

#### **HIGH COMMISSION OF INDIA**

COL/ADMN/578/01/2024

#### **Notice Inviting Tender**

Sealed tenders are invited on behalf of the President of India from the Registered and experienced Security Agencies in Sri Lanka for deployment of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:

- (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards 2 male and 1 female on 8-hour shifts, 5 days a week),
- (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard 8-hour shift, 7 days a week), and
- (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards 2 male, 1 female during day time on 12-hour shift, 7 days a week).

The deployment of the seven (07) security guards will be distributed across three locations, with duty schedules comprising **8-hour and 12-hour shifts**, depending on the site, ensuring adequate security coverage up to **68 duty hours per day**, seven days a week as per specific site requirements.

Annexure No.	Particulars	Page No.
I	The method of submission of tender, amount of Earnest Money, security Deposit and relevant General terms and conditions.	03-09
II	Parameters/Technical specifications, Terms and conditions.	10-14
III	The proforma of Technical Bid	15-18
IV	The proforma of Financial Bid	19
V	Performance/Service Guarantee Format	20-21
VI	Draft contract	22-28

#### **Schedule of Tender:**

- I. Tender No.: COL/ADMN/578/01/2024, Date of Publishing: 13.08.2025
- II. Pre-bid meeting: 20.08.2025 at 11 hrs.
- III. Last date for submission of queries, if any: <u>27.08.2025</u>
- IV. Last date and time of receipt of tender: <u>04.09.2025 at 1400 hrs.</u>
- V. Date & time of opening of Technical Bids: <u>04.09.2025 at 1500 hrs.</u>
- VI. Opening of Financial Bids : To be decided later
- VII. Venue for Opening of Technical and Financial Bids: High Commission of India, 36-38, Galle Road, Colombo-03.

The tenders received after the scheduled date & time will be rejected outright. The tenders can be dropped in at the security gate of the premises of High Commission of India, 36-38, Galle Road, Colombo-03 on all working days during 1000 hrs to 1700 hrs, till the last date of submission. All outstation tenders should be sent by registered post so that they may be received by this office within due date & time. Only one tender should be kept in one cover.

Head of Chancery High Commission of India Colombo

### High Commission of India 36-38, Galle Road, Colombo-03

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#### Annexure-I

COL/ADMN/578/01/2024

#### **GENERAL TERMS & CONDITIONS**

**Sub:-** Sealed tenders are invited on behalf of the President of India from the Registered and experienced Security Agencies in Sri Lanka for deployment of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:

- (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards 2 male and 1 female on 8-hour shifts, 5 days a week),
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The deployment of the seven (07) security guards will be distributed across three locations, with duty schedules comprising **8-hour and 12-hour shifts**, depending on the site, ensuring adequate security coverage up to **68 duty hours per day**, seven days a week as per specific site requirements.

#### 1. Parties:

The parties to the contract are the contractor (the Bidding Company / Tenderer / Service provider to whom the work may be awarded) & the Government of India through the High Commission of India, Colombo, for and on behalf of the President of India.

#### 2. Address:

For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgment due to the High Commission of India, Colombo. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address, if any, in the aforesaid manner.

#### 3. Earnest Money Deposit(EMD):

- a) An amount of LKR 200,000/- (Sri Lankan two hundred thousand rupees only) towards Earnest Money, should be submitted along with his / her / their tender through bank guarantee. This deposit would be refunded, within one month by the High Commission of India after finalization of the tender, to the unsuccessful bidders.
- b) The Bidding Company shall not be permitted to withdraw its offer or modify the terms & conditions, thereof after the submission of the bid. In case the Bidding Company fails to observe & comply with the stipulations made therein or backs out after quoting the rates, the earnest money deposit will be forfeited to the Government of India. The Bidding Company, in such a case may be debarred from any of the future tender processes of the High Commission of India
- **C)** The tenders without Earnest Money Deposit will be summarily rejected.
- d) No claim shall lie against the High Commission of India in respect of erosion in the value or interest on the amount of earnest money deposit.

#### 4. Preparation and Submission of Tender:

The tender should be submitted in two parts, namely Technical Bid (Annexure-III) along with the Earnest Money Deposit & Financial Bid (given in Annexure-III) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to "Head of Chancery, High Commission of India, 36-38, Galle Road, Colombo-03" and sent so as to reach before the due date and time. The outer envelope should bear the address, Tender Number & date& subject of tender. The inner envelopes should be superscribed with Tender Number, Subject of Tender, whether the envelope is containing "Technical Bid" or "Financial Bid". The Tender should be submitted in English.

#### 5. Subletting and Transfer of Tender:

The contractor shall not assign or sublet the work or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer/contractor.

#### **6.** Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he / she signs as:

- a) a sole proprietor of the concern or Constituted Attorney of such sole proprietor;
- b) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a Principal Officer duly authorized by the Board of Directors of the Company, if it is a company.

#### Note:

- (1) In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid for such other person and if, on enquiry it appears that the person so signing had no authority to do so, the competent authority, without prejudice, may cancel the contract and hold the signatory liable for all cost, consequences and damages under the civil and criminal remedies available.
- (4) The Bidding Company should sign and affix his / her firm's stamp at each page of the tender document and all its Annexure as the acceptance of the offer made by the Bidding Company. No page should be removed/ detached from the Notice Inviting Tender (This subclause will not be applicable in cases where signing of a separate agreement is considered by the High Commission of India as necessary)

#### 7. Technical Bid:

The Technical Bid should be submitted in the Proforma given in Annexure-III along with the Earnest Money Deposit for the amount indicated above. Full details of technical facilities for executing the work i.e. equipment, infrastructure etc. and associated security features, and any other information sought for in the last section of the Annexure –II & III.

#### 8. Financial Bid:

- a) The Financial Bid should be submitted in the Proforma given in Annexure-IV in a separate sealed cover kept inside the main cover. The Financial Bids of the tenders short-listed after evaluation of Technical Bids only will be opened on a specified date and time to be intimated to the technically qualified Bidders. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b) The rate should be quoted on an **hourly basis per unarmed security guard**. The quoted rate shall remain firm and final throughout the duration of the contract. The total duty hours required are **up to 68 hours per day on weekdays** and **44 hours per day on weekends and holidays**, based on site-specific deployment. Payment will be made based on the **actual number of duty hours performed**, as verified by daily attendance records. The deployment of the **seven (07) security guards** will be distributed across three locations, with duty schedules comprising **8-hour and 12-hour shifts**, depending on the site, ensuring adequate security coverage up to maximum of **68 duty hours per day**, seven days a week, all round the year including weekends and holidays as per specific site requirements.
- c) The contractor will be liable for fulfilling requirements as prescribed under local laws with regard to social security, minimum wages, insurance etc, in respect of the personnel engaged by him to maintain security of the High Commission of India, Colombo. The contractor will quote the rate considering all these aspects and no request for enhancement of rate on any plea whatsoever during the contract period will be entertained except in case of enhancement of rates by the sovereign orders of the Sri Lankan Government which are incidental to the wages like minimum wages, taxes/ cess etc which directly affect the agreed rates, after the contract has been signed. In such cases, appropriate adjustments shall be mutually discussed and implemented. Any other cost escalation shall be borne entirely by the contractor.
- d) The engagement does not confer any right for continuation or extension of the contract under any circumstances. This will purely be a short-term temporary arrangement on contractual basis. Either party may terminate the contract by giving two months' advance notice of being unable to carry on the services any longer.
- e) The person engaged by the contractor shall not claim any benefit / compensation / absorption / regularization of services from the High Commission of India, Colombo under any law.
- f) The Contractor shall also be bound to comply with laws in relation to its employees including payment of minimum wages as laid down by or under any law operational in Sri Lanka. The Tenderer agency/contractor have to disclose the take home pay and other allowances including gratuity and leave facilities they give to their Security Guards.
- g) Terms of payment as stated in the Tender Document shall be final.

#### 9. Performance/Service Guarantee:

The successful bidder/contractor will submit a Bank Guarantee (in the format given at Annexure- V) of 10% of annual contract amount within 10 days of award of work. The bank

guarantee must remain valid for a period of sixty days beyond the date of completion of the tenure of contract period. The Guarantee amount in full or part may be forfeited in the following cases: -

- a) When the terms and conditions of the Service Agreement /Contact are breached.
- b) When the Contractor fails to comply with minimum service levels agreed upon.
- c) When the Contractor fails to comply with statutory requirements.
- d) The Contractor shall forfeit all claims to the performance security in full, in case the contractor terminates the contract without providing two months termination notice.
- e) The Performance/Security Guarantee money should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. In case, the contract is further extended beyond the initial period, the Performance/Security Guarantee will have to be renewed accordingly by the contractor. No interest shall be paid on the Performance/ Service guarantee.

#### 10. Validity of the Bids: -

The bids shall be valid for a period of 180 days from the date of opening of the tenders. This has to be so specified by the tenderer in the Financial Bid.

#### 11. Opening of Tender: -

The Bidding Company is at liberty, either he himself or authorize representative (not more than one) to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the contractor should bring with him/her a letter of authority in original from the contractor and proof of identification. On the date and time indicated in the "Schedule of Tender", only Technical Bids will be opened in the presence of Bidding Company representatives.

#### 12. Criterion for Evaluation of Tenders:

The evaluation of the tenders will be made on the basis of technical information furnished in the Proforma given in Annexure-III and then on the basis of financial information furnished in the Proforma in Annexure-IV. The Financial Bid (Annexure-IV) of such firms found valid based on technical parameters (as per Annexure-III) will be opened on the date, time and venue to be announced after opening of the technical bid. The reasons for selection or rejection of a particular tender will not be disclosed. The award of work will be further subject to any further specific terms and conditions of the contract given in Annexure II of this NIT.

#### 13. Right of Acceptance:

- a) The High Commission of India, Colombo reserves all rights to reject any tender including those of the Bidding Company who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of High Commission of India in this regard is final and binding. Once the rate is accepted, it will be final and no enhancement of rate or request of the tenderer will be considered during the currency of tender.
- b) Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

#### 14. Communication of Acceptance of the Successful Bid and Service Agreement(SA):

- a Successful Tenderer/Contractor will be informed of the acceptance of his tender and a Service Agreement/contract would be signed between the successful bidding company and the High Commission of India, Colombo within next five working days of intimation. A draft service agreement/contract is attached herewith at Annexure-VI.
- b. At no point of time during the contract period, name of the entity which signs the Agreement, its Composition and its legal standing shall be changed in any way without the prior-approval of the High Commission of India, Colombo and the contractor, without prior intimation of the High Commission of India, Colombo shall not change their correspondence address, contact details like- email IDs, phone numbers etc.
- c. The Agreement shall be in English language and all pages shall be signed by both the parties.

#### **15.** Time Schedule for beginning of deployment:

The deployment of security guards must be started within a period of 7 (seven) days from the date of award of contract as per schedule mentioned in Annexure II.

#### 16. Penalty:

In the event of the contractor failing to perform the assigned tasks in compliance with the terms and conditions mentioned in the tender document and Service Agreement and to the satisfaction of High Commission of India, the High Commission shall have the rights to withhold payments against such tasks over and above those mentioned in **Clause 21** of Annexure-II or immediately terminate the contract in case of frequent and / or serious lapses in security supervised by the contractor or repeated noncompliance of the terms and conditions of the Service Agreement and tender documents. High Commission shall have the right to ask the contractor to withhold some or all the tasks assigned and / or to re do the tasks in compliance with the terms and conditions mentioned in the Service Agreement and tender document. Violations would attract penalty in the shape of deduction from claim-bills of the successful Tenderer Agency/Contractor as per **Clause 21** of Annexure-II.

#### 17. Termination of Contract:

The agreement/contract will be valid for 1 (one) year. However, it will be open to either the Contractor or the High Commission of India to terminate / withdraw the contract by giving two months' advance notice. The High Commission of India, Colombo shall also have the right to terminate the contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc. The High Commission of India, Colombo reserves the right to impose a financial penalty in terms of Sri Lankan Rupees(SLR) equivalent to the service charges of two months or forfeiting of part OR complete amount of the Performance/Security Guarantee, in case the latter terminates the contract without providing two months' termination notice.

#### **18.** Training Facilities:

The contractor must provide details of the training facilities for the security guards and supervisors employed - about how the training of the Security Guards was imparted, duration and topics of training, whether the agency/contractor had its own training facility and training was provided in it or availed the facility of another provider and its details.

#### **19.** Insolvency act:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court

or any other order made against them or in the case of the company passing any resolution or making of any order for winding up, whether voluntary or otherwise the High Commission of India, Colombo shall have the power to terminate the contract without previous notice.

#### 20. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the Competent Authority from High Commission of India, Colombo will have the right to cancel the work order without assigning any reason thereof and nothing will be payable by the High Commission of India in that event and outstanding amount if any payable to the contractor/security company will stand forfeited.

#### 21. Right to call upon Information Regarding Status of Work:

The High Commission of India will have the right to call upon information from the selected security agency/contractor regarding details / status of supply of the Security Guards and / or related matters at any point of time.

#### **22. Precautionary Measures:**

- a) While observing the economy in costs in his own interest, the contractor must be careful and strictly adhere to quality parameters of the services and supply indicated in the tender notice along with the time schedule prescribed etc., should not be violated at any cost.
- b) The contractor must take every care to see that the work or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/ copies should be retained / sold or otherwise made over by the contractor or any of his staff members or to any person other than the person(s) authorized by the High Commission of India.

#### 23. Past experiences/Service history/Achievements:

The Bidding Company/Contractor must have at least 03 (three) years' experience of engaging their armed/unarmed Security Guards at various Diplomatic Missions accredited in Sri Lanka and other organizations of repute. The Bidding Company will submit the list of all the clients, including diplomatic missions and government agencies currently serviced by them along with the list of the clients/diplomatic missions and government agencies serviced in the last 3 years as part of the Technical Bid (Para No. 9.ii). The contractor should also mention about the Quality Certification they possess or/and obtained for its quality services and must provide copies of such certificates as proof along with the technical bid. The contractor must indicate about the Attrition rate of Security Guards and Supervisors (the average period for which a Security Guard remains with the company) and also provide copies as proof along with the technical bid. References of work done in the past should at least be equivalent to the work mentioned in the specifications provided in Annexure-II.

#### 24. Terms of Payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by Bank Transfer to the designated bank account of the contractor.
- d) The High Commission of India shall be at liberty to withdraw any of the payments in full or in part subject to recovery of penalties mentioned in preceding and subsequent Paras.

- e) The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money governed by the separate clauses of the contract.
- f) Wherever applicable, all payments will be made as per schedule of payments stated in Annexure-II.

#### 25. Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. In case of any loss/ damage of the Government of India property during the period of contract, the Security Agency would be liable for giving compensation to the High Commission of India, Colombo.

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# High Commission of India 36-38, Galle Road, Colomb-03

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#### Annexure-II

COL/ADMN/578/01/2024

### PARAMETERS, TECHNICAL SPECIFICATION AND TERMS & CONDITIONS FOR EXECUTING THE WORK

**Sub:-** Sealed tenders are invited on behalf of the President of India from the Registered and experienced Security Agencies in Sri Lanka for deployment of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:

- (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards -2 male and 1 female on 8-hour shifts, 5 days a week),
- (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard-8-hour shift, 7 days a week), and
- (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards 2 male, 1 female during day time on 12-hour shifts, 7 days a week).

#### **Terms & Conditions specific to the contract**

- **1.** The deployment of the seven (07) security guards will be distributed across three locations, with duty schedules comprising **8-hour and 12-hour shifts**, depending on the site, ensuring adequate security coverage for up to **68 duty hours per day**, seven days a week including Saturday, Sunday and Holidays as per site specific requirements.
- **2.** Release of the Security guard on duty should be arranged only on the relievers reporting for duty. The payment will be made on "No work no pay basis" against the absentee statement.
- **3.** The engagement is purely on temporary contract basis and valid for 01 (one) year. The number of any type of the Guards to be engaged may be adjusted (i.e., reduced / increased) at any time after awarding the contract depending on the actual requirement at that time and payment will, in that case, be made proportionally as per rate quoted in the Financial Bid. The contract may however be terminated before one year if the concerned Agency/contractor fails to fulfill the terms and conditions of the contract at any time before the expiry of the period of contract as per the various provisions of termination of the contract.
- **4.** The Tenderer Security Agencies should have a valid Registration certificate and License from the appropriate government authorities and should provide properly trained, uniformed and equipped unarmed/armed Security guards.
- **5.** This contract is between the High Commission of India and the Registered Agency and this contract will not confer any right on the Agency personnel to demand for permanent absorption in the High Commission of India in future. A declaration in this regard must be submitted along with the Technical Bid.
- **6.** Security Guards should have attended education at least upto 10<sup>th</sup> standard or matriculation equivalent. The Security Guard should be proficient in the local language (so as to deal with local visitors and unruly persons or group of persons). Should be in possession of minimum

- English language skills required to communicate with the High Commission's staff.
- **7.** Identification of the Security guards with proper badges duly authorized by the contractor should be issued and notified to the High Commission before deployment.
- **8.** The age of the Security guards should not be more than 50 years of age at any point of time during the contract period and documents as proof of age will have to be submitted when asked for. The Supervisory officer should not be more than 55 years of age. The Security Guards are required to be brought for an interview with the competent authority of High Commission of India before deployment for security duties as and when required by the High Commission.
- **9.** The Security guards should be physically and mentally fit and should not be suffering from any disability. The Contractor should submit Medical Fitness Certificate in respect of every Security guard from an authorized Medical Practitioner before the deployment. The Contractor must ensure that the Security Guard should not be emaciated, feeble and timid in an apparent sense.
- **10.** The Security guards should be thoroughly proficient and trained in handling of arms and other security equipment they are supposed to carry or use. They should be trained in basic security duties such as access control and anti-sabotage checks (of persons, baggage and vehicles) including use of basic security tools such as Hand-Held Metal Detector (HHMD), Door Frame Metal Detector (DFMD), Close Circuit Tele Vision (CCTV) monitoring, baggage and letter scanners etc. The Contractor may submit a documentary proof of the training undergone by each Security Guard to be deployed. Training and proficiency in the use of firearms, if any may also be duly notified to the High Commission.
- **11.** Engagement and the deployment of the Security Guards at their place of duty will have to be made within 7 days after the award of the contract between the Agency and the Government.
- **12.** In case of any loss/ damage of the Government of India property during the period of contract due to any act of omission or commission and if the fault and its responsibility is fixed on the contractor in a proper inquiry conducted by the High Commission, the Contractor would be liable to pay compensation which will be decided by the High Commission.
- **13.** While quoting rate, the Tenderer/Contractor should keep it in mind that no Provident Fund/Contribution to pension fund/social security fund/insurance etc. will be paid by the High Commission of India Colombo/Government of India owing to the duties of the personnel as Security Guards. The payment due, if any, in this regard should be made by the tenderer/contractor. The Contractor will be responsible for providing all types of Medical facilities to the Security guards. The High Commission of India, Colombo would not be liable for payment and reimbursement of any claim by the Agency or Security guard on ground of any medical treatment and facilities under any circumstances.
- **14.** It would be the personal responsibility of the Contractor for observance of Minimum Wages as laid down under relevant rules of the Sri Lanka while making payment to the unarmed Security Guards engaged by them for the proposed work.
- **15.** Rates quoted by the Bidding Company should be a comprehensive one i.e. inclusive of all sorts of local taxes e.g. VAT etc.
- **16.** Security guard should have technical know-how regarding operation of fire extinguishers. Certificate if any, may also be produced to that effect.

- **17.** The Security Guards should be provided with Proper Uniforms from the tenderer Agency/contractor itself. They must possess Photo Identity Card, issued by the Agency
- **18.** Rate per Security Guard per hour should be quoted covering extra duties if any. The High Commission of India will be responsible for paying monthly bills for as many armed/unarmed Security Guards only as may be engaged during the month concerned.
- **19.** The security guards should have been vetted by local government's security department(s) in terms of past record, character and antecedents. The contractor should provide background details of the Security Guards and also proof of their vetting. Police antecedents and general character of each Security Guard should be properly verified by the Agency. No Security Guard, whose Police antecedents and general character have not been positively verified, would be engaged at the premises of the High Commission of India. For this purpose, a wider pool of personnel [Consisting of at least ten (10) persons] shall be maintained by the contractor, from which the required number of Security Guards will be engaged at the High Commission of India Colombo. The details of the selected Security Guards must be submitted with all relevant records, like- detailed Bio- Data, International and Domestic passport, residency registrations, education qualification, past record of service, license to perform security duty, training undergone, copy of Labour book of the Security Guard, Reports of verification of Police antecedents and general character, authenticated copy of Photo Identity Card etc. in respect of each one of them, must be submitted to the High Commission of India within a week after the work order has been awarded in favour of the successful Bidding Company/Contractor.
- **20.** The Service provider should have a system of undertaking supervisory checks of the functioning of the Security Guards to ensure efficiency and effectiveness of the duties discharged. The contractor should provide descriptive details of the system of proposed supervision including the details of the scheduled and surprise inspections and the same may be notified to the High Commission of India, Colombo. Any modifications in the system of the supervision may be immediately notified to the High Commission. The High Commission also reserves the right to seek modification of the supervisory system and enforce the same in consultation with contractor to ensure efficiency and effectiveness of the supervision and discharge of duties by the Security Guards.
- 21. One Supervisory Official of the Agency, not above the age of 55 years and preferably having knowledge of English along with Sinhala language should always (24 hours, round the clock) be available to pass on information/ instruction as may be required from time to time to ensure security aspects of the High Commission of India, Colombo or day to day operational aspects of the Security Guards or any other related matters. For this purpose, at least two dedicated telephone numbers (One Landline & One Mobile) along with the email ID of such Supervisory Official should be submitted to competent authority of the High Commission of India, Colombo, within a week after the work order has been awarded in favour of the successful Bidding Company. Any change in the Supervisory officer or his contact details should be notified to the competent authority of the High Commission of India, Colombo immediately through phone, email and by post, along with all the details.
- **22.** Any sort of sloppiness or negligence or non-performance on the part of the Security Guard in their assigned duty will be viewed seriously by the High Commission of India, Colombo. On the event of finding any Security Guard inattentive / sloppy during any period within his duty-timing, an amount equal to one shift's charges (08 hours/12 hours as the case may be) for engagement of one Security Guard of his type will be deducted from the relevant monthly claim-bill which may be submitted by the Agency for the month covering the concerned period. In such scenarios, the delinquent security guard may be required to be immediately replaced. Frequent negligence or sloppiness or misbehavior may warrant escalation of the

penalty to double or termination of the contract.

23. In the event of any loss being suffered by the High Commission of India, Colombo owing to any fault/negligence on the part of the Agency or the Security Guards engaged by them, the actual amount of loss in monetary terms will be assessed by the competent authority of the High Commission of India, Colombo and the entire amount of such loss will be made good from the Agency. Necessary financial recovery or adjustments as may be deemed fit by the High Commission of India, Colombo will be made in order to make good the assessed value of the loss. The High Commission of India, however, reserves the right to adopt any other lawful means towards recovery of the loss with interest, if it becomes necessary to make good the loss of Government / Public property.

#### **24. Scope of Work**: The scope of work of the Security Guard is as follows:-

- a) Deployment of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:
  - (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards 2 male and 1 female on 8-hour shifts, 5 days a week),
  - (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard 8-hour shift, 7 days a week), and
  - (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards 2 male, 1 female during day time on 12-hour shifts, 7 days a week).
- b) Deployment of the seven (07) security guards will be distributed across three locations, with duty schedules comprising 8-hour and 12-hour shifts, depending on the site, ensuring adequate security coverage for up to 68 duty hours per day, seven days a week as per site specific requirements.
- c) Primary responsibility of the Security guard is to regulate the access control and ensure security at above mentioned premises. Under no circumstances the main gate should ever remain unattended. However, during lean hours, when there is no movement of visitors at the gates, he will be responsible to take periodic patrolling and surveillance for suspected activities in the premises.
- d) He should be polite and courteous with the visitors and staff while performing his security duties.
- e) He should be trained in basic security aspects and must know about operation of security and technical equipment like, Hand Held Metal Detector (HHMD), Door Frame Metal Detector (DFMD), Close Circuit TeleVision (CCTV) monitoring, baggage and letter scanners etc. and trained in handling and utilization of fire extinguishers.
- f) He should be aware of Anti-sabotage measures and must watch over for any damage, fire etc. and safeguard the property, men, material etc.
- g) To be alert and aware of the procedure of handling of unattended packages and strange objects and respond in emergency situations like fire, law & order, medical etc.
- h) Security guards to be very alert on duty, irrespective of day or night time, both physically and mentally throughout the shift and report any security related issues immediately to the supervisory officer of the Indian High Commission, Colombo.
- i) Security Guards employed by the company should be disciplined, alert and in proper

- uniform whenever they are on duty. Agency/Company will ensure to maintain proper supervision over the security guard with regards to their discipline, alertness, proper uniform, conduct in the course of their duty and carry out periodic inspections.
- j) The Security guard will also be responsible for maintaining and updating of relevant documents at the gate, like- Registers, Files etc. and making entries, as prescribed by the competent authority of High Commission of India, Colombo and as per the SOP outlined by the High Commission.
- **25.** While making evaluation of the Financial Bids, the total rate for one (1) unarmed Security Guards on hourly basis as a whole will be taken into consideration for declaring the Lowest Bidder. In case any difference is found between the Rate quoted in figure (digit) and that in words, the Rate as mentioned in words will be taken into consideration.

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#### High Commission of India 36-38, Galle Road, Colombo-03 \*\*\*\*\*

#### ANNEXURE-III

COL./Admn /578/1/2024

### TECHNICAL BID PROFORMA & UNDERTAKING (Also see clause 7 of Annexure I for Criteria)

**Sub:-** Sealed tenders are invited on behalf of the President of India from the Registered and experienced Security Agencies in Sri Lanka for deployment of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:

- (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards 2 male and 1 female on 8-hour shifts, 5 days a week),
- (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard 8-hour shift, 7 days a week), and
- (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards 2 male, 1 female during day time on 12-hour shifts, 7 days a week).

The combined deployment will cover upto 68 duty hours per day across the three sites, as per site specific requirements.

(Tenderer/Contractor may use separate sheet wherever required)

1.	Name of the Tenderer/Contractor:			
	(Brief introduction of the company to be provided)			
2.	Registration No.			
	vidence of registration of the company under applicable laws of Sri Lanka on date to be ached. If registered under more than one law, the same be furnished)			
3.	Address of the Registered Office:			
4.	Correspondence address:			
5.	Contact details:			
	a) Telephone:			
	b) Fax:			
	c) E-mail:			
6.	Nature of the Company /Contractor:			

(i.e. sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization). In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the

general power of attorney.

- 7. Each Para of NIT and its Annexure should be signed and stamped. Whether the same has been done (Yes/ No):\_\_\_\_\_\_
- 8. Brief details of Personnel proposed to be deployed on the work should be given on a separate sheet (indicating their names; qualifications; experience in the field; and your personal opinion about them.)
- 9. The Bidding Company should also provide details for the following as per the 10 Quality Parameters for the Service Provider:
- I. The Bidding Company should have at least 3 (three) years' experience, immediately preceding this tender of engaging their armed/unarmed Security Guards at other Diplomatic Mission accredited to Sri Lanka and other organizations of repute (may indicate names of those Mission(s)/Organization(s)- current and past 3 years). The Bidding Company should have a successful track-record of engaging at least 3 Security Guards covering round the clock security arrangement of an organization.
- II. List of Other Clients of the Company, which are currently being serviced in Sri Lanka and other countries, if any. Details of the Clients which have been serviced in past 3 years may be provided in the same sheet along with period and summary of the work done for the said client. The Bidding Company may be called upon to show the documentary proof of such engagement by other clients, if required before the final work order. Achievements of the company, if any like servicing of major events, high value security targets/institutions, VVIP security and referrals of Diplomatic Missions and Government agencies, if any may be also attached with the list.
- III. Notarized Attested copy of valid Registration Certificate, License and any other registrations/ licenses required under Sri Lankan laws from the Sri Lankan authorities should be enclosed with the Technical Bid and the originals may be produced on demand by the High Commission of India, Colombo.
- IV. Details of the range of security services, if any, besides the provision of manpower services provided by the Company.
- V. Full details of the Reserve pool of the manpower, which is available for engagement (indicating clearly total manpower in rolls and those engaged with other clients) and the logistics with the company like response teams, patrol vehicles / security equipments, control room facilities, communication equipments under use, etc. In a separate sheet, brief details of a pool of ten (10) Personnel proposed to be deployed on the work in High Commission of India, Colombo should be given indicating their names, age, qualifications, experience in the field and your personal opinion about them.
- VI. List of Security Guards and Supervisors (name, date of joining and date of leaving the company & contact details, preferable phone number), who have left the company during at least last 3 years. Reasons for leaving the company may also be specified in the Remarks column.

- VII. Details of the training facility (with address & contact details) owned by the Company, If any along with curriculum and the duration of the training for the Security Guards and supervisors. In case, the company does not have its own training facilities, details of the facility used by the Company for its manpower. The High Commission reserves the right to visit the training facility mentioned in the Technical Bid to ascertain the facts and the Bidding company/ Service provider would facilitate the same.
- VIII. Details of the Certification received by the Company from ISO and other specialized security certification bodies for Quality of its service. The company may also provide the details of the relationship/ interaction/ liaison of the company with the Local police, if any for the delivery of security services for its clients.
- IX. A Statement clearly indicating the scope and limit of the liability of Bidding Company along with manner of servicing the liability in case of loss/ damage to property of High Commission under their watch may be enclosed.
- X. Statement of take-home pay and allowances for the current Security Guards and Supervisor (s) under the Company's employment among whom seven (07) security guards would be deployed in the High Commission of India, Colombo, along with the details of the gratuity, if any or contributions to the social security and other statutorily required contributions and leave facilities. The High Commission reserves the right to seek any information from the bidding company or the service provider regarding the service matters of the Security Guards and Supervisors to ensure proper and efficient delivery of services.

Non-submission of any one of the 10 details sought by the bidding company along with the Technical Bid would be considered incomplete and would be summarily rejected.

- 10. Other information:
  - **a.** Whether the company is familiar with local policies, plans and procedures associated with the local contractual requirements and their practical applications?
  - **b.** What is the curriculum and duration of training of the Security Guards and the Supervisors?
  - **c.** Do you have a 24X7 Control room? What are its salient features?
- 11. Any other information important and relevant in the opinion of the tenderer.

[Signature(s) of Tenderer(s) with Name, Designation, Date & Stamp of firm/ Agency]

### **UNDERTAKING**

1. I/We undertake that I/We have carefully studied all the terms and conditions and understo the parameters of the proposed contract of the High Commission of India Colombo and shabide by them.	
2. I/We also undertake that I/We have understood "Parameters and Technical Specifications conducting the Work" mentioned in Annexure-II of the Tender NIT NCOL/ADMN/578/01/2024 Dated, and shall conduct the work strictly as per the "Parameters and Technical Specifications for conducting the Work."	Vо
3. I/We further undertake that the information given in this tender are true and correct in respect and I/We hold the responsibility for the same.	all
4. I/We also undertake that the information about the past experience and current details bei supplied with Technical Bid are in accordance with specifications given in the Annexure-II to to NIT No. COL/ADMN/578/01/2024 Dated and I/We shall be responsible rejection/cancellation of contract if proved false.	the
5. I/We undertake that this contract will not confer any right on the Agency personnel demand for permanent absorption in the High Commission of India, Colombo in future.	to
Dated at	
(Dated Signature of Tenderer with stamp of the firm)	

# High Commission of India 36-38, Galle Road, Colombo-03

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#### Annexure- IV

COL/ADMN/578/01/2024

#### FINANCIAL BID PROFORMA

**Sub:-** Sealed tenders are invited on behalf of the President of India from the Registered and experienced Security Agencies in Sri Lanka for deployment of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:

- (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards 2 male and 1 female on 8-hour shifts, 5 days a week),
- (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard 8-hour shift, 7 days a week), and
- (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards 2 male, 1 female during day time on 12-hour shifts, 7 days a week).

The combined deployment will cover approximately 68 duty hours per day across the three sites.

#### (See Clause 8 of Annexure-I of this Tender Document)

1.	Name of the firm:
2.	Address of the Registered Office:
3.	Correspondence address:
4.	Contact details: a) Telephone: b) Fax: c) E-mail:
	Hourly rates in Figures(in Sri Lankan Rupees):
	clusive of all incidental charges, taxes & statutory liabilities]
6.	Any other information:
wo	<b><u>OTE:</u></b> In case any difference is found between the Rate quoted in figure (digit) and that in rds, the Rate as mentioned in words will be taken into consideration. The Bid is valid for a find of 180 days from the date of the opening of the Bid.
Da	ted at:  (Dated Signature of Tenderer with stamp of the firm)

# High Commission of India 36-38, Galle Road, Colombo-03

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#### Annexure- V

COL/ADMN/578/01/2024

# PERFORMANCE / SERVICE GUARANTEE FORMAT (See Clause 9 of Annexure- I of this Tender Document)

To,	
Hiş	gh Commission of
Ind	lia, Colombo.
	Our Letter of Guarantee No
-	Tender / Contract Order Nodated
1.	You have entered into a Service Agreement No with
	Provider/tenderer/bidder hereinafter referred to as "Contractor") for providing Security Guards for the price and on the terms and conditions contained in the said Service Agreement.
2	In accordance with the terms of the said Service Agreement, the Contractor has agreed to furnish you with an irrevocable and unconditional bank guarantee in a form and from a bank acceptable to the High Commission of India, Colombo as security for the due performance by the Service Provider of all his contractual obligations under the said Service Agreement in an amount equal to 10% (ten percent) of the total value of the Service Agreement to be valid from the date of signing of Service Agreement and up to 14 months from the date of satisfactory commissioning of the service.
3.	In consideration thereof, we,hereby irrevocably and unconditionally guarantee to pay to you on demand and without demur and without reference to the Contractor such amount or amounts not exceeding the sum of Sri Lankan Rupees
4.	(SLRonly) being 10% (ten percent) of the total value of the Service Agreement on receipt of any information from High Commission of India, Colombo that the Contractor has not fulfilled his contractual obligations. The High Commission of India, Colombo shall be the sole judge for such nonfulfillment and the Contractor shall have no right to question such judgment.  The High Commission of India, Colombo shall have the right to file/make the claim on us
<b>→.</b>	under the guarantee for a further period of two months from the said date of expiry of the contract.

- **5**. This guarantee shall not be revoked without any express consent of High Commission of India, Colombo.
- **6**. This guarantee shall not be affected by any change in the constitution of our Bank or the Contractor or for any other reason whatsoever.
- 7. Any claim/extension under the guarantee can be lodged at issuing outstation branch and also become payable at our issuing outstation bank as per confirmatory letter/letters of the concerned bank branches as attached.

Notwithstanding anything herein contained, our liability under this guarantee is limit				limited				
to	Sri	Lankan	Rupees			(5	Sri	Lankan
Rupees								_only)
and the guarantee will remain in force up to and including						_		
(Date) and shall be extended from time to time for such period or periods as may be desired								
by High Commission of India, Colombo.								
Delta Unless a demand or claim under this guarantee is received by us in writing within two month				o months				
from				(	expiry date	e) i.e. on	or befo	re
(claim period end date) we shall be discharged from al				from all				
	to Rupees and the (Date) by High Unless	to Sri Rupees and the guarante (Date) and shall by High Commit Unless a demand	to Sri Lankan Rupees and the guarantee will remain ir (Date) and shall be extended from the by High Commission of India, Countries a demand or claim under	to Sri Lankan Rupees Rupees and the guarantee will remain in force up to ar (Date) and shall be extended from time to time by High Commission of India, Colombo. Unless a demand or claim under this guarantee from	to Sri Lankan Rupees Rupees and the guarantee will remain in force up to and including (Date) and shall be extended from time to time for such puby High Commission of India, Colombo. Unless a demand or claim under this guarantee is received from	to Sri Lankan Rupees  Rupees  and the guarantee will remain in force up to and including  (Date) and shall be extended from time to time for such period or p by High Commission of India, Colombo.  Unless a demand or claim under this guarantee is received by us in w from  (expiry date	to Sri Lankan Rupees (SRupees and the guarantee will remain in force up to and including (Date) and shall be extended from time to time for such period or periods a by High Commission of India, Colombo.  Unless a demand or claim under this guarantee is received by us in writing w from (expiry date) i.e. on	to Sri Lankan Rupees (Sri Rupees and the guarantee will remain in force up to and including (Date) and shall be extended from time to time for such period or periods as may be by High Commission of India, Colombo.  Unless a demand or claim under this guarantee is received by us in writing within twelfrom (expiry date) i.e. on or before

liabilities under this guarantee thereafter.

# High Commission of India 36-38, Galle Road, Colombo-03

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#### **Annexure-VI**

COL/ADMN/578/01/2024



**High Commission of India, Colombo** 

Engagement of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:

- (i) High Commission of India, 36-38, Galle Road, Colombo-03
- (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 and
- (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07.

Contract/Agreement between

The President of the Republic of India (represented through High Commissioner of India in Colombo, Sri Lanka

Allu
 (Name of security agency)
(Address)

### **Contract**

This contract is made on the day of between The President of The Republic of India acting through High Commissioner of India, in Colombo, Sri Lanka (Hereinafter referred to as the "High Commissioner" which expression shall unless repugnant to the context, include its successors in office and assigns) of the First Part.							
	And						
	signed byunder the seal of						
	FOR						
fol (i) on (ii) - 8 (iii	Engagement of seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:  (i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards – 2 male and 1 female on 8-hour shifts, 5 days a week),  (ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard – 8-hour shift, 7 days a week), and  (iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards – 2						
	ale, 1 female during day time on 12-hour shifts, 7 days a week).						
1.	them in the Conditions of Contract hereinafter referred to.						
3. In consideration of the payments made by the <b>High Commission of India, Colombo</b> to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the <b>High Commission of India, Colombo</b> to provide the following in conformity in all respects with the provisions of the Contract.							
a)	seven (07) nos. of unarmed Security Guards to provide security services at following three different locations:						
	(i) High Commission of India, 36-38, Galle Road, Colombo-03 (03 guards – 2 male and 1 female all during day time on 8-hour shifts, 5 days a week),						
	(ii) Deputy High Commissioner's Residence, No. 1, Queen's Avenue, Colombo-07 (01 male guard – 8-hour shift, 7 days a week), and						
	(iii) Swami Vivekananda Culture Centre, No. 16/2, Gregory's Road, Colombo-07 (03 guards – 2 male, 1 female during day time on 12-hour shifts, 7 days a week).						
b)	The combined deployment will cover approximately 68 duty hours per day across the three sites of. The duration of the shift for the security guards shall be 08 hours except at Swami Vivekananda Culture Centre, where it is 12 hours. These shifts shall cover all days including Saturday, Sunday and Holidays at Deputy High Commissioner's Residence & Swami Vivekananda Culture Centre, and limited to working days (i.e., Monday to Friday except holidays) at High Commission of India premises.						

- C) The primary responsibility of the Security guard is to regulate the access control and ensure security at above mentioned premises. Under no circumstances the main gate should ever remain unattended. However, during lean hours, when there is no movement of visitors at the gates, he/she will be responsible to take periodic patrolling and surveillance for suspected activities in the premises.
- d) He/She should be polite and courteous with the visitors and staff while performing his security duties
- e) He/She should be trained in basic security aspects and must know about operation of security and technical equipment like, Hand Held Metal Detector (HHMD), Door Frame Metal Detector (DFMD), Close Circuit TeleVision (CCTV) monitoring, baggage and letter scanners etc. and trained in handling and utilization of fire extinguishers.
- f) He/She should be aware of Anti-sabotage measures and must watch over for any damage, fire etc. and safeguard the property, men, material etc.
- **g)** To be alert and aware of the procedure of handling of unattended packages and strange objects and respond in emergency situations like fire, law & order, medical etc.
- h) Security guards to be very alert on duty, irrespective of day or night time, both physically and mentally throughout the shift and report any security related issues immediately to the supervisory officer of the Indian High Commission, Colombo.
- i) Security Guards employed by the company should be disciplined, alert and in proper uniform whenever they are on duty. Agency/Company will ensure to maintain proper supervision over the security guard with regards to their discipline, alertness, proper uniform, conduct in the course of their duty and carry out periodic inspections.
- j) The Security guard will also be responsible for maintaining and updating of relevant documents at the gate, like- Registers, Files etc. and making entries, as prescribed by the competent authority of High Commission of India, Colombo and as per the SOP outlined by the High Commission.
- 4. **Time period of contract:** The contract is valid for a period of one year from ..... to ..... extendable for another one year on same terms, conditions, charges and subject to mutual consent of both parties. The High Commission reserves the right to terminate the agreement with prior notice of two months or immediately at any time with one month's payment, without assigning any reason.

#### 5. Terms of Payment:

- a) No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
- b) The contractor shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be in Sri Lankan rupees and shall be made by Bank Transfer to the designated bank account of the contractor.
- d) The High Commission of India shall be at liberty to withdraw any of the payments in full or in part subject to recovery of penalties mentioned in preceding and subsequent Paras.
- e) The term "Payment" mentioned in this Para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money governed by the

- separate clauses of the contract.
- f) Wherever applicable, all payments will be made as per schedule of payments stated in Annexure-II.
- 6. **Penalty:** In the event of the contractor failing to perform the assigned tasks in compliance with the terms and conditions mentioned in the tender document and Service Agreement and to the satisfaction of the High Commission of India, the High Commission shall have the rights to withhold payments against such tasks over and above those mentioned in **Clause 10** or immediately terminate the contract in case of frequent and / or serious lapses in security supervised by the contractor or repeated noncompliance of the terms and conditions of the Service Agreement and tender documents. High Commission shall have the right to ask the contractor to withhold some or all the tasks assigned and / or to re do the tasks in compliance with the terms and conditions mentioned in the Service Agreement and tender document. Violations would attract penalty in the shape of deduction from claim-bills of the successful Tenderer Agency/Contractor as per **Clause 10**.
- 7. **Termination of tender:** The contract will be valid for 1 (one) year. However, it will be open to either the Contractor or the High Commission of India to terminate / withdraw the contract by giving two months' advance notice. The High Commission of India, Colombo shall also have the right to terminate the contract by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc. The High Commission of India, Colombo reserves the right to impose a financial penalty in terms of Sri Lankan Rupees(SLR) equivalent to the service charges of two months or forfeiting of Part OR complete amount of the Performance/Security Guarantee, in case the latter terminates the contract without providing two months' termination notice.
- 8. **Training Facilities:** The contractor must provide details of the training facilities for the security guards and supervisors employed about how the training of the Security Guards was imparted, duration and topics of training, whether the agency/contractor had its own training facility and training was provided in it or availed the facility of another provider and its details.
- 9. **Insolvency act:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order made against them or in the case of the company passing any resolution or making of any order for winding up, whether voluntary or otherwise the High Commission of India, Colombo shall have the power to terminate the contract without previous notice.
- 10. **Breach of Terms and Conditions:** In case of breach of any of terms and conditions mentioned above, the Competent Authority from High Commission of India, Colombo will have the right to cancel the contract without assigning any reason thereof and nothing will be payable by the High Commission of India in that event and outstanding amount if any payable to the contractor/security company will stand forfeited.
- 11. **Right to call upon Information Regarding Status of Work:** The High Commission of India will have the right to call upon information from the selected security agency/contractor regarding details / status of supply of the Security Guards and / or related matters at any point of time.
- 12.**Precautionary Measures:** While observing the economy in costs in his own interest, the contractor must be careful and strictly adhere to quality parameters of the services and supply indicated in the tender notice along with the time schedule prescribed etc., should not be violated at any cost. The contractor must take every care to see that the work or any portion thereof does not fall into unauthorized hands. Care should be taken to execute the work under proper security conditions and no spare item of work/copies should be retained / sold or otherwise made over by the contractor or any of his staff members or to any person other than the person(s) authorized by the High Commission of India.
- 13. **Arbitration:** If any difference arises concerning this Agreement, its interpretation on the payment to be made thereunder, the same shall be settled by mutual consultations and negotiations. In case of any

loss/ damage of the Government of India property during the period of contract, the Security Agency would be liable for giving compensation to the High Commission of India, Colombo.

#### 14. Other Miscellaneous Points:

- **1.** This contract is between the High Commission of India and the Registered Agency and this contract will not confer any right on the Agency personnel to demand for permanent absorption in the High Commission of India in future. A declaration in this regard must be submitted along with the Technical Bid.
- **2.** Security Guards should have attended education at least upto 10<sup>th</sup> standard or matriculation equivalent. The Security Guard should be proficient in the local language (so as to deal with local visitors) and they should be in possession of minimum English language skills required to communicate with the High Commission staff.
- **3.** Identification of the Security guards with proper badges duly authorized by the contractor should be issued and notified to the High Commission before deployment.
- **4.** The age of the Security guards should not be more than 50 years of age at any point of time during the contract period and documents as proof of age will have to be submitted when asked for. The Supervisory officer should not be more than 55 years of age. The Security Guards are required to be brought for an interview with the competent authority of High Commission of India before deployment for security duties as and when required by the High Commission.
- 5. The Security guards should be physically and mentally fit and should not be suffering from any disability. The Contractor should submit Medical Fitness Certificate in respect of every Security guard from an authorized Medical Practitioner before the deployment. The Contractor must ensure that the Security Guard should not be emaciated, feeble and timid in an apparent sense.
- **6.** Engagement and the deployment of the Security Guards at their place of duty will have to be made within seven days after the award of the contract between the Agency and the Government.
- 7. In case of any loss/ damage of the Government of India property during the period of contract due to any act of omission or commission and if the fault and its responsibility is fixed on the contractor in a proper inquiry conducted by the High Commission, the Contractor would be liable to pay compensation which will be decided by the High Commission.
- **8.** No Provident Fund/Contribution to pension fund/social security fund/insurance etc. will be paid by the High Commission of India Colombo/Government of India owing to the duties of the personnel as Security Guards. The payment due, if any, in this regard should be made by the tenderer/contractor. The Contractor will be responsible for providing all types of Medical facilities to the Security guards. The High Commission of India, Colombo would not be liable for payment and reimbursement of any claim by the Agency or Security guard on ground of any medical treatment and facilities under any circumstances.
- **9.** It would be the personal responsibility of the Contractor for observance of Minimum Wages as laid down under relevant rules of the Sri Lanka while making payment to the unarmed Security Guards engaged by them for the proposed work.
- **10.** Security guard should have technical know-how regarding operation of fire extinguishers. Certificate if any, may also be produced to that effect.
- **11.** The High Commission of India will be responsible for paying monthly bills for as many Unarmed Security Guards only as may be engaged during the month concerned.
- **12.** The security guards should have been vetted by local government's security department(s) in

terms of past record, character and antecedents. The contractor should provide background details of the Security Guards and also proof of their vetting. Police antecedents and general character of each Security Guard should be properly verified by the Agency. No Security Guard, whose Police antecedents and general character have not been positively verified, would be engaged at the premises of the High Commission of India. For this purpose, a wider pool of personnel [Consisting of at least ten (10) persons] shall be maintained by the contractor, from which the required number of Security Guards will be engaged at the High Commission of India Colombo. The details of the selected Security Guards must be submitted with all relevant records, like- detailed Bio- Data, International and Domestic passport, residency registrations, education qualification, past record of service, License to perform security duty, training undergone, copy of Labour book of the Security Guard, Reports of verification of Police antecedents and general character, authenticated copy of Photo Identity Card etc. in respect of each one of them, must be submitted to the High Commission of India within a week after the work order has been awarded in favour of the successful Bidding Company/Contractor.

- **13.** The contractor should have a system of undertaking supervisory checks of the functioning of the Security Guards to ensure efficiency and effectiveness of the duties discharged. The contractor should provide descriptive details of the system of proposed supervision including details of the scheduled and surprise inspections and the same may be notified to the High Commission of India, Colombo. Any modifications in the system of the supervision may be immediately notified to the High Commission. The High Commission also reserves the right to seek the modification of the supervisory system and enforce the same in consultation with the contractor to ensure efficiency and effectiveness of the supervision and discharge of duties by the Security Guards.
- 14. One Supervisory Official of the Agency, not above the age of 55 years and preferably having knowledge of English along with Sinhala language should always (24 hours, round the clock) be available to pass on information/ instruction as may be required from time to time to ensure security aspects of the High Commission of India, Colombo or day to day operational aspects of the Security Guards or any other related matters. For this purpose, at least two dedicated telephone numbers (One Landline & One Mobile) along with the email ID of such Supervisory Official should be submitted to competent authority of the High Commission of India, Colombo, within a week after the work order has been awarded in favour of the successful Bidding Company. Any change in the Supervisory officer or his contact details should be notified to the competent authority of the High Commission of India, Colombo immediately through phone, email and by post, along with all the details.
- **15.** Any sort of sloppiness or negligence or non-performance on the part of the Security Guard in their assigned duty will be viewed seriously by the High Commission of India, Colombo. On the event of finding any Security Guard inattentive / sloppy during any period within his duty-timing, an amount equal to one shift's charges (08 Hrs or 12 hours as the case may be) for engagement of one Security Guard of his type will be deducted from the relevant monthly claim-bill which may be submitted by the Agency for the month covering the concerned period. In such scenarios, the delinquent security guard may be required to be immediately replaced. Frequent negligence or sloppiness or misbehavior may warrant escalation of the penalty to double or termination of the contract.
- **16.** In the event of any loss being suffered by the High Commission of India, Colombo owing to any fault/negligence on the part of the Agency or the Security Guards engaged by them, the actual amount of loss in monetary terms will be assessed by the competent authority of the High Commission of India, Colombo and the entire amount of such loss will be made good from the Agency. Necessary financial recovery or adjustments as may be deemed fit by the High Commission of India, Colombo will be made in order to make good the assessed value

of the loss. The High Commission of India, however, reserves the right to adopt any other lawful means towards recovery of the loss with interest, if it becomes necessary to make good the loss of Government / Public property.

**15. Force Majeure:** Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; epidemic or pandemic; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

Authorize	d representativ	e of Contractor
M/s		
Colombo		

Head of Chancery High Commission of India Colombo