



Central Cottage Industries Corporation of India Ltd.

(A Govt. of India Undertaking)

Jawahar Vyapar Bhawan

Janpath

New Delhi - 110 001

Tender for

Engagement of Security Agency for providing security services

to

**Central Cottage Industries Corporation of India Ltd.
showrooms / offices in Bangalore)**

1. DEFINITIONS

CCIC shall mean Central Cottage Industries Corporation of India Limited.

Bidder shall mean the firm who participates in the tender and submits its Bid.

Bid/ Proposal shall mean the Bid submitted by the Bidders in response to this tender.

Bid Validity Period shall mean a period of not less than **180 days** from the last date for submission of the Bid Proposal.

Services shall mean providing security services to CCIC showrooms / offices in Bangalore.

Successful Bidder The Bidder who interalia meets the following requirements

- (a) meets the Technical and Financial criteria;
- (b) whose Bid Proposal are acceptable to the evaluation committee of CCIC and
- (c) adheres / consents to adhere to all other conditions laid by CCIC.

2. BRIEF ABOUT CCIC

Central Cottage Industries Corporation of India Limited (CCIC) is Government of India Undertaking under Ministry of Textiles. CCIC operates retail showrooms in the name and style of Central Cottage Industries Emporium in New Delhi, Mumbai, Kolkata, Bengaluru, and Chennai. CCIC also has showrooms on franchise basis in Patna, Bodh Gaya and Rajgir. The first overseas showroom on franchisee basis was opened in Copenhagen, Denmark in April, 2009.

CCIC retails high quality handicrafts and handlooms products from all over the country. The handlooms includes, Sarees, shawls, ready-to-wear for men, women, children, accessories, Home furnishing such as table Linen and Bed Spreads, material for dresses and other made ups. Handicrafts products include brassware, marble ware, art objects, lamps, furniture and wooden ware, carpets, pottery and terracotta items.

CCIC showrooms are visited by VVIPs, art lovers, delegates, dignitaries, NRIs and foreign tourists. Many Heads of states and Spouses have visited Central Cottage Industries Emporium during the last few years. A visit to CCIC invariably finds a place in the itinerary of a foreign tourist as this provides an opportunity to witness the rich heritage, tradition and culture of India.

CCIC sources its merchandise directly from artisans, weavers, potters, sculptors and craftsperson's. It has a large base of artisans and craftsmen from all over the country. Many of the suppliers are National Awardees, State Awardees and Shilpgurus. This provides a marketing platform for craftsperson's of India to market their production for their sustained development.

By virtue of its long experience in handicrafts business spanning over 58 years, CCIC has a brand name and goodwill for quality.

CCIC intends to engage a Security Agency for providing security services to its showrooms / offices in Bangalore.

3. BID SCHEDULE & VENUE

S.No.	Activity	Scheduled Date & Time
1.	Date of commencement of Bid Document	30.09.2011
2.	Pre-Bid Conference	7.10.2011
3.	Last Date to obtain Bid Document	Can be downloaded from the website of CCIC from 30.09.2011 onwards.
4.	Submission of Technical & Financial Bid	Bids should be dropped in tender box for the same purpose, upto 21.10.2011 till 3:00 PM.
5.	Location of Tender Box	Reception. of Central Cottage Industries Corporation of India Ltd., 144,M.G.Road, Bangalore -560001.
6.	Venue of Opening of Technical Bid	AGM's Office Central Cottage Industries Corporation Of India Ltd., 144, M.G.Road, Bangalore-1
7.	Date & time of Opening of technical Bid	At 3:30 PM on 21.10.2011.

4. THE TENDER

CCIC invites tenders for engagement of a Security Agency for providing Security Services to showrooms / offices of Central Cottage Industries Corporation of India Ltd. in Bangalore subject to terms and conditions given hereunder:

4.1 SUBMISSION OF BID

The Bidding Process shall be in two parts, viz.

Part- I : Technical Bid Part- II:

Financial Bid

The tenders are required to be submitted in two sealed envelopes duly marked A&B separately i.e. Envelope (A) will contain Tender application Form alongwith document of eligibility criteria and earnest money and other supporting documents, superscribing the same as "**Technical Bid for engagement of a Security Agency** to provide security services to CCIC to showrooms / offices of CCIC in Bangalore. Envelope (B) will contain the rates offered by the Tenderes in the prescribed proforma alongwith **each page of terms and conditions duly signed** superscribing the same as "**Financial Bid for engagement of a Security Agency** to provide security services to CCIC –showrooms / offices in Bangalore ."

The envelope 'B' will be opened only if the tenderer fulfills the eligibility criteria as contained in envelope 'A'. The envelopes containing the Technical Proposals, Financial Proposals, EMD & cost of Tender form (if downloaded from CCIC's website) shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening of Technical Bid]" and superscribing the same as "**Bid for engagement of a Security Agency** to provide security services to CCIC showrooms / offices in Bangalore". CCIC shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

The bidder should take care in submitting the bid properly filed so that enclosed papers are not found loose and fall apart at the time of opening of the tender or later. The bid document should be properly numbered and signed on each page by the authorised signatory of the company under company seal and submitted in a file in proper manner so that paper do not bulge out and tear during scrutiny.

4.2 Parts of Technical Bid

ANNEXURE - I contains instructions for the bidders.

ANNEXURE - II is the format for Technical Bid

ANNEXURE - III is the format for Mandate for payment through NEFT/ RTGS.

ANNEXURE-IV - Declaration by bidder.

ANNEXURE-V - Covering letter for submission of proposal by Security Agencies

ANNEXURE - VI - Detailed terms & conditions - To be submitted along with Technical Bid

PROFORMA 'A' Formal agreement

4.3 Part of Financial Bid

ANNEXURE - VII is the format for Financial Bid.

ANNEXURE-VIII Covering letter for submission of Financial Bid

Bids with all the relative annexure as above should be dropped in tender box kept at Reception 144, M.G. Road, Bangalore - 560 001 by the date of Submission of Bid as per Bid Schedule/Venue on Page No 3.

To ensure uniformity at the time of evaluation and finalization of offers the bidder shall **strictly follow the format & procedure** indicated in the Annexure.

Earnest Money Deposit

- 4.4** **Technical Bid must be accompanied by a Pay order/demand Draft of Rs 20,000/- (Rupees Twenty Thousand only) favouring "CCIC OF INDIA LTD." towards EMD payable at Bangalore. Technical bids not accompanied with the above Pay order/Demand Drafts are liable to be rejected. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. No interest shall be paid on the EMD. If any of the selected bidders, refuses/ or is unable to execute the order, his EMD will be forfeited.**

The EMD deposited by the successful bidder shall be adjusted towards Security Deposit to the extent of 5% value of monthly bill. The successful bidder will make payment equivalent to the difference amount to CCIC to bring the Security Deposit to the level of 5% of Bid value.

- 4.5 EXAMINATION OF TECHNICAL BIDS : The Technical bids will be examined by the Technical Committee of CCIC which may call for clarifications/ additional information from the bidders which must be furnished to the Technical Committee in the time stipulated by the Technical Committee.
- 4.6 VALIDITY OF TENDER : Financial Bid of the bidders short-listed by the Technical Committee will only be opened. The rate quoted in Financial Bid should be inclusive of all taxes, duties, etc. The quote should be firm and valid for six months from the date of Tender Closing Date i.e.21.10.2011. No price escalation on any ground whatsoever will be entertained during the period of validity of the rates.
- 4.7 The tender shall be awarded to the lowest Financial Bidder selected through the evaluation of Technical Bid process.

Yours Faithfully

S. MUKHERJEE
Addl.General Manager

Annexure-I

5. INSTRUCTIONS TO THE BIDDER

5.1 GENERAL TERMS & CONDITIONS OF THE TENDER

- 5.1.1 Sealed tenders (superscribing Bid for Providing Security Services) are invited from bonafide Security Agencies at the Offices of Central Cottage Industries Corporation of India Ltd. at 144, M.G. Road, Bangalore - 560 001.
- 5.1.2 The response to the present tender will be submitted in two stage bidding process. The technical details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document should be submitted. If short-listed, the Financial Bid of the bidder will be opened.
- 5.1.3 Tender should strictly conform to the specifications. Tenders not conforming to the specifications will be rejected summarily.
- 5.1.4 Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.
- 5.1.5 The original proposal, both technical and financial proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections.
- 5.1.6 An authorized representative of the security agency shall initial all pages of the original Technical and Financial proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial proposals shall be marked "ORIGINAL".
- 5.1.7 Any bid proposal received by CCIC after the deadline for submission shall be returned unopened.
- 5.1.8 CCIC reserves the right to accept / reject any or all quotations without assigning any reasons therefore.
- 5.1.9 Any new set of terms and conditions from the bidders is not acceptable to CCIC.
- 5.1.10 CCIC reserves the right to stop the tender process at any stage and go in for fresh tendering without assigning any reasons.
- 5.1.11 The bidder(s) who do not qualify in the technical bid will not be considered for financial bidding.
- 5.1.12 No binding legal relationship will exist between any of the Respondents and CCIC until execution of a contractual agreement / Issuance of Work Order. Bids must remain valid and open for evaluation according to their terms for a period of at least six (6) months from the time of submission of Bids.

- 5.1.13 CCIC may, in its absolute discretion, seek additional information or material from any Respondents after the Bids closes and all such information and material provided must be taken to form part of that Respondent's response.
- 5.1.14 Respondents should provide details of their Fax, email and full address(s) to ensure that replies to Bids could be conveyed promptly.
- 5.1.15 The Security Agencies shall possess the police verification certificates of its security guards and must attach the copies of verification certificates from Police Department.
- 5.1.16 The Security Agencies shall also attach list of its clients, performance certificates including Government bodies & PSUs.
- 5.1.17 Any sister concern of the applicant is not permitted to apply against the same tender. Sister concern means a company, partnership firm or proprietorship firm having one or more common persons as Directors/partners/owners in the applicant firm.
- 5.1.18 If CCIC, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then CCIC reserves the right to communicate such response to all Respondents.
- 5.1.19 CCIC may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the bid closes to improve or clarify any response.
- 5.1.20 Any form of canvassing / lobbying / influence / query regarding short listing, status, etc will be a disqualification.
- 5.1.21 The Proprietor/authorised representative of Security Agencies will be required to give a declaration in the enclosed proforma (Annexure IV).

521 NAME OF WORK: "to provide security services to CCIC showrooms / offices in Bangalore ."

- 5.2.2 Please read the terms & conditions governing the tender carefully.
- 5.2.3 Please fill in the relevant information in the blanks provided.
- 5.2.4 Please sign in full by the Authorised Signatory(ies) with Company Seal in all the relevant Annexure and return the complete set in sealed cover.
- 5.2.5 Sealed Envelop of Bids should be dropped in Tender Box kept in 144, M.G. Road, Bangalore - 560 001. No advance copy of bid through Email/Fax or in any other form should be disclosed to any of the employee of CCIC/ bidder.
- 5.2.6 No consideration will be given to bids received after the time stipulated above and no extension of time will be permitted for submission of quotation.
- 5.2.7 The bidder will submit his Bids after carefully examining the document/conditions and the items covered under the tender.
- 5.2.8 Bids not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.
- 5.2.9 All prices quoted in financial bid should be inclusive of all taxes, duties, levies etc CCIC will not issue certificates of any kind pertaining to tax exemptions. The rate of taxes & duties included needs to be mentioned in Financial Bid.
- 5.2.10 During the validity period of tender quotes, any upward change in the duty or tax are to be borne by the bidder. In the event of any downward revision of levies/duties etc., the same should be passed on to CCIC, notwithstanding what has been stated in the quotation or in the Letter of Intent.
- 5.2.11 Canvassing in connection with tender process is strictly prohibited and bids submitted by bidders who resort to canvassing are liable to be rejected.

6. CONDITIONS GOVERNING THE TENDER:

Signature: The authorised person(s) should sign the Tender Document and related Annexure only. A copy of the letter issued by competent authority authorising the person(s) to sign on behalf of the company should be enclosed.

7. SCOPE OF WORK

To provide security services to CCIC showrooms / offices in Bangalore.

8. MINIMUM ELIGIBILITY CRITERIA

The Bidder must satisfy the following minimum criteria.

8.1 The Security Agencies shall have at least experience of Four Years in this field and should have annual turnover of minimum **Rs.25.00 lakh** (Rupees Twenty Five Lakh) as receipts during the preceding three years (i.e. 2007-2008, 2008-2009 & 2009-2010). An audited copy of Balance Sheet, Profit & Loss account and Audit report if any, attested by a Chartered Accountant, be submitted as supporting documents.

8.2 The Security Agencies shall have at least 150 number of Security Guards in the Agency. The Security Agency shall give full details of man power strength, organizational structure, composition of Directors, Partners. The Security Agency will attach the proof of employment of its 150 security guards. The Security Agency shall also provide relevant information regarding its training facilities given to its security guards.

8.3 The Security Agencies blacklisted and/or debarred on the basis of FIR lodged against him or any other fault connected with Security services are not eligible. Bidder has to give a declaration as per Annexure-IV.

8.4 The Security Agencies should be registered with Provident Fund, ESI, and valid holder of Licenses obtained under various statues. In support, copies of Registration Certificates with the Government Departments are required.

9. BIDDER NOT TO MAKE ALTERATION IN TENDER DOCUMENT:

No alterations, which are made, by the bidder in the specifications accompanying this notice shall be recognised, and if any such alterations are made, the quotation shall be invalid. Any quotation, which purports to alter, vary or omit any of the conditions herein, is liable to be rejected.

10. BIDDER TO GATHER ALL INFORMATION

10.1 Bidder to gather all information for the purpose of submission of bids. He will also bear cost for submitting the bid.

10.2 The bidder must obtain for himself on his own responsibility and at his own expenses all the information necessary including risks, contingencies and other circumstances to enable him to prepare a proper quotation and to enter into a contract with CCIC.

10.3 The bidder should also bear all the expenses in connection with the preparation and submission of his quotation.

10.4 The bidder whose quotation is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted.

11. RATES SHOULD BE COMPLETE IN ALL RESPECTS.
 - 11.1 The rates must be complete in itself, properly worked out to cover all the bidder's obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover the bidder's costs, overheads and profits etc. The same shall not be allowed to be reworked.
 - 11.2 The Security Agencies are required to quote their rates in terms of Rs. Per security guards with break up i.e. ESI, PF, DA, Service Tax etc.
 - 11.3 The participating tenderers shall quote their rates on a firm and fixed basis. Conditional or incomplete tenders are likely to be summarily rejected.

12. VALIDITY PERIOD OF BID

The bid should be firm for a minimum period of six months from the date of submission of bids.

13. Rights of CCIC:
 - 13.1 CCIC does not bind itself to accept the lowest quote and reserves the right to reject any or all the quotes received, without assigning any reason therefor.
 - 13.2 While placing the award of contract, CCIC further reserves its right to delete or reduce any item without assigning any reason therefor.

14. PAYMENT TERMS:

Payment will be made by the Corporation to the Security Agency on monthly basis and normally within 15 days on receipt of the bill(s) provided the Security Agency has complied with all the terms and conditions of the contract. The payment for a particular month will be made in full only after verifying the attendance of the security guards at its offices.

15. SUBCONTRACTING NOT ALLOWED WITHOUT PERMISSION OF CCIC

The bidder shall not, without the prior written consent of CCIC sub-contract or permit anyone other than the bidder's own personnel to perform any of the work, services or other performance required of the bidder.

16. DETAILED TERMS & CONDITIONS

Detailed terms & conditions are given in Annexure-VI. The bidders are required to submit the same, duly signed, along with the Technical Bid.

17. FORMAL AGREEMENT

After the award of Contract, the bidder will be required to enter into an agreement with CCIC within ten days as per proforma "A" containing terms and conditions governing the contract.

Annexure-II

Format for Technical Bid

To,

Central Cottage Industries Corporation of India Ltd.
144, M.G. Road,
Bangalore - 560 001.

Description of the works : Engagement of Security Agency by CCIC showrooms / offices in Bangalore.

1.	Name of The Bidder (Company Name)	
2.	Address of Corporate Office	
3.	Address of Dealing Branch Office	
4.	Telephone No	
5.	Fax No.	
6.	Contact Person for the Project With Telephone No, Email	
7.	Details of work experience with proof a) with Govt. bodies/PSUs b) with any other company	
8.	Type of Business	

9.	<p>Details of sister concerns</p> <p>(i) Name and Address</p> <p>(ii) Activities engaged in by sister concerns</p> <p>(iii) Name, address and telephone numbers of proprietors/Directors/Partners of Sister concerns</p>	
10.	<p>Constitution of the Firm Whether proprietor or Partnership or Co. op. society or Company (enclose copy of partnership deed/registration of society/Memorandum and Articles of Association, duly attested)</p> <p>Whether registered or not, in case registered, Registration No. and date/place of Registration or incorporation.</p> <p>Whether registered with DGR</p>	<p>If Yes, Registration No.</p>
11.	<p>PF No.</p> <p>ESI No.</p> <p>PAN No.</p> <p>Service tax no.</p>	
12.	<p>Details of proprietor or partners or Directors i.e. their names, address, telephone numbers, CV (Attested copies of registered partnership Deed, Form A&B to be enclosed)</p>	<p>Please enclose separate annexures</p>
13.	<p>Does your company have an existing relationship with CCIC? Describe the nature and extent of this relationship.</p> <p>OR</p> <p>If worked with CCIC earlier, give details of the period for which worked and under what name & style</p>	
14.	<p>Financial status</p> <p>Whether Income Tax Assesse or not</p>	

15.	Turnover (enclose a copy each of audited balance sheet, Profit & Loss A/c. as well as Attested copies of Assessment orders>Returns filed with Income Tax Deptt. For the last 3 years)	
	Year 2009-10	
	Year 2008-09	
	Year 2007-08	
16.	i) Details of bankers, addresses, telephone numbers and Bank A/c Number	
	ii) Details of credit limits, if any	
17.	Details of Immovable property owned by the firm/proprietor/director/partners (attach extra sheets, if required)	
18.	Whether any criminal case or FIR filed against any partner or proprietor or director or convicted by any Court of Law or any other Act pending in any other Court of Law if so, give details.	
19.	The amount of earnest money deposited with Demand Draft/Pay Order No, date and the Nationalized Bank on which drawn.(Cheque will not be accepted)	

Signature of Authorized Signatory: _____

Name and Title Of Authorized

Signatory: _____

Name of Firm/Company: _____

18. CONTACT DETAILS OF THE EXISTING CLIENTS OF THE BIDDER

Sl. No.	Contact Details of the existing clients of the Bidder	Running live since date

19. CONTACT DETAILS OF THE BIDDER

Name of the company	
Company's address in India	
Contact Person	
Telephone no.	
Fax	
E-mail address	

20. Mandatory Information for Payment through NEFT/RTGS

1.	Name of the Supplier/ Company/ Firm Name	
2.	Address of the Supplier	
3.	City	
4.	State	
5.	Land line no. with std code	
6.	Fax No. with std code	
7.	Mobile no.	
8.	E-mail Address	
9.	PAN no. (Mandatory)	
10.	Service Tax Registration No. With Date	
11.	Core banking account no. (for NEFT / RTGS transfer)	
12.	Name of the account holder	
13.	IFSC code of bank branch (for NEFT/RTGS transfer)	

14.	Bank name	
15.	Branch name	
16.	Branch telephone with STD code	
17.	Branch address	
18.	MICR code of bank branch	

1. **COPY OF CANCELLED CHEQUE** of above mentioned account and **COPY OF PAN CARD** is enclosed.
2. I hereby declare that particulars given above are correct and complete, if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the CCIC OF INDIA LTD. responsible, I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.
3. I / We also undertake that I /We shall inform any changes in my / our bank account particulars in future to CCIC, failing which payment shall continue to be made as details submitted to CCIC by me/us, for which CCIC shall not be held responsible.
4. Certified that the particulars furnished above are correct as per my knowledge.

Date: _____

(Signature of the Proprietor / Partner /
Director)

Declaration:

1. The particulars furnished in the above tender form are true to the best of my / our knowledge and belief and no material fact has been concealed therein.
2. I/We undertake to execute the contract in the event of its being awarded by the CCIC of India Ltd., and in the event of my / our failure to do so the Corporation shall be entitled to forfeit the earnest money deposited by me / us and the Corporation shall be free to assign the contract to any other Security Agency at my / our risk and cost.
3. I/We carefully have gone through the attached terms and conditions and I/We undertake to abide by the same and execute necessary agreement containing attached terms and conditions or any additional terms & conditions which the CCIC may like to add with mutual consent.
4. I/We hereby declare that I/We am/are proprietors/ partners/Director in other firm, viz. M/s. _____ and these sister concerns have not applied against the same advertisement.
5. I / We hereby declare that no criminal case is pending in any court of India against the Firm / Company or its Partner / Director for any criminal act alleged to be committed in the course of providing the security services by the Firm / Company to any of its Client.
6. The following documents / annexures duly filled in are enclosed :
 - a)
 - b)
 - c)
 - d)

Dated _____

Signature of the applicant

Name _____

(in full) & Status in the firm (Seal)

Covering letter for submission of proposal

Location_____

Date_____

To:

Additional General Manager
Central Cottage Industries Corporation of India Ltd.
144, M.G.Road,
Bangalore - 560 001.

Dear Sirs:

We, the undersigned, offer to provide security services in accordance with your request dated_____ I. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

H.O.
CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
JAWAHAR VYAPAR BHAWAN, TOLSTOY MARG,
JANPATH, NEW DELHI-110001.

BRANCH:
CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
144, M.G.ROAD, BANGALORE - 560 001.

TERMS & CONDITIONS

1. The contractor shall provide security guards approximately 45 in numbers at the showrooms / offices of Central Cottage Industries Corporation of India Ltd in Bangalore for providing security.
2. The number of security guards required by the CCIC is approximately 45. These security guards will be required to render their services at the showrooms / offices of CCIC at Bangalore. The Corporation shall intimate the actual number of security guards to be employed at several offices of CCIC in Bangalore on weekly/monthly basis.
3. The Corporation shall have the exclusive right to appoint one or more security agency for providing security at its offices in Bangalore and to divide the work between such Security Agencies in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.
4. The agreed rate(s) by the Security Agency shall be valid during the period of the contract and also during the extended period, if any.
5. No escalation on any account of increase in labour or incidental charges shall be permissible by the Corporation to the Security Agencies during the period the contract remain in force.
6. The contract shall remain in force for a period of two year from the date of award and the said period may be extended upto three months or till the new contract is finalized, on the same terms & conditions at the sole discretion of the Corporation and subsequently up to one year with the mutual consent of the parties in writing.

Payment will be made by the Corporation to the Security Agency on monthly basis and normally within 15 days on receipt of the bill(s) provided the Security Agency has complied with all the terms and conditions of the contract. The payment for a particular month will be made in full only after verifying the attendance of the security guards at its offices.
7. Income tax shall be deducted at source from the payment made to the Security Agency from time to time, in accordance with the Income Tax Act/Rules as applicable.
8. The Security Agency shall provide the security guards at its various offices in Bangalore as per the requirement of the Corporation and ensure that the security guards will render its services with all efficiency, diligence, honesty and as per
- 9.

instruction given by CCIC in this behalf. However, in special cases the contractor may be required to arrange more number of security guards at short notice and he shall be bound to comply with such requisitions, for which the Security Agency will be paid as per quotation given.

10. All the Security Guards shall be in proper clean uniform as prescribed by the Security Agency.
11. The Security Guards provided by the Security Agency shall be in Height of 5'6" or above and shall be in good health, athlete carrying baton. Any Security Guards found in possession of Liquor or found to have consumed alcohol or any intoxicated substance shall have the effect of terminating the contract.
12. The Security Agency shall ensure that all the security guards deployed by it shall be adequately educated & are well versed with the general rule of discipline of the CCIC. The Security Agency shall also ensure that the security guards deployed by it are not convicted by any court of law for any offence/s.
13. The Security agency shall ensure that the security guards deployed by it are aware with the locality of Bangalore. The Security Agency shall ensure that there will be only prescribed number of Security Guards at the prescribed office. It is the responsibility of the Security Agency that its security guards have reached the offices of CCIC on time. CCIC shall not pay any travel allowance to the security guards for reaching the offices of CCIC.
14. The Security Agency shall be responsible for the safety of the premises, offices, showrooms, godowns etc of CCIC & its employees. The security guards of the Security Agency shall also carry licensed weapons if asked by CCIC.
15. The Security Agency will ensure that a complaint book is maintained by the security agency at the offices of CCIC. The complaint book(s) shall be regularly made available to the concerned authorised representative of the Corporation for going through and attending to the complaints/suggestions given. The contractor shall ensure that all suggestions/ complaints are attended to and rectified promptly.
16. Under no circumstances shall the number of security guards be reduce to the prescribed number of security guards at the prescribed offices of CCIC.
17. The Corporation shall have the right to terminate the agreement and forfeit the Security Deposit after giving a notice, if it is found that the security guards of the security Agency are found involved in any anti social, illegal activities during the course of the agreement.
18. None of the parties shall be liable or responsible for failure to perform or delay in performance of their respective obligations thereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the contractor to the Corporation within a period of thirty (30) days of such occurrence. The Managing

Director/Chairperson of the Corporation shall be empowered to decide on the basis of facts and circumstances as to whether the doctrine of Force Majeure is applicable.

19. To the extent that the event is not within the reasonable control of the contractor whose performance under this Contract is affected thereby, for the purposes of this Contract, Force Majeure may mean and include any of the following events or circumstances : fire, epidemic, act of God, hostilities, armed conflicts, civil disturbances, acts of the public enemy or belligerents, riots, earthquake, government laws, orders and/or rule and regulations.
20. The Security Agency shall be solely and exclusively responsible for any loss incurred by the Corporation on account of any disputes between the Security Agency and its Security Guards and shall be exclusively responsible for such personnel under any/statutory enactments under the laws applicable of them.
21. The Security Agency shall be fully and absolutely responsible for the payment of all central, state and local taxes and contributions, including penalties and interest, imposed pursuant to income tax, workmen's compensation or any other similar statute, to the Security Guards and/or personnel engaged and/or deputed by the Security Agency pursuant to this contract and the Security Agency shall be solely responsible for any liability to third parties resulting from the negligent or intentional acts or omissions of the Security Agency, its security Guards, employees arising from or occurring in the course of this contract and shall indemnify and keep indemnified the Corporation and its officers in this regard.
22. The Contractor shall normally render his service during whole day and night at the offices, showrooms, etc. of CCIC but the working hours may be extended by the Corporation during exigencies and in public interest.
23. In case of any misappropriation, loss or damage to the property of CCIC, the Security Agency shall be liable for action under the Act applicable.
24. The Security Agency shall issue identity cards, to its Security Guards, representatives etc. at his own cost.
25. On selection of a Security Agency, the EMD of Rs.20,000/- shall stand automatically adjusted into Security Deposit of Rs.20,000/-. The Security Agency shall be required to make the payment equivalent to the difference amount to CCIC to bring the security deposit to the level of 5% of bid value in the form of FDR / DD in favour of the Corporation from a Nationalised Bank, after the award of the contract within stipulated period mentioned in the award letter. The security in form of FDR/DD shall be valid for two year.

In case of extension of contact period, the security deposit shall also be required to be extended for the extended contract period.
26. The Corporation shall not be liable for payment of any interest on the Security Deposit for the time it is held by the Corporation. Neither any interest shall be

payable in case of delay in release of security deposit on account of claim raised or any disputes regarding any amount due from the Security Agency by Corporation or any other party.

27. The Security Deposit will be refunded to the Security Agency on due and satisfactory performance of the services subject to such deductions from the security as may be necessary for making up of the Corporation's claims against the contractor.
28. In the event of security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the remaining balance due within a specified period prescribed by the Corporation.
29. In the event of any breach of the terms and conditions of the Agreement, the Corporation shall be empowered to forfeit the security deposit in part or full besides any other penal actions which may be warranted. The managing Director/Chairperson reserves the right to waive the penalties/damages in part or full if the breach is involuntary due to act of God and other exigencies at their sole discretion.
30. The Security Agency shall carry out all services assigned or entrusted to him during the course of business by Managing Director or Chairperson or an officer acting on their behalf and shall abide by all instructions issued to him from time to time by the said officer(s). He shall render the services to the satisfaction of the Managing Director or Chairperson or an officer acting on their behalf together with such ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and which are not inconsistent with the terms and conditions of the agreement. The contractor shall always be bound to act with reasonable diligence and in a business like manner.
31. In the case of partnership firms, the Contractor shall submit to the Corporation a copy of its Partnership Deed duly attested alongwith a copy of Form A and Form B of the Registrar of Firms. In case of a company, the company shall submit a copy of its Memorandum and Articles of Association.
32. The Security Agency shall not make any change in the constitution of the company/firm in any manner, during the currency of the contract, without seeking prior approval of the Corporation. The contractor shall notify to the Corporation the death/resignation of any of the Directors / partner(s) immediately on the occurrence of such an event. On receipt of such notice, In case of a partnership firm, the Corporation shall have the right to terminate the contract or to enter into contract with the surviving partner(s) legally authorised to do so at the discretion of the Corporation on the same terms and conditions.

33. In the event of the Security Agency having been adjudged insolvent or going into liquidation or winding up of his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Chairperson shall be at liberty to terminate the contract forthwith without prejudice or any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the Security Agency and to claim from the Security Agency any resultant loss sustained or costs incurred.
34. The Security Agency shall not sub-award, transfer or assign the contract or any part thereof in any manner without the previous written approval of the Corporation. In the event of the Security Agency contravening this condition the Corporation shall be entitled to entrust the work to anyone else at the risk and cost of the Security Agency.
35. All Security Guards/ personal employed by the Security Agency shall be engaged by him as his own servants in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act, Employees Provident Fund Act or Contract Act or Bonus Act or any other similar enactment in respect of all such personnel shall be that of the contractor. The Security Agency shall be bound to indemnify and shall keep indemnified the Corporation against all claims whatsoever in respect of the said personnel and Workmen's Compensation Act or any statutory modification thereof or otherwise or in respect of damage or compensation payable in consequence of any accident or injury sustained by any workmen or other persons whether in employment of the Security Agency or not. In case the Corporation is held responsible for making any kind of payment to the employees of Security Agency under any statutory provision, the said amount shall be deducted from the bills of the Security Agency or recovered from the amount of security deposit or in any other manner.
36. The Security Agency shall engage competent and adequate Security guards and trained personnel to the satisfaction of the Managing Director or Chairperson or an officer acting on their behalf for ensuring rendering efficient service . The Security Agency shall be responsible for the good conduct of his employees security guards and shall compensate the Corporation for losses arising from neglect, carelessness, want of skill or misconduct by him or his servants or representatives.
37. The wages/overtime to the guards/staff engage by the contractor shall be borne by the contractor. The guards/staff through whom the work undertaken by the Security Agency in the agreement is performed shall exclusively be the employees of the contractor and shall not in any event deemed to be in the employment of the Corporation.
38. All the liabilities, responsibilities, direct or indirect, in respect of said security guards/staff arising under law in force shall be that of the Security Agency and the Corporation shall not be responsible for it in any manner whatsoever.

39. It shall be the sole responsibility of the Security Agency to arrange security guards for implementation of this agreement. The Corporation shall not, in any manner, be responsible to sort out any labour problems during the period of this agreement. The Corporation shall have the right to terminate this agreement and forfeit the security deposit, without notice, in case the Security Agency is unable to implement the agreement on account of any labour problems; and shall get the work executed, in part or full, at the risk and cost of the contractor.
40. The Corporation shall review the arrangements based upon the performance of the Security Agency in all respects from time to time.
41. The Corporation reserves the right to terminate the contract at any time and for any reason, whatsoever but not limited to breach of any of the terms and conditions of the contract by the Security Agency, without assigning any reasons thereof after giving one week's notice in writing.

A party shall be deemed to have been served with a notice in writing as envisaged in this contract, in case the same is sent by registered post/speed Post / courier or facsimile transmission at the address given in this contract.

42. Any dispute or differences whatsoever between any of the parties hereto, which may at any time hereafter arise during the continuance or termination of this arrangement/contract touching and/or concerning this arrangement/contract, its construction or effect, the rights, duties or obligations of the parties hereto or any other matter in any way connected with or arising out of this arrangement shall be referred to the arbitration of two arbitrators, one to be appointed by each party and an umpire to be appointed by the said arbitrators. It will be no objection that the person so appointed is or was in the employment of the Corporation had during the course of his duties expressed views on all or any of the matter in difference or dispute. The arbitration proceeding shall be held in accordance with and subject to provisions of the Arbitration and conciliation Act, 1996 or any statutory modification/substitution or enactment thereof for the time being in force. The place of arbitration shall be Bangalore. The English Language shall be the language of arbitration and used throughout the arbitration proceedings. Neither party may object to the selection of the other party's counsel.

Courts of Delhi alone shall have the jurisdiction in respect of the disputes relating to the present contract.

43. The successful tenderer shall execute an agreement with the Corporation containing all these terms and conditions and other conditions which the Corporation may like to incorporate with mutual consent of parties.
44. The managing Director/Chairperson of this Corporation reserves the right to relax any of the provisions contained herein above.

XXXXXXXX

ANNEXURE-VII

FORMAT FOR FINANCIAL BID

(TO BE PLACED IN ENVELOPB)

CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA UNDERTAKING)
144, M.G. ROAD,
BANGALORE - 560 001.

DESCRIPTION OF WORK

Rates of Security Guards & casual workers with break up as under along with certification that the rates are as per Minimum Wages Act. (Quotation not sent in accordance with Minimum Wages Act, will not be considered.)		
Description	Security Guards	Casual Workers (Unskilled)
Basic including VDA		
PF		
ESI		
Bonus		
Weekly off charges (for security guards only)		
Service Charges		
Any other besides above		
Taxes (specify rate and nature)		

Dated _____

Signature of the bidder

Name _____
(in full) & status in the firm

(Please see instructions for the bidders).

Covering letter for submission of Financial Bid

Location _____

Date: _____

To

Additional General Manager

Central Cottage Industries Corporation of India Ltd.

144, M.G. Road

Bangalore - 560 001.

Dear Sirs:

We, the undersigned, offer to provide security services in accordance with your request dt. _____. Our attached Financial Proposal is for the sum of _____ (in words and figures]. This amount is inclusive of the _____ taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

AGREEMENT

This agreement is made at Delhi on the _____ day of _____ 2011

BETWEEN

M/s. Central Cottage Industries Corporation of India Ltd., a company registered under the Companies Act, 1956 having its registered office at Bangalore - 560001 acting through its Additional General Manager (hereinafter referred to as "CCIC").

AND

M/s -----a company incorporated under the provisions of Companies Act, 1956 having its office at -----acting through its _____
_____ authorized by Board Resolution number _____ dated
_____ (hereinafter referred to as "Service Provider").

1. WHEREAS:

- a) CCIC is running a prestigious showroom at Jawahar Vyapar Bhawan, Janpath, New Delhi and offices at, Bangalore (hereinafter referred to as premises).
CCIC is desirous of availing of the services of a security agency for the
- b) purpose of efficient security services at several offices of CCIC situated in Bangalore 560 001.
The service provider has represented that it has due expertise and means to
- c) render the security services to CCIC.

Representations and Warranties

- 1. **The Service Provider** represents that it has never been blacklisted or debarred
- 1.1 by the Authorities under any laws or regulations of the Government of India or any state government and also that no criminal case is pending against it before any court and a declaration to this effect on a non-judicial stamp paper of Rs. 100/- is annexed as Annexure "I" to this Agreement.

- 12 **The Service Provider** undertakes to keep CCIC and / or its officers, employees etc. indemnified and harmless in all respects in respect of transactions arising out of the execution of this Agreement and an indemnity bond to this effect on a non-judicial stamp paper of Rs.100/- is annexed as Annexure "II" to this Agreement.

- 13 **The Service Provider** undertakes that it shall ensure that only it's duly authorized representative signs all documents relating to the transactions arising out of the execution of this Agreement.

- 14 **The Service Provider** undertakes that it will ensure that none of the personnel employed by it at the premises of CCIC has any kind of criminal background (pending criminal cases, FIR) and have been duly verified by the police. A copy

of police verification record will be made available to CCIC by the Service Provider

IT IS THEREFORE, AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Service Provider shall render prompt and efficient specialized services on day-to-day basis to CCIC by deputing requisite number of personnel like security guards, head guards, supervisors, etc. and other personnel as it may consider necessary to depute after an inspection of the premises and other needs of CCIC at their aforesaid premises.
2. The Service Provider shall manage and monitor the movement of vehicles of the customers, arrange the entry and exit of the vehicles of the customers of CCIC in and around Bangalore Showroom/ Office area.
3. The Service Provider shall ensure that its such number of personnel shall report at the premises of CCIC for rendering the specialized services the next day as may informed by CCIC to the Service Provider on the preceding day.
4. The service provider shall ensure that the security guards provided it shall have minimum height of 5ft 6 inch and shall be in good health, athlete carrying baton. The service provider shall ensure that the security guards shall ensure their service with all efficiency, diligence, honesty and as per instruction given by CCIC in this behalf. Any security guard found in possession of liquor or found to have consumed alcohol or any intoxicating substance shall have the effect of terminating the contract.
5. The Security Agency shall ensure that all the security guards deployed by it shall be adequately educated, well behaved are versed with the general rule of discipline of the CCIC. The Security Agency shall also ensure that the security guards deployed by it are not convicted by any court of law for any offence/s.
6. The security agency shall ensure that the security guards deployed by it are aware with the locality of Delhi. The Security Agency shall ensure that there will be only prescribed number of Security Guards at the prescribed office. It is the responsibility of the Security Agency that its security guards have reached the offices of CCIC on time. CCIC shall not pay any travel allowance to the security guards for reaching the offices of CCIC.
7. The security agency shall be responsible for the safety of the premises, offices, showrooms, godowns etc. of CCIC and its employees. The security guards of the security agency shall also carry licensed weapons if asked by CCIC.
8. The security agency will ensure that a complaint book is maintained by the security agency at the offices of CCIC. The complaint book(s) shall be regularly made available to the concerned authorized representative of the Corporation for going through and attending to the complaints/suggestions given. The contractor shall ensure that all suggestions/complaints are attended to and rectified promptly.

9. Under no circumstances shall the number of security guards be reduce to the prescribed number of security guards at the prescribed office of CCIC.
10. The Corporation shall have the right to terminate the agreement and forfeit the security deposit after giving a notice, if it is found that the security guards of the security agency are found involved in any anti social, illegal activities during the course of the agreement.
11. In consideration of the security services rendered by the Service Provider, CCIC shall pay for such charges as may be mutually decided by the parties from time to time in writing.

The parties agree that the charges are subject to change on the basis of appropriate notifications of the Government of Bangalore, Karnataka and the same shall be duly informed in writing by the Service Provider to CCIC
12. In addition to the mutually agreed charges, CCIC shall also pay to the Service Provider a service tax at applicable rate on the mutually agreed charges, which is imposed by the government.
13. The charges on account of Minimum wages, P.F., ESI, etc. payable by the Service Provider are for entire month including payment for weekly off to the security guard. The Service Provider will provide substitute security guard in lieu of weekly off day within the above charges.
14. The agreed charges shall be paid by CCIC to the Service Provider on the submission of bill by them, through NEFT/RTGS in its favour in the following month.
15. The Service Provider undertakes that its personnel, deployed by it at the premises of CCIC shall always be neatly and cleanly dressed up in proper uniform as may be prescribed by the service provider after due consultation with CCIC. Any breach of this condition will be deemed to be a Fundamental breach of contract and will entail the cancellation of Contract by CCIC.
16. The Service Provider may at its discretion change its personnel deployed at the premises of CCIC, as and when considered necessary by it. However, if CCIC feels that any particular personnel deployed by The Service Provider is not desirable to be posted at the premises, such personnel shall be removed without any delay by the service provider.
17. The Service Provider shall provide personnel who are well trained and experienced in different categories under suitable supervision to carry out the duties effectively to entire satisfaction of CCIC.
18. The Service Provider shall deploy such number of personnel to render the specialized services on the basis of the working days and timings as may be informed by CCIC to the service provider from time to time as per its needs. The
- 19.

service provider shall issue its I-Card to its personnel deployed at the premises and compound of CCIC. The issuance of this I-Card is merely for identification of the personnel as the personnel of the service provider during his presence in the compound and premises of CCIC.

20. The relationship between the parties shall be that of principal to principal and there shall be no nexus or relationship between the CCIC and the persons engaged or employed by the Service Provider and deployed by at the premises of CCIC for discharging its obligation under this agreement. The personnel of the Service Provider shall therefore not be deemed to be the employee or agent of the CCIC under any circumstances whatsoever. It shall be the Service Provider alone who shall be responsible for the payment of salaries, bonus, gratuity, provision of uniform, annual leaves etc. in compliance with the workmen compensation Act, employees Provident Fund Act, Employees Insurance Act, Contract Labour (Regulation And Abolition) Act, 1970 etc. in respect of all its personnel so deployed by it at the premises of the CCIC.
21. The persons employed or engaged by the Service Provider shall have no right whatsoever to raise or put up any claim against CCIC. It is only the service provider who shall remain responsible for settlement of all claims, if any, of the persons engaged or employed by it for discharging the obligations of the Service Provider.
22. The Service Provider undertakes to indemnify CCIC from any loss, damages, expenses, claims etc., arising as a result of non-compliance of any law dealing with industrial relations or workmen, any other law, statutes rules notifications or arising as result of any claims, disputes etc. raised by the personnel of the service provider.
23. The Service Provider hereby undertakes to adhere to and comply with all statutory laws. As applicable, including the laws governing provident fund, ESI, bonus gratuity minimum wages, payment of wages, contract Labour etc. the service provider agrees and undertakes to pay the persons engaged by it for fulfillment of its obligations under this agreement, wages not less than the minimum wages as prescribed by the (government of the National Capital Territory of Delhi) and revised from time to time.
24. The Service Provider being the employer in respect of all such persons engaged by it shall alone be entitled to hire or fire such persons.
25. The Service Provider shall render security services to CCIC independently and without any control or interference by CCIC in as much as CCIC shall have nothing to do with the conditions of employment or engagement of the personnel engaged by the Service Provider who shall work/render specialized services under the sole supervision and control of the service provider. However, the Service Provider agrees that it shall forthwith comply with all requests, whether oral or written, made by CCIC to the Service Provider in relation to any improper conduct or behaviour of the personnel.

26. The service provider shall compensate CCIC for any loss or damages caused to CCIC because of the absence or negligence or connivance etc, or any other reason attributable to any of the personnel engaged by the Service Provider.
27. The Service Provider shall be responsible for the acts of omission or commission of the persons engaged by it or for any loss or damage caused by them to CCIC.
28. The Service Provider shall be responsible for the maintenance of all statutory records and submission or timely periodical returns or reports which may be required under any law in respect of its services or in respect of its personnel. The Service Provider shall also provide a copy to the CCIC of the payment made by it to the various authorities viz, P.F, ESI and other dues payable in respect of Security guards employed in the premises.
29. In case the Service Provider commits any breach of law applicable to it, it alone shall be responsible for the penal consequences that may follow as a result of such contravention and service provider alone shall be liable to meet the financial liabilities arising out of such breach or contravention. The Service Provider agrees that CCIC shall not be responsible in any manner whatever for any offence committed by the Service Provider and/or its personnel and as such any prosecution or legal proceedings for such offence shall lie only against the Service Provider.
30. The Service Provider undertakes to take the necessary insurance cover in respect of its employees deployed at the premises of CCIC, in respect of any accident, injuries etc, in respect of which any compensation is payable under Workmen's Compensation Act or other similar statutes.
31. CCIC shall deduct TDS as applicable on the bill amounts of the bills submitted by the service provider, as also other statutory due in any form on the amounts due to the Service Provider.
32. The tenure of the agreement shall be for a period of 2 years w.e.f. date of award of the contract. It may be renewed on the expiry of such term, on such terms and conditions as the parties may agree upon in writing.
33. This agreement may be terminated forthwith by mutual consent of the parties. This agreement may be terminated by either party on one month written notice to the other party or payment of one month of wages in lieu thereof.
34. CCIC shall be entitled to terminate this agreement by giving a written notice of 48 hours in the event:
 - 1) It is of the opinion that any acts, deeds of the Service Provider are injurious to the interests and goodwill of CCIC.
 - 2) It is of the opinion that the Service Provider is in breach of its obligations imposed upon it under the terms of this agreement.

35. In case any dispute or difference arises as to the interpretation or application of any of the terms of this agreement, the same shall be referred to for arbitration to an arbitrator to be nominated by Managing Director of CCIC. The arbitration shall be held as per the provisions of the Arbitration And Conciliation Act, 1996. The arbitration shall be held in English language and the venue of arbitration shall be at New Delhi only.

36. **Governing Law and Jurisdiction**

This Agreement shall be governed by and constructed in accordance with the laws of India applicable to a contract executed and performed in such jurisdiction without giving effect to the conflicts of laws and principles thereof. The Parties hereby agree that due to any reasons they choose to litigate, the Courts at New Delhi will have sole and exclusive territorial jurisdiction over such actions.

37. **Entire Agreement**

This Agreement embodies and constitutes the entire understanding among the parties with respect to the matters herein contained, and all prior or contemporaneous correspondence, term sheets, agreements, understandings, representations and statements, oral or written, are merged into this Agreement. In case of any conflict of this Agreement with any prior or contemporaneous correspondence, term sheets, agreements, understandings, representations and statements, oral or written, then this Agreement shall prevail.

38. **FORCE MAJEURE**

38.1 None of the parties shall be liable or responsible for failure to perform or delay in performance of their respective obligations there under if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the contractor to the Corporation within a period of thirty (30) days of such occurrence. The Managing Director/ Chairperson of the Corporation shall be empowered to decide on the basis of facts and circumstances as to whether the doctrine of Force Majeure is applicable.

38.2 To the extent that the event is not within the reasonable control of contractor whose performance under this contract is affected thereby, for the purposes of this Contract, Force Majeure may mean and include any of the following events or circumstances; fire, epidemic, act of God, hostilities, armed conflicts, civil disturbances, acts of the public enemy or belligerents, riots, earthquake, government laws, orders and/or rule and regulations. However Act of terrorism will not be covered under Force Majeure clause.

39. **Waiver or Modification**

39.1 No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by the Parties, and then only to the extent therein set forth.

392 No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

40. **Invalidity of Provisions**

In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and non-appeal able order, decree or judgment of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs; provided, however, that the parties hereto shall endeavour in good faith to replace such invalid aspect with another that is valid and that insofar as possible manifests the intent by the parties to this aspect.

41. **Survival of Obligations**

All of the obligations, representations, warranties and covenants made in this Agreement shall be deemed to have been relied upon by the party to which it was made and to be material and shall survive the execution and performance of any agreements related hereto to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed after the performance of any such agreements.

42. **Supplemental Documents**

Recognizing that the implementation of the provisions hereof with respect to various actions of the parties may require the execution of supplemental documents the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver such other and further documents as may be reasonably necessary to implement the transactions contemplated by this agreement and required by the other party hereto so long as such other and further documents are consistent with the terms and provisions hereof, shall not impose additional obligations on any Party, shall not deprive any Party of the privileges herein granted to it and shall be in furtherance of the intent and purposes of this Agreement.

43. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

44. The Service Provider will be operative w.e.f. till its termination.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND SEAL BELOW:

**For and on behalf of
CCIC of India Ltd.**

**For and on behalf of
M/s. (Name of Security Agency).**

(Seal of the Company)

(Seal of the Company)

Witnesses:

Witnesses:

1.

1.

2

2

ANNEXURE 'I'

Declaration

We hereby declare that our company M/s -----, a company incorporated under the provisions of Companies Act, 1956 having its office at-----, has not been black listed or debarred by the authorities under any laws or regulations of the Government of India or any state government nor any criminal case or FIR is pending against our Company.

For & on behalf of

M/s, (Name of Security Agency).

[_____]

Director

UNDERTAKING

We, M/s -----, a company incorporated under the provisions of Companies Act, 1956 having its office at -----through its Director _____ hereby confirm that we have entered into an agreement dated _____ with the Central Cottage Industries Corporation of India Limited having its registered office at Jawahar Vyapar Bhawan, Janpath, New Delhi-110001 (hereinafter called "CCIC") and Branch at Bangalore to provide Security services.

The Service Provider, do hereby undertake that it shall be bound by all the terms and conditions included in the agreement.

The Service Provider, do hereby undertake that CCIC will not be liable or responsible in any manner whatsoever for any act of fraud, deceit or misrepresentation, etc. committed by any employee of The Service Provider.

The Service Provider undertakes and declare that CCIC and/or its officers, employees and servants, etc. shall not be liable for any offence, penalty, loss, levies, risk etc. or for any other consequences under any Act, Law, Rules or Regulation as are in force from time to time.

The Service Provider undertakes in this regard to keep CCIC and/or its officers, employees and servants, etc. indemnified and harmless in all respects.

The Service Provider further undertakes to compensate CCIC and/or its officers, employees and servants, etc. for any losses, damages and penalties suffered by them.

IN WITNESS WHEREOF the Service Provider has signed and executed this Undertaking on the day of _____ 2011 in the presence of the following witnesses:

For & on behalf of

M/s (Name of Security Agency).

[_____]

Director

WITNESSES:

1.

2.