



Government of India

**Ministry of Communications & IT
Department of Telecommunications**

**O/o the Principal Controller of Communication Accounts,
Tamilnadu Circle, 7th Floor, R.K.Nagar Telephone Exchange Building,
238, R.K.Mutt Road, Chennai-600 028.**

BID DOCUMENT

**TENDER FOR PROVIDING SERVICES OF
SECURITY GUARD (UNARMED)**

**in the O/o PCCA, TNC, Chennai
Department of Telecommunications**

(Visit us at : www.ccatn.gov.in)

Not transferable

Price of Bid Document: Rs.200/-

Signature & Seal of the Tenderer

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Signature & Seal of the Tenderer

Government of India
Ministry of Communications & IT
Department of Telecommunications
O/o the Principal Controller of Communication Accounts,
Tamilnadu Circle, 7th Floor, R.K.Nagar Telephone Exchange Building,
238, R.K.Mutt Road, Chennai-600 028.

Notice Inviting Tender

Limited Tender No.: Pr. CCA/TNC/ADMN/SEC/2014-15/

Dated : 09-02-2015

Limited tender for providing services of Three (3) Security Guard (UNARMED), to O/o Pr. CCA Tamilnadu Circle, Chennai (TWO BID SYSTEM)

Sealed tenders are invited for and on behalf of President of India from reputed contractors for outsourcing the services of Security Guard to O/o Pr. CCA Tamil Nadu Circle, Chennai as per details given below:-

S. No.	Limited Tender No. Pr. CCA/TNC/ADMN/SEC/2014-15/	Cost of Bid Document	Earnest Money Deposit	Area of Contract
1	Providing services of Security Guard – Three (3)	Rs.200/-	Rs.12,000/-	O/oPr.CCA Tamilnadu Circle, Chennai.

Note : The number of Security Guards can be increased or decreased as per the requirement from time to time.

1. **Period of Contract: -** One year from the date of agreement further extendable by one year under same terms & conditions.
2. **Mode of Payment: -** Tender document can be obtained from Jt. CCA (Admn), O/o Pr. CCA Tamilnadu Circle, Chennai after paying cost of bid document in cash at the cash counter of O/o Pr. CCA, Tamilnadu Circle, Chennai or downloaded from website of this office i.e, ccatn.gov.in. Provided the cost of tender document in the form of DD obtained from a nationalized/scheduled bank payable at Chennai sent along with tender document.
3. **Earnest Money Deposit of Rs.12,000/-** is to be deposited in the form of Demand Draft issued by a Nationalized or Scheduled Bank drawn in favour of AO(Cash), O/o Pr. CCA Tamilnadu Circle, Chennai payable at Chennai.
Tender document containing detailed description of work & Terms & conditions can be had from Jt.CCA (Admn), O/o PCCA, TNC, Chennai on payment of cash of Rs.200/- or download from our website ccatn.gov.in. If the Bid Form is downloaded from website, it must be accompanied by crossed DD for Rs.200/- drawn on any Scheduled Bank in Chennai in favour of Accounts Officer (CASH), O/o Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai and the same should be kept with the Technical Bid.
4. **Sale of Tender Documents** **From 09-02-2015 to 25-02-2015 on all working days. Time 1030 hrs to 1330hrs.**

Signature & Seal of the Tenderer

5. Time and last date of submission of Bid : Up to 1500 HRS on 02.03.2015
6. Time of Bid Opening (Technical Bid) : At 1530 HRS on 02.03.2015
7. Date of time for opening of Financial Bids for technically qualified bidders } : To be notified later
8. Venue of Bid Opening
**O/o Pr. Controller of Communication Accounts,
Tamilnadu Circle, 7th Floor R.K.Nagar Telephone
Exchange Building, 238, R.K.Mutt Road,
Chennai-600 028. Ph.No.044-24955806**
9. Validity of Tenders : 90 days from the date of Opening of
Tender

10. The interested Companies/ Firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.12,000/- and other requisite documents up to 1500 hours on 02-03-2015 in the Tender Box kept in the **O/o Pr. Controller of Communication Accounts, Tamilnadu Circle, 7th Floor, R.K.Nagar Telephone Exchange Building, 238, R.K.Mutt Road, Chennai. The sealed tenders may also be sent by registered post/speed post to reach this office on or before the date and time specified.** The tenders shall not be entertained after this deadline under any circumstances whatsoever.

11. The tender, which is not accompanied by the requisite Earnest Money Deposit, shall be summarily rejected. The Pr. CCA, Tamilnadu Circle, Chennai reserves the right to reject any or all tenders without assigning any reasons whatsoever.

12. This tender documents contains 31 no. of pages including Technical & Financial Bid.

**Deputy Controller of Communication Accounts (Admn)
On behalf of President of India,
O/o Principal Controller of Communication Accounts,
Tamilnadu Circle, Chennai**

Signature & Seal of the Tenderer

Government of India, Ministry of Communications & IT
Department of Telecommunications
O/o the Principal Controller of Communication Accounts,
Tamilnadu Circle, 7th Floor R.K.Nagar Telephone Exchange Building,
238, R.K.Mutt Road, Chennai-600 028.

TENDER NOTICE FORM

Limited tender for Providing services of Three (3) Security Guards (UNARMED), to O/o Pr. CCA Tamilnadu Circle, Chennai.

(TWO BID SYSTEM)

- | | | |
|-----|--|--|
| 1. | Tender No | Pr. CCA/TNC/ADMN/SEC/2014-15/
Dated:09.02.2015 |
| 2. | Name of work | Providing services of Security Guard – Three Nos.
[The number of Security Guard can be increased
or decreased as per the requirement from time to
time] |
| 3. | Estimated cost | (i)Rs.6,00,000/- p.a. |
| 4. | Earnest Money Deposit | (ii) Rs.12,000/- |
| 5. | Last date of Sale of Tender form | Up to 1330 HRS on 25.02.2015 |
| 6. | Last date of receipt of tender form | Up to 1500 HRS on 02.03.2015 |
| 7. | Time & Venue for opening of Tender
(Technical Bid) | 1530 HRS on 02.03.2015
O/o the Principal Controller of Communications,
7th Floor, R.K.Nagar Telephone Exchange
Building, 238 R.K.Mutt Road, Chennai-600 028. |
| 8. | Validity of tender Offer | 90 days. |
| 9. | Cost of Tender form | Rs.200/- |
| 10. | Date of issue of DD with date & Amt
(To be filled in by Tenderer) | _____ |
| 11. | Issued in Favour of
(To be filled in by Tenderer) | _____ |

Signature & Seal of the Tenderer

SECTION-I

GENERAL INSTRUCTIONS

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his quotation.
2. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself or by his legal representative at Chennai city only.
3. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.
4. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job.
5. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.
6. It is implied that the tenderer has obtained all necessary informations directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered excuses for difficulties in performing the contract. The rates quoted should take all factors into consideration.
7. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
8. The tenderers who are confident of executing the contract in time by employing the required resources, men should only participate in this tender offer.
9. The tender schedule shall be read in conjunction with Specifications, General Instructions, and Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied himself/herself with the terms and conditions of the tender document.
10. The number of Security Guard required is 3 (Three) to be deployed by the office of Pr.CCA as per need and requirement. However, depending upon the requirement the number of security personnel may be decreased or increased in future, if required, on the same terms and conditions.

11. SUBMISSION OF BIDS

The tenders should be submitted in wax sealed covers superscribed “**Tender for Providing services of Security Guard (Unarmed) to O/o Pr. CCA Tamilnadu circle, Chennai**”. The Signature & Seal of the Tenderer

tender should be addressed to the Jt. CCA (Admn) O/o Pr. CCA Tamilnadu Circle, Chennai and should be deposited in the tender box placed in the chamber of O/o Pr. CCA, Tamilnadu Circle, Chennai or by registered/speed post.

Method of preparation of bid

- a) Bid for each tender should be submitted in two separate sealed envelopes placed inside a main sealed envelope. The envelopes inside the main envelope should contain the following;

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Should contain EMD and documents as per clause 20 of section I
Second	Financial Bid	Rates duly quoted by the tenderer in the prescribed format in section IX

On all these envelopes the name of the firm and whether “Technical” OR “Financial” bid must be clearly mentioned and should be properly sealed, Seal means wax sealed or sealed with PVC tape/ Adhesive tape. The document should not be sealed merely with gum or stapler pin. These envelopes are to be placed inside an outer envelope and properly sealed as mentioned above. The tenders which are not submitted in above mentioned manner shall be summarily rejected

- b) The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- c) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.
- d) No person is permitted to bid for tender whose relative(s) is (are) working in O/o Pr. CCA, Tamilnadu Circle, Chennai. The tenderer thus should give certificate that none of his/her relative is working in O/o Pr. CCA, Tamilnadu Circle, Chennai. A declaration to this effect in proforma at Section V.

Note: - The “Financial Bid” of only qualified tenderers in technical bid will be opened at a later date. Date, time & venue of opening of Financial Bid will be intimated to qualified bidders accordingly.

12. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

13. The tenderer shall quote the rate in English only, both in words and figures only in the manner as specified for every mentioned item separately.

Signature & Seal of the Tenderer

14. All corrections, additions and alterations in the entries and tender papers will be signed in full by the tenderer with date. No errors or overwriting shall be permissible unless signed by the tenderer with date.
15. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses, in case of the authorized representative, a duly certified copy of the power of attorney, signs it in that behalf shall accompany the tender. In case of the partnership firm, attested true copy of the partnership deed must be submitted along with the tender. Similarly in case of company the attested copy of Memorandum of Article & Association should be enclosed.
16. The tenderer shall certify and sign on each and every page of tender document at the bottom left hand corner and also will sign wherever required in the tender document as his acceptance of each term and conditions of the contract.
17. Earnest Money shall be paid by Demand Draft drawn on any Nationalized or Scheduled Bank drawn in favour of AO(Cash), O/o Pr. CCA Tamilnadu Circle, Chennai payable at Chennai as mentioned in the notice inviting tender. Earnest Money in the form of cheque or in any other form will not be accepted.
18. Interest shall NOT be payable on the Earnest Money deposit.
19. The Earnest Money of the successful tenderer will be adjusted towards security deposit and of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within three months from the date of opening of tenders.

DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER (Technical Bid)

20. **The following documents must be submitted by the bidder with technical bid.**
 - a) Proforma for bidder's details as per section III
 - b) Earnest Money Deposit – in the form of DD in favour of AO(Cash), O/o Pr. CCA Tamilnadu Circle, Chennai payable at Chennai.
 - c) Tender document(s), in original duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
 - d) The contracting firm/ agency/ company should be registered with appropriate authorities in the Chennai city and attested copy of registration may be attached (EPF, ESI, Service Tax, Income Tax & Labour).
 - e) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
 - f) Certificate regarding non-relative in O/o Pr. CCA, Tamilnadu Circle, Chennai as per section V. **(Please ensure that "No near relative certificate" as per section V is to**

Signature & Seal of the Tenderer

be signed by all the partners of the firm/directors of the company or company secretary on behalf of all directors).

- g) Certificate regarding compliance of '**minimum wages**' as per Section-VI.
- h) Certificate regarding '**non-black-listed**' as per Section-VII
- i) Self attested copy of service tax registration certificate, if applicable, issued by competent authority.
- j) Self attested copy of EPF and ESI registration, if applicable, with competent authority.
- k) Self attested Copy of PAN/GIR Card.
- l) Copy of Income tax returns filed for the last three years.
- m) Certified extracts of the Bank Account containing transactions during the last three years.
- n) Copy of experience certificate of similar work for at least three years for supplying Security Services to Government Departments for outsourcing the services during last three years, in Chennai.
- o) Self attested copy of service tax registration.

21. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders;

- a) If the requisite Earnest Money Deposit in the manner does not support the tender provided therein.
- b) If the tender is not duly signed, or not found proper or complete to the satisfaction of PR.CCA in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the tenderer(s).
- c) If the tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.
- d) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.
- e) Without assigning any reason thereof.

22. The tender submitted by tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of Pr.CCA to revoke or cancel his tender or to vary the tender submitted or in term thereof. The Pr.CCA shall communicate the acceptance of tender to the successful tenderer(s). Due to administrative reasons, extension of the time period, if requested by the Pr.CCA in writing, the tenderer shall accede to such request for extension and communicate his acceptance to the Pr.CCA in writing.

Signature & Seal of the Tenderer

23. Tender will be accepted and Contract will be finalized only with those of the tenderer, who in the opinion of Pr.CCA shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

24. The Pr.CCA reserves the right to award the contract or part thereof to one or more tenderers whose rate may not necessarily be the lowest. The decision of Pr. CCA Tamilnadu Circle, Chennai in this regard shall be final and binding.

25. SIGNING OF THE CONTRACT AGREEMENT

The successful Tenderer shall be required to execute an Agreement within 10(Ten) working days of being called upon on a non-judicial stamp paper of Rs.100/-(One hundred only) at his own cost and in the form annexed hereto (Section X) to the effect that the tenderer and Pr.CCA are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

26. The Pr.CCA reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of Pr.CCA under this clause shall not construe the breach of contract.

27. FORFEITURE OF EARNEST MONEY

In the event of failure of the tenderer to execute the Agreement or failure to remit the required security deposit within ten working days of being called upon to do so, the amount of Earnest Money shall stand forfeited. The acceptance of the tender will be re-considered or revoked or cancelled at the discretion of Pr.CCA which will not amount to imposing of penalty.

28. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavors to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected and action to black-list the tenderer will be taken by the competent authority.

29. No Gazetted Officer employed in Pr.CCA is allowed to work as a contractor for a period of two years of his retirement. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained permission of Govt. of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be, and any security deposit, earnest money deposit and any other bills due for payment shall stand forfeited forthwith. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature, from the Pr.CCA for his illegal act.

30. Pr.CCA assumes no responsibility whatever for any oral understandings or representations made by any of its officers or agents or servants prior to the execution of the contract.

31. No communication from the tenderer in the form of any clarification or information/document lost sight of in the original tender etc. will be given any consideration, unless any such clarification has been sought for by the Pr.CCA.

Signature & Seal of the Tenderer

32. Pr.CCA reserves the right to postpone the date of opening of tender or to cancel the tender notice without assigning any reasons thereof. Any request from tenderers to postpone or to change date of opening of the tender due to any reason, whatsoever, will not be considered.
33. Pr.CCA is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
34. The tender form and Document shall be non-transferable.
35. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
36. The tender will be in force for a period of one year commencing from the date of execution of agreement. The Pr.CCA Tamilnadu Circle, Chennai may also extend the period of contract by mutual consent of both the parties for a further period of one year from the date of its expiry on the same rates, terms and conditions which shall be binding on the contractor.
37. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.

Signature & Seal of the Tenderer

SECTION-II

SPECIAL TERMS AND CONDITIONS

1. The tenders should be submitted in wax sealed covers superscribed “**Tender for Providing services of Security Guard (Unarmed)**”. The tender should be addressed to the Jt. CCA (Admn) O/o Pr. CCA, Tamilnadu Circle, Chennai and should be deposited in the tender box placed in the O/o Pr. CCA, Tamilnadu Circle, Chennai or by registered/speed post.
2. Earnest Money shall be deposited in the form of Demand draft drawn on any of the Nationalised or Scheduled Bank in favour of AO (Cash), O/o Pr. CCA Tamilnadu Circle, Chennai payable at Chennai along with the tender form. Tender without Earnest Money or received late will not be considered.
3. The tenderers are at liberty to be present or authorize not more than one representative to be present at the time of opening of tenders.
4. The outsourcing Company / Firm / Agency should be registered with the appropriate registration authority.
5. The Company / Firm / Agency should have an experience of at least **three years** for supplying Security Guard to **Government Departments** for outsourcing the services during last three years..
6. The Company / Firm / Agency should be registered with Income Tax and Service Tax departments.
7. The tenderer signing the tender should specify clearly whether he is signing as:-
 - i. Sole Proprietor
 - ii. Partner
 - iii. Under the power of attorney or
 - iv. Director /Manager/Secretary etc.

As the case may be copies of documents authorizing the signatory to sign the tender on behalf of such companies, firms and person should be attached with the tender.
8. Correction in the tender, if any should be initialed with date otherwise the tender will be rejected at the time of opening.
9. The tender will be in force for a period of **one year** commencing from the date of execution of agreement. The Pr. CCA, Tamilnadu Circle, Chennai may also extend the period of contract for a further period of one year from the date of its expiry by mutual consent on the same rates, terms and conditions which shall be binding on the contractor.
10. Quantum of work mentioned may increase/decrease as per requirement from time to time.

Signature & Seal of the Tenderer

11. The contractor must engage sufficient man power during working hours so as to ensure that work does not suffer. One representative of contractor or contractor himself must be in continuous touch with all the officers to whom work is assigned.
12. If any tender is withdrawn before the expiry of validity and after the acceptance of the tender, the Earnest Money of the tenderer will be forfeited.
13. Successful tenderer is to execute an agreement in the proper form on a stamp of Rs.100/- the cost of which will be borne by the tenderer himself within the same period of time after deposit of Security. Such agreement must conform to terms of Notice inviting Tender and such other condition in the tender offer as may be agreed upon by Pr. CCA Tamilnadu Circle, Chennai. The submission of more than one tender under different names is prohibited.

14. **INFERIOR QUALITY OF WORK: -**
For inferior quality or incorrect execution of contract, the in-charge officer will be empowered to deduct from bills 10 % amount of work order in addition to excess payment made to rectify or replace as per terms of the contract. No payment will be made for such execution.
15. If the work is not performed by the security guard (unarmed) on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor and a penalty @ Rs. 250/- per working day will be imposed if work is not performed for continuously three days.
16. The accountability and responsibility for the work done by the security guards (unarmed) will be with the contractor.
17. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
18. PCCA, Tamilnadu Circle, Chennai does not bind himself/herself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) The right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.
19. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.
20. The Earnest Money will be refunded to the unsuccessful tenderers in due course in accordance with the rules..
21. The Pr. CCA Tamilnadu Circle, Chennai will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the Pr. CCA Tamilnadu Circle, Chennai reserve the right's to forfeit Earnest Money /Security Deposit.

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22. Rate for providing services of Security Guard to O/O Pr. CCA, Tamilnadu Circle, Chennai should be quoted clearly in the financial bid (Section IX).
23. The Security Guard engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the Pr.CCA.
24. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act 1948 as prescribed by the Labour Commissioner (Central). The contractor will maintain proper record as required under the Law / Acts.
25. Security Guards are required for O/o PrCCA, Tamil Nadu Circle, Chennai on all days for usual office hours and duty timings will be specified based on requirement. This office is a public office which may be required to be functioned on 24 x 7 basis in public interest. At any point of time if the office is required to be opened on Sunday/holidays the security personnel is to be present and this point may kept in view. If office remains open on Sunday or Holiday, the services of security guard needs to be provided without any extra payment.
The number of Security Guards can be increased or decreased as per the requirement from time to time.
26. Service shall be as per the details furnished in Section –VIII.
27. The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and **utmost secrecy and confidentiality must be maintained.**
28. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard. The Security Guard should have mobile connection for easy access by the office or PCCA at any point of time.
29. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of laborers so employed and deployed in this office. **The Security Guard deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o Pr. CCA, Tamilnadu Circle, Chennai.**
30. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any staff deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
31. The staff deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

Signature & Seal of the Tenderer

SECTION – III - TECHNICAL BID

(clause 20 of section – I)

Limited Tender No.

Bidder's details For outsourcing the services of Three Security Guard (Unarmed) to
O/o Pr. CCA, Tamilnadu Circle, Chennai

1. Name of Tendering Company/ Firm / Agency _____
(Attach attested copy of certificate of registration)
2. Name of proprietor / Director of Company/Firm/agency _____
3. Full Address of Reg. Office _____
Telephone No. _____
FAX No. : _____
E-Mail Address : _____
4. Full address of Operating/Branch Office _____
Telephone No. : _____
FAX No. : _____
E-Mail Address : _____
5. PAN / GIR No _____
(Attach self attested copy)
6. Service Tax Registration No. _____
(Attach self attested copy)
7. E.P.F. Registration No. _____
(Attach self attested copy)
8. E.S.I. Registration No _____
(Attach self attested copy)

Signature & Seal of the Tenderer

9. Labour Register No.
(Attach self attested copy)

10. The Company/Firm/Agency should have a minimum financial turnover of Rs.5 lakhs per annum during the last three financial years.

Certified extracts of the Bank Account containing transactions during the last three years to be attached.

11. Copy of Income tax returns filed for the last three financial years to be attached.

Give details of the major similar contracts during the last three years in supplying the Security Guards (Unarmed) to **Government Departments** for outsourcing the services in **Chennai**, in the following format. Self Attested copies of work orders may also be attached.

S.No	Details of client along with address, telephone and FAX numbers	Amount Contract (Rs. Lacs)	Duration of Contract	
			From	To
1				
2				
3				

(if the space provided is insufficient, a separate sheet may be attached)

3. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Signature & Seal of the Tenderer

Seal :

SECTION-IV

CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between Pr.CCA and the CONTRACTOR together with the documents referred to therein including TENDER NOTICE, GENERAL INSTRUCTIONS, GENERAL CONDITIONS, CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, TENDER SCHEDULE, instructions issued from time to time by the Competent Telecom Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

1.2. In the CONTRACT, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them :

The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

The "Pr.CCA" means the Principal Controller of Communication Accounts, Tamilnadu Circle, and its successors.

The "COMPETENT TELECOM AUTHORITY" means the Pr.CCA Tamilnadu Circle, Chennai.

2. INTERPRETATION OF THE CONTRACT DOCUMENT

The Competent Telecom Authority and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

3. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid for minimum 90 days from date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change.

4. TAXES AND DUTIES

(i) Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the

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works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the Pr.CCA from and against the same or any default by the Contractor in the payment thereof.

- (ii) The tax deduction at source (TDS) shall be deducted as per provisions of Income Tax Department as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

5. PRICE ESCALATION

The Pr.CCA shall not be responsible for any increase in any duties, levies, or taxes in respect thereof whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase. However, the increase of wages due to revision of variable Dearness Allowance published by Ministry of Labour and Employment is applicable.

6. NOTIFICATION BY CONTRACTOR

The Contractor shall give in writing to the proper person or authority with a copy to the Competent Telecom Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

7. QUALITY OF WORK

The Pr.CCA Tamilnadu Circle, Chennai shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Telecom Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Telecom Authority has the right to prohibit the use of men/women which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

8. GUARANTEE

In addition to any and all other guarantee and warranty mentioned in the contract documents the Contractor guarantees that the entire work will be done in a satisfactory manner.

9. INDEMNITIES

The Contractor shall at all times hold the Pr.CCA harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the Pr.CCA, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Pr.CCA may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or

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other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the Pr.CCA or pay to the Pr.CCA forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the Pr.CCA arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the Pr.CCA's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Pr.CCA.

10. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Telecom Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with Pr.CCA. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Telecom Authority on demand the balance remaining due.

11. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or, the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified Pr. CCA Tamilnadu Circle, Chennai shall have the power to terminate the contract without previous notice.

12. Contractor's heirs/representatives shall, without the consent in writing of the Pr. CCA Chennai, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the Pr. CCA Chennai, in writing.
13. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, Pr. CCA Tamilnadu Circle, Chennai shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

14. SUB-CONTRACTS

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

15. Pr. CCA Tamilnadu Circle, Chennai reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain

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primarily and principally liable to the Pr.CCA in terms hereof and for the due fulfillment of the contracted works.

16. The Contractor shall indemnify, and save harmless the Pr.CCA from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the Pr.CCA may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
17. If contractor without written approval of Competent Telecom Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the Pr. CCA Tamilnadu Circle, Chennai shall have power to adopt any of the courses specified in clause- (30); clause- (31) as he may deem fit in the interest of Pr.CCA and in the event of any of these courses being adopted the consequences specified in the said clause- (30); clause- (31) shall ensue.
18. Where the successful Contractor is a partnership firm, the prior approval in writing of the Pr. CCA Tamilnadu Circle, Chennai shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of clause- (19) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(19)

19. CONTRACTORS LABOUR REGULATIONS:

Working hours

- 19.1. Normally working hours of an employee should not exceed 8 hours a day.

20. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

- 20.1. The Competent Telecom Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
- 20.2. The Competent Telecom Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.
- 20.3. If at any time after the commencement of the work the Competent Telecom Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Telecom Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he

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might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

21. PAYMENTS

- 21.1. The Contractor shall submit bills at this office for the executed work complete in all respects. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Telecom Authority. Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre-receipted. Payments will be made only by Account payee cheques.
- 21.2. Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

22. SECURITY DEPOSIT

- 22.1. Security Deposit is 10% of the annual value of approved tender.
- 22.2. The successful tenderer will have to deposit a Performance Security Deposit at the time of signing of agreement within 10 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Accounts Officer (Cash), O/o the Pr. CCA, Tamilnadu Circle, Chennai, payable at Chennai, The performance security should remain valid for Accounts Officer, (Cash), payable at Chennai for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier.
- 22.3. Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the Pr.CCA on the Security Deposit or on amounts payable to the Contractor under the contract.
- 22.4. Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the Pr.CCA to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .
- 22.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.
- 22.6. All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the PR.CCA on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor.

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- 22.7. If the contractor duly performs and completes the contracts in all respects, the Pr.CCA shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the Pr.CCA may have incurred for making good any loss due to any action attributable to the contractor which the PR.CCA is entitled to recover from the contractor.
- 22.8. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract.
- 22.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for three years after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the Pr.CCA.

23. DISPUTES AND ARBITRATION

- 23.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement) the same shall be referred to sole arbitration of the PCCA, Tamilnadu Circle, Chennai or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CCA Chennai or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Pr. CCA, TNC, Chennai or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Pr. CCA, Tamilnadu Circle, Chennai or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DoT employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DoT employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Pr. CCA Tamilnadu, Circle, Chennai or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration proceeding shall be the office of Pr. CCA, Tamilnadu Circle, Chennai or such other places as the arbitrator may decide.
- 23.2. According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the 'date of service of the notice of the filing of the award'. The expression "date of notice" means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

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SECTION-V

(Item 11(d) & 20 (f) of section – I)

Proforma for no near relative (s) of the contractor in O/o Pr. CCA, Tamilnadu Circle, Department of Telecommunications, Chennai

Certificate to be given by the Contractor in respect of no near Relative (s) in O/o Pr. CCA, Tamilnadu Circle, Department of Telecommunications Chennai, of the contractor.

I S/O
Shri.....

.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in O/o Pr. CCA, Tamilnadu Circle, Department of Telecommunications, Chennai as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Pr.CCA shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal*

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

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SECTION-VI

(Item 20 (g) of Section-I)

Certificate of Minimum wages to be submitted by the tenderer

I/We, M/s R/o
..... hereby certify that we shall comply with Minimum Wages Act that are to be paid to the laborers engaged by us vide latest rate as fixed by the Labour Commissioner (Central), while quoting the rates for the tender. Any dispute arises out of the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, Service Taxes and other mandatory charges regularly as per the existing rules without any fail.

Date:

Signature of the Tenderer with seal

Place :

Signature & Seal of the Tenderer

SECTION-VII

(Item 20 (h) of Section-I)

DECLARATION

I/We.....

.....Proprietor/Partner(s)

hereby declare that the Firm / Company namely M/s has not been black-listed or debarred in the past by PR.CCA/any other Government or Semi-Government Organization from taking part in tenders.

Was / were black-listed/debarred by PR.CCA/any other Government or Semi- Government Organization (Name of the Organization) from taking part in tenders for a period of years w.e.f. The period is over on and now I/We/firm/Company is entitled to take part in the tenders from

In case the above information is found false at any time, I/We are fully aware that the tender/contract will be rejected/cancelled by the Office of Pr. CCA Tamilnadu Circle, Chennai and EMD shall be forfeited.

Date:

Signature of the Tenderer with seal

Signature & Seal of the Tenderer

SECTION-VIII

SCHEDULE OF REQUIREMENTS:

Providing services of Security Guards.

1.	Service	Providing of Three (3) Security Guards in the office of Pr. Controller of Communication Accounts, Tamilnadu Circle, Chennai. The number of Security Guard can be increased or decreased as per requirement from time to time.
2.	Period of Contract	Under normal circumstances the contract shall be valid for a period of one year from date of issue of work order. However contract may be extended for further period of up to one year by Pr. CCA, Tamilnadu Circle, Chennai on the same rate, terms and conditions.
3.	Quantity	Security guard to be provided : Three Security Guards in the office of Pr. Controller of Communication Accounts, Tamilnadu Circle, Chennai on all days in case of emergency on Sunday/Holidays also. The number of Security Guard can be increased or decreased as per requirement from time to time for 24x7 hours.
4.	Duty hours	8 hours for security guard on all week days. Duty timings will be specified based on requirement.
5.	Notice period	i. For regular requirements one day in advance ii. Telephonic intimation shall be considered as notice
6.	Reporting place	Office of Pr. Controller of Communication Accounts, Tamilnadu Circle, 7 th Floor, R.K.Nagar Telephone exchange Building, 238, R.K.Mutt Road, Chennai-600 028 and at No.60, Ehtiraj Salai, TNT Complex, Chennai – 8.
7.	Penalties	In case of non-reporting on time/unauthorized absence penalty at the rate of Rs.250 per day shall be imposed in addition to deduction of proportionate wages as per clause 15 of Section II.
8.	Special Requirements	i. Intending bidder must have a telephone where requisition of guard can be conveyed. Telephone No. must be specified in the bid. ii. Payment of any Govt. tax (Income Tax, Service Tax and any other taxes as levied by Government of India/State Government) for engaging the security guards in the office of Pr. CCA will be liability of contractor.
9.	Verification of Antecedents	The contractor should get verified from the local police antecedents of personnel sent for duty to this office.

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SECTION-IX - FINANCIAL BID

(To be enclosed in separate sealed envelope)

For Providing services of Three (3) Security Guards to the O/o the Pr. CCA, Tamilnadu Circle, Chennai.

1. Name of tendering Company / Firm / Agency:

2. Details of Earnest Money Deposit : Rs.

D.D. / P.O. No. & Date : _____ Drawn on Bank _____

Sl No.	Component of Rate	Conditions	Amount for one Manpower per month	
			Rs. (In figures)	Rs. (In words)
1	Monthly rate	Subject to the minimum wages as per GoI Minimum Wages Act, 1948 as fixed by Labour Commissioner (Central) from time to time		
2	Employer's share of Provident Fund @% of (1) above	As applicable under relevant rules		
3	Employer's State Insurance @% of (1) above	As applicable under relevant rules		
4	Other charges if any @% of (1) above (details & rates are to be furnished)	As applicable under relevant rules		
5	Sub Total			
6	Contractor's Administrative/Service charges @% of (5) above			
7	Total (5 + 6)			
8	Service Tax Liability @% of (7) above	As applicable under relevant rules		
9	Grand Total (7 + 8)			

3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable to Tamilnadu for **Unskilled Daily Wage Workers on per month basis** and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

Signature of authorized person

Date:

Full Name:

Place:

Seal :

Notes:

1. The rates quoted by the bidder should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each manpower during the month.

Signature & Seal of the Tenderer

SECTION – X

AGREEMENT

The agreement made on this..... day of (month) (year)..... between M/S herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Controller of Communication Accounts, Tamilnadu, Chennai, 7th Floor, R.K.Nagar Telephone Exchange Building, 238, R.K.Mutt Road, Chennai-28 herein after referred to as the Pr.CCA, of other part.

Whereas the contractor has offered to enter into contract with the said Pr.CCA for providing services of **Three** (3) Security Guards in the O/o Pr. CCA Tamilnadu Circle, Chennai on the terms and conditions herein contained and the rates approved by the Pr. CCA Tamilnadu Circle, Chennai (At the rates Rs. ----- per month inclusive of all taxes, levies, duties and cess etc. for services of each Man power) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

Now these presents witness, it is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contract that is to say from (Date) to (Date)..... or completion of work for Rs..... (In words) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of staff employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his staff at his own expense, all other associated works as described in Bid documents, when the Pr. CCA Tamilnadu Circle, Chennai or any other person authorized by the Pr. CCA Tamilnadu Circle, Chennai in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender), Bid documents (Technical and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
3. The contractor shall also supply the requisite number of employees within the time prescribed in the work orders.
4. The contractor hereby declares that nobody connected with or in the employment of the O/o Pr. CCA, Tamilnadu Circle, Department of Telecommunications, Chennai is not/shall not ever be admitted as partner in the contract.

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5. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc, stipulated in the Bid document including any correspondence between the contractor and the Pr.CCA having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties present have here into set their respective hands and seals the day, year in.....

Above written:

()
Signature on behalf of Pr.CCA

()
Signature on behalf of Contractor

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Agreement signed in the presence of

Witness 1:

Witness 1:

Signature:

Signature:

Name:

Name:

Witness 2:

Witness 2:

Signature:

Signature:

Name:

Name:

Signature & Seal of the Tenderer

SECTION XI

PROFORMA OF PERFORMANCE SECURITY BOND

(In case of Bank Guarantee)

1. In consideration of Pr. CCA , Tamilnadu Circle, Pr.CCA, Chennai (hereinafter called Pr. CCA Chennai having agreed to exempt _____ (hereinafter called the said approved tenderer(s) from the demand of security deposit/earnest money of Rs._____ on production of Bank Guarantee for Rs. _____ for the due fulfillment by the said approved tenderer of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ approved tenderer’s do hereby undertake to pay to AO(Cash) O/o Pr. CCA, Tamilnadu Circle, Chennai, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the Pr. CCA Chennai, by reason of any breach by the said tenderer’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Pr. CCA Chennai stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Pr. CCA Chennai, reason of breach by the said approved tenderer’s of any of the terms & conditions contained in the said agreement or by reason of the approved tenderers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Pr. CCA Chennai in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the AO(Cash) O/o Pr. CCA Tamilnadu Circle, Chennai, any money so demanded notwithstanding any disputes raised by the approved tenderer(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the approved tenderer(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this bank Guarantee shall be for a sum of not exceeding Rs..... and for a period of 15 months from the date of issue i.e. We are liable to pay the guaranteed amount or part thereof under this bank guarantee if we are served upon written claim or demand on or beforeand thereafter bank will not be liable for any claim or demand whatsoever.

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5. We (name of the bank) _____ further agree with the Pr. CCA Tamilnadu Circle, Chennai that the Pr. CCA Chennai shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said approved tenderer(s) from time to time or to postpone for any time to time any of the powers exercisable by the Pr. CCA Chennai, against the said approved tenderer(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said approved tenderer(s) or for any forbearance, and or any omission on the part of Pr. CCA Chennai, or any indulgence by the Pr. CCA Chennai, to the said approved tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the approved tenderer(s).
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the Pr. CCA Chennai.
8. We, the Bank agree that this guarantee may be invoked on a number of occasions for part amounts, with the balance standing in favour of the PCCA/CCA, but so that the total amount payable hereunder shall not exceed Rs._____.

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act

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