

**THE FOOD CORPORATION OF INDIA
REGIONAL OFFICE; RAJENDRA BHAWAN
RAJENDRA PLACE; NEW DELHI.110008**

BY REGD.POST ACKNOWLEDGEMENT DUE

Tender no. FCI/RO/Pvt.Security Guards/2010-11

Dated _____

NON TRANSFERABLE, THE TENDER IS ISSUED IN DUPLICATE ONE COPY SHALL BE RETAINED BY THE TENDERER.

Receipt no. _____

Dated _____

Cost Rs. 500/- (Rupees Five hundred only)

A. INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR PROVIDING SECURITY SERVICES AT DIFFERENT FCI UNITS TO CONTROL IN DELHI.

Tender Sl.No. _____

Last date for sale of tender upto 12.00 P.M. on 27-01-2010

Last date for receipt of Tender upto 4, 30 P.M.on 27-01-2010

B. Technical bid of the tender will be opened at 5.00 P.M. on 27-01-2010

NOTE: If the date fixed for opening the tender 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.

C. Price Bid of only technically qualified Tenderer shall be opened with intimation.

D. The General Manager(Region),Food Corporation of India, Regional Office, New Delhi for on behalf of Food Corporation of India reserve the right to reject any or all tenders without assigning any reason.

NOTE;

1. General Manager (Region), Food Corporation of India, Regional Office, Rajendra Bhawan, Rajendra Place, New Delhi may at his discretion, extend this date by a month and such extensions shall be binding on the Tenderer.

2. If the date up to which the tender is opened for acceptance is declared to be the holiday, the tender shall be deemed to remain open for acceptance till the next following day.

3. The pre-bid briefing will be held in the Food Corporation of India (FCI) in the office of General Manager (Region) on 27-01-2010 at 4.00 P.M. where in the instructions and the manner in which the tenders are to be submitted and the rates to be quoted will be explained to Tenderers who wish to be present may do so at their cost and expenses, at the fixed dates, times and venue, before submitting the tender documents.

Signature of Tenderer

Telegraphic address EFCEEAYE

Telephone no. 25710962,63,64
25768007, 25719284,
Fax no. 25768006, 25860201.

TECHNICAL BID

From:-

The General Manager (Region) Food Corporation of India, Regional Office, Rajendra Bhawan ,Rajendra Place, New Delhi.110008.

To

S/Shri _____

Dear Sir,

For and on behalf of the Food Corporation of India(here-in-after called the Corporation).The General Manager(Region),Food Corporation of India, Regional Office, New Delhi invites tenders under two bid system from registered with Directorate of General Resettlement(DGR) contractors/agencies having three years experience and expertise in providing security services to Central Govt. St ate Govt. PSU and large Pvt. Companies for providing Security to FCI properties and personnel etc. at FCI Regional/District Offices and Depot Offices of the Corporation in and around Delhi for a period of one year extendable for a further period of one year on mutual consent on same rates, terms and conditions.

A. Place of operation

The words in and around Delhi in these presents shall mean and include the area in which Regional/District Offices and Depot Offices are situated.

NOTE': Notwithstanding the number of the existing offices/depots and those expected to be contract acquired during the contract period, the Corporation may during the currency of the contract, takeover/acquire/contract /construct more offices/depots for its use as and when necessary. Alternatively, it may also be necessary for the Corporation to give up of release one or more offices/depots out of those the description of which is given in these documents of 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/depots.

B. Brief description of works:-

The contractor shall provide security services by providing Chowkidars at different places in the offices of Corporation through out the state of Delhi 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 shall ensure safety of properties and personnel of the Corporation at FCI Region/District Offices/Depots by deploying Chowkidars round the clock in three shifts of eight hours.

Signature of Tenderer

The tenderer must get themselves fully acquainted with size and location of offices/depots before submission of tender and rates quoted by them.

C. Volume of work:-

1. Contractor shall formulate and submit a security plan on the basis of the criteria indicated in Annexure. A.

In case the rates are quoted in a manner other than mentioned in Annexure. A. and price Bid the tenders are liable to be ignored. The tenderers should not incorporate any condition in the tender as conditional tenders will be 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' and instructions to the tenderers and given in this tender form and its Annexures and appendices.

3. The instructions to be followed for submitting the tender are set out below:

(a) Information about tenderers: The tenderer must furnish full, precise and accurate details in respect of information asked for in Appendix. I attached to the technical bid form of tender.

(b) Signing of tenderers.

(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/Managing Director, etc. of a limited company. In the case of partnership firm the name of all the partners should be disclosed and tender shall be signed by all the partners or their duly constituted attorney having authority to bind all the partners in all matters pertaining to the contract. In the case of Hindu undivided family, the name of the family members should be disclosed and the karta who can bind the firm should sign the form and indicated his status below his signatures.

(ii) The person signing the tender form or any documents forming part of the tender on behalf of another or on behalf of firm shall be responsible to produce a valid power of attorney duly executed in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney his tender shall be liable to summarily rejection without prejudice to any other right to the Corporation under the contract. The power of attorney shall be signed by all the partners in the case of partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signatures can bind the company in the case of limited concern. In case of Hindu undivided family the power of attorney should be signed by the karta who by his signatures can bind the firm. The person(s) signing the document shall duly sign every page of the Tender document.

EARNEST MONEY:

Each tender must be accompanied by an earnest money of Rs.1,20,000/- (Rupees One Lac twenty thousand only) in form of Demand Draft or Scheduled Bank in favour of Food Corporation of India, payable at New Delhi. Technical bid not accompanied by earnest money shall be summarily rejected.

Signature of Tenderer

The earnest money shall be liable to forfeiture if the tenderer after submitting his tender resiles from or modifies his offer and or the terms and conditions thereof in any manner even if corporation has not suffered any loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of tenderers failures to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful tenderers without interest as soon as practicable after decision on tenders and to successful tenderer after he has furnished a security deposit, the successful tenderer does not desire the same to be adjusted towards the security deposit, no interest shall be payable on the amount of earnest money in any case.

5. SECURITY DEPOSIT:

(a) The successful tenderer shall furnish within a week of the acceptance of his tender a security deposit of Rs.3,00,000/- (Rupees Three lac only).The successful tenderer shall, however, have the option to pay 50% of the security deposits within the above mentioned period and remaining 50% by deduction @ 5% from each admitted bill for personnel supplied under the contract.

(b) i) The security shall be deposited in favour of the Food Corporation of India, New Delhi in any of the forms mentioned in Appendix.II.

ii) The security deposit furnished by the tenderers would be subject to the terms and conditions given in the Annexure of this tender and the Corporation will not be liable for payment of any interest on security deposit or any depreciation thereof.

iii) The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filed or registered with the public Debt office.

iv) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and fresh security deposit will be required to be furnished.

6. DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER.

A) No documents are to be enclosed with Price Bid. Earnest money together with the self attested copies of the following documents is to be annexed with Technical Bid only.

Document. I Valid license for running of Security services agency and requisite registration Certificate under various statutory provisions of labour R&A Act employees Provident fund and Miscellaneous Provision act and Directorate of General Resettlement (DGR).

Document.II Work experience certificate and work presently in hand including details of establishments where the firm has provided the Chowkidar in the past 3 years, including nos. of Chowkidar supplied to each unit and the value of contract along with documentary proof.

Document.III. Latest police verification certificate in respect of security personnel of the contractor.

Signature of Tenderer

Document.IV Attested copies of Power of Attorney, if relied upon.

Document.V. Income Tax Pan No. of firm.

Document. VI Attested copies of partnership deed/copy of Memorandum and articles of association.

Document VII Property details of the partners/firms/establishment.

Document.VIII Name and addresses of all the Partners/Directors/Proprietors as the case may be.

Document .IX. ESI/EPF registration no.

Document.X. Name of Bankers: Copies of the IT returns for last three years.

Document.XI Earnest money deposit.

Document.XII All other documents mentioned in NIT, tender documents, its annexure/schedules.

B) The tenderers should submit both the tender bid .i.e. Technical bid and Price Bid in separate sealed envelopes and finally sealing them under one cover including invitation to tender intact, without detaching any page or pages, dully filled in completed and signed on each page of tender form.

7. DELIVERY OF TENDERS:

a) The technical bid and price bid shall be submitted in separate sealed envelopes being clearly subscribed as TECHNICAL BID AND PRICE BID. Both these envelopes containing the Technical bid and price bid will finally be put in double sealed envelope. The inner envelope being superscribed as Tender no.FCI/RO/Pvt.Sec.Guards/2010-11 at FCI, Regional/District Offices/Depots. The out cover shall be addressed to the General Manager (Region), FCI, RO. New Delhi without any indication that a tender is contained inside. Tenders which do not comply with these instructions shall be summarily rejected. Out station tenderers are advised to send their tenders by Registered Post.

b) Technical bid shall be accompanied by earnest money of Rs.1, 20,000/- by way of demand draft of scheduled bank in favour of Food Corporation of India.

c) All credentials, documents and copies of certificate /information called for would be submitted as per tender paper with the technical bid.

d) The technical bid only shall be opened first, on the due date and time specified in the presence of the tenderer or their authorized representatives, who may remain present. The pride bid of only those tenderers shall be opened whose technical bid are found to be acceptable. The time and date of opening of price bid shall be fixed and intimated to them.

e) Scrutiny of the technical bid shall be done by General Manager (Region) in consultation with departmental committee or any agency as deemed necessary by them. Necessary clarification if any required by the Corporation shall be furnished by the tenderer within the

Signature of Tenderer

time given by the Corporation for the same. The Corporation is at liberty to verify any or all documents submitted by the tenderers, even by referring to third parties.

f) It should be clearly understood by the tenderers that no further opportunity shall be given to them to modify or withdraw any stipulations at any stage of the contract.

g) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasers or over writing will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

OPENING OF TENDERS

8. The technical bid will be opened in the office of General Manager (Region), FCI, RO. New Delhi at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

CORRUPT PRACTICES

9. Any bribe, commission advantage offered or promised by or on behalf of the tenderer to any officer or servant 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 or on behalf of the tenderers will also make his tender liable to rejection.

INTERVIEW AND ACCEPTANCE OF TENDER

10. The tenderers should be prepared to proceed to FCI, RO. New Delhi at their own expenses and without any obligation, if called upon to do so, for an interview by the General Manager (Region), Food Corporation of India Delhi Region, New Delhi or an officer authorized to act on their behalf from Food Corporation of India, New Delhi, as the case may be at their own expenses. The General Manager (Region), Food Corporation of India, Regional Office, and New Delhi 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 him to accept the lowest or any tender. The successful tenderer will be advised about the acceptance of his tender by a letter/telegram or formal acceptance of tender.

Yours faithfully,

Asstt. General Manager (Security)

Signature of Tenderer

TERMS & CONDITIONS COVERING CONTRACT FOR SECURITY SERVICES AND SUPPLY OF CHOWKIDARS

1. 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 the "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 terms General Manager (Region) shall mean the General Manager (Region) under Food Corporation of India whose administrative jurisdiction the Food Corporation Officers 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 "Contractor" shall mean and include the person or persons, 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 terms "Contract Rates" shall mean the rate of payment accepted by the General Manager(Regions) for and on behalf of the Food Corporation of India.
- f) The terms "Worker" shall mean Chowkidar personnel.

II. PARTIES TO THE CONTRACT

- a) The parties to the contract are contractors and the Food Corporation of India represented by the General Manager (Region).New Delhi and/or any other person authorized to act on behalf of the Corporation.
- b) The person signing the tender or any other document(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.

Signature of Tenderer

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 declare whether they are sole proprietary concern or registered partnership Firm of Private Limited Company or a Public Limited Company incorporated in India or Hindu Undivided Firm. The composition of the partnership, names of Directors or companies and name of the karta of Hindu undivided Family 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 contractor and those acts shall be binding on the contractor(s).

b) The 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 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 contractors 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 respects and the responsibilities/obligations under contract labour(R&A). Act.1970, the Indian Factory Act the Workmen compensation Act" Employees Provident Fund Act, and under" 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 and workmen compensation act, EPF MP Act, ESI Act or any other statutory/provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the contractor shall co-ordinate with ESI authorities to get the family treatment card for security guards.

Signature of Tenderer

a) The contractors shall during the period of contract pay not less than minimum wages to the Chowkidar 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 returns 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, New Delhi. The Contractor shall also make available such returns/records for inspection by RPF/any officers authorized by FCI. The contractor shall maintain necessary record and registers like wages book and wage slip, etc. register of unpaid wages register of fines and deductions given by the particulars as indicated in Appendix.III.

General Manager (Region) reserves the right to withhold 20% of 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 labour 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) The relieving charges will be payable for the Post (Chowkidars) which are engaged for all the days in a month because the minimum wages in payable for 26 working days where four/five holidays are allowed.
- ii) Chowkidars 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. iii) The Agency will be directed to ensure that no Chowkidar is required to discharge duty for more than 8 hours.

(c) WASHING FACILITIES:

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

(d) FIRST AID FACILITIES:

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

Tenderers whose tender is accepted by the Corporation shall immediately apply license to the prescribed licensing authority..... 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 Rule-32 of the relevant Rules in cases where he intends to employ more security personnel in number than that mentioned in the regular license for short durations not exceeding 15 days. The contractors shall also renew the regular license at least two months before expiry of the regular license. The contractors shall also renew the regular license at least two months before expiry of the regular license. The contractor shall make an application through the principal employer (FCI) for renewal of the regular license at

Signature of Tenderer

least two months before expiry of the regular license. The contractor shall also get the temporary license renewed whenever necessary through the principal employer. 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 Manger (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 on FCI out of the contract; FCI is entitled to recover the same from the bills of contractor.

- (e) The contractors, in compliance of the contract labour (R&A) Act, shall also provide facilities such as Canteen, latrines, urinals, rest room etc. Any expenses incurred by principal employer for providing the facility will be recovered from the contractor.

VII. PERIOD OF CONTRACT:

The contract shall remain in force for all purpose for a period of one year extendable on mutual consent for further period of one year on same rates, terms & conditions or such later date as may be decided by the General Manager (Region) 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, New Delhi under this clause shall be final conclusive and binding on the contractors and shall not be called in question. The contractor shall ensure that statutory working hours also in no case should employees the Chowkidar 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 of 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.
- (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 contact forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/or forfeit the security deposit 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 uncorked like performance of any of the service of the services under the contract.

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- (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 GM(R) or an Officer acting on his behalf. If the contractor fails to supply the requisite number of security personnel's, the GM(R) shall at his entire discretion, without terminating the contract be at liberty to engage other security personnel 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 GM(R) shall be final and binding on the contractor(s).

IX. SECURITY DEPOSIT:-

- (a) The contractor(s) shall furnish within seven days from the acceptance of their, security deposit as prescribed in the invitation to tender failing which the contract shall be liable for cancellation at the risk and cost of the contractor(s) and the EMD will be forfeited and subject to such other remedies, as may be open to the GM(R) under the terms of the contract. The contractor(s) at his/their option may deposit 50% of the prescribed security in any of the prescribed forms at the time of the award of the contract while the balance 50% may be paid by deduction @ 5% from admitted bills of the contractor(s).
- (b) The security should be deposited in prescribed forms given in the Appendix-II.
- (c) The Corporation shall not be liable for payment of any interest on the security deposit or any depreciation thereof for the time it is held by the Corporation.
- (d) The security deposit will be refunded to the contractor(s) without interest on due and satisfactory performance of the services and on completion of all obligations by the contractor(s) under the terms of the contract and on submission of a 'No Demand Certificate' subject to such deduction from the security as may be necessary for making the Corporation's claims against the contract. The 'No Demand Certificate' is also required to be submitted from RPFC.
- (e) In the event of termination of the contract envisaged in clause-X, GM(R) shall have the right to forfeit the entire or part of the amount of security deposit lodged by the contractor(s) or to appropriate the security satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.
- (f) The decision of the GM(R) in respect of such damages, losses, charges, costs, or expenses shall be final and binding of the contractor(s).
- (g) In the event of the security being insufficient or if the security has been wholly forfeited, 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.

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- (h) Whenever the security deposit falls short of the specified amount the contractor(s) shall make good the deficit so that the total amount of security deposit, 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 unworkman like performance of any services 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 the commercial lending rate on costs/damages/expenses. The decision of the GM(R) regarding such failure of the Contractor(s) and their liability for the losses i.e. 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, or expenses suffered or incurred by them due to contractor(s) negligence and unworkman 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 security deposit 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 Chowkidar/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 one 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).

Signature of Tenderer

- (d) **SET-OFF:** Any sum of money due and payable to the contractor(s) (including security deposit 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, actions, 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.
- (f) **NO WAIVER OF RIGHTS:** Neither the inspection by the FCI or any of their agents, nor any order by FCI for payment or any payment for or acceptance of, the article or any part of the work shall operate as a waiver of any provisions of this contract.

XI. BOOK EXAMINATION:

The contractor(s) shall, whenever required, produce or cause to be produced 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 writings 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 Statutory compliance/payments made to EPF/Minimum wages etc., renewed license any or all such documents desires by FCI, GM(R). The decision of the GM(R) 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 as at such time and place, as may be directed by the GM(R).

XII. PAYMENT:

- (a) Indicative list of statutory payments to be made in respect of personnel employed by the contractor under this contract are as under:-
 - (i) Minimum wages, (Minimum wages are applicable for Chowkidar under unskilled category whereas Head-Chowkidars minimum wages are applicable under non-matriculate category as duly notified by State of Delhi from time to time, as the case may be).
 - (ii) EPF
 - (iii) ESI
 - (iv) EDLI
 - (v) Relieving charges
 - (vi) Service tax.
 - (vii) Such other statutory charges, if any.

The above list-of statutory payment is only indicative and not exhaustive. The contractor shall abide by all statutory provisions applicable to the contract and make all necessary statutory payments. On the production of proof of statutory payment, Corporation will consider to reimburse the same subject to the conditions of the contract.

Signature of Tenderer

- (b) Payment will be made by the General Manager (Region.) on submission of bills in triplicate, duly supported by attendance certificates issued by the General Manager (Region.) 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.
- (c) The contractor should submit all his/their bills by the seventh of preceding month, payment of which will be made through Account Payee Cheque to the contractor(s).

XIII. LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION:

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 court in' Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

XIV. DUTIES AND RESPONSIBILITY 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 be 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 diligences and in a business like manner and to use such skill as expected of men or ordinary prudence in the conduct of their activities.
- (b) The contractor shall engage competent adequate staff and Chowkidar 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 of 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 representatives will be final and binding on the contractors.
- (c) The contractors shall advice the General Manager (Region) and officers authorized to act on his behalf, the name of one or responsible representatives authorized to act on their behalf in day to day working of the conduct. It shall be duty of such representatives to call at the office 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.
- (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 also is deposited with FCI within one month period even in case of change of worker, failing which payment will not be released subsequently for the aforesaid period, without prejudice to the other actions.

Signature of Tenderer

- (f) Police verification of the worker is submitted within a period of one month on entering in to the contract. In the case of change of any worker, payment of wages for that worker 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 security deposit be forfeited and in his place, second lowest/third lowest will be kept as back up to immediately to replace the terminated agency.

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 through out 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 is 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 and/or 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 Chowkidar personnel whenever asked to do so at short notice during day or night by General Manager (Region)/Security Officers acting on their behalf.

Signature of Tenderer

ANNEXURE-A
(See at 'C' of Technical Bid)

Tender No.FCI/RO/Pvt. Security Guards/2010

Date:

TERMS & CONDITIONS COVERING CONTRACT FOR PROVIDING SECURITY SERVICES BY SUPPLY OF CHOWKIDAR/HEAD CHAWKAR AT FOOD CORPORATION OFFICES/DEPOTS RESIDENTIAL FLATS.

1. Security contractors will provide Chowkidar arrangements for the round the clock. Security of FCI property and personnel etc. belonging to Food Corporation of India at any place as per request in writing by Food Corporation of India. The contractor shall ensure the safety and security of the FCI personnel and properties in FCI Region/District Offices/Depots, Delhi by deploying guards in three shifts.
2. The security contractors will undertake to provide the armed/unarmed) personnel to the Food Corporation of India and the security contractors will be directly responsible for payment of their salaries not less than the rates of minimum of wages notified by the appropriate Authorities from time to time.
3. The contractor shall quote his service charges for providing the security services on the percentage rate on minimum wages applicable on the date of award of contract. The contractor is not entitled to claim any enhancement of rates on any account during the tenure of the contract.
4. In case the minimum wages revised upward, the contractor is not entitled for any revision' of his service charges. It is understood and expressly agreed that the contractor will provide the security services to the corporation at the quoted percentage on the minimum wages applicable on the date of award of the contract.
5. The minimum wages are applicable for Chowkidars under unskilled category whereas for Head Chowkidars, minimum wages are applicable under non-matriculate category as notified by Govt. of Delhi from time to time.
6. The Food Corporation of India shall have no right/obligation to employee directly or indirectly any personnel introduced by the Security contractor.
7. In case of any negligence, connivance or direct/indirect involvement of any personnel deployed by Security contractors for security and safety of the property of the Food Corporation of India or/there being occurred any theft, pilferage, misappropriation, bungling of stocks/store or any other loss to Food Corporation of India's property for whatsoever reason the security Contractor will be responsible and liable to compensate the losses as evaluated by the General Manager (Region.), Food Corporation of India or any other authorized officer of the Corporation; The decision of the General Manager (Region.), Food Corporation of India, New Delhi or any other authorized officer of the Food Corporation of India shall be final and binding on Security contractor. .
8. The security contractor shall be responsible for leave, uniforms, ESI, EPF, EDLI, Bonus and other fringe benefits to the Chowkidar provided to FCI and also abide by its rules and Regulations, Acts etc. as applicable from time to time under various Statutory enactments and FCI will have no liability whatsoever on this account.

Signature of Tenderer

9. If, FCI considers that the replacement of a particular Chowkidar personnel supplied by the Security contractor is necessary, this will be done by the security contractor on receipt of the written request from the FCI.
10. The FCI will not be responsible in any respect with regard to service conditions, salaries and conduct of the personnel provided by the Security contractor. The Security Contractor will be the employer of the Chowkidar personnel and the FCI will have no concern/liability whatsoever in respect of their service.
11. The Chowkidar personnel provided by the security contractor shall have no lien or claim in any manner on FCI after their services are no more required by the FCI or during their deployment. In case, the Chowkidar personnel resort to litigation in any court for any reason, the security contractor will be solely responsible towards verdict of the court, as is own cost. The security contractor is liable for expenses, losses and damages, if any, due to his employees, filing not any claim or suit or any such proceedings against FCI and FCI is entitled to deduct the sum from the pending or future bills of the security contractor.
12. The Chowkidar personnel of Security contractor will not take part in an activity of FCI employee's Union! Association as well as visitors.
13. Only trained and experienced Chowkidar personnel will be supplied to the FCI. The contractor shall also provide the nominal role of the Chowkidar personnel along with their photographs to the FCI. The character/antecedents verification of Chowkidar personnel so engaged will be got carried out by the contractor to the satisfactions of FCI at the cost of Security contractor from the concerned police authorities within one month of their engagement and each Chowkidar will be provided. with an identity card by the security contractor which will be countersigned by the concerned Security Officer which will have to be shown by them on demand by any of the officer/staff of the FCI
14. The Chowkidar, personnel engaged by the Security contractor will help to deal with the anti social elements, bad character and will also provide protection to FCI staff/officer while on duty at FCI Offices/depots.
15. The Security contractor will pay the wages/advances and any other payments regularly to the Chowkidar personnel deployed in the presence of an officer/official deputed by General Manager (Region.) or any other officer of the corporation as the case may be. A copy of the Acquittance Roll will be retained by General Manager (Region)
16. The contractor is liable to provide his own personnel and can not take over the existing personnel if any of the erstwhile contractor. Upon termination of the contract, the 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 contractor.
17. The contractor should rotate his personnel provided to FCI every month.

Signature of Tenderer

TENDERER'S:-

i) Telephonic Address: _____

ii) Telephone No. (if available) _____

Signature of Tenderer

ANNEXURE-B
(See at 1. of items of tender)

LIST OF OFFICES/DEPOTS WHERE CHAWKIDAR ARE TO BE PROVIDED

1. Regional Office, Rajendra Bhawan, Rajendra Place, New Delhi-110008.
2. District Offices, Mayapuri/Shaktinagar.
3. All depots i.e.:-
FSD, Mayapuri,
FSD CTO,
FSD Okhla,
FSD, Shaktinagar
FSD Ghevra
FSD Narela.

Signature of Tenderer

:
Tender No.FCI/RO/Pvt.Security guards/2010-2011
APPENDIX-I

Dated: -----

(See at Sl.No.3 of Technical Bid)

1. Name, date of birth and address of the tenderer and telegraphic address:

II. COMPOSITION OF TENDERER:

It should be stated whether the tenderer is a Hindu joint family business proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Directors, Proprietors, Karta of joint Family should be given. It should be certified that there are no undisclosed partners. In the case of Limited Companies, the authorized and paid up capital should be stated.

III. BUSINESS IN WHICH THE TENDER IS EMPLOYED

The nature of business in which the tenderer or partner'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.

IV. EXPERIENCE OF WORKING:

Full particulars should be given if the tenderer has worked as a Security contractor of the Central Govt. State Govt. or Public/Private Companies. The period for which the work has been done should be clearly indicated. The tenderers should indicate clearly whether they are working as contractors on behalf of any departments of Central or State Governments or Railway etc. certificate of experience for preceding 3 years to be enclosed.

- V. (A) Whether entered into any contract with FCI earlier (if yes, given details):
(B) Whether EMD/Security deposit of the contractor has been forfeited by FCI Central/any PSU/State Govt.
(C) In case, the firm is black listed by any authority of Govt. of India, the same may be intimated to the Corporation.

NOTE: The tenderer who's EMD/SD has been forfeited or black listed by the Govt. of India will not be qualified.

VI. The name of the Bank or the Banks and the branches with which the tenderer has dealings and who can certify the tenderers financial status should be given and necessary certificate to this effect

VII. Duly audited P& L account of proceeding three years

VIII. Details of credit limit charged.

IX. Income Tax Pan No.

X. Details of immoveable properties:

- a) Type of Properties:
b) Identification No. with address:
c) Owned in the name of:
d) Title Deed & Document No.:
e) Mortgage/lease incumbencies on the property:

XI. List of participants/Directors.

Signature of Tenderer

APPENDIX-II
(See at IX of the terms & conditions)

The security deposit shall be furnished in any of the following forms:

Forms of Security	Conditions
Demand Draft of the State Bank of India or its subsidiary banks viz., State Bank of Travancore, State Bank of Mysore, State Bank of Saurashtra and Demand Drafts issued by any scheduled Bank.	Corporation will not pay any interest on The Security deposit held in the form of Cash/Demand drafts, the D.D. should be drawn in favour of Food Corporation of India.

APPENDIX-III
(See at VI (a) of the terms & conditions)

FORM - 1

REGISTER OF FINES/WAGE BOOK/WAGE SLIP/UNPAID WAGES/DEDUCTIONS IF ANY OTHERS:

Sl. No.	Name	Father's/ Husband's Name	Sex	Department	Nature & date Of the Offence For Which Fine Imposed	Whether Workman Showed Cause Against Fined Notice Serious date	Rate Of Wages	Date & Amount Of Which Fine imposed	Date On Which Fine Released (remarks)
1	2	3	4	5	6	7	8	9	10

Signature of Tenderer

Appendix-III

Name and address of contractor.....
 Name and address of Establishment in/under which contract is carried on.....
 Name and location of work.....
 Name and address of Principal Employer.....

The Employees Provident Funds Scheme 1952 Form 6
 The Employees Provident Funds Scheme, 1952
 and

The Employees Family Pension Scheme 1971 Paragraph 15(4)
 Return of contribution Cards sent to the Commissioner on the expiry of the period
 Currency from the 19, to the.....19.....
 Name and address of the Factory/Establishment.....
 Code No. of the Factory/Establishment.....

Sl.No.	Account No.	Name of the member(in block capitals)	Total Employer's Contribution.	Total Member's Contribution.	Amount Refunded.	Remarks
1	2	3	4	5	6	7
			Rs.	Rs.	Rs.	

Number of Cards Sent.....
 Signature of the employer or other
 Authorized officer of Factory
 Establishment
 Date.....
 Stamp of the Factory/Establishment.

Form 6A

THE EMPLOYEE'S PROVIDENT FUND SCHEME 1952
(Paragraph 38(3))
Consolidated Annual Contribution Statement

Amount of Contribution for the currency statutory rate of contribution %
 From..... to..... No. of members voluntary
 at a higher rate
 No. of the Factory/Establishment.....

Sl. No.	Account No.	Name of the Member in Block capital.	Wages Retaining Allowances (if any) and D.A. including cash value of land Concession Paid during The currency	Worker's Contribution.	Employer's Contribution.	Refund of Allowances	Rate of Higher Voluntary Contribution If any.	Remarks
1	2	3	4	5	6	7	8	9

Total Rs. Rs. Rs. Rs.
 (Admn. charges Rs.. Aggregate of () Cols.5-6-7 Rs.
 at 0.37% of wages) Contribution ()

Substituted Form 6 by CSR 1300 dated 19th Sept. 1962
 Substitute for Rs... P" by the Employees Provident Funds (Third Amendment) Scheme.
 w.e.f. 1.4.1983

Inserted Form 6A by CSR

dated 28th Sept. 1968

Signature of Tenderer

Form "XXI"
(See Rule 78 (1) (c) (ii))
Register of Fines.

The Contract Labour (Regulation and Abolition) Central Rules 1971 Form XXIII

Sl. No.	Name of Workman	Father's/Husband's Name	Designation /Nature of Employment	Act/Omission for which fine imposed	Date of offence	Whether Workman Showed Cause Against Fine	Name of Person in Whose Presence Employee's Explanation Was heard
1	2	3	4	5	6	7	8

Wage period and Wages payable	Amount of fine imposed	Date on which fine realized	Remarks
9	10	11	12

Form "XX"
(See Rule 78(1)(e) (iii))
Register of Deductions for Damage or Loss

Name and address of Contractor.....

Name and address of establishment in/under which contract is carried on.....

Name and location of work.....

Name and address of Principal Employer.....

Sl.No.	Name of workman	Father's Husband's name	Designation/nature Of employment	Particulars of damage or loss	Date of damage or loss.	Whether Workman showed Cause against deduction.
1	2	3	4	5	6	7

Name of person in whose presence Employee's Explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks.
			First Installment	Last Installment	
8	9	10	11	12	13

Signature of Tenderer

Form " XXII "
(See Rule 78(1)(a) (ii))

Register of Advances

Sl.No.	Name	Father's/ Husband's Name	Nature of employment/ designation	Wage period and wages payable.	Date and amount of advance given	Purpose(s) For which advance made
1	2	3	4	5	6	7

No. of installment by which advance to be repaid	Date and amount of each installment repaid	Date on which last installment was repaid	Remarks.
--------------------------------------------------------	-----------------------------------------------	----------------------------------------------	----------

Signature of Tenderer

PRICE BID

To
 The General Manager (Region)
 Food Corporation of India,
 Regional Office,
 Rajendra Bhawan,
 Rajendra Place, New Delhi-110008

Dear Sir,

I/We, submit the sealed price bid for appointment as ----- Contractor at FCI

2. I/We thoroughly examined and understood instructions to tenders, terms & conditions of contract given in the invitation to tender and those contained in the general conditions of contract and its appendix and agree to abide by them.

3. I/We hereby offer to provide security services at the following percentage of service charges on the basic minimum wages notified by the State of Delhi as the case may be, applicable at the time of award of the contract. I/We undertake that I/We are not entitled to claim any enhancement of rated on any account during the tenure of the contract.

(i) Chowkidar wages. @.....% age of minimum wages.

Any rates quoted in any other manner then the above will be summarily rejected. In case the minimum wages is revised upward, the contractor is not entitled for revision of his service charges. It is understood and expressly agreed that the contractor will provide the security services to the Corporation at the quoted percentage on the minimum wages applicable on the date of award of the contract, throughout the tenure of the contract.

(ii) I/We under take to make payment of their salaries as per rates notified by appropriate State Authorities from time to time and our aforesaid quoted percentage/Service charges will be payable on basic M.W. only and will remain same during the currency of the contract.

(iii) I/We undertake to take responsibility of statutory liabilities such as minimum wages, EPF & ESI, EDLI etc. and will charge as per actual contribution made to concerned authorities against documentary proof and no service charges/Admn. Overhead will be payable on these contribution.

(iv) 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 wages of Chowkidar accepted by FCI.

I/We agree to keep the offer open for acceptance up to and inclusive of-----
 -----and to the extension of the said date by month in case it is so decided by the General Manager (Region)

(v) Any upward revision in the basic minimum wages/statutory payments, contractor is entitled to the same, only if he satisfies the Corporation that the same is passed on to his personnel engaged by him and not other wise

Signature of Tenderer

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 up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.

5. As required, no documents are being enclosed with price bid. Demand draft No.....dated.....on the State Bank of India for a sum of Rs.....(Rupees.....) in enclosed with the technical bid as earnest money in the event of my tender being accepted. I/We agree to furnish a security deposit as follows (here indicate the manner in which security is deemed to be furnished).

6. I/We do hereby declare that the entries made in the tender and appendixes/schedules attached with Technical Bid are true and also that I/We shall be bound by the act of my/our duly constituted attorney, Shri.....whose signatures are appended hereto in the space as specified for the purpose and of any other person who in future may be appointed by me/us in his stead to carry on the business of the concern whether any intimation of such change is given to the General Manager(Region), FCI, Regional Offices, or not.

Yours faithfully,

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

Signature of Tenderer