



TNTPO

TAMILNADU TRADE PROMOTION ORGANISATION

TENDER DOCUMENT

Name of work:

**Supply of Trained Manpower for Security &
Fire Fighting Services in Chennai Trade
Centre Complex.**

NOVEMBER - 2017

TAMIL NADU TRADE PROMOTION ORGANISATION

(A Joint Venture of Govt of India and Govt of Tamil Nadu)

Chennai Trade Centre Complex

Mount Poonamallee Road, Nandambakkam, Chennai – 600 089.

Phone No: 044-22315552, 9176881000, Fax No: 044-2231 3555

Website: www.chennaitradecentre.org

Email: tntpo@chennaitradecentre.org

DISCLAIMER

The information contained in this tender document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of Tamilnadu Trade Promotion Organisation (TNTPO) or any of its employees or advisors (collectively referred to as “TNTPO representatives”), is provided to the bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer. The purpose of this document is to provide interested parties with information to assist the formulation of their proposals.

This document does not purport to contain all the information each bidder may require. Each bidder should conduct its own due diligence, investigation and analysis and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.

The prospective bidder will be responsible for all obligations to its staff, their payments, complying with the labour laws, minimum wages Act and any other Act in respect of the staff employed by it for this assignment. Under no circumstances, TNTPO will be responsible for any non-compliance with statutory requirements in respect of the bidder’s staff.

TNTPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document from time-to-time, under intimation to the bidders. TNTPO reserves the right to accept or reject any or all proposals without giving any reasons. The bidding process shall be governed by the laws of India and courts at the State of Tamilnadu will have jurisdiction over the matter concerning and arising out of document.

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SECTION – I

TAMIL NADU TRADE PROMOTION ORGANISATION

No. TNTPO/ENGG-175/2017

Date: 05.11.2017

NOTICE INVITING TENDER

Tender invited for “Supply of Trained Manpower for Security & Fire Fighting Services” in Chennai Trade Centre Complex”.

Sealed Tenders are invited by the Managing Director, TAMILNADU TRADE PROMOTION ORGANISATION in two cover system (i.e.) Cover I: Commercial / Technical Bid, Cover II: Price Bid from the experienced Contactors who have carried out similar work in Government, Public Sector Undertakings and Reputed Private Sector for “Supply of Trained Manpower for Security and Fire Fighting Services on activity basis” as per the details given below:

Item of work	Tender No.	Cost of Tender Document	EMD	Sale of Tender Document	Last date of submission of tender document	Time, Date & Place of opening
1	2	3	4	5	6	7
“Supply of Trained Manpower for Security & Fire Fighting Services in Chennai Trade Centre”.	TNTPO/ENGG-175 /2017	Rs. 1,000/- (Rupees One Thousand Only)	Rs.2,05,000 (Rupees Two Lakhs Five Thousand Only)	05.11.2017 to 23.11.2017 between 10.00 to 17.00 hrs on all working days and on 24.11.2017 between 10.00 to 14.00 hrs.	15.00 hrs. on 24.11.2017	15.30 hrs. on 24.11.2017 at TNTPO, Chennai

Pre-bid meeting: 20.11.2017 (03:00 pm onwards)

Minimum Qualifying criteria:

Average annual financial turn over of the tenderer during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 must have been of the volume indicted below:

1. Average annual turnover Rs.**30.42 Lakhs**.
2. Experience of having successfully completed similar works for the last 7 years, satisfying any of the following criteria:
 - (a) Should have handled atleast three similar jobs of not less than Rs.40.56 lakhs each.

(OR)
 - (b) Should have handled atleast two similar jobs of not less than Rs.50.70 lakhs each.

(OR)
 - (c) Should have handled atleast one similar job of not less than Rs.81.12 lakhs.
3. The tenderer should have provided at least 22 trained personnel for security & at least 3 trained personnel for firefighting services per day for a period of any one of the immediate last seven years.

The word “similar completed works” mentioned in para: 2 (a) (b) and (c) shall mean “Supply of Trained Manpower for Security & Fire Fighting Services carried out in Government, Public Sector Undertaking and Reputed Private Sector units.
4. The Tenderer should submit the copy of the valid license obtained as per the Tamilnadu Private Security Agencies Rules, 2008.
5. The Tenderer should have obtained Permanent Account Number issued by the Income Tax Authorities on (or) before 31.3.2012.
6. The Tenderer should have obtained ESI number for the company on (or) before 31.3.2012.
7. The Tenderer should have obtained EPF number for the company on (or) before 31.3.2012.
8. The tenderer should have obtained goods and Service Tax Registration for the company.

9. The tenderer should not be the defaulter of any Statutory payments due to the Government Departments / Agencies, such as EPF, ESI, GST, Income Tax etc. at any point of time.
10. The Tenderer though meet the above criteria are also subject to be disqualified, on the ground of untrue or false representation in the forms, statements, attachments submitted, record of poor performance, previous record of incomplete execution of contract, inordinate delays in completion or financial failure, etc.
11. The minimum qualification criteria as stated above shall be scrutinized only against supporting documents submitted and the documentary proof submitted by the tenderer are subject to verification.
12. One set of tender document including forms, conditions of contract, specifications, etc. will be issued by the Managing Director, Tamilnadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 from 05.11.2017 to 23.11.2017, during office hours between 10.00 to 17.00 hrs on all working days and on 24.11.2017 between 10.00 to 14.00 hrs. The cost of tender documents shall be Rs.1, 000/- (Rupees One Thousand Only) payable through crossed Demand Draft/ Banker's Cheque on any Scheduled Commercial Bank drawn in favour of "Tamilnadu Trade Promotion Organisation" payable at Chennai. The name and address of the tenderer shall be clearly marked in the application for issuing tender documents.

The tender document can also be downloaded from the website www.chennaitradecentre.org free of cost. In case, the document is downloaded from website the cost of tender document shall be paid by means of DD / Banker's Cheque on any Scheduled Commercial Bank drawn in favour of Tamilnadu Trade Promotion Organisation payable at Chennai and same may be enclosed to tender document. The cost of tender documents will not be refunded under any circumstances.

Managing Director
Tamilnadu Trade Promotion Organisation

SECTION – II

INSTRUCTIONS TO TENDERERS

1. GENERAL GUIDELINES AND SCOPE OF THE TENDER:

Tamilnadu Trade Promotion Organisation invites tenders in sealed cover under two cover systems for “Supply of trained Manpower for Security & Fire Fighting Services at Chennai Trade Centre Complex” as detailed in the tender document.

BIDDING SCHEDULE

Sl. No.	Event Description	Date
1	Advertisement-Date of issue	05.11.2017
2	Issue of Tender Document (10.00 hrs to 17.00 hrs in all working days except on 24.11.2017 between 10.00 to 14.00 hrs)	05.11.2017 to 23.11.2017
3	Pre-bid meeting at TNTPO Board Room at 3:00 pm onwards	20.11.2017
4	Last date of Bid submission at 3:00 pm	24.11.2017
5	Opening of Technical & Commercial Bids at 3:30 pm	24.11.2017
6	Date of opening of Price Bid will be intimated separately	-

2. QUALIFICATION OF TENDER:

2.1 To qualify for award of the contract each tenderer in its name should necessarily have met the criteria as mentioned below:

PRE-QUALIFICATION CRITERIA:

Average annual financial turn over of the tenderer during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 must have been of the volume indicted below:

1. Average annual turnover **Rs.30.42 Lakhs.**

2. Experience of having successfully completed similar works for the last 7 years, satisfying any of the following criteria:

(a) Should have handled atleast three similar jobs of not less than Rs.40.56 lakhs each.

(OR)

(b) Should have handled atleast two similar jobs of not less than Rs.50.70 lakhs each.

(OR)

(d) Should have handled atleast one similar job of not less than Rs.81.12 lakhs.

3. The tenderer should have provided at least 22 trained personnel for security & at least 3 trained personnel for firefighting services per day for a period of any one of the immediate last seven years.

The word “similar completed works” mentioned in para: 2 (a) (b) and (c) shall mean “Supply of Trained Manpower for Security & Fire Fighting Services carried out in Government, Public Sector Undertaking and Reputed Private Sector units.

4. The Tenderer should submit the copy of the valid license obtained as per the Tamilnadu Private Security Agencies Rules, 2008.

5. The Tenderer should have obtained Permanent Account Number issued by the Income Tax Authorities on (or) before 31.3.2012.

6. The Tenderer should have obtained ESI number for the company on (or) before 31.3.2012.

7. The Tenderer should have obtained EPF number for the company on (or) before 31.3.2012.

8. The tenderer should have obtained goods and Service Tax Registration for the company.

9. The tenderer should not be the defaulter of any Statutory payments due to the Government Departments / Agencies, such as EPF, ESI, GST, Income Tax etc. at any point of time.

10. The Tenderer though meet the above criteria are also subject to be disqualified, on the ground of untrue or false representation in the forms, statements, attachments submitted, record of poor performance, previous record of incomplete execution of contract, inordinate delays in completion or financial failure, etc.
11. The minimum qualification criteria as stated above shall be scrutinized only against supporting documents submitted and the documentary proof submitted by the tenderer are subject to verification.

2.2. PREVIOUS EXPERIENCE OF THE TENDERER:

The tenderer should give all necessary information in the relevant proforma in his tender to show that he has successfully completed / executed during the past seven years for “SUPPLY OF TRAINED MANPOWER FOR SECURITY AND FIRE FIGHTING SERVICES” in an organisation / organisations with facilities of the type and magnitude comparable to that at Chennai Trade Centre complex, together with the list of names and addresses of the organisations for whom the work was done.

3. CONTRACT OF TENDER DOCUMENTS:

The set of tender documents includes documents as listed below:

<i>SECTION</i>	<i>CONTENTS</i>
I	Notice Inviting Tender
II	Instructions to Tenderer
III	General Conditions
IV	Technical Specifications
	Letter of Transmittal
	Structure and Organisation
	Personnel
	Price Schedule (Schedule – A)
	Tentative Manpower Chart for Security & Fire Fighting Services
	Statement of supply order executed for the past 7 years (Schedule- B)
	Service Report Details Form (Schedule-C)
	Tender Form (Schedule - D)
	Form of Agreement (Schedule - E)

4. SALE OF TENDER DOCUMENTS:

One set of tender document including forms, conditions of contract, specifications, etc. will be issued by the Managing Director, Tamilnadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 from 05.11.2017 to 23.11.2017, during office hours between 10.00 to 17.00 hrs on all working days and on 24.11.2017 between 10.00 to 14.00 hrs. The cost of tender documents shall be Rs.1, 000/- (Rupees One Thousand Only) payable through crossed Demand Draft / Banker's Cheque on any Scheduled Commercial Bank drawn in favour of "Tamilnadu Trade Promotion Organisation" payable at Chennai. The name and address of the tenderer shall be clearly marked in the application for issuing tender documents.

The tender document can also be downloaded from the website www.chennaitradecentre.org free of cost. In case, the document is downloaded from website the cost of tender document shall be paid by means of DD/ Banker's Cheque on any Scheduled Commercial Bank drawn in favour of Tamilnadu Trade Promotion Organisation payable at Chennai and same may be enclosed to the tender document. The cost of tender documents will not be refunded under any circumstances.

5. PRE-BID MEETING:

A pre-bid meeting will be held on 20.11.2017 at 3.00 pm onwards in the office of the Managing Director, Tamilnadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089, for obtaining clarifications, if any. The tenderers are advised to examine the tender document carefully and if there appears to be any ambiguity or discrepancy in the document or if they need any clarification on the tender document, they may write to the Managing Director, TNTPO. The queries or clarifications in respect of the tender documents will be answered not later than 48 hours the opening of the Tender. The clarification given shall be communicated to all those who have purchased the tender documents by displaying it in the our website. It is to be noted that the clarifications agreed shall be deemed to form part of the tender document.

6. ADDENDA / CORRIGENDA:

Addendum / Corrigendum to the tender documents may be issued by TNTPO on its own or in pursuance of the clarifications made with reference to the queries raised by

the tenderers and this will be prior to the date of opening of the tenders. The contract terms and conditions shall be read taking into account the clarifications, if any, made.

Such addendum/corrigendum shall be communicated to each firm or person who has purchased the tender documents. Such Addenda/Corrigenda shall also be hosted in our website. The Addenda/Corrigenda can be downloaded from the website, may be signed, sealed and enclosed along with their offer in Cover I as token of agreeing to these. The tenderers are therefore advised to watch the website, until 48 hours before the opening of the tender and download the addenda/corrigenda, if any. Non-submission of such Addenda/Corrigenda along with their offer shall not relieve the tenderers from their obligation to abide by such Addenda/Corrigenda. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the TNTPO are liable to have their tenders rejected.

7. SUBMISSION OF TENDER:

Tenders are invited in two cover system from experienced Contractor for “Supply of Trained Manpower for Security & Fire Fighting Services at Chennai Trade Centre Complex”. Tender must be sent in one main cover containing two separate covers and these two covers shall be superscribed- one cover as "Cover-I" and the other as "Cover-II". All the covers shall be addressed to the Managing Director, Tamilnadu Trade Promotion Organisation, and sealed properly. Names and addresses of the Tenderer shall also be written on all the covers. **Tenderers are requested to sign all pages of tender and a tender not so signed on all pages of the tender is liable to be treated as being defective and shall be rejected.**

To maintain the sanctity of tendering system one tenderer cannot represent two different companies/organisations.

The tender must be delivered by the tenderer at the address mentioned in the document not later than the date and time specified in the bidding schedule.

The tenderer shall be responsible for properly superscribing and sealing the cover in which the tender is submitted and TNTPO shall not be responsible for accidental opening of the covers that are not properly superscribed and sealed as required before the time of opening of tender.

The submission of tender document shall be made by post or courier with acknowledgment due or in person and TNTPO shall not be responsible for any delay in transit. The submission of tender by facsimile or fax shall not be accepted and TNTPO reserves the right to extend the last date and time for receipt of tender after giving adequate notice to all intending tenderers.

The tender submitted by the tenderer shall comprise the following:

7.1 CONTENTS OF COVER – I:

Complete technical specifications of service in respect of the “Supply of trained Manpower for Security & Fire Fighting Services at Chennai Trade Centre Complex” shall be quoted by the tenderer with all relevant particulars. The tenderer shall provide

- a) A confirmation that the Tenderer will abide by the entire clause in the tender documents.
- b) Demand Draft / Banker’s Cheque towards E.M.D of Rs.2,05,000/- (Rupees Two Lakhs Five Thousand Only).
- c) The cost of tender documents by means of DD / Banker’s Cheque shall be enclosed by those who download the tender document from the website
- d) A declaration that the contractor is a manpower agency and has successfully carried out qualifying works and has adequate organization and resources including experienced technical personnel to handle works of this type and magnitude.
- e) The tender documents should be signed only by authorized persons in case proprietary firm. And in case of partnership firm only those authorized by partners through Power of Attorney should sign the tender document.
- f) A copy of Income Tax Returns filed and permanent account number (PAN) of Income Tax Department if any.
- g) All the necessary documents in connection with prequalification criteria shall be enclosed

7.2 CONTENTS OF COVER – II:

The Cover II shall contain a schedule of price bid of “Supply of trained manpower for Security & Fire Fighting Services at Chennai Trade Centre Complex”. The bidders are requested to submit the offer as per format enclosed in the Price Schedule-A of tender document.

7.3. TNTPO IS NOT RESPONSIBLE FOR ANY POSTAL DELAY:

If the sealed tenders are sent by post or courier service, the tenderer shall ensure that the tenders are posted or dispatched so that the tenders are received by the TNTPO within the stipulated date and time. The cover shall be addressed to the Managing Director, TNTPO, No. 6A, 6B & 6C, Mount Poonamallee High Road, Nandambakkam, Chennai -600 089. TNTPO will not be responsible for any delay in postal or courier delivery. If the tenders are to be delivered in person at the above address, the sealed tenders shall be deposited before the stipulated date and time, at the aforesaid office.

8. TIME SCHEDULE FOR SUPPLY OF MANPOWER

The selected contractor should supply necessary manpower within 7 days from the date of acceptance of the letter of award from TNTPO and any additional requirements in the subsequent period should be fulfilled immediately on receipt of request from TNTPO.

9. PERIOD OF CONTRACT

The contract period shall be initially for one year and it can be extended for another two years, year by year, upon the satisfactory performance of the contract. The rate quoted shall remain the same for the extended period also. However, in case of extension of contract for the third year, that is initial contract period of one year and extension of two years, a raise of 10% on the quoted rate will be allowed by TNTPO. However, TNTPO reserves rights to extend or terminate the period of contract on its own discretion.

10. RATES TO BE IN FIGURES AND WORDS:

The tenderer shall quote the rates in figures as well as in words (English), tendered by him in the proforma concerned of the tender without any interpolation. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer. In case of any discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered as the quoted price. The quoted price shall be corrected only if there is an arithmetical error. The tenderer is permitted to quote only in Indian Rupees and the payment for the work will be made only in Indian Rupees.

11. CORRECTION / VARIATION:

Ordinarily overwritings, corrections are not permissible. However, all such corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date.

The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained.

12. TENDER VALIDITY:

Tenders submitted by tenderers shall remain valid for acceptance for a period of 90 days from the last date of submission of the tender. The tenderer shall not be allowed during the declared period of validity to revoke or cancel his tender or to vary any terms thereof.

13. EARNEST MONEY DEPOSIT:

- a) The EMD is Rs.2,05,000/- (Rupees Two Lakhs Five Thousand Only).
- b) All tenderers should furnish earnest money deposit by way of Demand Draft/Banker's Cheque drawn in favour of Tamilnadu Trade Promotion Organization payable at Chennai on any Scheduled Commercial Bank. Tenders received without the earnest money deposit will be rejected summarily.
- c) Earnest money deposit will be forfeited if the rates are revised, modified during currency of the contract or extended period, or if the order is not executed after acceptance of the tender.
- d) The Earnest money deposit will be refunded to the unsuccessful tenderers within one month from the date of issue of work order to the successful tenderer.
- e) The Earnest money deposit will not bear any interest.

13.1 REFUND OF EARNEST MONEY DEPOSITS:

- a) For Unsuccessful Tenderer, EMD of Tenderers other than L-1 tenderer will be refunded within one month from the date of issue of work order to the successful tenderer.
- b) EMD of the successful tenderer can be taken as part payment towards security deposit or will be refunded within 15 days from the date of payment of the security deposit in full.

13.2 FORFEITURE OF EMD IN CERTAIN CASES:

The EMD will be forfeited:

- a) If the tenderer withdraws his tender within the validity period.
(Or)
- b) Makes any modification in the terms and conditions of tender before expiry of 90 days from the last date of submission of tender or such time as may be extended by the TNTPO to which the tenderer has agreed to in writing.
(Or)
- c) In the event of tender being accepted by the TNTPO but the tenderer fails to enter into a contract including submission of security deposit.

13.3. NO INTEREST ON EARNEST MONEY:

No interest shall be paid by the Employer to the tenderer or contractor on the amount of earnest money held by the Employer, at any stage.

14. OPENING AND EVALUATION OF TENDER:

The main cover of the tenders will be opened at the office of the Managing Director of TAMILNADU TRADE PROMOTION ORGANISATION, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 at 3.30 pm on 24.11.2017 after the closing time mentioned above in presence of tenderers or representatives who are present at the time. Tenderers should send letter of authorization with attested specimen signature of their representatives who are deputed to present at the time of opening of tenders. Representatives without such

authorization letters may not be permitted to be present to witness the opening of tenders. In any case, the maximum number of persons representing a firm to witness the opening of the tenders will be limited to two.

On the day of opening, only the main cover and cover-I alone will be opened and read. Cover-II will not be opened. All the sealed cover-II of all the tenderers will be kept inside a single cover and sealed in the presence of tenderers or their authorized representatives who are present during the opening of the tenders and will be kept in the safe custody of the Managing Director, TNTPO.

14.1 EXAMINATION OF TENDERS AND OPENING OF COVER – II:

The Cover -I of the tenders shall be opened, scrutinized and evaluated with reference to the requirements of the TNTPO. Cover -II of those tenderers qualified in the evaluation of Cover -I will be opened after giving notice to the tenderers for their presence on the said date, if they desire.

15. AWARD OF WORK:

TNTPO will determine the lowest evaluated price quoted by those tenders who have qualified in evaluation of cover-I and shall award the contract to the tender who has offered the lowest evaluated price.

TNTPO shall notify the award of tender to the successful tenderer in writing that his tender has been accepted.

16. The successful tenderer shall make his own arrangement to mobilize the required trained manpower and other materials to provide comprehensive and effective security, and fire fighting services such as heavy duty torch lights, rain coats, gumboots, emergency lights, traffic control sign lights, masks and fluorescent traffic jackets, etc.,

17. The Security agency has to deploy security personnel for its operations as per the Annexure C.

18. The above is the minimum required trained manpower to be deployed by the Contractor. However, TNTPO has the right to reduce / increase the total strength of manpower deployment as and when required based on the rates quoted for that categories.

19. AREA TO BE COVERED:

1. Main Gate (Entry)
2. Gate near by ATM
3. Boom Barrier (VIP)
4. Opposite to Admin Block
5. Admin Block
6. Convention Centre (Main Entrance)
7. Convention Centre (Near Stage) West Site
8. Convention Centre (Behind)
9. Car parking
10. Sewage Treatment Plant
11. Convention Service Entry
12. DG sets Area
13. Utility
14. Two Wheelers Parking
15. Protocol parking
16. Protocol Entry
17. Exit Gate (GATE II)

20. SAFETY RULES TO BE FOLLOWED BY THE CONTRACTOR DURING EXECUTION OF WORK

All electrical equipment used by the SECURITY AND FIRE FIGHTING CONTRACTOR should have double earthing and to be connected through an ELCB.

No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs shall be used and wiring / cabling clamped.

The supervision for switching off and switching on of common area lights shall be done by SECURITY AND FIRE FIGHTING staff of the contractor. Unnecessary waste of energy shall be scrupulously avoided.

The existing fire fighting portable extinguishers which are already located at appropriate locations should be used during emergencies.

All staff working at raised levels from the ground will use safety belts, helmets and standard platforms with 42” high railing.

SECURITY AND FIRE FIGHTING CONTRACTOR to ensure that all equipment tools, brought on to the premises are in a safe condition, have been recently checked and that all personnel using the equipment and tools are trained in their safe use.

SECURITY AND FIRE FIGHTING CONTRACTOR to ensure that his staff on duty in the employer's premises follow guidelines as regards health and safety standards as required by the TNTPO.

The tenderers should submit the copy of acquaintance register for the disbursement of previous month wages along with the claim bill for the subsequent month.

21. SCOPE OF WORK

The scope of work of the security force is to provide an effective system of security and safeguards, which will serve to protect the company's property and its facilities from loss or damage, and ensure the safety of its employees, clients and visitors. This includes fire, theft, pilferage, fraud, misappropriation, malicious destruction, the safeguarding of company confidential information and material and military security classified data. The scope of work includes maintaining order among the employees and visitors, issuing relevant entry passes and maintaining proper documents as required and stipulated by TNTPO. When shows are on the organisers will take care of the stalls and offices installed by them on their own. If organisers engage the services of security agency as additional service separate dress code shall be provided in such cases. The security personnel engaged for the work should be extra to the manpower deployed for the employer's security purposes. Property, plants, equipments bought in by organisers shall not fall within the scope of work of the security agency except when such equipment and plants are in transit through common areas of TNTPO outside of the leased / bought out offices. The security agency shall monitor all visitors as well as their belongings, once inside the premises. While being discrete, the security force shall also be effective. For this purpose, they will have the right to frisk any visitor or examine any vehicle, if they have reasonable suspicion. These activities shall not cause harassment, unpleasantness. Informing visitors of security requirements through any signage's may be put up by the security agency with prior consultation with TNTPO.

The shift pattern shall comply with local regulations governing the engagement of labour, such as Contract Labour Law, Shop and Establishment Act etc.

The fire fighting core team headed by a qualified and experienced Fire Extinguishing Security Officer with Guards shall be available at all times in the site as specified in the tender document. The core team shall constantly patrol the entire building including vital areas and shall be responsible for fire vigil and prevention survey as well as initiating fire fighting operations in case of detection. **The main purpose of patrolling is to ensure early detection as well as control of activities that may lead to fire.** All security guards shall be trained in fire fighting, emergency/evacuation procedures and in emergency shall supplement the core team. The fire fighting staff shall periodically check up of the fire fighting equipments installed and submit report to TNTPO. It shall also ensure that refilling of chemical fire extinguishers is undertaken before expiry dates by taking the help of the employer's representative. The core team as well as security guards shall be provided with Walkie-Talkie and other effective means of communication at all times by the Security agency as indicated in the general instructions and elsewhere in the tender document.

The Security Officer / Assistant Security Officer shall be responsible for monitoring of CCTV Cameras in the Control Room round the clock. All Security Guards shall be trained in firefighting also.

All incoming and outgoing materials shall be properly documented with entry passes and out passes, containing all relevant information.

TNTPO will provide 2 nos. of hand held metal detectors and two nos of door frame metal detectors. These have to be operated by the security agency for screening/frisking the visitors.

All communication facility like wireless, mobile phones have to be provided by the security agency to its personnel as required by the TNTPO.

22. QUALIFICATION OF PERSONNEL TO BE EMPLOYED BY THE SECURITY AGENCY:

Security Officer / Assistant Security Officer & Fire Extinguishing Officer:

- Minimum qualification shall be any Graduation.
- Minimum 10 years of experience in the field of security services in the case of security officer / Minimum 5 years of experience in the field of security services in the case of Assistant Security Officer.
- Should be able to speak and write Tamil, English & Hindi.
- In case of ex-servicemen, the above qualification criteria may be relaxed, however their selection is subject to the approval of TNTPO.
- The Fire Extinguishing Officer should hold the Fire Fighting / Prevention Course certificate from National Fire Academy or equivalent Institution.

Fire Extinguishing Guard / Security Guard:

- Fire Extinguishing Guard / Security Guard shall be minimum of SSLC passed with Fire Fighting / Prevention Course certificate from National Fire Academy or equivalent Institution and shall have 2 years experience and should have worked in high rise buildings.
- Minimum 2 years of experience as a guard.
- Should be able to speak and write Tamil and be able to understand English.

23. SECURITY DEPOSIT:

The contractor will have to furnish 5% of work order value as Security Deposit, in the form of Demand Draft/Banker's Cheque drawn in favour of Tamilnadu Trade Promotion Organization payable at Chennai on any Scheduled Commercial Bank. EMD of the successful tenderer can be taken as part payment towards security deposit or will be refunded within 15 days from the date of payment of the security deposit in full.

The security deposit will be refunded to the contractor only if the contract period is completed as per the contract agreement. If the TNTPO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the TNTPO, then the TNTPO will in addition to such other dues that he shall have to pay under the law, appropriate the whole or part of

the security deposit and such amount that is appropriated will not be refunded to the contractor.

The contractor will have to furnish the security deposit within two days from the date of receipt of work order. The security deposit will not carry any interest. TNTPO shall reserve all rights to cancel the work order and forfeiture of EMD on failure of submission of security deposit within the stipulated period.

Failure to comply with the terms regarding security deposit set out in the work order within the stipulated time will entail cancellation of the contract without any notice to the contractor.

24. EXECUTION OF AGREEMENT:

After paying the security deposit, the successful bidder has to enter into the contract agreement as per the format enclosed in Schedule-E of tender document with the Managing Director, TNTPO at the cost of the contractor. The agreement shall consist of the following documents:

- (a) The format of agreement along with the conditions of the Contract.
- (b) All the schedules.

The approved agreement shall be signed on appropriate stamp paper as per the format enclosed (**Schedule E**). The successful bidder has to execute it on non-Judicial Stamp Paper of value which is not less than Rs.100/-. The authorized signatory shall sign with his seal on all pages of the agreement and on the other documents to be attached and shall submit them to the Managing Director. The same shall be signed and accepted by the Managing Director with date and seal on behalf of the TNTPO.

25. FAILURE TO EXECUTE THE AGREEMENT:

If the firm fails to execute the agreement within 7 days as mentioned, the letter of award of work shall be treated as invalid and the amount of EMD will be forfeited and his tender held as non-responsive. In this case if L2 Tenderer is agreeable for providing manpower as per the Tender at the rate of L1, TNTPO reserves the right to consider the offer of L2 Tenderer for issuing LOA.

26. WITNESS:

Witnesses shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

27. RIGHT OF THE TNTPO TO ACCEPT (OR) REJECT THE TENDER:

The TNTPO does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and required information are inadequate or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

28. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

29. COLLECTION OF DATA-TENDERER'S RESPONSIBILITY:

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever shall be entertained on the plea of ignorance of practicalities of the operation and maintenance of the work etc. The tenderer shall be deemed to have clearly understood and become conversant with the work and services and the conditions liable to be encountered during execution of the work assigned.

30. AMBIGUITY:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the Managing Director, TNTPO should be addressed in writing immediately for clarifications.

In case of incomplete specifications, if any, it will be assumed that the contractor has got the expertise and experience to furnish the most updated technically sound materials and workmanship to the TNTPO, subject to approval of the Managing Director, TNTPO.

31. TENDERER'S COMMENTS:

Any comments which the tenderer desires to make shall take the form of a separate statement in English language and giving reference to page, clause or item numbers and shall be submitted in duplicate along with the tender.

- a) Telegraphic/fax/telex offers will be treated as defective, invalid and rejected. Only detailed completed offers received as specified above, prior to the closing time and date of tender will be taken as valid.
- b) Demand Draft/Banker's Cheque towards E.M.D. for Rs.2,05,000/- (Rupees Two Lakhs Five Thousand Only) in favour of TamilNadu Trade Promotion Organisation payable at Chennai from any scheduled commercial bank.
- c) Demand Draft/Banker's Cheque shall be enclosed to the tender. This shall be kept in Cover-I and shall not be sent separately.
- d) The Earnest money deposit will be refunded to the unsuccessful tenderers within one month from the date of issue of work order. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- e) The tender form contained in this tender document shall be returned to the TNTPO; each of them duly filled in and signed by the tenderer along with his tender. Any tender not so signed on all pages of the tender is liable to be treated as being defective and will be rejected. The tenderer should submit the tender document duly signed on all pages.
- f) The TNTPO does not bind itself to accept the lowest or any tender or part thereof and reserve the right to accept or not to accept any or all of the tenders either in whole or in part, without assigning any reason therefor.
- g) The TNTPO is not entitled to issue "C" and "D" Form. Hence, the tenderers are advised to quote specifically the percentage of taxes and Surcharge if any, in Price bid.
- h) Application money should be attached by way of Demand Draft / Banker's Cheque by those who download tender form.

32. JURISDICTION:

The award of contract for “Supply of trained manpower for Security and Fire Fighting services at Chennai Trade Centre Complex” is subject to the jurisdiction of the local courts of Chennai (Tamil Nadu) to decide or adjudicate upon any disputes which may arise out of (or) be in connection with this Agreement irrespective of the fact that the contractor is within (or) outside Chennai.

33. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:

All instructions, conditions, special conditions, technical specifications contained in the tender document and any correspondence relating to this contract shall form part of the agreement.

34. TAMILNAUD TRADE PROMOTION ORGANISATION does not bind itself to accept the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

35. GENERAL INSTRUCTION:

- i) Letter of transmittal and all information concerning pre-qualifications of the tenderer shall be submitted as per formats attached.
- ii) All information called for shall be furnished against the respective columns in the enclosed form. If information is furnished in a separate document, reference to the same should be given against respective column(s). If information is “Nil” it should also be mentioned as “Nil” or “No such case”. If any particular query is not applicable to the applicant firms, the reply should be “not applicable”. However, the applicant firms are cautioned that failure to furnish complete information called for in the application in the form required or not giving it in clear terms or making any change in the prescribed forms, may result in summary disqualification of the applicant firm. Applications made by telegram, fax, e-mail etc. and those received late shall be summarily rejected.
- iii) All information shall be furnished in English.

- iv) The application shall be typewritten. The applicant firm's name shall appear on each page of the application.
- v) Overwriting shall be avoided. Mistakes shall be scored out and corrections incorporated and attested by the authorized signatory. All pages of the pre qualification tender document shall be numbered and submitted as a package along with a signed letter of transmittal.
- vi) References, Information and Certificates from the respective clients certifying suitability, technical know-how or capability of the applicant firm shall be signed by the authorized signatory of the tenderer.
- vii) The intending tenderers are advised to furnish any additional information, which they think is necessary with regard to their capabilities. No further information will be entertained after submission of pre-qualification tender document, unless it is called for by TNTPO.
- viii) The applicants for pre-qualification must provide evidence of having adequate experience. This should include supporting certificates or reports relating to financial, technical and other capability of the applicants.

36. FINAL DECISION MAKING AUTHORITY:

TNTPO reserves the right to accept or reject any of the applications/ tender(s) without assigning any reasons thereof. TNTPO reserves the right to increase or decrease the scope of work and to split the scope of work and award the work to one or more agencies if it is considered necessary. Decision of TNTPO is final and binding.

37. PROVISIONAL PARTICULARS:

The details in respect of the work involved with regard to security and fire fighting, the minimum manpower requirements etc. given herein must be considered only as general guidelines. Tenderers are at liberty to seek any further information for better understanding of the work from TNTPO before submitting the tender.

38. SITE VISIT:

The site of work may be inspected by the applicant or his representative at his own cost on 20.11.2017. Technical staff of TNTPO will accompany the applicant, if required.

39. PARTICULAR ATTENTION:

Applicants shall be disqualified at any stage if they are found to have:

- (i) made untrue or false claims in the forms, statements and attachments submitted in proof of the qualification and requirements;
- (ii) record of poor performance such as abandoning the work undertaken, failure to complete the contracted work, inordinate delays in carrying out the services, financial failures etc.
- (iii) Non submission of EMD along with Pre-qualification and technical bid documents.

40. PRICE AND CURRENCIES:

Tenderer shall quote all unit prices and total tender price in Indian Rupees only. All payments under the contract shall be made in Indian Rupees only.

SECTION – III
GENERAL CONDITIONS

A. GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS:

1. DEFINITION OF TERMS:

In constructing these conditions and annexed form of tender and specifications, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction.

- 1.1** “The Employer” shall mean the “Tamilnadu Trade Promotion Organisation” or their successors, assigns and acting through its Managing Director.
- 1.2** Managing Director means the Managing Director of Tamilnadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 and includes the person appointed to act on his behalf under the Companies Act 1956.
- 1.3** "Contractor" means the person or persons, firm or company whose tender/offer has been accepted by Tamilnadu Trade Promotion Organisation and includes the Contractor's Engineer/Representatives, heirs, successors and assigns.
- 1.4** “TNTPO” means Tamilnadu Trade Promotion Organisation or their successors and assigns.
- 1.5** “Sub-Contractor" shall mean any person to whom any part of the contract has been sublet with the consent in writing of the Employer, and the Employer’s Representatives, successors and permitted assigns of such person.
- 1.6** "Engineer" mean the officials as may be appointed from time to time by the Employer, to act as Engineer for the purpose of the contract.
- 1.7** "Engineer's Engineer/Representative" means any sub-ordinate Engineer or Assistant to the Engineer or any other Engineer's official appointed from time to time by the Engineer to perform the duties.

- 1.8** "Works" shall mean supply of man power for security & firefighting services at Chennai Trade Centre Complex.
- 1.9** "Temporary Work" mean all temporary works of every kind required in or about the execution, completion or maintenance of the contractual works.
- 1.10** "Extra works" mean those works required by the Employer to be done for completion of the contract, not specifically and separately included in the specified items of works of the tender.
- 1.11** "Office" mean the Chennai Trade Centre Complex where the work is to be executed or carried out for the purpose of the Contract.
- 1.12** "Month" mean English Calendar Month.
- 1.13** "Contract" shall mean Contract agreement entered into between Tamilnadu Trade Promotion Organisation and the contractor together with the contract documents referred therein.
- 1.13.1** The Tender document and acceptance of the Tender.
- 1.13.2** The general conditions of contract.
- 1.13.3** The work order issued to the contractor subsequent to acceptance of the offer.
- 1.13.4** The work order issued to the contractor subsequent to acceptance of the offer.
- 1.13.5** All correspondence and minutes of tender meetings by which items 1.13.1 to 1.13.4 are added.
- 1.14** "Contract Price" means the total sum of money certified to be paid by the Employer to the contractor on timely completion of the contract, including the charge for extra manpower supplied etc; i.e. as per defined and applicable items of the terms of payment.
- 1.15** The term "work" of the Contractor includes provision of labour and tools.
- 1.16** The Contractor shall be solely responsible for compliance to the provisions of various labour and industrial laws, in respect of wages, allowances,

compensations, EPF, Bonus, Gratuity, ESI etc. for the personnel deployed by him at Chennai Trade Centre Complex or for any accident caused to them. TNTPO shall not be liable to bear any expenses in this regard. The Contractor shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the TNTPO, for whatever reason. The Contractor shall also be responsible for providing insurance cover to its personnel. The Contractor shall specifically ensure compliance to such laws /Act as are mentioned below including amendments / modifications issued to them or their revised versions:-

- (1) The payment of Wages ACT 1936
- (2) The Employees Provident Fund & MP Act 1952
- (3) The Contract Labour (Regulation) Act, 1970
- (4) The Payment of Bonus Act, 1965
- (5) The Payment of Gratuity Act, 1972
- (6) The Employees State Insurance Act, 1948
- (7) The Employment of Children Act, 1938
- (8) Minimum Wages Act, 1948

1.17 The persons deployed by the Contractor should not have any police records/criminal cases against them. The character and antecedents of each personnel of the Contractor will be got verified by the Contractor before their deployment after through investigation with the help of the local police, with reference to proofs of identity like driving license, bank accounts details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this office. The Contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such employees as are not found suitable by the employer or his representative for any reasons immediately on receipt of such a request.

1.18 There will no master & servant relationship between the employees of the contractor and this office and those deployed by the contractor shall not make claim for absorption in this office (TNTPO). The contractor's personnel shall not claim any benefits/compensation/absorption or regularization of services from / in

this office under the provisions of Industrial Disputes Act., 1947 or Contract Labour (Regulation and Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by contractor to this office.

1.19 The personnel deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office. They should adhere to the normal shift timings. However, they may be required to overstay beyond office hours on certain occasions. The contractor shall be accountable for any act of indiscipline on the part of persons deployed by him. The contractor shall be bound to prohibit and prevent any of his employees from being intoxicated while on duty or acting in any manner that is detrimental or prejudicial to the interest of this office. The decision of the Managing Director, TNTPO on any matter arising under the clause shall be final and binding on the contractor.

2. CONTRACT DOCUMENT:

Subject to the order of precedence given in the contract document all documents forming part of the contract are included to the coercive and mutually explanatory. The contract shall be read as whole.

3. CONTRACT PRICES:

Prices are to be quoted on firm basis.

4. PAYMENT TO LOCAL BODIES

All payments to local bodies towards ESI, EPF, GST and Insurance etc. and for adhering to Contract Labour Laws, the SECURITY AND FIRE FIGHTING CONTRACTOR is responsible for the above statutory payments for the entire contract period.

5 STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES

The CONTRACTOR shall comply with and give all notices required by any Government authority, instrument, rule or order made under any Act of Parliament or State Legislature or any regulation or bye-law of any local authority relating to the work or with whose system the same is or will be connected.

The CONTRACTOR shall pay and indemnify the TNTPO against liability in respect of any fees or charges (including any rates and taxes) legally demandable under any Act of Parliament, or State Legislature, instrument, rule or order or any regulation or bye-law or any local authority in respect of the work.

6. DAMAGES (NOT AS PENALTY) FOR NON-PERFORMANCE:

If SECURITY AND FIRE FIGHTING CONTRACTOR fails to carry out the services in strict conformity with the approved and accepted schedule, then unless such failure is due to Force Majeure, the SECURITY AND FIRE FIGHTING CONTRACTOR shall pay to TNTPO as liquidated damages (not as penalty) an amount equal to **two days comprehensive service charges of particular package** for their failure for each day of delay plus the expenses and charges incurred by the TNTPO in rectifying and performing the defaulted services with the help of others.

For delay and / or unsatisfactory performance of the services covered under this Contract, TNTPO has the right to claim and charge liquidated damages not as penalty from the contractor.

At the beginning of every month, with prior approval of TNTPO the SECURITY AND FIRE FIGHTING CONTRACTOR shall determine the amount of mobilization of **manpower**, equipment, tools etc. required for the performance of the contract / services. Any shortfall in the mobilization shall be reviewed and the same shall be made up then and there. TNTPO may deduct damages, which shall not be less than an amount equal to **two days comprehensive service charges of the particular package** for their failure for each day. The amounts deducted for any shortfall shall not be released to contractor at the end of the contract period and hence, these amounts will be deducted from the lump sum contract price / contract amount as the case may be.

TNTPO shall at the beginning of every month assess the work performance of SECURITY AND FIRE FIGHTING CONTRACTOR during the previous month. For any shortfall observed in the work performance due to any reasons whatsoever, TNTPO shall evaluate the man power, equipment, tools and vehicles that would have been required to accomplish the work performance and calculate deductions to be made for short deployment of man power, equipment, tools and vehicles mobilization. In any case, the **minimum amount to be deducted will not be less than two days comprehensive service charges for the corresponding item of work laid down in the contract.**

Normally services will have to be completed by SECURITY AND FIRE FIGHTING CONTRACTOR as per the work completion programme notified by TNTPO representative. SECURITY AND FIRE FIGHTING CONTRACTOR shall attend to any urgent services immediately. In case of failure to attend to such services within an agreed time limit, the TNTPO representative shall have the right to deduct for the damages at an **amount equal to two days comprehensive service charges for the delay of the particular package** until rectification and restoration of service plus the expenses incurred by TNTPO to get the work not performed by the contractor, done using the services of a third party. SECURITY AND FIRE FIGHTING CONTRACTOR shall be informed of the damages and the action taken accordingly. The damages claimed by TNTPO are not subject to negotiation by SECURITY AND FIRE FIGHTING CONTRACTOR.

TNTPO's representative reserves the right to execute such delayed services through third parties and deduct from SECURITY AND FIRE FIGHTING CONTRACTOR the expenses in this regard with 100% of the expenses as damages, without any consent of SECURITY AND FIRE FIGHTING CONTRACTOR, who shall be notified in writing of the measures taken in every case after giving due notice and the security agency / contractor continues to be indifferent.

TNTPO shall have the right without prejudice to any other method of recovery to deduct the amount of such damages from any monies due or which may become due to SECURITY AND FIRE FIGHTING CONTRACTOR. All liquidated damages (not as penalty) clauses shall have no upper limit of deductions for damages.

The payment or deduction of such damages shall not relieve SECURITY AND FIRE FIGHTING CONTRACTOR from his obligations to complete the services or from any of his other obligations and liabilities under this contract.

The period of failure to carry out performance and matters relating to delay, unsatisfactory performance of the services mentioned in the clauses above shall be as determined and judged by the TNTPO whose decision shall be final and binding on the SECURITY AND FIRE FIGHTING CONTRACTOR.

7. TAXES AND DUTIES:

Any increase / decrease in Taxes, Duties and Other statutory levies during the period of contract leading to variation in the accepted rates, the actual rates will be paid by TNTPO.

Deductions will however be made as per Income Tax, if applicable, at all stages of payments and appropriate certificate to that effect will be issued to the Contractor.

8. INSURANCE:

During the period of contract, the contractor shall insure all his personnel at his own cost. In case of any accident/untoward incident to its employees deployed, the contractor shall indemnify loss/damage to the affected employees and TNTPO shall not responsible therefor.

9. PAYMENT:

The Contractor has to remit the following to the authorities concerned within seven days from the date of disbursement of salary to the personnel deployed and produce xerox copy of remittance challans to TNTPO.

- 1) ESI of 4.75% borne by TNTPO.
- 2) EPF of 12% borne by TNTPO.
- 3) EDLI & Administrative charges of 1.16% borne by TNTPO.
- 4) EPF of 12% deducted from the salary of outsourced personnel.

Only on submission of xerox copy of remittance challans of ESI, EPF and maintenance log book along with monthly bill to TNTPO, the payment will be made to the contractor. If there is any variation either downward / upward in these rates the liability of TNTPO will be to the extent of the actual remitted.

10. LABOUR

The SECURITY AND FIRE FIGHTING CONTRACTOR shall employ no child labour less than 18 years of age for any work. If female labour is engaged, the SECURITY AND FIRE FIGHTING CONTRACTOR shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. No labourer shall reside within the compound of CTC except the authorized guards. The provisions of Labour Acts of the State/Central Governments have to be followed scrupulously.

11. PROTECTION OF TREES AND SHRUBS

Trees and shrubs designated by the TNTPO shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such trees. Where necessary such trees and shrubs shall be protected by means of temporary fencing.

12. ANTIQUITIES:

All fossils and other objects of interest or value, which may be found at the site or in excavating the same during the progress of the work, shall become the property of the TNTPO. The SECURITY AND FIRE FIGHTING CONTRACTOR shall carefully take out and preserve all such objects and shall immediately or as soon as possible may after the discovery of such articles deliver the same to TNTPO.

13. SUB CONTRACTING:

The Successful tenderer shall not subcontract or assign this contract or any part thereof without obtaining prior written permission of the TNTPO. In the event of the successful tenderers sub-letting or assigning the contract or any part thereof without such permission, the TNTPO shall have the right to cancel the contract and the successful tenderer shall be liable to the TNTPO for any loss or damage which the TNTPO may sustain in consequence of the cancellation of the contract. Even if, sub-letting is permitted by the TNTPO, it will not recognize any contractual obligations with the person or party to whom the contract has been sub-let and the successful tenderer shall be held responsible for the satisfactory and proper fulfillment of the contract.

14. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT / RIGHTS OF THE TNTPO:

a) The TNTPO reserves the right to cancel the contract if the quality of service delivered falls below the standard.

b) Any bribe, commission, gift given, promised or offered by or on behalf of the tenderers, their partners, agents or servants to any officer, servant or representative of the TNTPO for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall attract in addition to the criminal action, cancellation of this or any other contracts and also payment of any loss resulting from such cancellation.

TNTPO shall be entitled to deduct the amount payable otherwise due to the tenderers under this or any other contracts any loss sustained by it consequent on cancellation of the contract. Any question or dispute as to whether the tenderer has any liability under this clause shall be decided by the TNTPO in such manner and on such evidence or information as they may think fit and sufficient and its decision shall be final and conclusive and binding on the contractor.

15. MEMBERS OF THE TNTPO NOT INDIVIDUALLY LIABLE:

The Managing Director or any official or employee of the TNTPO shall in no way be personally bound or liable for the acts of obligations of the TNTPO under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

16. TNTPO NOT BOUND BY PERSONAL REPRESENTATIONS:

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee alleged to have been given to him by any person on behalf of TNTPO.

17. CHANGE IN CONSTITUTION:

a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm, except with the previous consent in writing of the TNTPO which may be granted only upon furnishing of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

b) On the death or retirement of any partner of the contractor/firm before completing the performance of the contract, the TNTPO may at its option to cancel the contract and in such a case the contractor shall have no claim whatsoever for compensation against the TNTPO if the successor is not agreeable for continuing the contract.

c) Without prejudice to any of the rights or remedies under this contract if the contractor is a proprietorship concern and the proprietor dies during the performance of

this contract the TNTPO shall have the option to terminate the contract without compensation if the successor is not for continuing the contract.

18. NOTICES:

All notices and instructions under the terms of tender will be sent by post/cable/fax to the Contractor to his principal place of business indicated in his Tender.

Actual Receipt: Unless a later time is specified in a notice, it shall take effect from the time it is received by the person or by one on his behalf, to whom it is addressed, as noted thereon.

Deemed Receipt: A letter or facsimile is taken to be received.

Change of particulars: In the event that the tenderer changes the address or other relevant particulars in respect of its facsimile facilities, it must, prior to the date of such change, notify to the TNTPO in writing and subject to acknowledgement, be as that of new address or particulars as the case may be.

Place:

Signature of the Tenderer / Contractor
With seal

Date:

SECTION – IV

TECHNICAL SPECIFICATIONS

1. GENERAL SCOPE OF WORK:

The scope of work shall cover the supply of manpower to carry out the security services and fire fighting services as assigned by TNTPO.

2. SCOPE OF WORK FOR SUPPLY THE SECURITY SERVICES:

- a) Supply of trained security personnel for three shifts in a day for the security service for Hall No.1, 2, 3 and CCC during regular and exhibition/event days only.
- b) Attendance register to be maintained for the security and fire fighting services and copy of the same should be produced along with the claim bill for every month.
- c) Qualified and experienced personnel should be employed.
- d) Uniform to be provided for the security personnel with the approval of TNTPO.
- e) Security should guard the exhibition hall No.1, 2, 3 and Convention Centre during the regular and event/exhibition days from outside.
- f) The security personnel should register their finger print while coming for duty & leaving after shift. If the biometric system is not functioning, they will sign the attendance kept near the biometric machine.
- g) All the statutory payments have to be borne by the contractor.
- j) Security guards to be posted all the entry/ exit/ emergency doors as directed by the Engineer in charge.
- k) To check gate pass when materials are moved out of the premises.
- l) To restrict unauthorized entry of persons / materials.
- m) To open / close the entry doors of the Exhibition Hall No.1, 2, 3 and Convention Centre.
- n) To check for any breakages and report to the Engineer in charge.
- o) To check all the doors / windows for proper closing.
- p) To seal all the doors after the conclusion of exhibitions / events.
- q) To maintain record for all the vehicles coming in/out during non event/exhibition days.

- r) To maintain record for all materials coming in/out during non event/exhibition days.
- s) To maintain record for all personnel entering/exiting at the main gate during non event/exhibition days.
- t) Regular patrolling inside the compound.
- u) To operate the boom barriers and in case of any defect the same has to be reported to the Engineer in charge.

Areas of Operations: The areas of operation are utility building sewage treatment plant building, service trenches, roads, drains, compound wall, gates, plaza counters, parking lots, sump area, horticulture areas, waste dump and all connected premises at all levels including roofs and terraces, Exhibition halls and Convention Centre, etc.,

Nature of job: The list is indicative and not exhaustive and shall include all other activities called for to achieve state of the art quality in Security & Fire Fighting Services and best control within the premises.

I. ADDITIONAL CONDITIONS:

1. Royalty, Tax, surcharge, fee, and penalty shall have to be paid by the Contractor whatsoever applicable, directly to the authorities concerned. No claim for the extra payment on this account will be admissible.
2. The Contractor must take all precautions to avoid accidents during day and night installing necessary caution boards, speed limit boards, red flags and red lights and barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to traffic during execution of work.
3. The work shall be carried out in a manner complying with the rules laid down by TNTPO.
4. At least one authorized representative should always be available at the site of work to take instructions from the office and ensure proper execution of work. This will apply specially when works of value exceeding rupees one lakh.
5. The Contractor shall have to work as per programme of the employer.
6. Minimum security service personnel per shift in a day should be posted as per the tentative manpower chart enclosed during the event/exhibition days for the Hall

No.1, 2, 3 and Convention Centre No extra payment will be made for the weekly off, extra hours work. The Contractor has to quote suitably.

7. The Contractor should have the PAN Number, GST Number, EPF Number, ESI Number.
8. Copy of the ESI, EPF, GST paid challans along with copy of acquaintance register for the disbursement of salary in respect of the previous month should be submitted for the claim bill for the subsequent month.
9. The tenderer should have minimum three years of relevant experience in this field and produce documentary evidence for the same.
10. Qualified and experienced personnel should be employed.
11. Contractor shall fully recognize that the site shall be a restricted area and that all works and movement within it shall be subjected to the TNTPO's direction and control.
12. The work area in and around the Operating Units such as Service building, Fuel Storage Tank, LPG bank (meant for food court), Sewage Treatment Plant, Electrical Shafts, electrical cable/communication cable/waterline trenches etc. shall be considered a hazardous area. Contractor shall fully familiarize himself and abide by the safety rules / regulations and ISO standards. If Contractor experiences unavoidable interruption of work due to operational or safety reasons, such delays / interruptions shall not entitle the contractor to reimbursement of additional costs.

3. WORKING HOURS

The premises is subject to continuous occupation of all the 24 hours a day and 7 days a week on continued basis, throughout the year.

4. ADEQUACY OF CONTRACTOR'S STAFF

It is understood that the service activities are to be performed with utmost diligence and expediency to handle security equipments. To achieve this, Contractor shall maintain adequate level of staff of good technical competence at site at all times.

If, at any time, during the currency of agreement, contractor's staffing, in the opinion of TNTPO, is inadequate to meet with the requirements of the agreement, TNTPO may so notify Contractor, who shall thereupon take immediate steps to increase its staff at

site. Contractor shall effect such increases within a period of maximum seven days following the procedure outlined elsewhere in the contract agreement. If within the specified period contractor does not or fails to increase the staff as required, TNTPO may itself or through other parties hire additional staff to supplement that of contractor and deduct the expenses in this regard from monies due to the contractor.

Failure of the contractor to comply with the instructions of TNTPO may be grounds for determination by TNTPO that Contractor is not proceeding with the performance of services with such diligence as will ensure fulfillment of contractual requirements.

5. CONDITIONS OF PERFORMANCE:

Contractor represents and warrants that:

Contractor has the requisite skilled and qualified personnel to perform the services.

Contractor has inspected the premises and is familiar with the conditions related to performance of the services.

Contractor shall at all times ensure that the supply of know-how, manpower, materials, equipments and tools shall be adequate to satisfactorily undertake the scope of services without delay.

Contractor shall at all times ensure that the services are being carried out professionally in accordance with sound industry practice without giving room for delay and efficiently consistent with the best interests of TNTPO.

Contractor shall perform and provide the services in accordance with provisions of this agreement and shall exercise all reasonable skill, care diligence and judgment in their performance.

TNTPO has discussed and settled with the contractor as per the agreement, the general basis for execution of services. The procedures adopted shall be based on good engineering practices in order to maintain equipments at a high level of efficiency in a safe working environment. If any question arises between contractor and TNTPO regarding particular work procedure followed or proposed to be followed by the contractor, he should convince TNTPO as to the soundness of such procedure and shall obtain its written approval before the same is put into practice. The grant or denial of such approval shall not relieve the contractor of any of his obligations under this agreement.

TNTPO shall have the right to check and comment on any or all procedures proposed to be adopted by contractor for the performance of services. Contractor shall submit such work procedures for TNTPO's review and approval

Contractor shall notify TNTPO as soon as Contractor knows of any difficulty in performing the services. If, at any time during the performance of the services, Contractor's actual progress is inadequate to meet the requirements of the Agreement, TNTPO may notify so and thereupon the contractor shall take such steps as may be necessary to improve its performance. If Contractor does not improve his performance to meet the approved and accepted schedule, TNTPO may insist on overtime working hours, an increase in the number of manpower and equipment, plant, tools etc. all without any additional payment. Neither such notice by TNTPO nor TNTPO's failure to issue such notice shall relieve the contractor of its obligations to achieve the performance required by the agreement.

If Contractor fails to perform any of the services then TNTPO has the undisputable right to claim damages and hire a third party to perform such services, and the expenses incurred in getting the work done through a third party shall be recovered from any monies due to contractor under the agreement.

In the event of contractor failing to perform the services in accordance with the Schedule of work and TNTPO is forced to have the services performed engaging a third party the additional expenses incurred by it on account of this shall be recovered from the contractor.

6. LABOUR

Contractor shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. Contractor shall at all times during the continuance of this agreement conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of any applicable law of the country.

All those that are proposed to be employed for this work shall possess high standards of integrity, have no affiliation with any political parties or trade unions.

The contractor shall in its dealing with the personnel for the time being employed in connection with the agreement shall have due regard to all recognized festivals. Contractor shall also observe all relevant local customs and such other conditions and instructions as may be issued to Contractor from time to time by TNTPO.

Contractor shall not adopt terms and conditions that are less favorable than those followed for similar work by organisations of the type comparable to TNTPO available elsewhere in India.

Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site.

Upon the outbreak of any strike or labour dispute involving any of contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to TNTPO. If any dispute arise between the contract labour/labour/employees and Contractor agency, the TNTPO will not be responsible in any manner.

Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, TNTPO or of a third party, report such occurrence to the competent authority where ever such a report is required by law.

Contractor shall, to the extent permissible under applicable laws, comply with and be bound by such terms and conditions of any labour agreement established by TNTPO and applicable to the services of the personnel appointed in India.

TNTPO shall be at liberty to object and require contractor to remove forthwith from the site any person employed by contractor in or about execution or performance of services who in the opinion of TNTPO has committed a misconduct or whose employment is otherwise considered to be undesirable.

7. CONTRACTOR'S WORKING HOURS

Normal daily working hours for contractor's personnel, except those working on rotational shift-basis will be prepared by contractor. Sundays will be observed as weekly rest days except in case of persons who will be working on shift basis. In this contract, the shift pattern shall comply with local regulations governing the engagement of Labour, such as Contract Labour Law,

Persons working on shift basis will follow the weekly shift schedule to be prepared by contractor and approved by TNTPO. Contractor shall arrange to provide at its cost relievers for its Shift Personnel.

Contractor will have to work after normal working hours and on Sundays / Holidays to fulfill its obligation of services. Overtime if any for such work shall be to Contractor's account.

No person shall be asked to do more than one shift a day.

After normal daily working hours and on Sundays / holidays, Contractor is required to maintain an emergency standby team capable of handling any crises which may arise with materials, equipment, tools and vehicles at site. Further, Contractor is responsible and bound to provide coverage for 24 hours a day throughout the Agreement period to attend to any work or service with full mobilization as required at the site and as and when directed by TNTPO's representative(s) without any extra cost to TNTPO.

During the festive days, Contractor at no extra cost to TNTPO shall make such adjustment as necessary to the working arrangement at each location of the premises to meet such exigencies as may be directed by TNTPO.

Medical Fitness Certificate to be produced for all the personnel from the Registered Medical Practitioners in Government Services.

The tender shall be of two-bid system, as described elsewhere in the tender document. The submission of tender shall comply with the requirements as detailed in the two-bid system.

The TNTPO will adopt a comprehensive methodology for evaluating the tenders received for the said works. The Tenderer who submits the lowest bid without any conditions and who conforms to the tender conditions in totality without any deviation and who accepts to complete the said works will be given the highest preference, subject to there being no disproportionately high rates quoted by the lowest Tenderer for any of the items in the Schedule of quantities. Where the TNTPO finds that the lowest Tenderer, in spite of being the lowest in the overall price bid, has quoted disproportionately high rates under any of the items listed above or otherwise, the TNTPO will reserve the right to discuss / negotiate with the lowest tenderer towards rationalizing of the quoted rates for such items either in comparison with the estimated rates or with the rates of other Tenderers. Likewise, the TNTPO reserves the right to discuss / negotiate with the lowest Tenderer towards achieving conformity with the tender conditions. The Tenderers should note that the TNTPO reserves the right to reject any conditional tenders and the decision of TNTPO on such matters shall be binding on the Tenderers.

The tenderer shall inspect the site and obtain required details for proper execution of work successfully. The responsibility for obtaining all such data / details rests with the tenderer and no claim to extra at a later date will be entertained by Employer due to the failure of the tenderer to make sufficient investigation prior to tendering.

Tenderer shall include in his quoted rates all taxes, duties, levies, surcharge etc. levied by the central, State and Local Governments, Statutory bodies, Public utility companies, transit insurance for safety of materials / goods / equipment & machinery in transit and other similar incidentals etc. No extra payment will be entertained on account of these. However, imposition of any new taxes / levies by Statutory Authorities as applicable to this Contract shall be payable by the Employer on production of documentary evidence.

All rules and regulations of labour department, contract labour laws, Provident Fund & ESI and connected laws, Comprehensive All risk Insurance requirements and all other laws of the land are to be complied with by the Tenderer.

8. FIRE HAZARDS AND PRECAUTIONS:

When at site, all fire regulations, as well as regulations under Section 38 and subsequent amendments if any under the Factories Act 1948 must be observed at all times. Awareness about the above to be imparted to all staff who are to be deployed in pursuance of this contract.

9. COMMUNICATION

English language will be used for all purposes.

1. All written communication shall be done at site level directly between TNTPO and Security agency. All efforts must be made to keep correspondence to a minimum. If, for expediency, telephonic conversation is used, this must be confirmed in writing within two (2) working days, by both parties.

2. Notwithstanding any other provision under this Contract Agreement, hand delivery will be an approved means of exchange of letters.

10. SITE INSTRUCTIONS

Instructions shall be confirmed, in writing, using a numbered site instruction, and signed by TNTPO. Security agency is required to sign one copy of each instruction as confirmation of its receipt.

If the security agency views that any instruction or order issued by TNTPO involves financial implication not contemplated under the agreement, it may take it up with the employer within forty eight (48) hours in writing furnishing full details.

11. REPORTS AND SERVICES RECORDS

The security officer is required to prepare and submit to TNTPO various routine and special reports relating to the performance of the services.

The Security Officer is required to submit daily reports of all activities.

A set of "Formats" currently in use for the Records of Performance of the Scope of Services is to be followed.

TNTPO has the right to modify the present "Formats" in use or introduce new "Formats" as and when required to meet the services requirements. Security agency is obliged to prepare and maintain such records.

LETTER OF TRANSMITTAL

Date :

To

The Managing Director,
Tamilnadu Trade Promotion Organisation,
6A, 6B & 6C, Mount Poonamallee Road,
Nandambakkam,
Chennai – 600 089.

Sir,

Sub: Submission of documents to comply the Pre-qualification conditions for the work of “Supply of trained manpower for Security and Fire Fighting services” in Chennai Trade Centre.

1. Having examined the details given in the tender Invitation to pre-qualified Bidders for work referred under subject above, we hereby submit the prequalification information and relevant documents.
2. We hereby certify that all the statements made and information supplied in the enclosed **Formats A to C, Annexures A to C** and **Schedule A to E** accompanying statements are true and correct.
3. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
4. We authorize TNTPO to approach individuals, employers, firms/clients and agencies to verify our competency and general reputation.
5. We also submit a detailed description of the latest methods adopted by us for performing the services considered to constitute pre-qualification as per tender documents.
6. We submit in Annexure – B the certificates in support of our suitability, technical know-how and capability based on the similar work handled by us successfully in the last five years.

Enclosures please refer checklist below:

Please state whether following enclosures has been enclosed or not.

Sl.No	Description of item	Enclosed	Not enclosed
1	Application including Letter of Transmittal and Formats A to C and Annexures A to C.		
2	PAN Number and Copies of I.T. clearance certificate.		
3	Certificate of Registration from any Government / Public Bodies.		
4	Copies of Audited Balance Sheet and P & L statement for the past three years.		
5	Copies of C.S.T/S.T clearance certificate for the past 3 years and registration certificates.		
6	Supporting certificates for technical and financial capability from relevant authorities.		
7	List of Board of Directors / Partners.		
8	Organization Chart with responsibilities.		
9	Details of facilities for performing the services.		
10	Details of tie-ups if any, technical, financial with reputed foreign organization.		
11	A detailed write-up on any latest method of approach specially devised by the applicant to perform the work to international level.		
12	EMD as called for in Tender		
13	GST registration No.		
14	Any other important information		

I / we hereby agree to abide by the decisions of TNTPO in all matters relating to this pre- qualification.

Place:

Date:

Signature of Applicant with seal

FORMAT – A

STRUCTURE AND ORGANISATION

1	Name of Applicant firm	
2.(a)	Registered Office Address	
	Telegraphic Address	
	Telephone Number	
	Telex Number / E-mail	
	Fax Number	
(b)	Office address through which this work will be handled and name of the officer in charge with telephone/ fax numbers/ e-mail id.	
(c)	Year of establishment and location of establishment	
3	Number of years experience as Contractor for supply of manpower for Security and Fire Fighting	
4	The applicant firm is: a. Proprietary Firm b. Firm in Partnership c. Limited Company or Corporation d. Group of companies e. Firm in joint venture/ tie up with a Foreign company	
5	Attach the Organisation Chart showing the structure of the organization including the names of the Directors and positions of officers	
6	Were you ever required to suspend work for a period of more than 3 months? If yes, give the name of work and reasons thereof.	
7	Have you ever left the work awarded to you incomplete? (if so, give name of work and reasons for not completing work)	
8	In how many of your works penalties were imposed for delays and the proportion of these works to the total no	

	of works handled in that year (please give details)	
9	In how many of your works cases of litigation have arisen out of how many of works handled in that year?	
10.	Income tax clearance certificate for Organisation / Firm.	
(a)		
(b)	Permanent Account number	
(c)	GST Number	
11.	Adequate and satisfactory evidence to take up the work as a Contractor for supply of manpower for Security and Fire Fighting reference to the requirements as mentioned in the tender notice. Enclose Annual report / Balance sheet and P & L statements for the past three years. Banker's overdrafts and credit facilities availed.	
(a)		
(b)	Particulars of registration etc. if registered with any Government, Semi-Government, Municipal or other organization, /ISO 9001 Certification (Give details including classification, license etc)	
(c)	Sales tax Registration no: TNGST/ CST	
(d)	GST of any other state	
12	Please give two references of firms (Engineers, Architects or top Officials of client Organisations) for whom you may have provided manpower for Security and Fire Fighting From whom TNTPO can verify directly about the ability, competence or capability of your organization. Preferably attach Certificates duly signed by the top Officials of the client organisations in their Letterhead.	
13	Do you have any tie-up with foreign Company? If yes, give nature of tie-up, since when and full details of the company with its name and address. Necessary proof to be attached.	

Place:

Date:

Signature of Applicant with seal

PERSONNEL

Give details of key Technical and Administrative Personnel (who could be assigned for this works) in the following proforma.

A. Details of the Board of Directors

- 1) Name of the Director
- 2) Organisation
- 3) Address

B. Key Technical and Administrative Personnel and Consultants:

- 1) Individual's Name
- 2) Qualification
- 3) Present position of office
- 4) Professional experience and details of Security and Fire Fighting works carried out
- 5) Years with the applicant
- 6) Language known
- 7) Additional information

C Details of Service Personnel to take care of various services.

Place:

Date:

Signature of Applicant with seal

FORMAT – C

REQUIREMENT OF SECTIONS I & II (ELIGIBILITY FOR PRE-QUALIFICATION)

1.	Do you enclose necessary documentary evidence for items 1 to 4 above ?	Yes / No
2.	Do you satisfy requirement of item 6 Details to be furnished.	Yes / No
3.	Do you satisfy requirement of item 7 Details to be furnished	Yes / No
4	Do you satisfy requirement of item 8 Details to be furnished	Yes/No
5	Do you satisfy requirement of item 9 Details to be furnished	Yes/No
6	Do you satisfy requirement of item 11 Details to be furnished	Yes/No

Place:

Date:

Signature of Applicant with seal

ANNEXURE – A

Details of facilities available with Security and Fire Fighting contractor for performance of services.

ANNEXURE – B

CERTIFICATES

Certificates in support of suitability, technical know-how and capability for having successfully completed the Security and Fire Fighting works during the last Seven years along with copy of work order, agreement clearly stating the scope and details of work.

ANNEXURE 'C'

TAMILNADU TRADE PROMOTION ORGANISATION

TENTATIVE MANPOWER CHART FOR SECURITY SERVICES:

REGULAR DAYS:

Name of the post	Exhibition area			Convention centre			Electrical Installation Area		
	A	B	C	A	B	C	A	B	C
Security Officer	Mostly General Shift; or any other duty time as prescribed by the Management from time to time.								
Fire Extinguishing Officer	Mostly General Shift; or any other duty time as prescribed by the Management from time to time.								
Assistant Security Officer	1	1	1						
Security guard	8	8	8	6	6	6	2	2	2
Traffic guard	2	2	-						
Fire Extinguishing Men	3	3	3	-	-	-	1	1	1

EXTRA MANPOWER CHART FOR SECURITY SERVICES DURING CONSTRUCTION & EXHIBITION / EVENT DAYS:

Name of the post	Exhibition area*			Convention centre**		
	A	B	C	A	B	C
Security guard	3	3	3	2	2	2
Traffic guards	8	8	-	4	4	-

A	06.00 Hrs to 14.00 Hrs	B	14.00 Hrs to 22.00 Hrs
C	22.00 Hrs to 06.00 Hrs	G	09.00 Hrs to 18.00 Hrs

* Security Guard for Exhibition Hall (Event days):

Hall I (or) II (or) III	=	1
Hall I & II (or) II & III (or) I & III	=	2
Hall I & II & III	=	3

** Security Guard for Convention Centre (Event days):

Hall A (or) Hall B	=	1
Hall A & B	=	2

* Traffic Guard for Exhibition Hall (Event days):

Hall I (or) II (or) III = 4

Hall I & II (or) II & III (or) I & III = 6

Hall I & II & III = 8

** Security Guard for Convention Centre (Event days):

Hall A (or) Hall B = 2

Hall A & B = 4

SCHEDULE – ‘A’
PRICE SCHEDULE

Name of work: “Supply of trained Manpower with the qualification as prescribed by TNTPO to carry out the day to day Security & Fire Fighting Services. The minimum daily wages for the various categories are given below as per the proceedings of District Collector of Kancheepuram.

The Contractor has to remit the following to the concerned authorities within seven days from the date of disbursement of salary to the outsourced personnel.

- 1) ESI of 4.75% borne by TNTPO.
- 2) EPF of 12% borne by TNTPO.
- 3) EDLI & Administrative charges of 1.16% borne by TNTPO.
- 4) EPF of 12% deducted from the salary of outsourced personnel.
- 5) GST of 18% borne by TNTPO.

The rates mentioned in column No.IV are based on the minimum rates fixed by the Collector, Kancheepuram for various categories of labourers. The tenderer should not quote less than the minimum wages fixed by the Collector, Kancheepuram. The tenderer is at liberty to quote rates that are over and above the minimum rates fixed by the Collector, Kancheepuram. If the rates quoted by the tenderers are same, then the tender will be finalized based on the rate per day per person and the percentage of service charge (Total amount arrived in Column IX)

(To be filled by the Tenderer)

Minimum Rate as per Collector of Kancheepuram				Rate to be quoted by the contractor on days basis Excluding ESI, EPF, EDLI and applicable GST.				
Sl. No.	Designation	Required Persons per day Rs.	Rate Per Day per person Rs.	Rate per day per person Rs.	Total rate per day (III x V)	Percentage of Service Charge	Amount of service charge in Rs.	(VI+VIII) Total
I	II	III	IV	V	VI	VII	VIII	IX
1	Security Officer	1	517					
2	Fire Extinguishing Officer	1	397					
3	Asst. Security officer	3	397					
4	Security & Traffic Guards	52	313					
5	Fire Extinguishing Men	12	313					

Note: ESI, EPF, EDLI and applicable GST will be paid by TNTPO as extra.

The Price Bid will be evaluated based on the rate quoted by the tenderer in Column IX

Signature of the tenderer with seal

SCHEDULE - 'B'

**STATEMENT OF SUPPLY ORDERS EXECUTED / ORDER
EXECUTION DURING THE PAST SEVEN YEARS AS ON THE
DATE OF TENDER OPENING**

(The Proof of Evidence shall be enclosed for each category)

Sl. No.	Name and Address of the Organisation	Designation of the manpower provided	Work Order No. & Date	Qty	Value of order in lakhs	Contract period

COMPANY SEAL :

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE - 'C'

SERVICE SUPPORT DETAILS FORM

Sl. No.	Nature of work executed	List of similar type of work executed in the past 7 years	Local Address, Telephone Nos. Fax Nos. and email address of the firm located at Chennai or adjoining areas	Value of minimum contract executed

Signature and Seal of the manufacturer / Tenderer

Place :

Date :

SCHEDULE – D

TENDER FORM

NOTE: Tenderers are required to fill up all the blank spaces in this tender form.

To

The Managing Director

Tamil Nadu Trade Promotion Organization

Chennai Trade Centre Complex

Mount Poonamallee Road

Nandambakkam

Chennai – 600 089

1. Having examined the instructions to Contractors, conditions of Contract, Specifications and Schedules appended to the tender and having satisfied ourselves of the site conditions for the “Supply of trained manpower for security & fire fighting services with amendments up to date in conformity with said conditions of contract, specifications etc at rates for items of work in the schedule of items of work and rate attached herewith we are willing to supply of manpower and the required materials for security & fire fighting services.

2. We further undertake, if our tender is accepted, to deposit as security deposit with TNTPO by means of Demand Draft/Banker’s Cheque drawn in favour of Tamilnadu Trade Promotion Organization payable at Chennai on any Scheduled Commercial Bank. to the extend of five percent of the tender price in the manner set forth in the Tender schedule within 15 days from the date of receipt of order from it.

3. And, we further undertake, if our tender is accepted to enter into and execute within 15 days, of our being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.

4. Unless and until a formal agreement is prepared and executed, this tender together with you written acceptance thereof, shall not constitute a binding contract between us.

5. We agree to abide by this tender for the period as mentioned in the tender document. We have deposited Earnest Money as per the instructions.

6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the Security Deposit in such form as mentioned in the instructions to tenderers or in the event of failure to execute

an agreement in the form aforesaid form within a reasonable time from the date of receipt of order to commence work on the tender being accepted, the Earnest Money Deposit shall be forfeited to the Tamil Nadu Trade Promotion Organization.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ in the capacity of _____ duly authorized to sign tender for and on behalf Of _____.

(IN BLOCK CAPITALS)

Signature

Witness

Address :

SCHEDULE - 'E'

TAMIL NADU TRADE PROMOTION ORGANIZATION

FORM OF AGREEMENT

This Agreement made thisday (Two thousand) between the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai – 600 089 on the one part AND

_____ (hereinafter called the “**CONTRACTOR**” which expression shall unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai – 600 089 is desirous of awarding contract for Supply of trained manpower for security & fire fighting services at Chennai Trade Centre Complex

WHEREAS THE contractor has offered to supply manpower for security & fire fighting services at Chennai Trade Centre Complex and whereas the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai – 600 089 has accepted the tender of the contractor and **WHEREAS** the contractor has furnished a sum of Rs..... (Rupeesonly) as Earnest Money Deposit at the time of tendering, which will be refunded on furnishing the Security Deposit.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and read and construed as part of this agreement viz.
 - a. Instructions to Tenderers – General Rules
 - b. Technical and Commercial Specifications
 - c. Work order
3. The contractor hereby covenants with the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai– 600 089 to supply manpower for security & fire fighting services at Chennai Trade Centre Complex in conformity with respect to the provisions of the agreement.

IN WITNESS WHEREOF THE parties hereinto have set their hands and seals the day and year first written.

The common seal of the TNTPO
And }
}

The Managing Director thereof has
set his Hand in the presence of }
}

Signed and sealed by the Contractor
in the presence of }
}

CONTRACTOR

**THE MANAGING DIRECTOR
On behalf of Tamil Nadu Trade
Promotion Organization
Chennai Trade Centre Complex
Mount Poonamallee Road
Nandambakkam,
Chennai – 600 089.**