



**Government of India**  
**Ministry of Communications and Information Technology**  
**Department of Telecommunications**  
**Office of the Principal Controller of Communication Accounts**  
**Tamil Nadu Circle**  
**7th Floor, 238, R.K.Nagar Telephone Exchange Building,**  
**R.K.Mutt Road, Mandaveli, Chennai-600028**

## **Bid Document**

for

**e-Tender for providing services of unarmed security guards**  
**for the Office of the Principal Controller of Communication Accounts**  
**Tamil Nadu Circle, Chennai-600028**

**e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards/2018-19**  
**dated 09.11.2018**

**Visit us at [ccatn.gov.in](http://ccatn.gov.in) and <http://eprocure.gov.in/eprocure/app>**

**Price: ₹ 200/- only**  
(Non-refundable and Non-transferable)

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**A. Crucial dates/ time**

- Publication of e-Tender : **09.11.2018/ 1800 hrs**
- Commencement of downloading and submission of e-Tender : **10.11.2018/ 1700 hrs**
- Closure of downloading the e-Tender : **27.11.2018/ 1100 hrs**
- Closure of Uploading of filled e-Tender : **28.11.2018/ 1300 hrs**
- Technical bid opening : **28.11.2018/ 1400 hrs**
- Financial bid (Price Bid/ BOQ) opening : **will be notified later**

- i. Changes, if any, in the date/ time given above will be notified by displaying the information in the website [ccatn.gov.in](http://ccatn.gov.in).
- ii. In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be opened on the next working day. Time and venue will remain unaltered.



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**R.K.Mutt Road, Mandaveli, Chennai-600028**

**e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards/2018-19**

**dated 09.11.2018**

**B. Notice Inviting e-Tender**

**Hiring of unarmed security guards**

1. Tenders through e-procurement portal are invited on behalf of the President of India under two bid system i.e. Technical bid and Financial bid (Price Bid/ BOQ) from registered, reputed, experienced, bona fide and financially sound agencies for outsourcing the services of **unarmed security guards** for the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28.
2. **The contract shall be initially for a period of a one year** from the date of signing of the agreement with the successful operator. However, the contract **may be extended subsequently** on mutual consent on the same terms and conditions **for a further period of not more than six months at a time up to a maximum period of one year** as may be decided by the competent authority after reviewing the performance, depending upon the requirements and administrative conveniences of the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28.

3. The quantum of requirement of unarmed security guards to be hired on regular monthly basis shall be as follow,

Sl. no.	Category	Requirement in numbers #
1.	Unarmed security guards	Four (04)

**Note:**

- # The above requirement is tentative and it may increase or decrease depending on the needs of the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28 from time to time.

**C. General instructions for the bidders****4. Schedule of tender**

e-Tender number	e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards/2018-19 dated 09.11.2018
File name	Hiring of unarmed security guards
Bid Type	Two bid system
Locations of work	The Office of the Principal Controller of Communication Accounts Tamil Nadu Circle, RK Nagar Telephone Exchange Building, 238, RK Mutt Road, Mandaveli, Chennai-28 & The Office of the Principal Controller of Communication Accounts Tamil Nadu Circle, TNT Office Building, 60, Ethiraj Salai, Egmore, Chennai-600008
Cost of the tender document	₹ 200/- (Rupees Two Hundred only)
Tender value	₹ 12,00,000/- (Rupees Twelve Lakhs only)
EMD	₹ 24,000/- (Rupees Twenty Four Thousand only)
Venue	The Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle 7 <sup>th</sup> Floor, RK Nagar Telephone Exchange Building 238, RK Mutt Road, Mandaveli, Chennai-28
Validity of tenders	90 days from the date of opening of tender
Likely date of Hiring of Security (Unarmed guards)	After the finalization of the tender

5. **Response in any other form including a downloaded copy of tender shall not be considered.**

6. **Cost of bidding:** The bidding agency shall bear all costs associated with the preparation and submission of the bid. The Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. **Eligibility criteria for bidders:** The bidding agency must fulfill the following technical specifications in order to be eligible for clearing the technical evaluation of the bid.
- a. **The office of the agency should be located within the limits of Chennai.** The proof of address is to be submitted with the bid documents.
  - b. **The agency should be registered with the appropriate registration authority. 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 a Stamped Paper duly sworn in and affirmed by all the partners admitting the execution of the Partnership Agreement or the General Power of Attorney.** The self-attested copy of the certificates of registration of agency and the name of authorized partner to interact with the Office of the Principal Controller of Communication Accounts, Tamil Nadu, Chennai-28 should also be submitted along with the Tender documents.
  - c. **The agency must have a minimum of two years of experience in providing unarmed security guards to Government Ministries/ Departments/ Public Sector companies, Nationalized Banks or reputed companies.** Proof of contracts relating to providing unarmed security guards to the said entities in last two years along with attested copies of the supply order should be furnished along with the bid documents (see Annexure III).
  - d. **Possess a Permanent Account Number (PAN).** Self attested copy of the PAN card of the bidding agency should be attached with the bid document.
  - e. **The agency should have its own Bank Account.** A certified copy of the account statement for the last two years issued by the bank should be attached with the bid documents. Payment will be made directly to the bank account thru e-payment for which operator will have to submit mandate form.
  - f. **The agency should have been registered with Labour, Income Tax and Goods and Service Tax Department.** Certified copies of the registrations shall be attached with the bid documents.

- g. **The agency should not have been blacklisted by any Central Government Ministries/Departments/PSUs/Banks etc.: Certificate by self that the agency has not been blacklisted** should be attached along with the bid documents(See Annexure VIII).
- h. If at any point of time it is found that the information/certificates furnished by the participating agency is incorrect/wrong or bogus, the agency shall be blacklisted, its bids will be ignored/cancelled and EMD/Performance Bank Guarantee will be forfeited.
8. The bidder is expected to examine all instructions, forms, specifications, terms and conditions in the bid documents. **Failure to furnish all information and documents required as per the bid documents or submission of bids not substantially responsive to the bid documents in any respect will be at the bidder's risk and shall result in rejection of the bid.**
9. Bidders shall note that the **very act of using Digital Signature Certificate (DSC)** for downloading the tender document and uploading their offers is **deemed to be a confirmation that they have read all sections and pages of the tender document** without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
10. **Amendment of bid documents:**
- a. At any time, prior to the date of submission of bids, this office may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, amend or withdraw any of the terms and conditions contained in the tender document
- b. The amendments, if any, shall be notified only through online corrigendum and will be published in website [ccatn.gov.in/](http://ccatn.gov.in/) [http://eprocure.gov.in.](http://eprocure.gov.in)
- c. In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the purchaser may, at his/her discretion, extend the deadline for the submission of bids suitably.
- d. Changes, if any, in the date/ time of submission of bids or opening of bid, will be notified by displaying the information in the website [ccatn.gov.in /](http://ccatn.gov.in/)



<http://eprocure.gov.in>.

11. **Conditional bids shall not be considered and will be rejected outright in the very first instance.**
12. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of unarmed security guards so employed and deployed in this office. **That is, by virtue of this agreement, no relationship of employee and employer will be created between the unarmed security guards deployed and the Department of Telecommunications, Government of India.** It will be the sole responsibility of the contractor to pay salary and other perks to his/ her personnel and no complaints by any of its personnel in this regard will be entertained by the Department of Telecommunications, Government of India.
13. The competent authority in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28 reserves the right to cancel the tender at any time or amend/ withdraw any of the terms and conditions contained in the tender documents, without assigning any reason, thereof.
14. **The Principal Controller of Communication Accounts/ The Controller of Communication Accounts, Tamil Nadu circle also reserves the right to accept or reject any or all the tenders without assigning any reason.**
15. **Contact details for any clarification on this e-Tender**

Phone: 044-24955804/ 24955806

Fax : 044-24955820

e-mail : [dyccaad.ccatn@nic.in](mailto:dyccaad.ccatn@nic.in)

**Deputy Controller of Communication Accounts (Admn)**  
**The Office of the Principal Controller of Communication Accounts**  
**Tamil Nadu Circle, Chennai-28**

**D. Scope of the work**

16. The Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, 7<sup>th</sup> Floor, RK Nagar Telephone Exchange Building, 238, RK Mutt Road, Chennai-28 requires the services of registered, reputed, well established, bona fide and financially sound agencies for providing **services of unarmed security guards** to the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle.
17. **This office has an initial requirement for Four (4) unarmed security guards.** The number of unarmed security guards may be increased or decreased by the Principal Controller of Communication Accounts/the Controller of Communication Accounts, Tamil Nadu Circle based on the actual requirements and administrative convenience. The requirement of this office may increase or decrease during the initial period of contract also.
18. The Principal Controller of Communication Accounts/ The Controller of Communication Accounts, Tamil Nadu Circle reserves the right to increase or decrease the number of unarmed security guards as per requirements, from time to time.
19. **The contract shall be initially for a period of a one year** from the date of signing of the agreement with the successful operator. However, the contract may be **extended subsequently** on mutual consent on the same terms and conditions for a further period of not more than six months at a time up to a maximum period of one year as may be decided by the competent authority after reviewing the performance, depending upon the requirements and administrative conveniences of the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28.
20. This office shall determine the requirement for the unarmed security guards at any time and may curtail/ terminate the contract before the contract period owing to deficiency in service or substandard quality of the unarmed security guards deployed by the selected contractor
21. The agreement can be terminated earlier by one week's written notice by the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle without assigning any reason and the decision of the competent authority shall be binding on the agency. No claims for compensation for loss of revenue

due to such decision shall be entertained.

22. **The nature of duties/service is as follows:**

- a. It will be duty of the unarmed security guard to open the locks of all the rooms of office etc. in the morning and close the locks in the evening as per the schedule.
- b. The unarmed security guard will maintain the duty log and give daily feedback to the reporting officer.
- c. Entry/exit record of persons with timings will be maintained by the unarmed security guard.
- d. All consignments in and out of the Pr.CCA office premises will be recorded by the unarmed security guard.
- e. The unarmed security guard shall take all necessary measures and action to prevent theft, pilferage, burglary, loss or damage to the assets of the Pr.CCA office.
- f. The unarmed security guard shall at all time comply with the directions and information which will be given from time to time by the designated officer.

23. **Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the DoT as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract.

**E. Instructions for bid submission**

24. **Tender submission:** Desirous agencies may submit their tenders online at <http://eprocure.gov.in/eprocure/app> in two bid system i.e. (i) Technical bid and (ii) Financial bid (Price Bid/ BOQ). **Response in any other form including a downloaded copy of tender shall not be considered.**
25. **For instructions on online bid submission please clauses 48-76.**
26. The Technical bid should be submitted in the pro forma at **Annexure I** of this Notice Inviting Tender.
27. The bidders are required to upload scanned copies of the documents (self-attested) enlisted in **Annexure IX** of this Notice Inviting Tender along with the Technical bid, failing which their bids shall be summarily rejected and will not be considered any further.
28. The cost of tender document is ₹ 200/- (Rupees Two Hundred only) (non-refundable and non-transferable). The cost of tender in the form of Account Payee Demand Draft in favour of Accounts Officer (Cash), The Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, payable at Chennai should be submitted in the following manner.
- a. Scanned copy of the Demand Draft has to be uploaded along with other tender documents.
  - b. The original Demand Draft (with the name of the tenderer written on the back of DD) has to be deposited in the box kept in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, 238, RK Mutt Road, RK Nagar Telephone Exchange Building, 7<sup>th</sup> Floor, Chennai-28 on or before **28.11.2018, 1300 hrs.**
29. An Earnest Money Deposit (EMD) of ₹ 24,000/- (Rupees Twenty Four Thousand only) in the form of Account Payee Demand Draft in favour of Accounts Officer (Cash), the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, payable at Chennai, has to be submitted in the following manner.
- a. Scanned copy of the Demand Draft has to be uploaded along with other tender documents.
  - b. The original Demand Draft (with the name of the tenderer written on the back of DD) has to be deposited in the box kept in the Office of the

Principal Controller of Communication Accounts, Tamil Nadu Circle, 238,  
RK Mutt Road, RK Nagar Telephone Exchange Building, 7<sup>th</sup> Floor,  
Chennai-28 on or before **28.11.2018, 1300 hrs.**

30. The EMD will not bear any interest and the EMD of unsuccessful bidders will be returned without any interest after finalization of the contract but not later than 30 days after commencement of contract with the successful bidder.
31. **EMD of a bidder will be forfeited, if the bidder withdraws or amends his/ her tender or impairs or derogates from the tender in any respect within the period of validity of his/ her tender. Further, if the successful bidder fails to furnish the required Performance Security Deposit or Performance Bank Guarantee within the specified period, his/ her EMD will be forfeited.**
32. **If the bid is received without the cost of document and/ or EMD, it will be summarily rejected.**
33. The successful bidder will have to deposit a **Performance Security Deposit** or a **Performance Bank Guarantee @ 10%** of the value of e-Tender i.e Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only) (**Annexure XI**) from a scheduled bank drawn in favour of Accounts Officer (Cash), the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle payable at Chennai at the time of receiving the work order.
34. The proceeds of the Performance Security Deposit shall be payable to the DoT as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
35. The Performance Security Deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/ or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of Performance Security Deposit or Performance Bank Guarantee is subject to full and final settlement of the final payment for the work contracted/ executed under the contract. **No interest will be paid to the contractor on the Performance Security Deposit.**
36. The Performance Security Deposit or Performance Bank Guarantee shall be refunded to the agency without any interest, whatsoever, after the operator duly

performed and completed the contract in all respects but not later than 60 days of completion of all such obligations under the contract. Decision of the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle in the matter shall be final and binding.

37. The Performance Security Deposit or Performance Bank Guarantee will be forfeited, either in full or in part by the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle as compensation in the event of any loss or breach of contract by the agency, in terms and conditions of the contractual obligations.
38. The financial bid (Price Bid/ BOQ) should have been submitted as per the instructions in central public procurement site. **The Price Bid/ BOQ if found modified/ tampered by the bidder except for the permitted cells, then the bid will be rejected.**
39. Opening and evaluation of bids by the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28.
  - a. A duly constituted **Tender Opening Committee** will open the Technical bids online at the specified date and time in the presence of bidders or their authorized representatives who choose to attend. Letter of authorization for attending bid opening given in **Annexure V** shall be submitted by the bidder's representative before they are allowed to participate in bid opening.
  - b. Tender Opening Committee shall check the e-tender for the availability of the following.
    - i. Scanned copy of DD towards cost of bid document.
    - ii. Scanned copy of DD towards EMD.
    - iii. Whether all documents as sought in **Annexure IX** have been submitted.
40. A duly constituted **Tender Evaluation Committee** shall evaluate the technical bid of the bidders as follow.
  - a. All statements, documents, certificates, proof of EMD etc. uploaded by

the bidders will be verified and downloaded for technical evaluation. The clarifications, particulars, if any, required from the bidders will be obtained either online or in the conventional method by addressing the bidders.

- b. **The result of technical bid evaluation will be displayed on the <http://eprocure.gov.in/eprocure/app> which can be seen by all bidders who had participated in the tender.**
  - c. Financial bids (Bill of Quantity/Price Bid) of technically successful bidders only, who are shortlisted after technical evaluation, will be opened and evaluated by Tender Evaluation Committee on a specified date and time under intimation to the short-listed bidders.
  - d. **The result of financial bids (Bill of Quantity/ Price Bid) of technically successful bidders will be displayed on the <http://eprocure.gov.in/eprocure/app> which can be seen by all bidders who had participated in the tender.**
41. The successful bidder shall be required to execute an agreement within 10 (ten) working days of being called upon on a non-judicial stamp paper of ₹ 100/- (Rupees one hundred only) at his own cost and in the form given **Annexure X** hereto to the effect that the bidder and the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.
  42. The decision for evaluation and selection by the competent authority of the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle shall be final.
  43. After the award of contract, if the successful bidder (L1) fails to provide required number unarmed security guards or if the performance of unarmed security guards is not in agreement with the terms and conditions of this Notice Inviting Tender the contract is liable to be cancelled along with forfeiture of EMD/Performance Security Deposit or Performance Bank Guarantee and other consequential actions such as blacklisting of the agency, etc.
  44. The rates quoted shall be valid for a minimum period of 180 days from the date



of opening of tenders. This has to be specified by the tenderer in the bid.

45. The Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle shall not be responsible financially or otherwise for any injury to the unarmed security guards deployed by the contractor during the course of performing the duties.
46. No person is permitted to bid for tender whose relative(s) is (are) working in O/o Pr. CCA, Tamilnadu Circle, Chennai. The bidder should give a certificate that none of his/ her near relative is working in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle. The bidder or his/ her authorized signatory should furnish certificate in non-judicial stamp paper of Rs.100/- saying that none of the near relative of proprietor or all partners of partnership or all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-official part time Directors appointed by Government of India or the Governor of the State is working in the unit where the tender is being applied as per the enclosed format at **Annexure VI**. If there is any breach of these conditions by the agency or any other person, the tender award will be cancelled and the EMD/Performance Security Deposit or Performance Bank Guarantee will be forfeited at any stage whenever it comes to notice and the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle will not pay any damage to the operator or the concerned person. The agency or the person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as:
- a. Members of a Hindu undivided family (HUF).
  - b. Husband and Wife.
  - c. If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).
47. **The Principal Controller of Communication Accounts/ The Controller of Communication Accounts, Tamil Nadu circle also 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 PCCA/CCA Tamil Nadu Circle, Chennai in this regard shall be final and binding.**

### Online bid submission procedure

**Instructions to the bidders to submit the bid online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.**

48. Possession of valid Digital Signature Certificate (DSC) and enrollment/ registration of the contractors/ bidders on the e-procurement/ e-tender portal are prerequisites for e-tendering.
49. Bidder should do the enrollment in the e-Procurement site using the “Click here to Enroll” option available on the home page. **Portal enrollment is generally free of charge.** During enrollment/ registration, the bidders should provide the correct/ true information including valid e-mail id. All the correspondence shall be made directly with the contractors/ bidders through e-mail id provided.
50. Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.
51. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by Controller of Certifying Authority, India on eToken/ SmartCard, should be registered.
52. Only the registered Digital Signature Certificate should be used by the bidder and should ensure safety of the same.
53. Bidder may go through the tenders published on the site and download the tender documents/ schedules of the **e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards/2018-19** published by the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Department of Telecommunications, Government of India
54. After downloading/ getting the tender document/ schedules, the bidder should go through them carefully and then submit the documents as instructed. Otherwise bid will be rejected.
55. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/ registration and then by giving the password of the eToken/ SmartCard to access Digital Signature Certificate.

56. Bidder selects the e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards/2018-19 published by the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Department of Telecommunications, Government of India by using the search option & then moves it to the 'my tenders' folder.
57. From "my tenders" folder, bidder selects the e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards /2018-19 to view all the details indicated.
58. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
59. **Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.**
60. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ xls/ rar/ zip/ dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. **Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/ rar and the same can be uploaded, if permitted.** Bidders bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
61. **The bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.**
62. The bidder has to select the payment option as offline to pay the tender fee/ EMD as applicable and enter details of the instruments.

63. Bidder should submit the tender Fee and EMD as specified in the tender. The original Demand Draft has to be deposited in the box kept in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, 238, RK Mutt Road, RK Nagar Telephone Exchange Building, 7<sup>th</sup> Floor, Chennai-28 on or before **28.11.2018, 1300** hrs. Scanned copy of the instrument should be uploaded as part of the offer.
64. **The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be accepted.**
65. **The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.** In case of any irrelevant files, the bid will be rejected.
66. As the price bid format is provided in a spread sheet (Price Bid/ BOQ .xls) the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.
67. **Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding.**
68. Bidders shall download the BOQ in .xls format and save it without changing the name of the file. Bidder shall **quote their rates in figures** in white background cells, thereafter save and upload the file in financial bid cover (Price Bid) only. The bidders are cautioned that uploading of financial bid (Bill of Quantity & Price Bid) elsewhere will result in rejection of the tender.
69. Bidders shall submit their bids through online e-tendering system to The Controller of Communication Accounts, Tamil Nadu Circle well before the bid submission end date & time (as per Server System Clock). The Controller of Communication Accounts, Tamil Nadu Circle will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.
70. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for

the particular tender and will also act as an entry pass to participate in the bid opening date.

71. **The time settings fixed in the server site & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.**
72. **All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.**
73. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
74. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
75. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
76. For any clarification on this tender please use contact details given in clause 15. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to [cphp-nic@nic.in](mailto:cphp-nic@nic.in).

**F. Terms and conditions**

77. The agency must read carefully all the terms and conditions, and specifications before filling up the tender schedule and quotation. The agency shall be bound by all terms and conditions, as detailed in this tender document.
78. In respect of the matters pertaining to this contract, the agency shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organization to further their interests in respect of matters pertaining to this contract.
79. It may be noted that the tender notice is only for finalizing a contract and shall not be construed as invitation to bid for providing the job.
80. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency/ company/ firm shall not be entitled to and will have no claim for any employment/absorption or for any relaxation for employment/absorption in the regular/otherwise capacity in this office. Contractor should make the above known to the manpower supplied by him.
81. The contracting agency should be registered with appropriate authorities.
82. It is implied that the agency has obtained all necessary information directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied 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.
83. The agency acknowledges that it assumes all risks contingent upon the nature of the contract to be actually encountered by it in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.
84. The agency who is confident of executing the contract in time by employing the required unarmed security guards should only participate in this tender offer.
85. The contract shall commence from the date of award of contract and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of unarmed security guards deployed, breach of contract, reduction or cessation of the requirements

of work.

86. The contract shall be valid for one year from commencement of the contract and can be extended further by this office for not more than 6 months at time, up to maximum one year on the same terms and conditions.
87. This office reserves the right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
88. The contracting agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
89. 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 ₹ 100/- (Rupees one hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and Controller of Communication Accounts/Controller of Communication Accounts, Tamil Nadu Circle are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.
90. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The quoted rate should be Subject to the minimum wages as per Government of India Minimum Wages Act, 1948 as fixed by Labour Commissioner (Central) from time to time. The contractor will maintain proper record as required under the Laws/Acts.
91. This office, at present, has requirement of workload equivalent to **four (04)** unarmed security guards persons. The requirement of this office may further increase or decrease during the period of initial contract also and the tenderer may be required to provide additional manpower, if required on the same terms and conditions.
92. The agency will be bound by the details furnished by it to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
93. Financial Bids (Price Bid/BOQ) of only those tenderers who are technically

qualified shall be evaluated.

94. Before the commencement of work, the contracting agency shall furnish list of unarmed security guards short listed for deployment at the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle containing full details i.e. date of birth, marital status, address etc.
95. The contracting agency shall ensure that the unarmed security guards deployed in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle conforms to the technical specifications of age prescribed in the tender document. That is the manpower to be engaged should be above 18 years in age and below 60 years. His/her antecedents should have been got verified by the agency from the local police authorities
96. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions per month, one day wage shall be deducted.
97. 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 Sundays and holidays the security personnel is to be present and this point should be kept in view. If office remains open on Sunday or Holiday, the services of security guard needs to be provided without any extra payment.
98. In case, the unarmed security guards employed by the successful agency commits any act of omission/ commission that amounts to misconduct/ Indiscipline/ incompetence/ security risks the successful firm/agency/company will be liable to take appropriate disciplinary action against such person(s), including their removal from site of work, if required by this office within 2 days of being brought to their notice.
99. The tendering agency shall provide identity cards and uniform to the unarmed security guards deployed in this office carrying the photograph of the personnel and personal information as to name, DoB, age, identification marks, address etc.
100. The service provider 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.

101. The agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
102. The contractor shall be responsible for any theft of the items from the rooms or any other area of the office by its personnel. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of DoT authorities on this will be final and binding on the contractor.
103. Official from the successful agency shall visit the two premises of the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle at least thrice a month in regular intervals to monitor their staff (unarmed security guards) and their work. His/her visit should be attested by the designated authority in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle. The attestation of should be submitted along with the monthly claim bill.
104. The agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
105. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract liquidated damages @ ₹ 200 per day (per such case) on the service providing agency, besides deduction in payment on pro rata basis.
106. It will be the responsibility of the service providing agency 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 at any stage. The Security Guard should have mobile connection for easy access by the office of PCCA at any point of time.

107. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of unarmed security guards so employed and deployed in this office. That is, by virtue of this agreement, no relationship of employee and employer will be created between the unarmed security guards deployed and the Department of Telecommunications. It will be the sole responsibility of the contractor to pay salary and other perks to his/her personals and no complaints by any of its personals in this regard will be entertained by the Department of Telecommunications.
108. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office. Contractor should make it known the above to the unarmed security guards employed by him.
109. The service providing agency 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 person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
110. The persons deployed by the service providing agency 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.
111. The payment shall be made only to the contractor and on monthly lump sum basis as per actual service as per the finalized contract rates.
112. 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, 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 Principal Controller of Communication Accounts/Controller of

Communication Accounts, Tamil Nadu Circle shall have the power to terminate the contract without previous notice.

113. Contractor's heirs/representatives shall, without the consent in writing of the Principal Controller of Communication Accounts/Controller of Communication Accounts, Tamil Nadu Circle not have the right to continue to perform the duties or engagements of the contractor or under the contract in case of his/her 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 Principal Controller of Communication Accounts/Controller of Communication Accounts, Tamil Nadu Circle in writing.
114. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, Principal Controller of Communication Accounts/Controller of Communication Accounts, Tamil Nadu Circle shall have the option of terminating the contract without compensation to the contractor, which does not amount to breach of the contract.
115. The agency should have had a minimum financial turnover of ₹ 500000/- (Rupees Five Lakhs only) per annum during the last three financial years.
116. **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.
117. 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.

118. No Gazetted Officer employed in Pr.CCA/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/CCA for his illegal act.
119. Pr.CCA/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.
120. 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/CCA.
121. Pr.CCA/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.
122. Pr.CCA/CCA is not bound to accept the lowest tender and reserves absolute right to reject any or all tenders without assigning any reason thereof.
123. The tender form and Document shall be non-transferable.
124. These instructions to the Tenderer shall be deemed to form part of the Agreement/Contract for the work.
125. The tender will be in force for a period of one year commencing from the date of execution of agreement. The Pr.CCA/CCA Tamil Nadu Circle, Chennai may also extend the period of contract by mutual consent on the same terms and

conditions for a further period of not more than 6 months at a time up to a maximum period of one year as may be decided by both the parties which shall be binding on the contractor.

126. In case the date of opening of tender is declared a holiday, the tender will be opened on the next working day.
127. The successful bidder shall be required to execute an agreement within 10 (ten) working days of being called upon on a non-judicial stamp paper of ₹ 100/- (Rupees One Hundred only) at his own cost and in the form given Annexure X hereto to the effect that the bidder and the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. The Pr.CCA/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/CCA under this clause shall not construe the breach of contract
128. 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
129. The Principal Controller of Communication Accounts/The Controller of Communication Accounts, Tamil Nadu Circle 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.
130. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of a person appointed by the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28. In the event of such Arbitrator to whom the matter is originally

referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, The Principal Controller of Communication Accounts/ Controller of Communication Accounts, Tamil Nadu Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Successful bidder will have no objection in any such appointment that arbitrator so appointed is an employee of the Pr.CCA/ the CCA or a Government Servant or that he/ she has to deal with the matter to which the agreement relates or that in the course of his duties as a Pr.CCA/ CCA employee he/ she has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

131. 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.
132. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, Employees State Insurance etc. in respect of the persons deployed by it in this office. The payment particulars of Service Tax, EPF, ESI etc. of previous month along with proof of payment to the concerned organizations in respect of the persons deployed in this office must be submitted along with the current month bill.
133. The tendering agency should submit proof of payment of monthly salary to the persons deployed in this office along with the current month bill. Tendering agency shall also be liable for depositing all taxes, levies, cess etc. on account

of service rendered by it to Ministry of Communications & IT to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

134. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
135. The Tax Deduction at Source (TDS) shall be deducted as per the 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.
136. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
137. Settlement of disputes will be as per Indian Arbitration and Conciliation Act 1996 and venue will be The Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28.
138. Notwithstanding anything contained hereinabove, the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle reserves the right to withdraw/ relax any of the terms and conditions given above so as to overcome the problem encountered by the contracting parties.

## Annexure I

## Technical Bid

To be filled in by the Bidder and duly signed Scanned copy of all documents at serial number 2 to 17 below are to be uploaded as part of technical bid.

1.	Name and Postal Address of the Bidder : Phone (with STD:_____) _____ _____ _____ Mobile : _____ _____ Fax : _____ _____ E-Mail : _____
2.	Status of the bidder a. Registered under Companies Act <input type="checkbox"/> b. Partnership <input type="checkbox"/> c. Sole Proprietor <input type="checkbox"/> Note: Power of Attorney or authorization to sign on behalf of Company/Partnership/ Firm is to be enclosed.
3.	Full address of operating/branch office in Chennai: Phone(with STD:_____) (Attach proof thereof). _____ _____ Mobile : _____ _____ Fax : _____ _____ E-Mail : _____
4.	Tender Fee of required amount in form of Demand Draft DD No._____ Dated _____ Bank _____ (Attach proof thereof) Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	EMD of required amount in form of Demand Draft DD No._____ Dated _____ Bank _____ (Attach proof thereof) Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	Banker of bidder with full address (attach bankers certificate of account maintenance for the last two years). Yes <input type="checkbox"/> No <input type="checkbox"/>
7.	Income Tax Permanent Account Number (PAN) : (PAN card Number_____) (Attach proof thereof) Yes <input type="checkbox"/> No <input type="checkbox"/>
8.	Copy of income tax returns filed for the last three years. (Attach proof thereof) Yes <input type="checkbox"/> No <input type="checkbox"/>
9.	Service Tax Registration Number _____ (Attach proof thereof) Yes <input type="checkbox"/> No <input type="checkbox"/>



10.	EPF Registration Number _____ (Attach proof thereof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
11.	ESI Registration Number _____ (Attach proof thereof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
12.	Details of Labour Registration Certificate issued by Labour Department of Tamil Nadu State. (Attach proof thereof)	Yes <input type="checkbox"/> No <input type="checkbox"/>
13.	Certificate regarding compliance of 'minimum wages' (Appendix VII )	Yes <input type="checkbox"/> No <input type="checkbox"/>
14.	Certificate regarding 'non-black-listed' (Annexure VIII) (in non-judicial stamp paper of Rs.100/-)	Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	Additional information, if any (upload/attach separate sheet)	Yes <input type="checkbox"/> No <input type="checkbox"/>
16.	Declaration of near relative not working in DoT (Annexure VI) (in non-judicial stamp paper of Rs.100/-)	Yes <input type="checkbox"/> No <input type="checkbox"/>
17.	NleT of page 1 to 49 duly signed and stamped on each page to be scanned and uploaded	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Note:** All the above documents are mandatory. Non submission any of the above will liable the bid for rejection.

**Signature of the authorized person**

**Date :**

**Name :**

**Place :**

**Seal :**

Bidders to ensure:

1. That all the pages have been signed by the authorized person.
2. That all the pages have been numbered.
3. That all the documents are legible (clearly readable).

## Annexure II

**Financial Bid  
(Price Bid/ BOQ)**

(This is for reference only. The main Price Bid/ BOQ must be submitted online in the approved .xls format only)

Sl. no.	Component of Rate	Conditions 1. The rates should be inclusive of all statutory/taxation liabilities in force at the time of entering into 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.	Amount for one manpower per month	
			₹ (In figures)	₹ (In words)
1	Monthly rate	Rates are to be quoted in accordance with the minimum wages as per Gol Minimum Wages Act, 1948 as fixed by Labour Commissioner (Central) from time to time in respect of Watch and Ward (without arms)		
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 or fixed			
7	Total (5+6)			
8	GST Liability @....% of (7) above	As applicable under relevant rules		
9	<b>Grand Total (7 + 8 )</b>			

**Annexure III****Work experience details  
(Please see clause 7c)**

Give details of the major similar contracts handled by the tendering agency on behalf of PSUs/ Government Departments during the last two years in the following format. (Attested copies of work orders are to be uploaded) (Use separate sheet if needed).

Sl. No.	Details of client along with address, telephone and fax numbers	Value of Contract (₹ per year)	Duration of contract	
			From	To

**Signature of the authorized person**

**Date :** \_\_\_\_\_ **Name :** \_\_\_\_\_  
**Place :** \_\_\_\_\_ **Seal :** \_\_\_\_\_

Note: Please use separate page if needed.

**Declaration**

(By tender signing authority)

I, \_\_\_\_\_ son/ daughter/ wife of Shri. \_\_\_\_\_ ,  
Proprietor/ Director/ Authorized signatory of the agency/ firm  
\_\_\_\_\_ is competent to sign this  
declaration and execute the tender documents (Proof of authentication for signature to  
be attached).

I have downloaded the tender document vide e-  
Tender No.Pr.CCA/TN/Admn/Hiring of Unarmed Security Guards/2018-19 **dated**  
**09.11.2018** in the CPPP of e-procurement website and carefully read and understood  
all the terms and conditions of the tender (page 1 to 49 including Annexures) and  
undertake to abide by them.

The information/ documents furnished along with the above application are true  
and authentic to the best of my knowledge and belief. I am well aware of the fact that  
furnishing any false information/ fabricated document would lead to rejection of my/  
our tender at any stage besides liabilities towards prosecution under appropriate law  
and forfeiture of EMD and Performance Security Deposit / Performance Bank  
Guarantee.

**Signature of the authorized person**

**Date :**

**Name :**

**Place :**

**Seal :**

**Annexure V**

**Letter of authorization for attending bid opening**

**Sub: Authorization for attending bid opening on Date in the e-Tender No.Pr.CCA/TN/Admn/Hiring of unarmed security guards/2018-19, dated 09.11.2018**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of bidder \_\_\_\_\_ in order of preference given below.

<b>Order of preference</b>	<b>Name</b>	<b>Specimen signature</b>
1		
2		

Signature of bidder or officer authorized to sign the bid documents on behalf of the bidder with seal.

Note:

- Anybody attending the bid opening i.e. either the bidder or his/her representative should possess the print out of system generated acknowledgement number after online bid submission (please see clause 78)
- Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.
- Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

**Annexure VI**

**Certificate on no relative clause  
(Clause 46)**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder and scanned copy to be uploaded as part of Technical Bid)

I \_\_\_\_\_ S/o./ D/o. \_\_\_\_\_  
R/o. \_\_\_\_\_ hereby certify that none of relative(s) as defined in clause 46 of tender document (e-Tender No.Pr.CCA/TN/Admn/Hiring of Unarmed Security Guard/2018-19) is/are employed in the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28 unit as per details given in the Tender document.

In case at any stage, if it is found that the information given by me is false incorrect, the Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28 shall have the absolute right to take any action as deemed fit, without any prior intimation to our agency.

**Signature of the authorized person**

**Date :**  
**Place :**

**Name :**  
**Seal :**

**Certificate of minimum wages**

I/We, M/s \_\_\_\_\_, R/o \_\_\_\_\_  
hereby certify that we shall comply with Minimum Wages Act for the wages that are to be paid to the labourers (unarmed security guards) 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.

**Signature of the authorized person**

**Date :**  
**Place :**

**Name :**  
**Seal :**

**DECLARATION REGARDING BLACKLISTING/DEBARRING**

**FROM TAKING PART IN GOVT.TENDER BY DOT/GOVT.DEPTT.**

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- stamp paper by the bidder and scanned copy to be uploaded as part of Technical Bid)

I/We Proprietor/Partner(s)/Director(s) of M/s \_\_\_\_\_  
\_\_\_\_\_ hereby declare that the firm/company  
namely M/s \_\_\_\_\_ has not been black-  
listed or debarred in the past by DoT any other Government organization from taking  
part in Government tenders.

**Or**

I/We Proprietor/Partner(s)/Director(s) of M/s \_\_\_\_\_  
hereby declare that the firm/company namely M/s \_\_\_\_\_  
\_\_\_\_\_ was black-listed or debarred by DoT, Govt. Dept.  
from taking part in Government tenders for a period of \_\_\_\_\_ years  
w.e.f. \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the  
firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/contract will be rejected/cancelled by O/o CCA, Tamil Nadu and EMD/SD shall be forfeited and penalties as per tender document (e-Tender No. Pr.CCA/TN/Admn/Hiring of Unarmed Security Guards/2018-19, dt. 09/11/2018 will become applicable.

In addition to the above O/o PCCA, Tamil Nadu, will not be responsible to pay the bills for any completed / partially completed work.

**Signature of the authorized person**

**Date :**  
**Place :**

**Name :**  
**Seal :**



**Annexure IX**

**Check list and the order in which the documents are to be submitted.**

<b>Sl. no.</b>	<b>Documents (scanned copy in PDF format, self-attested wherever applicable)</b>	<b>Reference</b>
1.	Technical Bid	Annexure I
2.	Demand Draft for ₹ 200/- as cost of tender document	Clause 28
3.	Account Payee Demand Draft for ₹ 24000/- as EMD	Clause 29
4.	Tender document with signature and stamp in all pages.	
5.	Proof of address that the office or a branch is located within the limits of Chennai	Clause 7a
6.	Certified copy of the bank acc. statement for the last two years	Clause 7e
7.	Proof of registration of the agency	Clause 7b
8.	PAN card	Clause 7d
9.	IT returns filed during financial years 2016-17 & 2017/-18	
10.	Registration certificate with Service Tax Department.	Clause 7f
11.	Service tax paid during financial years 2016-17 & 2017-18	
12.	Turn over certificate for the last two financial years in the form of balance sheet (certified by a chartered accountant)	
13.	EPF registration letter/certificate	Clause 131
14.	ESI registration letter/certificate	Clause 131
15.	Regn. certificate with Labour Department of Tamil Nadu State	Clause 7f
16.	Details of major contracts handled in last 2 years with proof	Annexure III (Clause 7c)
17.	Declaration (By tender signing authority).	Annexure IV
18.	Letter of authorization to attend bid opening.	Annexure V
19.	Certificate on no relative clause	Annexure VI
20.	Certificate on minimum wages	Annexure VII
21.	Declaration (With respect to the status of being black-listed/debarred or not)	Annexure VIII
22.	Certificate of satisfactory performance from the organization to whom the service was provided earlier	
23.	Additional information (if any)	

**Agreement for unarmed security guards hiring**

This agreement is made on \_\_\_\_\_ between  
M/S \_\_\_\_\_  
(herein after called the 'Successful Bidder' which term includes its heir,  
representatives, nominees, attorneys, successors and assignees) whose registered  
office is at \_\_\_\_\_  
and is registered under \_\_\_\_\_ and acting  
through its authorized official Shri. \_\_\_\_\_.

**AND**

The Principal Controller of Communication Accounts/ The Controller of  
Communication Accounts, Tamil Nadu Circle (herein after called the Pr.CCA/ the  
CCA, Tamil Nadu circle whose term includes his/her representatives, nominees,  
attorneys, successors and assignees), acting through Shri \_\_\_\_\_,  
Deputy Controller of Communication Accounts, whose office is situated at No. 238, 7<sup>th</sup>  
Floor, RK Mutt Road, RK Nagar Telephone Exchange Building, RK Nagar, Mandaveli,  
Chennai-600028.

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

The successful bidder will provide unarmed security guards to the Office of the  
Principal Controller of Communication Accounts, Tamil Nadu Circle,  
Chennai-28 as per the given terms and conditions. The "Successful Bidder" has  
deposited ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ )  
as interest free Performance Security Deposit/Performance Bank Guarantee.

1. That the Office of the Principal Controller of Communication Accounts floated a  
tender No. Pr.CCA/TN/Admn/Hiring of unarmed security guards /2018-19 **dated**

**09.11.2018** for unarmed security guards, a copy of which is enclosed with this agreement and shall constitute to be a part and parcel of this agreement.

2. The successful bidder submitted his/ her bid in response to the above tender, duly signing and accepting the terms and conditions in the entire tender document comprising 49 pages.
3. That on evaluation by the O/o the Pr.CCA, Tamil Nadu Circle, Chennai-28 the successful bidder was declared lowest bidder for hiring of unarmed security guards.
4. The successful bidder shall, during the period of this contract, that is from 01.01.2019 to 31.12.2018 or until extended period or until this contract is determined by such notice as herein after mentioned, will provide unarmed security guards on terms and conditions as specified in the above mentioned tender document and shall abide with all its Instructions, terms and conditions, penalty clauses, technical and financial conditions and any other conditions mentioned in the tender document.
5. 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. The Notice Inviting Tender, Bid documents (Technical and Price Bid/BOQ), 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.
6. **The successful bidder shall comply with all the terms and conditions of bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.**
7. The contractor hereby declares that nobody connected with or in the employment of the O/o the Pr.CCA, Tamil Nadu Circle, Department of Telecommunications, Chennai is not/shall not ever be admitted as partner in the contract.
8. Successful bidder will submit bills in accordance with the bid document to the administration section of the Office of the Principal Controller of Communication

Accounts, Tamil Nadu Circle, Chennai-28 on monthly basis for the release of payment by the Pr.CCA/ the CCA.

9. Successful bidder shall not engage any person below 18 years of age and above 65 years.
10. Rates charged by the successful bidder for the services given under this contract, for both monthly and occasional hiring, shall not be higher than the rates quoted by the successful bidder in his/ her bid.
11. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of a person appointed by the Principal Controller of Communication Accounts/ the Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28. In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, The Principal Controller of Communication Accounts/ Controller of Communication Accounts, Tamil Nadu Circle shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor and that the award of the arbitrator shall be final and binding on both the parties. Successful bidder will have no objection in any such appointment that arbitrator so appointed is an employee of the Pr.CCA/ the CCA or a Government Servant or that he/ she has to deal with the matter to which the agreement relates or that in the course of his duties as a Pr.CCA/ CCA employee he/ she has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof or any rules made thereof.
12. The venue of Arbitration proceeding shall be Office of the Principal Controller of Communication Accounts, Tamil Nadu Circle at 238, R.K. Mutt Road, Chennai-28 or such other place as the arbitrator may decide.
13. Any dispute relating to this agreement and the tender mentioned herein shall be at the Court of appropriate jurisdiction at Chennai only where the unarmed

security guards have been hired and not the place where the successful bidder has his registered office.

14. The successful bidder is/ shall be responsible for compliance of all the laws/ rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of this contract.
15. Notwithstanding anything contained in the bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/ declaration to indemnify the Pr.CCA/CCA duly attested by a Magistrate/ Executive Magistrate.
16. Any notice, request of statement hereunder shall be in writing and deemed to be sufficiently given or rendered when sent by registered mail or fax to a party's registered office with a copy sent to the attention of:

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(Name of Successful Bidder)

Address:

Tel :

Fax :

E-mail:

**And**

The Controller of Communication Accounts, Tamil Nadu Circle

Address: 238, RK Mutt Road, Chennai-28

Tel: 044-24615960/24955813 Fax: 044-24955820

Further, the said notice shall be deemed to have been validly given on (i) business date and time immediately after the date of transmission with confirmed answer back, if sent by facsimile transmission provided such transmission is immediately followed by a Regd. mail or (ii) five days from the date of dispatch, if transmitted by internationally recognized courier or registered air mail.

Signed \_\_\_\_\_

Signed \_\_\_\_\_

For and on behalf of the Pr.CCA/  
the CCA

For and on behalf of the Successful  
Bidder

Name (caps) \_\_\_\_\_

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

### Performance Bank Guarantee

1. In consideration of the Principal Controller of Communication Accounts/, the Controller of Communication Accounts, Tamil Nadu Circle, Chennai-28 (hereinafter called the Pr.CCA/CCA, Chennai) having agreed to exempt \_\_\_\_\_  
(here in after called the said Service Provider from the demand of security deposit/ earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the due fulfillment by the said Service Provider of the Terms and Conditions to be contained in an Agreement in connection with the contract for supply of \_\_\_\_\_ we, \_\_\_\_\_ (name of the bank) \_\_\_\_\_ (here in after referred to as "the Bank") at the request of \_\_\_\_\_, Service Provider do hereby undertake to pay to the Pr.CCA/ the CCA, Tamil Nadu circle \_\_\_\_\_ 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/the CCA, \_\_\_\_\_ by reason of any breach by the said Service Provider of any of the 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/the CCA, Tamil Nadu circle \_\_\_\_\_ 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/the CCA, Tamil Nadu circle \_\_\_\_\_ reason of breach by the said Service Provider's of any of the Terms & Conditions contained in the said agreement or by reason of the Service Provider's 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/the CCA, \_\_\_\_\_ 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 ₹ \_\_\_\_\_.

3. We undertake to pay to the Pr.CCA/the CCA, Tamil Nadu circle \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider/supplier 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 Service Provider/Supplier shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of 15 months from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the Pr.CCA/the CCA, Tamil Nadu circle \_\_\_\_\_ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Pr.CCA/the CCA, Tamil Nadu circle \_\_\_\_\_ certifies that the Terms & Conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) \_\_\_\_\_ further agree with the Pr.CCA/the CCA, Tamil Nadu circle, \_\_\_\_\_ that the Pr.CCA/the CCA, Tamil Nadu circle \_\_\_\_\_ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contactor from time to time or to postpone from any time to time any of the powers exercisable by the Pr.CCA/the CCA, Tamil Nadu circle \_\_\_\_\_ against the said Service Provider and to forbear or enforce any of the terms and 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 service provider or for any forbearance, and or any omission on the part of the Pr.CCA/



the CCA, Tamil Nadu circle, \_\_\_\_\_ or any indulgence by the Pr.CCA/the CCA, Tamil Nadu circle, \_\_\_\_\_ to the said service provider 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 Service Provider/supplier.
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/the CCA, Tamil Nadu circle.
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 Pr.CCA/the CCA, Tamil Nadu circle, but so that the total amount payable hereunder shall not exceed ₹ \_\_\_\_\_.

Date:

For \_\_\_\_\_

(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Indian Stamp Act, 1899.