations under this contract. The guards deployed by the security Agency 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 will be solely responsible towards verdict of the court, at its own cost. The security Agency is liable for expenses, loses and damages, if any, due to filing of any claim or suit or any such proceedings by the agency employees against FCI and FCI is entitled to deduct the sum from the pending or future bills of the security agency. 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 on part of service provider. FCI shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same is not intimated within a period of 90 days from the date of issue of invoice.

XI. BOOK EXAMINATION:

The contractor(s) shall, whenever required, produce or cause to produce for examination by the General Manager(Region) or any other officer authorized by him on his behalf any cost or other accounts, book of accounts, vouchers, receipts , letters, memorandums or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required by the statutory compliance/pavements made to EPF/minimum wages etc. renewed license any or all such documents desires by FCI General Manager(Region). The decision of the General Manager (Region) on the question of relevancy of any document, information or return shall be final and binding on the contractor(s). The contractor(s) shall produce the required documents, information and returns at such time and place, as may be directed by the General Manager (Region).

XII. PAYMENT:

- (a) The contractor shall make payment to the security Personnel employed by it as proper wage structure notified by the DGR Authority 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 contractors shall claim the same separately.
- (b) Payment will be made by the Divisional Manager of concerned Divisional Offices on submission of bills in triplicate, duly supported by attendance certificates issued by the Depot Manager or an Officer acting on his behalf, as the case may be and on production of proof of payment of EPF/Minimum wage/ESI and other statutory payments in r/o the personnel engaged in FCI. FCI will be at liberty to withhold the pending bills, Performance guarantee etc., and or any other payments due to the Tenderer. The contractor should submit all his/their bills by the seventh of the following month, payment of which will be made through Account Payee Cheque/RTGS/NEFT to the

contractor(s).

- (c) FCI shall not liable for payment of any interest on nay bill outstanding for payment.
- (d) The agency shall ensure that the invoice to be raised with FCI, is compliance with the provisions of the GST laws and contains the requisite details in an accurate manner for claiming of tax credits by FCI. FCI reserves the right to release the payment of GST amount only post matching of the invoice in GSTN system. This shall be ensured by agency that the invoice raised by him during a month is appropriately reported in the GST return of the said month.

XIII. LAW GOVERNING THE CONTRACT DISPUTE RESOLUTION:

All the local Acts prevailing in the State of Uttar Pradesh shall be applicable and binding on the contractor and for any breach he shall be liable for the same. The contractor has to follow the statutory rules and Act of the Central and State Government. The contract will be governed by the Laws of India for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of Law of competent jurisdiction. The courts in Lucknow shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XIV. DUTIES AND REPONSIBILITY OF THE CONTRACTOR(S):

- (a) The contractor(s) shall carry out all items of services assigned or entrusted to him / them by the General Manager (Region) or an officer acting on his behalf and shall abide by all instructions issued to him / them from time to time by the said Officer. They shall render the services to the satisfaction of the General Manager (Region) or an Officer acting on his behalf together with ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The contractor shall always be bound to act with responsible diligence and in a businesslike manner and to use such skill as expected of man of ordinary prudence in the conduct of their activities.
- (b) The contractor shall engage competent adequate staff and Security Guards personnel to the satisfaction of the General Manager (Region) or an Officer acting on his behalf. The contractor shall be responsible for the good conduct of their employees and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. The General Manager (Region) shall have the right to ask for the dismissal of any employee of contractors who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the contractors, their servants and agents of representative shall be final and binding on the contractors.
- (c) The contractors shall advise the General Manager (Region) and Officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representative(s) to call at the office of the General Manager(Region) or an Officer acting on his behalf, every day and generally to remain in touch with them to report the progress and generally to take instructions in the matter.
- (d) The contractors shall strictly abide by laws, Rules & Regulations and other statutory provisions in force.
- (e) The contractor shall provide verifiable proof that EPF/ESI has been deposited in respect of particular workers, working under the contractor who are working in FCI along with the EPF/ESI number issued by concerned authorities. A copy of ESI card should also be deposited with FCI within one-month period even in case of change of worker, failing which payment will be withheld as per terms of contract without prejudice to the other actions.
- (f) Police verification of the worker be submitted within a period of one month on entering into the contract. In the case of change of any worker, payment of wages for that worker

Signature of Tenderer

will be released only after submission of police verification.

- (g) If the party fails to comply with the statutory /legal requirement, as stipulated in the terms & conditions of the MTF within two months from the award of contract, his contract is liable to be terminated with one month's notice and performance guarantee be forfeited without prejudice to the other actions.

XV. 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 throughout the period of contract. The mere mention of any item of work in this contract this is not by itself confirm right on the contractor 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 contractors at any time viz. at the time of award of contract and/or during the tenure of contract of or any or all the services mentioned hereunder and to divide the work as between such contractors in any manner that the Corporation may decide and no claim shall be made against the Corporation by the Contractor by reason or such division of work. The contractor shall provide such number of security personnel whenever asked to do so without notice during day or night by General Manager (Region)/Security Officers acting on their behalf. The no. of guards may increase or decrease subject to requirement at any stage i.e. at the time of award of work & during any point of contract period.

APPENDIX-I

I. Name and address of the tenderer, e-mail id and contract Number:

Specify whether tenderer is Proprietary concern/Regd. Partnership firm/Company)	
Name(s) of Prop/Partner(s)/Director(s) along with Date of birth(s)	
e-mail id & Contact No.	
Address	

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.

Name, address of the Head Office & nature of business.	
Name & address of the Branch(es) and sister concern(s), if any.	

LIST OF DOCUMENTS ATTACHED

S. No.	Particulars	
(i)	Empanelment Certificate of DGR.	YES/NO
(ii)	Income Tax PAN No	YES/NO
(iii)	ESI/EPF Registration Nos.	YES/NO
(iv)	GST Registration No.	YES/NO
(v)	PSARA License for operation in the HP Region	YES/NO
(vi)	Scanned copy of all other documents as mentioned in Tender Documents ,its annexure, schedules.	YES/NO
(vii)	State whether you:-	
(a)	Have been black-listed by FCI or Govt/Quasi Govt. Organization or any Department?	YES/NO
(b)	If yes, Date of Black Listing	
(c)	Whether your contract has been terminated, EMD/SD/CPG forfeited by FCI/ Govt. Organization/PSUs or any other Department.	YES/NO
(d)	Date of termination of Contract/Forfeiture of EMD/SD	
(e)	Whether Proprietor/Any of the Partner/Any of the Directors have been convicted and sentenced to imprisonment by a Court of Law?	YES/NO
(f)	If yes, for how many years?	

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

Signature of Tenderer

PRICE BID

Tender No.....

Date:.....

From:-

.....
.....

To
The General Manager (Region)
Food Corporation of India,
Regional Office, Lucknow (UP)

Dear Sir,

1. I/We, hereunder quote percentage rates for appointment as Security Contractor for providing security services at FCI Offices/Depots.
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 @..... % on Minimum wages 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 inclusive of 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 for reimbursement from FCI, 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)

Signature of Tenderer