Table of Content	Page No.
SECTION 1:Introduction and Invitation Proposal	1-2
SECTION 2:Instruction to Applicants	3-6
SECTION 3:Scope of work	7-8
SECTION 4:Eligibility Criteria	9-10
SECTION 5:Financial Bid	11-12
SECTION 6:General Terms &Conditions	13-14
SECTION 7:Special Terms &Conditions	15-19
SECTION 8:Instructions for Online Bid Submission	20-24

SECTION 1: INTRODUCTION AND INVITATION FOR PROPOSAL

Ref. No. PO/SML/E-TENDER/57(B)/2017 **July 08, 2017**

Government of India
Ministry of External Affairs
Regional Passport Office, Shimla

.....

Subject: Tender notice for hiring of outsourcing of Security Services for **Providing round the clock Security** at Regional Passport Office, Shimla, Railway Board Building, The Mall, Shimla.

On behalf of the President of India, E-Tenders are invited under "Two Bid System" i.e. Technical Bid (Pre- qualification) and Financial Bid from reputed, experienced and financially sound Security firms/Agencies for **Providing round the clock Security** at Regional Passport Office, Shimla/ Ministry of External Affairs initially for a period of one year. The contract may be extended for another one year in case services rendered by the company/firms are found satisfactory and subject to approval of the competent authority in the Ministry of External Affairs. Number of securities may be increased or decreased as per requirement of the RPO, Shimla.

2. The tender is two bid systems. The technical bid and financial bid should be furnished separately in sealed envelopes (A-4). Technical Bid should contain documents relating to eligibility of the contractor. EMD enclosed with Financial Bid of only those bidders will be opened who are found eligible after opening of the Technical Bid. Received Sealed quotations will be opened in the presence of the Proprietor or authorized representative of the Agencies. Regional Passport Officer will have the absolute authority to reject the incomplete tenders at any stage.

3. CRITICAL DATE SHEET

Published date	**10.07.2017**
Bid document download/ sale start date	**11.07.2017**
Clarification start date	**11.07.2017**
Bid submission start date	**11.07.2017**
Pre bid meeting	**03.08.2017**
Clarification end date	**03.08.2017**
Bid document download end date	**04.08.2017**
Bid submission end date	**04.08.2017**
Technical bid opening date	**04.08.2017**
Financial bid opening date	**04.08.2017**

4. Tender document can be downloaded from Ministry's website http:/www.passportindia.gov.in and CPPP portal site http:/eprocure.gov.in/epublish/app. Tenderers who download the tender from the Central Passport Organization website http:/www.passportindia.gov.in or Central Public Procurement Portal (CPP) website http:/eprocure.gov.in/epublish/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned for future.

SECTION 2: Instructions To Applicants

Submission of Proposals

The proposal must be submitted online on CPP Portal (http://eprocure.gov.in/publish/app).

1. **Validity of Proposal: 120 days,** Regional Passport Office, Shimla reserves the right to reject a proposal valid for a period shorter than 120 days as non-responsive.

2. **Right to Accept or Reject any Proposal**

RPO Shimla reserves the right to annul the Tendering process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons thereof and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of grounds for such decision.

3. **Fraud &Corruption**

It is required that the Applicants submitting Proposal and Agency selected through this Tender document must observe the highest standards of ethics during the process of selection and during the performance and execution of Contract.

For this purpose, definitions of the terms are set forth as follows:

a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of RPO, Shimla or its personnel In Contract executions.

b. "Fraudulent Practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among Applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive RPO, Shimla of the benefits of free and open competition.

c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.

d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of Contract.

e. RPO,Shimla will reject a proposal for award, if it determines that the Applicants recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair practices.

f. RPO,Shimla will declare an Applicant ineligible, either indefinitely or for a started period of time, for awarding the Contract, if it at any time determines that applicant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Contract.

4. Subletting/Canvassing

Applicant shall not assign or sublet the Contract or any substantial part thereof to any other agency, direct or indirect canvassing in any form on part of the Applicant or his representative will lead to disqualification.

5. Clarifications &amendments of Tender Notice

During the process of evaluation of Proposals, RPO, Shimla may, at its discretion, ask Applicants for clarifications on their proposal. The Applicants are required to respond within the prescribed time-frame. RPO,Shimla may for any reason, modify the Tender document before the date of submission of proposal. The Amendment(s) to the Tender document would be clearly spelt out and the Applicants may be given sufficient time to amend their proposal due to such modification.

6. Earnest Money Deposit (EMD):

a) The Bidder shall furnish an Earnest Money Deposit(EMD) amounting to **Rs. 8,250/- (Rupees eight thousand two hundred fifty only- 2% of the estimated cost, estimated cost to be worked out by RPO before inviting tenders on the basis of existing Contract ,if any)**

The EMD shall be in Indian Rupees and shall be in the form of Pay Order/Demand Draft/Term Deposit Receipt from any of the Commercial Bank in favour of " Regional Passport Officer, Shiml, Payable at Shimla".

The original hard copy of EMD of Rs. 8,250/- (Rupees eight thousand two hundred fifty only) in the form of Demand Draft/Term Deposit Receipt is also required to be submitted in a sealed envelope superscribed "Tender for Providing Security Services at Regional Passport Office, Shimla", on or before the closing date and time of e-submission of online bids to Regional Passport officer, Shimla, **(Tel NO. 0177-2650070).**

b) "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the Ministry of External

Affairs are exempted from submission of EMD subject to their furnishing relevant documents to the effect"

c) The earnest money of unsuccessful bidder, which shall not carry any interest, shall be refunded within 30 days after award of Contract. EMD of the successful Bidder will be released after the Bidder sign the agreement and furnishes the Performance Guarantee. Performance Guarantee shall be provided at the time of signing of contract. The EMD will be forfeited on account of one or more of the following reasons:

i. Bidder withdraws the Proposal during the bid validity period specified in Tender document.
ii. Bidder does not respond to request the clarification of its proposal.
iii. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
iv. In case of a successful Bidder, if fails to sign the Agreement in time as per schedule, or fails to furnish the Performance Guarantee.
v. If the Bidder withdraws or amends, impairs or derogates the Tender in any respect within the period of validity.

7. Payment Terms

The payment to agency will be made monthly basis. No advance payment will be made to the agency.

8. Term of Contract

The work contract initially will be assigned for a period of twelve months,(which will we extendable for a further period of 12 months at a time but not more than 36 months in a total on year to year basis subject to satisfactory services of service provider at the sole discretion of the RPO, Shimla.

9. Tender Fee:

Fee for tender documents will be charged @ Rs. 500/-.

SECTION 3: SCOPE OF WORK

THE SECURITY FIRM /AGENCY is required to provide **four(two armed and two unarmed guards)** uniformed and train security personnel to keep round the clock ward and watch the RPO, Shimla and for overall protection/security keeping in view of the specific requirements of the RPO, Shimla.

OBLIGATION OF SECURITY FIRM/AGENCY:

(i) The SECURITY FIRM/AGENCY shall be responsible for overall security arrangement of the RPO, Shimla covered in the contract.

(ii) The SECURITY FIRM/AGENCY shall ensure that all the instructions of the RPO, Shimla meant for the security personnel are strictly forwarded.

DUTIES OF SECURITY GUARDS:

(i) The security personnel deployed by the SECURITY FIRM/AGENCY will ensure that no outsiders are allowed to enter in the premises of the RPO, Shimla without proper Gate Pass issued by the authorized officer in this behalf.

(ii) The security personnel will ensure that no items are allowed to be taken out of the premises of the RPO, Shimla without proper gate passes issued by the Authorized Officer for in-out movement of stores.

(iii) The security personnel will take care of vehicles parked in the premises of the RPO, Shimla and ensure that no vehicle is allowed to be parked elsewhere except for the designated parking area.

(iv) The security personnel will have to prevent entry of the street dogs and stray cattle into the premises of RPO, Shimla.

(v) The security personnel will ensure that flower plants, trees and grassy lawns are not damaged either by the outsiders or by stray cattle or by the staff.

(vi) The security personnel will also take round of all the important and sensitive points of the premises as specified by the RPO, Shimla.

(vii) The Security Personnel will have to ensure door keeping duties.

(viii) The security personnel on portal duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the office premises.

(ix) The security personnel should be given training to handle fire extinguisher and other fire fighting material to deal with any such exigency at the work of place.

(x) In emergent situation the security personnel deployed at the work place shall also participate as per their role defined in the disaster management plan of the RPO, Shimla. The SECUIRITY FIRM/ AGENCY should, therefore, sensitize the security personnel for their role in such situations.

(xi) The security personnel on duty shall not leave the premises until their relievers report for duty.

(xii) The SECURITY FIRM\AGENCY should also carry out surprise check at the work place to ensure that the security personnel deployed are discharging their duties properly.

(xiii) Any other provisions as advised by the RPO, Shimla may be incorporated in the contract. The same shall also be binding on the contractor.

(xiv) Deployment of security personnel at the work place will be as per the instructions of the RPO, Shimla with a view to ensuring optimum utilized of the security services.

SECTION 4: ELIGIBILTY CRITERIA

1) The bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled registered with the appropriate authority for the purpose who possesses the required licenses, registration as per established law. The said firm must be in existence for a minimum period of 5 years as on 31st March, 2017 from the date of registration under the appropriate act. The bidder shall provide a copy of the registration certificate. Joint ventures/consortium are not allowed.

2) Experience of the bidder must include providing Security Services/ Guards to Government officers/PSUs, as defined in 'brief scope of work; Firm must have minimum of 05 years experience in providing security services in Government Offices/PSUs/Big Corporate as on 31st March,2017. The bidder must have successfully completed one work of similar nature of value Rs. 3,30,000/-(80% of the estimated cost) OR two works of the similar nature of value of Rs. 2,47,500/-(60% of the estimated cost) OR three works of similar nature of value of Rs. 1,65,000/-(40% of the estimated cost) during last three years. Bidder must submit self attested copies of successful completion of similar nature of works undertaken by them during last 3 years ending as on 31.03.2017.

3) The bidder must give precise profile of its key clients along with satisfactory performance report from at least three of them for services provided to them. A complete list of clients including clients in Government sector may be provided along with site address and contact number of the officer concerned.

4) The security personnel proposed to be deployed should have at least passed 10th class or equivalent and should be adequately trained to discharge their duties as defined in the scope of work.

5) The employee of the bidder deployed at RPO, Shimla should have bank accounts and the company shall provide proof of payment of salary to each employee through their bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by the Central/State Government. This will include payment of minimum wages,

PF/ESI(Employee's State Insurance and bonus).Providing other benefits like leave, Labour Welfare Fund, Cost of uniform etc. To bidder's each employee will solely be the liability of the bidder only. **Companies/Firms bidding nil management fee/Agency Charges will be out rightly rejected.** Bonus is mandatory component as per the labour regulations and should be included in the Financial Bid.

6) The bidder must have appropriate licence from service/sales tax department and Income Tax Department (TAN/ PAN). The bidder must possess all the licence in their own name. The bidder should give an undertaking that the staff to be deputed to the RPO, Shimla premises would be police verified. Self attested copies of all relevant registration documents(ESI, PF, Service Tax, PAN) are to be submitted with the technical (Pre- qualification) Bid.

7) The bidders must submit the Income Tax return filed for the last 3 Financial Years with the technical (Pre- qualification) Bid.

8) The bidders must submit the copy of valid licence to run security agency (PSARA Certificate). In case of Armed Security Guards, the bidders must also provide the copy of the Firearm/Gun Licence with the technical (Pre-qualification) Bid.

SECTION 5: Technical Bid

a) Technical bids of only those prospective security firms/agencies will be considered for evaluation who fulfill all the eligibility conditions in the pre-qualification bid.

SAMPLE CHECK-LIST FOR THE PRE-QUALICATION BID FOR SECURITY SERVICES

Sr. No.	Particulars of documents	Enclosed	Page No. at which document is enclosed
1	Tender Fee and Earnest Money Deposit	Yes / No	
2	In case the tenderer is exempted from payment of Tender Fee/Earnest Money under any scheme of the Union / State Government, copy of the Certificate of Registration of the Security Firm/Agency under the specific scheme of the Union / State Government	Yes / No	
3	Name, designation, address, contact details and **Photo ID** of the authorized person of the Security Firm/Agency to deal with	Yes	
4	In case of partnership firm, name designation, address and contact details of the Directors/Partners	Yes	
5	Undertaking as per format prescribed in Annexure-A	Yes	
6	Self attested copy of the Certificate of Incorporation/Registration of Security Firm/Agency	Yes	
7	Self attested copy of valid License under Contract Labour (R7A) Act	Yes	
8	Self attested copy of Certificate of Registration with the Labour Department	Yes	
9	Self attested copy of Employees Provident Fund (EPF) Registration Number	Yes	
10	Self attested copy of Employee state Insurance (ESI) Registration Number	Yes	
11	Self Attested copy of PAN Card and IT Return for the last two financial year	Yes	
12	Self attested copy of Service Tax Registration Number	Yes	
13	Any other document as required by the Regional Passport Office, Shimla	Yes	

(Signature of the bidder)
Name and address
Telephone/Fax/Email
Stamp/Seal

SAMPLE CHECK-LIST FOR TECHNICAL BID FOR SECURITY SERVICES

Sr. No.	Information to be provided	To be filled in by the bidder	Page No. at which document is enclosed
1	Annual Turnover (in Lakhs)		
2	Experience of running of Security Services (in years)		
3	Volume of work done during last three financial years as specified in the tender notice		
4	Manpower on roll (a) Armed Security Personnel (b) Unarmed Security Personnel (c) Security Supervisor (d) Supervisory Field Staff		
5	Training establishment [No. of Trainers] (a) Part-Time (b) Full-Time (c) Below JCO (*) Rank (d) Above JCO (*) Rank		
6	Amount of insurance taken from insurance companies indemnifying its clients		
7	ISO Certificate of the Security Firm/Agency (preferable)	Yes/No	
8	List of major clients		

(*) : Of Military or equivalent rank of Para-Military

(Signature of the bidder)
Name and address
Telephone/Fax/Email
Stamp/Seal

SECTION 6: FINANCIAL BID

The RPO Shimla shall open the financial bids of only those bidders who have been declared technically qualified by the Tender Evaluation Committee. The bidder must submit their financial bid in prescribed format and no other format is Acceptable. Bidders are required to download the prescribe format of Financial Bid. No other cells should be changed. If the format of Financial Bid is found to be modified by the bidder, the bid will be rejected. The bidders are strictly advised to refrain from by quoting unrealistic prices, at which they may not be able to provide services later.

The table below given is only for reference purpose.

NAME OF THE WORK: PROVIDING SECURITY SERVICES AT RPO, SHIMLA.

SAMPLE PROFORMA FOR FINANCIAL BID FOR SECURITY SERVICES

Sr. No.	Particulars	Monthly Charges		
		Unarmed Guard (I)	Armed Guard (II)	Supervisor (III)
1	Wages			
2	EPF (@____% of wages)			
3	ESI (@____% of wages)			
4	Bonus (@____ %)			
5	**Total of above (A)**			
Other Component				
6	Other mandatory charges all inclusive under State Minimum Wage notification, if any			
7	Management/Agency fee(Fixed Amount)			
8	Total of 6 & 7 **(B)**			
9	**Total of A & B=C**			
10	Number of personnel (To be indicated by RPO)	2	2	0
11	Total **(D)** **(S. No. 9 X S. No. 10)**			
12	**Service Tax on (D)**			
13	**Grand Total (11+12)**			
14	**Total Monthly Charges (I+II+III)**			

(Signature of the bidder)
Name and
Address
Telephone/Fax/Email
Stamp/Seal

i) Wages should not be less than the minimum wages prescribed under the notification issued by the respective State Governments. Rates should be quoted per person per month inclusive of all statutory requirements as per the Minimum Wages Act of 1948. **Normally the Unarmed Security Guards shall fall under the category of Semi-skilled worker whereas Armed Security Guards and Supervisor shall fall under the Category of Skilled worker**. Revision of minimum wages as per Local State Government shall be incorporated in the rates as and when applicable. The firm/agency shall also comply with all statutory requirement under ESI scheme, EPF and the payment of bonus Act, 1965. The rates of EPF, ESI and Bonus are to be calculated as per Government of India Notification on the subject matter.

ii) The work will be awarded to the security firm/agency who has quoted lowest price. In the eventually of two or more agencies quoting equal financial bid, the work will be awarded to the agency which would be found more financially sound on the basis of the total value of works executed in the last three Financial Years ending 31.03.2017, supported by the documentary proof to be attached in the Technical Bid.

iii) Management/Agency fee must be quoted in **amount only** and not in percentage. The **Management/Agency fee** shall remain **constant** during the entire period of contract including extended period, if any, irrespective of subsequent increase in minimum wages in future. **The bids having fee quoted in percentage or having NIL Management/Agency fee shall be treated as unresponsive and will not be considered.**

iv) Payment will be made after deducting the applicable TDS.

Signature of the authorized signatory of the Tenderer with seal of the firm/company

Name.....
Mobile No.....Date.....

SECTION 7: GENERAL TERMS & CONDITIONS

NOTE: Applicant/ bidder should read these conditions carefully and comply strictly while submitting the Proposals

1. Refund of EMD: The EMD of unsuccessful bidder shall be refunded within 30 days of acceptance of the bid of the successful bidder. Successful bidder will have to execute an agreement with RPO, Shimla on a Non- judicial stamp paper of Rs. 100/-

2. Penalty Clause:

a. Refusal or inability or delay by the successful bidder to provide services as per scope of the work at the contracted rate may result in termination of the contract and forfeiting of performance guarantee as well as disqualification of the bidder from participating in future tenders.

b. Penalty will be charged @0.5% per week subject to maximum of 5% of contract value, in case the services are not provided as per the scope of the work.

3. Termination: The RPO, Shimla may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

a. If the Agency becomes insolvent or goes into compulsory liquidation.

b. If the agency, in the judgment of RPO, Shimla has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

c. If the Agency submits to the RPO, Shimla a false statement which has a material effect on the rights, obligations or interests of the RPO, Shimla.

d. If the agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the RPO, Shimla.

e. If the Agency fails to provide the quality services as envisaged under this contract. In such an occurrence the RPO, Shimla shall give a written prior notice of 15 days to the agency before terminating the Contract.

4. Performance Bank Guarantee (PBG)

The Successful bidder has to deposit Performance Guarantee, which will be a sum equivalent to 10% of the annual contract value in favour of "Regional Passport Officer", Shimla in the form of Fixed Deposit Receipt (FDR)/Demand Draft/Pay Order/Bank Guarantee from a Commercial Bank, before the commencement order is given and within 10 days of signing of the agreement. The FDR/ Bank Guarantee shall have the validity for a period of 60 days beyond the date of completion of contract. In case, the contract is further extended beyond the initial period, the Performance Guarantee will have to be renewed accordingly.

The Performance Guarantee shall be refunded within 60 days of successful completion of the contract, provided there is no breach of contract. No interest shall be paid on the Performance Guarantee.

5. Forfeiture of PBG:

PBG in full or part may be forfeited in the following cases:

a) When any terms and conditions of the contract are breached.

b) When the Agency fails to provide desired services satisfactorily.

c) Notice of reasonable time will be given in case of forfeiture of PBG. The decision of RPO, Shimla/MEA in this regard shall be final.

d) If the agency requires an extension of time in completion of contractual service on account of occurrence of any hindrance, it shall apply in writing to the authority, which has placed the work order for the same, immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the contractor.

e) Service delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the contractor.

f) Any dispute settlement, difference or disagreement whatsoever, arising between the Contractor/Agency and RPO, Shimla, out of or relating to the contract meaning, scope of work under this tender document or the validity or breach thereof, of Terms and Conditions or covering anything herein contained or arising out of this Tender document, shall be settled through mutual consultation. Where such dispute, difference or disagreement cannot be settled mutually or is not resolved by mutual consultation, either interested party may refer the dispute to sole Arbitrator, under the Arbitration and Conciliation Act, 1996. Place of Arbitrator shall be Shimla. Language of Arbitration shall be English. Parties shall bear their own expenses, unless otherwise ordered by the Tribunal. The decision of sole Arbitrator shall be final and binding on both the parties.

g) The Court in Shimla shall have exclusive jurisdiction with respect to any legal dispute, difference or proceeding instituted by the Parties under this tender document.

h) The Agency shall be liable for forfeiture of its PBG or termination of contract for default if any, and to the extent that there is delay in performance or other failure to perform its obligation under the Contract is the result of an event of Force Majeure.

6. Force Majeure:

a. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor/Agency and not involving the Contractor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of RPO, Shimla in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.

b. If a Force Majeure situation arises, the Contractor/ Agency shall promptly notify RPO, Shimla in writing of such condition and the cause thereof. Unless otherwise directed by RPO, Shimla in writing, the Consultant continues to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

c. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contracted is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non- performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such an event come to an end or ceases to exist, and the decision of the RPO, Shimla as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole and part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

7. Governing Laws and Disputes

This shall be construed and governed by the Laws of the Indian and the parties hereby submit to the exclusive jurisdiction of the Indian Courts of Law.

8. Submission of Affidavit:

Interested Agency has to submit an Affidavit on Non Judicial Stamp Paper of Rs. 10/-. Specimen copy is attached at Annexure 'A'.

Annexure 'A'

(ON NON-JUDICIAL STAMP PAPER OF RS. 10/-)

AFFIDAVIT

I/we.....Partner(s)/legal Attorney/ Proprietor(s)/ Accredited Representative(s) of M/s..... solemnly declare that:

2. I/we are submitting tender for Security Services Tender Notice No..... Dated.....

3. I/we or our partners do not have any relative working in RPO, Shimla.

4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, true and valid.

5. My/our bid shall remain valid for a period of 120 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall be binding upon us and may be accepted at any time before the expiry of the period.

6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".

8. If any information or document submitted is found to be false/incorrect, RPO, Shimla may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money Deposit (EMD) and blacklisting of my/our firm and all partners of the firm etc.

9. I/we also declare that the Government of India or any other Government body has not issued any show- cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that RPO, Shimla is not bound lowest bid.

(Signature of the Tenderer with Seal)

Seal of Notary

Date:

SECTION 8: SPECIAL TERMS AND CONDITIONS

1. It shall be the responsibility of the CONTRACTOR to intimate to the Department of Labour of the State Government of HP About details of security personnel deployed by the contractor of the RPO, Shimla.

2. The CONTRACTOR shall provide a list of the security personnel to be deployed at the work place and seek permission of the RPO, Shimla before their deployment. In the event of any change in deployment of security personnel at the initiative of the CONTRACTOR or at the request of the RPO, Shimla fresh list of the security personnel shall be made of available.

3. The CONTRACTOR shall ensure that security personnel deployed are above the age of 18 years and below the 50 years of age and are fit for the job and are also free from any communicable disease before their deployment at work place.

4. The character and antecedents of security personnel shall be got verified by the CONTRACTOR from local police authority before deployment and an undertaking in this regard shall be submitted to the RPO, Shimla .

5. The CONTRACTOR shall have to maintain register of attendance of day to day deployment of the security personnel at the RPO, Shimla. This will be countersigned by the authorized officer of the RPO, Shimla .

6. All liabilities arising out of accident or death of the security personnel while on duty shall be borne by the CONTRACTOR.

7. The contractor shall discharge all functions in connection with the administration, superintendence and conduct of the security arrangements as per the direction enumerated herein and in accordance with other directions, which the RPO, Shimla may issue from time to time and which have been mutually agreed upon between the two parties.

8. The RPO, Shimla shall have to right, to get any security personnel removed, who is considered to be undesirable / unfit for security services. The CONTRACTOR also reserves the right to change the security personnel with prior intimate to the RPO, Shimla.

9. The CONTRACTOR will not be held responsible for the damages/ sabotage caused to the property of the RPO, Shimla due to the riots, mobs attack, armed dacoit, other such activities or any other force majeure situation.

10. In the discharges of his/her duties, the security personnel deployed should also be disciplined, courteous and should exhibit decent behavior and pleasant manners while dealing with the staff/visitors at the work. The RPO, Shimla reserves the right to have any security personnel removed in case of genuine complaint (s) against the security personnel or unsatisfactory performance on their part or otherwise. The CONTRACTOR shall have to arrange for suitable replacement in such cases.

11. The security personnel shall not in any manner cause interference, annoyance, nuisance to the management of the RPO, Shimla, its work, its officers/employees.

12. The security personnel will have to report to the Administration in change of the RPO, Shimla at least 15 minutes in advance of the commencement of the shift and seek necessary orders/instructions before start of the duty.

13. The payment would be made at the end of every month based on the actual shift manned/operated by the security personnel provided by the CONTRACTOR supported by copy of the attendance register maintained by the CONTRACTOR and duty countersigned by RPO, Shimla. No other claim on whatever account shall be entertained by the RPO, Shimla /MEA.

14. Any damage or loss caused to the RPO, Shimla attributable to any act of commission/omission of the CONTRACTOR or the security personnel deployed at the work place, in whatever from, shall be recovered from the contractor.

15. The security personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badge), failing which would invite a penalty of Rs.500/- per occasion and habitual offenders in this regard shall be removed from the RPO, Shimla. The penalty on this account shall be deducted from payments due to the CONTRACTOR.

16. In the event of any security personnel engaged by the CONTRACTOR is/are absent and the CONTRACTOR fails to provide suitable substitute on time, a penalty equal to double the wages of number of security personnel absent on that particular day shall be levied by the RPO, Shimla and the same be deducted from the payments due to the CONTRACTOR.

17. In case any public complaint attributable to misconduct/misbehavior of the security personnel engaged by the CONTRACTOR, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from the payments due to the CONTRACTOR. Habitual offenders shall have to be removed by the CONTRACTOR and suitable substitute shall be provided on time.

18. The CONTRACTOR shall ensure that neither the security firm/agency not the security personnel deployed by them, shall at any time, without the approval of the RPO, Shimla, in writing, disclose any information about the affairs of RPO, Shimla that comes to their knowledge during the contract. This clause shall not be applicable to the information which is already in public domain.

19. Any liability arising out of any litigation die to any act of the security personnel deployed by the CONTRACTOR shall be directly borne by the CONTRACTOR.

20. The CONTRACTOR shall deploy the security personnel at the work place with prior approval/consent of the RPO, Shimla only.

21. The security personnel provided by the CONTRACTOR shall not accept any gratitude or reward in any form.

22. In the event of any security personnel engaged by the CONTRACTOR is found to be indulging un any corrupt practices In the event of any security personnel engaged by the causing any loss of revenue to the RPO, Shimla, it shall be entitled the contract forthwith forfeiting the performance Guarantee submitted by the CONTRACTOR.

23. The security personnel to be provided by the CONTRACTOR shall not take part in any activities of the staff union/association.

24. The CONTRACTOR shall not engage any sub contractor or transfer the contract to any third party in any manner.

25. The CONTRACTOR shall indemnify the RPO, Shimla against all claims, damage, losses and expresses attributable to the CONTRACTOR arising out of the contractual obligation.

26. In the event of default in the payment of any sum to the security personnel by the CONTRACTOR for execution of this contract and a claim is field in the office of the Competent Labour Authorities and Proof thereof, is furnished to the satisfaction of the Labour Authorities, the RPO, Shimla may, failing payment of the said sum by the CONTRACTOR , make payment of such claim on behalf of the CONTRACTOR to the Labour Authorities and any sums so paid shall be recoverable by the RPO, Shimla from the CONTRACTOR by way of deduction from future payments or from the Performance Security.

27. If any sum, as the result of any direction/order from the Competent Labour Authorities/Court of Law or claim or application made under any the Labour Laws or Regulations, due to non compliance of the statutory obligations by the CONTRACTOR arising out of the contract, is directed to be paid by the RPO, Shimla, such amount shall be payable by the CONTRACTOR to the RPO, Shimla within fifteen days. In case the CONTRACTOR fails to do so, the RPO, Shimla shall be entitled to recover the amount from the contractor by way of deduction from future payments or from the Performance Security.

28. The RPO, Shimla shall not be responsible for providing accommodation to any the security personnel deployed by the CONTRACTOR.

29. The security personnel to be provided by the CONTRACTOR to the RPO, Shimla shall be purely on contractual basis. The RPO, Shimla does not recognize any employee-employer relationship with any of the security personnel to be the provided by the CONTRACTOR. The RPO, Shimla shall not be under any obligation to provide employment to any of the security personnel provided by the CONTRACTOR after the expiry of the contract.

30. In case any overpayment in respect of any service provided by the CONTRACTOR is discovered as alleged to have been made at the instance of CONTRACTOR under the contract, it shall be recovered by the RPO, Shimla from the CONTRACTOR.

31. In case any underpayment in respect of any service provided by the CONTRACTOR is discovered, the amount shall be duly paid to the CONTRACTOR by the RPO, Shimla.

32. The CONTRACTOR shall disburse wages to the security personnel deployed with the RPO, Shimla every month through ECS or CHEQUE only and submit proof of disbursement to the RPO, Shimla on monthly basis.

33. The contractor shall submit proof of depositing employee's contribution towards EPF/ESI etc. In respect of each of the security personnel deployed with the RPO, Shimla, on quarterly basis.