



**Government of India  
Ministry of External Affairs  
Regional Passport Office, Panaji**

**E-NOTICE INVITING TENDER FOR “Providing Security Services at Regional Passport Office, Panaji, Goa, Ministry of External Affairs, Government of India”.**

<b>Tender No: D-32/03/2018-CS</b>	
<b><u>Important Dates</u></b>	
<b>Published Date</b>	13.04.2018
<b>Bid Document Download Start Date</b>	13.04.2018
<b>Clarification Start Date</b>	16.04.2018
<b>Clarification End Date</b>	18.05.2018
<b>Bid Submission Start Date (online)</b>	26.04.2018
<b>Bid Submission End Date (online)</b>	30.05.2018
<b>Date of Technical Bid Opening (online)</b>	04.06.2018
<b>Date of Financial Bid Opening (online)</b>	08.06.2018

The bid shall be submitted online only at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. **Manual bids shall not be accepted.**

**(D.K.Sharma)**  
**Regional Passport Officer, Panaji**  
**Regional Passport Office, Panaji**  
**Tel. No. 0832 2437601**  
**Email ID: rpo.panaji@mea.gov.in**

**MINISTRY OF EXTERNAL AFFAIRS**

**INVITATION OF BIDS FOR**

**SELECTION OF AGENCY FOR**

**PROVIDING SECURITY SERVICES**

**AT**

**REGIONAL PASSPORT OFFICE, PANAJI, GOA**

**MINISTRY OF EXTERNAL AFFAIRS**

**GOVERNMENT OF INDIA**

**Tender Notice No. D-32/03/2018-CS**

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**SECTION 1: INTRODUCTION AND INVITATION FOR PROPOSAL**

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 Services** at *Regional Passport Office, Panaji, Goa, Ministry of External Affairs.*

**Brief description of the Selection Process:** Least Cost System (LCS)  
**Selection Process**

**Communications:**

Any queries relating to proposal may be addressed to:

**Regional Passport Officer, Panaji, Goa**  
**Regional Passport Office, Panaji,**  
**Ministry of External Affairs (MEA),**  
**13 A EDC Patto Plaza, Panaji,**  
**Goa, 403 001**  
**Tel. No. 0832 2437601**  
**Email ID:rpo.panaji@mea.gov.in**

The official website of the RPO/PO, MEA is: [www.passportindia.gov.in](http://www.passportindia.gov.in)

## SECTION 2: INSTRUCTIONS TO APPLICANTS

### Submission of Proposals

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

Duly Signed documents relating to this proposal must be submitted online.

**1. Validity of Proposal: 120 days,** Regional Passport Office, Panaji / MEA 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, Panaji, Goa/MEA 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 the 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, Panaji, Goa /MEA* 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, Panaji, Goa /MEA 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, Panaji, Goa/MEA 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 trade practices.

f. RPO, Panaji, Goa /MEA will declare an Applicant ineligible, either indefinitely or for a stated 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, Panaji, Goa / MEA may, at its discretion, ask Applicants for clarifications on their proposal. The Applicants are required to respond within the prescribed time-frame. RPO, Panaji, Goa / MEA 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 modifications.

#### **6. Earnest Money Deposit (EMD):**

**a)** The Bidder shall furnish an Earnest Money Deposit (EMD) amounting to Rs 10,000/-. 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, Panaj, payable at Panaji”. The original hard copy of EMD of Rs. 10,000/- 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, Panaji, Ministry of External Affairs”, on or before the closing date and time of e-submission of online bids to Regional Passport Officer, Panaji, Ministry of External Affairs, Regional Passport Office, Panaji **(Tel No 0832 2437601)**.

**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”. MSE bidders have to declare UAM number failing which such bidders shall not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order 2012 for tenders invited electronically through CPP.

**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 for 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 be extendable for a further period of 12 months at a time but not more than 36 months in total on year to year basis subject to satisfactory services of service provider at the sole discretion of the RPO, Panaji / Ministry of External Affairs.

## **9. Tender Fee:**

No fee for tender documents as it can be downloaded from the website [www.passportindia.gov.in/](http://www.passportindia.gov.in/) CPP Portal

## **10. Technical bid evaluation:**

- a) Technical bids of only those prospective security firms/agencies will be considered for evaluation who fulfil all the eligibility conditions in the pre-qualification bid.
- b) The work will be awarded to the security firm/agency who has quoted lowest price. In the eventuality 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.

### **SECTION 3: SCOPE OF WORK**

The SECURITY FIRM/AGENCY is required to provide 3 (three) uniformed and trained security personnel to keep round the clock ward and watch of the RPO, Panaji /MEA and for overall protection/security keeping in view of the specific requirements of the RPO, Panaji / MEA.

#### **OBLIGATIONS OF SECURITY FIRM /AGENCY:**

- (i) The SECURITY FIRM / AGENCY shall be responsible for overall security arrangement of the RPO, Panaji /MEA covered in the contract.
- (ii) The SECURITY FIRM / AGENCY shall ensure that all the instructions of the RPO, Panaji / MEA meant for the security personnel are strictly followed.

#### **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, Panaji /MEA 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, Panaji / MEA 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, Panaji /MEA 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, Panaji /MEA.
- (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, Panaji /MEA.
- (vii) The security personnel will have to ensure door keeping duties.
- (viii) The security personnel on patrol 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 place.

(x) In emergent situations the security personnel deployed at the work place shall also participate as per their role defined in the disaster management plan of the RPO, Panaji /MEA. The SECURITY 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, Panaji /MEA 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, Panaji /MEA with a view to ensuring optimum utilization of the security services.

**SECTION 4: ELIGIBILITY 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 licences, registration as per established law. The said firm must be in existence for a minimum period of 5 years as on 31<sup>st</sup> March, 2017 from the date of registration under the appropriate Act. The bidder shall provide a copy the registration certificate. Joint ventures/consortium are not allowed.
- 2) Experience of the bidder must include providing Security Services/Guards to Government offices/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 31<sup>st</sup> March, 2017. The bidder must have successfully completed one work of similar nature of value Rs. 4,00,000/- (80% of the estimated cost) OR two works of the similar nature of value of Rs. 3,00,000/- each (60% of the estimated cost) OR three works of similar nature of value Rs. 2,00,000/- each (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 personnels proposed to be deployed should have atleast passed 10<sup>th</sup> class or equivalent and should be adequately trained to discharge their duties as defined in the scope of work.
- 5) The employees of the bidder deployed at RPO, Panaji /MEA 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 (Employees' 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 outrightly rejected.** Bonus is mandatory component as per the labour regulations and should be included in the Financial Bid.
- 6) The bidders 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, Panaji /MEA

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.
- 9) The relaxation of Norms for Startups Medium Enterprises regarding Prior Experience and Prior Turnover Criteria shall be admissible as per Ministry of Finance, Department of Expenditure O.M. no. F.20/2/2014-PPD (Pt.) dated 25th July, 2016 subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR, 2017.
- 10) Given below is the checklist of documents, which must be submitted by the bidders as part of their Technical bids. Bidders, who fail to submit any of the following documents, would be summarily rejected and their Financial bids shall not be opened by Tender Opening Committee.

#### **CHECK-LIST OF DOCUMENTS FOR TECHNICAL BID FOR SECURITY SERVICES**

<b>Sl. No.</b>	<b>Particulars of documents</b>	<b>Enclosed</b>	<b>Page No. at which document is enclosed</b>
1.	Earnest Money Deposit	Yes / No	
2.	In case the bidders fall under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or is registered with the Central Purchase Organization or the Ministry of External Affairs, then they are exempted from submission of EMD subject to their furnishing relevant documents to the effect. MSE bidders have to declare UAM number failing which such bidders shall not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order 2012 for tenders invited electronically through CPP.	Yes / No	
3.	Name, designation, address, contact details and <b>Photo ID</b> of the authorized person of the Agency to deal with	Yes	
4.	In case of partnership firm, name designation, address and contact details of the Directors/Partners	Yes	

5.	Self attested copy of the Certificate of Incorporation / Registration of the Agency	Yes	
6.	Self attested copy of valid License under Contract Labour (R&A) Act.	Yes	
7.	Self attested copy of Certificate of Registration with the Labour Department.	Yes	
8.	Self attested copy of Employee Provident Fund (EPF) Registration Number	Yes	
9.	Self attested copy of Employee State Insurance (ESI) Registration Number	Yes	
10.	Self attested copy of PAN Card and IT Return for the last three financial years.	Yes	
11.	Self attested copy of Service Tax Registration Number	Yes	
12.	Copy of valid licence to run security agency (PSARA Certificate).	Yes	

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

## SECTION 5: FINANCIAL BID

The Ministry 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 the prescribed format (BOQ.XXXX File) and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes [the rate per unit for each item in both figures and words (with VAT)] and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file 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. Financial Bid to be submitted online SEPARATELY in following format.

**NAME OF THE WORK:** PROVIDING SECURITY SERVICES AT RPO, Panaji / MINISTRY OF EXTERNAL AFFAIRS.

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the scanned copy of duly filled in BOQ should be uploaded in *.pdf format after filling the relevant columns, else the bid is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only)				
<b>Name of the firm</b>				
S. No.	Particulars	Monthly Charges		
		Unarmed Guard (I)	Armed Guard (II)	Supervisor (III)
1	Wages			
2	ESI (%)			
3	EPF (%)			
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 and 7 (B)			
9	<b>Total of A &amp; B=C</b>			
10	Number of personnel (To be indicated by RPO)			
11	Total (D) (S. No.9 X S. No.10)			
12	Service Tax on D			
13	<b>Grand Total (11+12)</b>			
14	<b>Total Monthly Charges (I+II+III)</b>			

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 requirements under ESI scheme, EPF and the payment of the 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) 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.**

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

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

Name: \_\_\_\_\_

Mob No. \_\_\_\_\_ Date: \_\_\_\_\_

- Both technical and financial bid are to be submitted concurrently duly digitally signed on the Central Public Procurement Portal.
- The bidders shall have a valid digital signature certificate for participation in the online tender. The cost of digital signatures, if any, will be borne by respective bidder.
- Prospective bidders are accordingly advised to go through the instructions provided at Central Public Procurement Portal.

## **SECTION 6: GENERAL TERMS & CONDITIONS**

***NOTE: Applicants / 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, Panaji / MEA 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 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, Panaji /MEA 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, Panaji / MEA has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

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

d. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the RPO, Panaji /MEA.

e. If the Agency fails to provide the quality services as envisaged under this contract. In such an occurrence the RPO, Panaji / MEA 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, Panaji 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, Panaji /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, Panaji /MEA, 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 Arbitration shall be Panaji, Goa. 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 courts in Goa shall have exclusive jurisdiction with respect to any legal dispute, difference or proceedings 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 obligations 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, Panaji /MEA 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, Panaji /MEA in writing of such condition and the cause thereof. Unless otherwise directed by RPO, Panaji /MEA in writing, the Contractor/Agency 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 contract 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 happenings 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, Panaji /MEA as to whether the services have been so resumed or not shall be final and conclusive. Further that if the performance in whole or 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 India and the parties hereby submit to the exclusive jurisdiction of the 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'.

**SECTION 7: SPECIAL TERMS AND CONDITIONS**

1. It shall be the responsibility of the Contractor/Agency to intimate to the Department of Labour of the State Government of Goa about details of security personnel deployed by the contractor at the RPO, Panaji / MEA.
2. The Contractor/Agency shall provide a list of the security personnel to be deployed at the work place and seek permission of the RPO, Panaji /MEA before their deployment. In the event of any change in deployment of security personnel at the initiative of the Contractor/Agency or at the request of the RPO, Panaji /MEA fresh list of security personnel shall be made available.
3. The Contractor/Agency 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/Agency from local police authority before deployment and an undertaking in this regard shall be submitted to the RPO, Panaji /MEA.
5. The Contractor/Agency shall have to maintain register of attendance of day to day deployment of the security personnel at the RPO, Panaji /MEA. This will be countersigned by the authorized officer of the RPO, Panaji /MEA.
6. All liabilities arising out of accident or death of the security personnel while on duty shall be borne by the Contractor/Agency.
7. The Contractor/Agency 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, Panaji /MEA may issue from time to time and which have been mutually agreed upon between the two parties.
8. The RPO, Panaji /MEA shall have the right, to get any security personnel removed, who is considered to be undesirable / unfit for security services. The Contractor/Agency also reserves the right to change the security personnel with prior intimation to the RPO, Panaji /MEA.
9. The Contractor/Agency will not be held responsible for the damages/sabotage caused to the property of the RPO, Panaji / MEA due to

the riots, mobs attack, armed dacoity, 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 behaviour and pleasant manners while dealing with the staff / visitors at the work. The RPO, Panaji /MEA 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/Agency 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, Panaji /MEA, its work, its officers/employees.

12. The security personnel will have to report to the Administration in-charge of the RPO, Panaji /MEA 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/Agency supported by copy of the attendance register maintained by the Contractor/Agency and duly countersigned by RPO, Panaji /MEA. No other claim on whatever account shall be entertained by the RPO, Panaji /MEA.

14. Any damage or loss caused to the RPO, Panaji /MEA attributable to any act of commission / omission of the Contractor/Agency or the security personnel deployed at the work place, in whatever form, 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 badges), failing which would invite a penalty of Rs.500/- per occasion and habitual offenders in this regard shall be removed from the RPO, Panaji /MEA. The penalty on this account shall be deducted from payments due to the Contractor/Agency.

16. In the event of any of security personnel engaged by the Contractor/Agency is/are absent and the Contractor/Agency 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, Panaji /MEA and the same shall be deducted from the payments due to the Contractor/Agency.

17. In case any public complaint attributable to misconduct/misbehaviour of the security personnel engaged by the Contractor/Agency, 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/Agency and suitable substitute shall be provided on time.

18. The Contractor/Agency shall ensure that neither the security firm / agency nor the security personnel deployed by them, shall at any time, without the approval of the RPO, Panaji /MEA, in writing, disclose any information about the affairs of RPO, Panaji /MEA 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 due to any act of the security personnel deployed by the Contractor/Agency shall be directly borne by the Contractor/Agency.

20. The Contractor/Agency shall deploy the security personnel at the work place with prior approval/consent of the RPO, Panaji /MEA only.

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

22. In the event of any security personnel engaged by the Contractor/Agency is found to be indulging in any corrupt practices causing any loss of revenue to the RPO, Panaji / MEA, it shall be entitled to terminate the contract forthwith forfeiting the Performance Guarantee submitted by the Contractor/Agency.

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

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

25. The Contractor/Agency shall indemnify the RPO, Panaji / MEA against all claims, damage, losses and expenses attributable to the Contractor/Agency 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/Agency for execution of this contract and a claim is filed in the office of the Competent Labour Authorities and proof thereof, is furnished to the satisfaction of the Labour Authorities, the RPO, Panaji / MEA may, failing payment of the said sum by the Contractor/Agency, make payment of such claim on behalf of the Contractor/Agency to the Labour Authorities and any sums so paid shall be recoverable by the RPO, Panaji /MEA from the Contractor/Agency 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 of the Labour laws or Regulations, due to non compliance of the statutory obligations by the Contractor/Agency arising out of the contract, is directed to be paid by the RPO, Panaji /MEA, such amount shall be payable by the Contractor/Agency to the RPO, Panaji /MEA within fifteen days. In case the Contractor/Agency fails to do so, the RPO, Panaji /MEA 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, Panaji /MEA shall not be responsible for providing accommodation to any of the security personnel deployed by the CONTRACTOR.

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

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

31. In case any underpayment in respect of any service provided by the Contractor/Agency is discovered, the amount shall be duly paid to the Contractor/Agency by the RPO, Panaji /MEA.

32. The Contractor/Agency shall disburse wages to the security personnel deployed with the RPO, Panaji /MEA every month through ECS or CHEQUE only and submit proof of disbursement to the RPO, Panaji /MEA 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, Panaji /MEA, on quarterly basis.

## **SECTION 8: INSTRUCTIONS FOR ONLINE BID SUBMISSION**

### **a) Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **b) REGISTRATION**

1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

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

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **c) SEARCHING FOR TENDER DOCUMENTS**

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case

there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **d) PREPARATION OF BIDS**

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

2) Bidders are requested to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **e) SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

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

3) Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit

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

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

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

## **f) ASSISTANCE TO BIDDERS**

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

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

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**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 against Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_.
3. I/we or our partners do not have any relative working in *RPO, Panaji* or in any other offices of Ministry of External Affairs, New Delhi.
4. All information furnished by me/us in respect of fulfilment 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 maybe 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, Panaji / MEA* 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 (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, Panaji / MEA* is not bound lowest bid.

**(Signature of the Tenderer with Seal)**

Seal of Notary

Date: