

Tender Document

For

**SUPPLY OF MANPOWER
ON SERVICE CHARGE BASIS FOR PROVIDING
VARIOUS CATEGORIES OF MANPOWER
FOR A PERIOD OF 3 YEAR**

Tender no. TVA/A1/ Man Power/ 2018-19

TECHNICAL BID DOCUMENT

- NOTE: 1. Price Bid should be placed in separate cover & Sealed
2. Technical Bid should be placed in separate second cover & Sealed and
3. BOTH Sealed Technical Bid & Sealed Price Bid Covers have to Put in
a Separate Third Cover and Sealed.
4. Each Cover Should be clearly written Tender No. TVA/A1/Man Power/ 2018-19



Tamil Virtual Academy,
Gandhi Mandapam Road,
(Near Anna Centenary Library)
Kottur, Chennai-600 018.

Ph. 91-44-2220 9400, Fax No. 91-44-2220 9405
www.tamilvu.org

Important Notice

This Tender process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998. The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Acronyms and Definitions

AMC	Annual Maintenance Contract
CST	Central Sales Tax
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FOR	Free On Road / Rail
HR	Human Resources
HRMS	Human Resources Management System
ICT	Information and Communication Technology
IPR	Intellectual Property Rights
ISO	International Organisation for Standardisation
IT	Information Technology
LD	Liquidated Damage
LoA	Letter of Acceptance
MIS	Management Information System
NABL	National Accreditation Board for Testing and Calibration Laboratories
OEM	Original Equipment Manufacturer
PC-OEM	Personal Computer – Original Equipment Manufacturer
RFP	Request for Proposal
ROHS	Restriction Of Use of Hazardous Substances
SD	Security Deposit
SNR	Site Not Ready
SPOC	Single Point of Contact
ST	Service Tax
TVA	Tamil Virtual Academy

Letter of Undertaking

To

The Director
Tamil Virtual Academy,
Gandhi Mandapam Road,
(Near Anna Centenary Library)
Kottur, Chennai-600 025.

Sir,

Sub: Undertaking for participating in Man Power Tender - Reg.
Ref: **Tender No. TVA/A1/Man Power/ 2018-19**

I/We do hereby submit our tender for Selection of Manpower Supply on outsourcing basis and on Service Charge basis for Providing Various Categories of Man Power agency for a period of 3 years to Tamil Virtual Academy (TVA) in accordance with the conditions stated in this Tender Document and at the rates specified in the Price Schedule.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned Man Power deployment work at the places mentioned in the specification of all the articles within as per tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to be annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TVA and considering this my/our tender.

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We understand that I/ We are liable to be blacklisted by DeGS/Government of TamilNadu for a period of three years.

Note:

- 1) Declaration should be submitted as per format given above in the company's letter head.
- 2) If the bidding firm had been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

Tamil Virtual Academy

Tamil Virtual Academy (TVA), The Tamil Virtual University (TVU) was established as a Society by the Government of Tamil Nadu on 18th May 2000 to provide Internet based resources and opportunities to the Tamil Communities living in different parts of the globe, as well as others interested in learning Tamil and acquiring knowledge of the History, Art, Literature and Culture of the Tamils. Later, Tamil Virtual University has been renamed as Tamil Virtual Academy. The TVA's website was launched on February 17th, 2001 and functioning continuously.

Tamil Virtual Academy aims to develop Tamil Computing, to develop and deliver Internet based learning material for Tamil language, literature and culture to the global Tamil Communities and others interested in Tamil. To develop and deliver customized programmes to meet the cultural needs of the Tamil Communities in different parts of the world and help them to retain heritage. Compile the knowledge resources developed by the Tamils who are living around the world, and to probagate the same. To provide lessons on Tamil language, literature and culture. To provide the opportunities to acquire knowledge or learn or get the certificate/Diploma/Degree through Tamil University, Thanjavur.

TVA has deployed about 5 Resource Person, 16 Programmers, 17 Data Entry Operators, 4 Security Staff, 2 Sweepers, 4 Office Assistant, 1 Gardner and 1 Electrician. TVA's in-house requirement may increase in due course.

2. Tender Schedule

Tamil Virtual Academy

1.	Tender inviting Authority, Designation and Address	The Director Tamil Virtual Academy, Gandhi Mandapam Road, (Near Anna Centenary Library) Kottur, Chennai-600 025.
2.	A) Name of the Work	Selection of Manpower Supply on Service Charge basis for Providing Various Categories of Man Power on Outsourcing basis for a period of 3 years. Further detail of the work are available in clause 9 of the tender document(scope of work)
	B) Tender reference	<i>Tender no. TVA/A1/Man Power/ 2018-19</i>
3.	Tender documents available place	On all working days between 10.00 AM and 2.00 PM upto 02.05.2018 from the Address mentioned in Column (1) above. Alternatively, Tender documents can be downloaded free of cost from www.tamilvu.org and http://www.tenders.tn.gov.in
4.	Cost of Tender Document	INR 1,100/- per Tender Document for direct purchase from TVA. The Tender document fee is waived for the downloaded Tender document.
5.	Earnest Money Deposit	Rs.25,000/- (Rupees Twenty Five Thousand only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of The Director, Tamil Virtual Academy, and payable at Chennai only.
6	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted MANUALLY in a single sealed cover. Stage-1 – Technical Bid, Stage-2 – Price Bid opening. Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	On 25 /04/2018 @ 03.30 P.M at the address mentioned in Column (1) above.
8.	Due Date, Time and Place of submission of Tender	On 02/05/2018 @ 03.30 P.M at the address mentioned in Column (1) above.
9.	Date, Time and Place of opening of the Technical Bids	On 02/05/2018 @ 04.00 P.M at the address mentioned in Column (1) above.
10.	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders

3. General Instructions**3.1 General**

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal aspects for the execution of contract. TVA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TVA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder organisation shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost (Evaluated Price) in the Tender will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder shall make all arrangements as part of the contract to Deploy Man Power resources of required Skill set at various locations at their own cost and transport.
- g) The Bidder should be fully and completely responsible to TVA and State Government for all the Services and deliverables.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify by letter or by Fax or by E-mail to tva@tn.gov.in, tamilvu@yahoo.com to encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact with tva@tn.gov.in, tamilvu@yahoo.com and register your e-mail id.

3.3 Amendments to the Tender

- a) A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TVA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.
- b) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TVA will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- c) No clarifications would be offered by TVA within 48 hours prior to the due date and time for opening of the Tender.
- d) Before the closing of the Tender, TVA may amend the Tender document as per requirements or wherever feels that such amendments are absolutely necessary.

- e) Amendments also may be given in response to the queries by the prospective Bidder(s).
- f) Such amendments will be notified in the websites mentioned in the tender schedule.
- g) TVA at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- h) TVA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

Price should be quoted in percentage only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Director, Tamil Virtual Academy (TVA) under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, Tamil Nadu, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

4. Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. **If a Bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.**

	Eligibility Conditions	Documentary Proof to be submitted
1	The Bidder should be a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Company/Firm and existing for the past 3 years as on 31/12/2016	a) In case of Registered Company in India, they should produce the copy of the Certificate of Incorporation. b) In case the of Registered Partnership Company / Firm, they should produce the copy of Registered Partnership Deed.
2	The Bidder should have experience of minimum 3 years in the Business of supply of manpower on outsourcing basis (or) Manpower deployment as a Component of IT System Integrator Project in the area of IT, IT services, Communication, Technical support, etc as on 31.12.2016	(i) List of clients to whom manpower already deployed and being deployed as per Annexure - III. (ii) Work order/ work completion certificate issued by the clients.
3	The Bidder should have successfully provided minimum 100 Man power on Outsourcing basis (or) 100 Manpower deployment as a Component of IT System Integrator Project (completed as well as ongoing) to at least ONE State/Central Government Department/ Organizations/ Public Sector Undertakings/ Statutory Organizations in India in the last 3 years as on 31.12.17.	(i) Work order issued by the clients. (ii) Work completion certificate/ Performance certificate issued by the Customer.
4	The Bidder should have an annual average Turnover of minimum Rs.5.00 Crores in the last three consecutive financial years i.e. 2014-15, 2015-16. And 2016-2017	(i) The average annual turnover statement duly certified by Chartered Accountant as per Annexure V. (ii) The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years.
5	The Bidder should have executed an SINGLE order of Value of more than Rs.25 Lakh for supply Man Power to State/Central government department or PSU or Nationalised Banks in India during last 3 years as on 31.12.2017.	Relevant copies of Purchase Orders and completion/ performance certificate obtained from the customers
6	The Bidder should have financial capability to handle the services by mobilising enough funds in advance to disburse payment to the resources deployed for atleast ONE month (Approx Rs.30 Lakhs per month) without waiting for Payment from TVA.	Nationalised Banker's certificate to this effect to be produced.
7	The Bidder should be registered with Service Tax Department.	Copy of Service Tax Registration certificate.
8	The Bidder should have PAN number issued by Income Tax Department.	Copy of PAN allotment Certificate/ PANCARD issued by Income Tax Department.
9	The Bidder should adhered to all statutory obligations especially PF,	a) Bidder's Establishment PF Code No. and submit Annual Return Acknowledgment for last 3 years.

	ESI, Minimum wage requirement for their Deployed resources.	b)ESI Registration No. for the establishment to be submitted. c)Self declaration signed by the CEO/Authorised signatory commitment such as PF and ESI during last 3 years.
10	The Bidder should have an operating office anywhere in Tamil Nadu (OR) if not, the bidder should declare in writing that an office would be setup within 10 days on receipt of LOA.	1.Copy of Rent receipt of office or Copy of Landline Telephone Bill or Copy EB bill 2.Undertaking letter to open office in Chennai within 10 days from LoA.
11	The Bidder should not have been blacklisted by any of the State/Central Government or Organisations during last 3 years.	Undertaking letter to be submitted stating that the Bidder was not blacklisted by any State/Central Government Departments or Organisations in the last 3 years.

5. SELECTION, DEPLOYMENT AND MANAGEMENT OF RESOURCES

5.1 RESOURCE POOL OF BIDDER AND RESPONSIBILITY OF THE RESOURCE:

- a) The Bidder shall have a resource pool/ resource Bank to arrange the sufficient number of resources within a short notice (7 Days) to TVA/Customer department for selection and approval of candidates.
- b) The bidder shall select the suitable resources/candidates from their resource bank based on the qualification/special skills, experience, expertise etc indicated by TVA or Customer department and send their list of selected suitable candidates with details of skill sets mapped with requirement by e-Mail /Fax or letter to TVA.
- c) The responsibility of the selection of suitable resources rest with the Bidder and approval of candidates is with TVA.
- d) The resources deployed have to work for minimum 8 Hours per day on all working days including Saturdays except Sundays, National Holidays and other Holidays declared by TVA for designated offices, where the resources are deployed.
- e) Initially the number of security guards assigned to the TVA will be 4 Security Guards who should be healthy uniformed and will be manning shift, seven days a week for 12 hours a day starting from 6.00 am to 6.00 pm. Absence without prior notice shall not be entertained and replacements should be made immediately.
- f) The resources should work and carry out the jobs assigned to them by their reporting authorities and higher level officials in any holidays or extended hours if the situation so demands. However if the Saturday happened to be a holiday for the designated offices, then the Saturdays be Holidays for the outsourced resources also until and unless specific jobs assigned to them to be carried out during Saturdays or any Holidays.

5.2 Deployment of Resources by Bidder

- a. The Bidder is permitted to have 7 days to complete their internal process of issuing the Appointment letter to the resources with clear structure of Contract Payment. These 7 days is in addition to the Notice Period accepted by the TVA/Customer department during the Selection process of the resource concerned.
- b. The Appointment order issued by the Bidder should clearly mention the last date to report at the designated location duly taking into consideration of the ‘Notice Period’ indicated by the Candidates.
- c. If the selected resource is not joining duty within the permitted Notice period, the appointment order of that resource is liable for cancellation and alternate resource should be arranged by the bidder.

1. 5.3 COMPETENCY TEST

TVA will conduct a competency test for selecting the suitable candidates. The Bidder is required to send at least 3 eligible candidates for each position for undergoing the test. TVA will select the suitable candidates based on the merit subject to meeting the minimum cut-off mark. If all the candidates sent by the bidder do not score the minimum cut-off mark, the bidder should forward a fresh list of candidates. In order to avoid delays associated with the selection process, the Bidder may adopt a preliminary screening process before sending the candidates for the Competency test.

5.4 PAYMENTS TO THE DEPLOYED PERSONS

Fee for each position of manpower to be deployed will be fixed by TVA from time to time. The amount includes PF, ESI and other statutory payments. The Bidder should pass it on the entire amount to deployed

person and should produce proof of payment to the complete satisfaction of TVA. The applicable service tax will be paid by the TVA. The Bidder shall send Salary slip of each resource deployed to TVA by e-mail without fail.

6. Bid Preparation and Submission

6.1 Cost of Bidding:- The Bidder should bear all costs associated with the preparation and submission of Bids. TVA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

6.2 Tender Document Fee

a) The Tender Documents may be directly purchased from TVA on payment of fees as mentioned in the Tender Schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of The Director, Tamil Virtual Academy payable at Chennai.

b) Alternatively the Tender Documents can be downloaded free of cost from the websites mentioned in the Tender Schedule. The Tender document fee is waived for such downloaded documents.

6.3 Earnest Money Deposit (EMD)

a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "The Director, Tamil Virtual Academy, payable at Chennai. The Demand Draft or Banker's Cheque should be attached with TECHNICAL BID physically and Technical Bid Cover and Sealed. The EMD in the form of Bank Guarantee is not acceptable.

b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TVA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.

d) The EMD amount will be forfeited by TVA, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in Bidder fails to remit Security Deposit within the respective due dates.

6.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney should be submitted in the Tender, otherwise the Bids will be summarily rejected.

6.5 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.5.1 Technical Bid Form (Envelope-A)

a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidder. The Technical Bid shall NOT contain any indications of the Price otherwise the Bid will be summarily rejected.

b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.

c) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as "**Technical Bid (Envelope-A) for Tender no.:TVA/A1/Man Power/ 2018-19 due on 02/05/2018 @ 3.30 PM**". The "FROM Address" and "TO Address" should be clearly written in the cover otherwise the Bid is liable for rejection.

- d) The Bidders should submit the details of make and model of the items offered against the tender requirement.

6.5.2 Price Bid Form (Envelope-B)

All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.

- a) The rate quoted by the Bidder **in the price Bid** should be inclusive of Manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the successful implementation of Man Power deployment and no other charges will be allowed by the TVA other than the Service charges quoted. The service tax, if any, should be mentioned separately.
- c) The Price Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be only in **Percentage only**. The tender is liable for rejection if Price Bid contains conditional offers.
- e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties/taxes payable to the Governments in India. The Bidders should particularly take note of this factor before submitting the Bids.
- g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as **“Price Bid (Envelope-B) for Tender No. : TVA/A1/Man Power/ 2018-19 due on 02/05/2018 @ 3.30 PM”**. The “FROM” address and “TO” address shall be written without fail otherwise the Price Bid is liable for rejection.

6.6 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

6.6.1 Outer Cover

The Technical Bid cover including EMD (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as **“Tender No. : TVA/A1/Man Power/ 2018-19 due on 02/05/2018 @ 3.30 PM”**. The “FROM” address and “TO” address shall be written without fail otherwise the Technical Bid is liable for rejection.

6.7 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped at TVA, on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches to the TVA on or before the due date and time. TVA will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

6.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

7. Tender opening and Evaluation

7.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

NOTE:- If the date fixed for opening of the tender happens to be a Government holiday, the sealed tender will be received & Opened on the next Working day at the time specified in the Tender Schedule.

7.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of **180** days from the date of opening of the Tender. **The Rate Contract** will be valid for **THREE years** from the date of signing of the contract or agreement/date of release of the first Purchase order. However TVA reserves the right to extend or short close the Tender validity period if situation warrants to benefit the Government.

7.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

1. not submitted in two parts as specified in the Tender
2. received without the Letter of Authorisation
3. received without EMD amount
4. are found with suppression of details
5. with incomplete information, subjective, conditional offers and partial offers
6. submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
7. non-compliance of any of the clauses stipulated in the Tender
8. lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of TVA/Government will be final in this regard.

7.4 Clarifications by

When deemed necessary, TVA may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TVA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TVA as stated above, such Bids may at the discretion of TVA, shall be rejected as technically non-responsive.

7.5 Tender Evaluation

7.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of TVA, TVA shall have the right to reject the Bid and if after selection, TVA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TVA shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, TVA at its discretion may or may not consider such documents.

- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

7.5.2 Technical Bid Evaluation

a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such Bidders. The eligible Bidders alone will be considered for further evaluation. The decision of TVA will be final in this regard.

7.5.3 Price Bid Evaluations

- a) The Price Bids of the Technically Qualified Bidders, which are submitted on or before stipulated period alone will be opened and evaluated. The Price Bid should include all expenses towards this Tender.
- b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The Bidders should quote for all the items. Failure to submit the price for all the items or partial offer will be liable for rejection of the bid itself. The prices will be evaluated item wise. The decision of TVA will be the final.
- d) The L1 Bidder will be negotiated for further reduction in Price/Enhancement of Service. Also all the Technically Qualified Bidders will be negotiated to match L1 Price. If more than one Bidder matches the L1 Price, then order may be placed with more than one Bidder, who matches the L1 Price at the **DISCRETION of TVA based on the urgency and Timely Completion Requirement**. However, preference will be given to the L1 Bidder. **The decision of TVA will be the final.**

7.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

7.7 Award of Contract

1. Total quantity MAY be ordered on L1 Bidder or if required may be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate at the **DISCRETION of TVA based on the Urgency, Alternative Source and Timely Completion Requirement**, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender. However, preference will be given to the L1 Bidder. The decision of TVA will be the final.
2. No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

7.8 TVA reserves the right to:

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality / specification of materials to be supplied.
3. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
4. Change the list of locations from time to time based upon the requirement.
5. Ask other qualified Bidders to match the L1 price as this is a rate contract tender.
6. If Service performance of the Bidder is not as per the Tender Schedule, then reserves the right to reallocate the Order/quantity in part/Full to other Bidder/Bidders.
7. Reserves its right to inspect the Bidders' Organisation before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
8. Reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the customers.

8. Execution of Work**8.1 Acceptance/Rejection of the Tender**

The final acceptance of the tender is entirely vested with TVA, who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by TVA, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

8.2 Letter of Acceptance (LOA)

After acceptance of the Tender by TVA, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by TVA. Under this rate contract, TVA has the right to issue LOA to more than one Bidder if required.

8.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) of 2% of Annual Order Value, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 39 months from the date of acceptance of the tender on receipt of LOA from TVA. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TVA.** The Security Deposit will be refunded to the Successful Bidder only after successful completion of Contract Period. The Security Deposit held by TVA till it is refunded to the Successful Bidder will not earn any interest thereof.

The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

8.4 Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder **within 10 working days** from the date of Letter of Acceptance issued by TVA with such changes/modifications as may be indicated by TVA at the time of execution on receipt of confirmation from TVA.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof **without the prior written consent of TVA.** TVA reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fail to execute the agreement within the stipulated period of 10 days, the EMD and SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TVA and also TVA have the right to recover any consequential losses from the Successful Bidder.

8.5 Release of Work Order

After execution of the Contract and payment of Security Deposit, Man Power Requirements will be communicated to Technically Qualified Successful Bidder/Bidders as and when requirement arises for New assignments, TVA will release the formal work order to the Successful Bidder selected case to case basis as New work order for further requirement.

8.6 Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Cash/Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Final Work Order to the Successful Bidder.

8.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire Contract Period subject to satisfaction of TVA . Such completion would be arrived at when the entire quantity is executed by the Bidder as per the Contract Agreement and as per Order(s) issued by TVA from time to time.

8.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to TVA and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TVA .

8.9 Termination of Contract**8.9.1 Termination for default**

- a) TVA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the service within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TVA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful TVA, in the judgement of TVA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event TVA terminates the Contract in whole or in part, TVA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to TVA for any additional costs for such similar goods and service. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

8.9.2 Termination for Insolvency

TVA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TVA.

8.9.3 Termination for Convenience

TVA may by written notice, with a notice period of seven days sent to the Successful Bidder, TVA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TVA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

8.10 Execution of Work Order

The Successful Bidder should nominate and intimate TVA, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

8.11 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of TVA.

8.12 Liquidated Damages (LD)

The Bidder must strictly adhere to the implementation schedule, specified in the purchase order issued by TVA to the successful Bidder for performance of the obligations arising out of the purchase order and any delay will enable TVA to resort to any or both of the following:

- a) Claim liquidated damages at 1.0 per cent of the Current Order Value for delayed performance per day of

such delay. However LD clause will not be applicable if the delay is not due to issues related to the vendor.

b) In case of the termination of the purchase order by TVA due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

In addition, TVA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.

Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

Notwithstanding anything contained in the penalty clause, TVA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TVA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TVA's Tenders.

8.13 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate specified in the Agreement Format in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order.

8.14 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. TVA does not bind itself in selecting the Bidder offering lowest prices.
- b) TVA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TVA for good and sufficient reasons.

8.15 Arbitration and Jurisdiction

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Director, TVA.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Director, TVA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Chennai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

9. Scope of Work

- (a) The Successful Bidder will be required to provide manpower for various categories such as Data Entry Operators, Resource Persons, Programmers, Security Staffs, Sweepers, Office Assistant, Gardner, Electrician (Government department Experience/ Government Project Experience/ Project Experts from Market) or any other category of manpower as may be required by TVA on full time basis for a period of 3 years.
- (b) The qualification, experience and responsibilities, Salary, etc for each position will be provided by TVA at the time of notification of requirement.
- (c) The Successful Bidder should depute the required manpower within 15 days from the date of notification of requirement by TVA. If to required a panel of these names will be called for from the bidder.
- (d) The deployment shall be anywhere in the State of Tamil Nadu.
- (e) TVA has the right to terminate any deployed person for poor performance, misconduct, etc
- (f) Frequent change of persons will not be entertained. The person(s) deployed for a particular position should work in that position for a period of at least 6 months from the date of joining continuously.

9.1 NUMBER OF PERSONS REQUIRED AND SALARY

The indicative number of persons in various categories is estimated around 50 and the proposed fees for service renders is furnished below,

SN	Description	At present Requirement
1.	Resource Persons	5
2.	Programmers	16
3.	Data Entry Operator	17
4.	Security Staff's	4
5.	Sweepers	2
6.	Office Assistant	4
7.	Electrician	1
8.	Gardner	1
	Total	50

The number of persons is only indicative which may vary based on the actual requirement and the selected bidder/ bidders is expected to provide any number of persons in any category.

The bidder shall send suitable candidate to for the competency test conducted by TVA as indicated in Clause 5.3.

Details of Qualification for the person to be deployed are mentioned separately in **Annexure -2**.

10. Payment Clause

10.1 Payment to Man Power Supply Organisation from TVA

- (a) Separate claims are to be raised for the Salary of the deployed person and Service Charges once in a month.
- (b) The claim should be based on the position wise number of persons deployed in service in each month (leaving 4 Sundays, list of holidays approved by TVA and 1 paid holiday in a month for each position). The paid holidays shall be accumulated and availed continuously for period not exceeding 7 days. If the number of days worked in a month is less than the working days after adjusting Sundays, list of holidays approved by TVA and paid holidays, the payment will be considered on pro rata basis.
- (c) The claim should be supported with the proof of payment of salary approved by the TVA to the persons deployed.
- (d) The payment will be made upon verification of biometric attendance/work sheet of the persons deployed and submission of proof for payment of the previous month statutory dues PF/ESI etc by the Bidder.
- (e) The payment will be made by TVA **within 15 days** of submission of claims.

11. Rate

- a) The Service Charge quoted in the Price Bid should be firm for the entire contract period and shall be inclusive of everything. No other charges will be allowed by the TVA other than the Service Charge.
- b) However any new tax liability or increase/decrease in the existing tax liability due to change in law after the due date for submission of tender/ Issue of Order will be at TVA's account.

12. Period of Contract

The period of contract is for THREE YEARS from the date of Letter of Acceptance/First order released by TVA. The Three Years period may be extended suitably by mutual consent depending on the need of the same by the TVA.

13. Sign and Seal

The Bidder should sign and affix seal in every page of the Tender Document and the completely Signed Tender Documents should be submitted in respective covers without fail.

I/We _____ have gone through the terms and conditions and will abide by them as laid down above.

Bidder Name :

Signature :

Authority Name :

Seal of the Bidder

Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder to perform Third Party Cyber Security assessment Test on IT infrastructure of Government Departments on Multi Stage Tender basis.) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

This CONTRACT is entered into at Chennai on the day of 2018 between Tamil Virtual Academy, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at Gandhi Mandapam Road, (Near Anna Centenary Library) Kottur, Chennai- 600 025 hereinafter referred to as "TVA" (which term shall mean and include its Successors and permitted assigns) on behalf of Customer (s) to be communicated by TVA from time to time (herein after referred to as "Purchaser (s)") ----- and a company----- / firm represented herein by ----- and having Registered office at ----- hereinafter referred to as the "Successful Bidder" (which term shall mean and include its successors and permitted assigns)

Whereas TVA invited a Multi Stage tender vide **Tender Ref : TVA/A1/Man Power/ 2018-19** for selecting suitable Organisation to provide Man power to TVA and the various Departments / Undertakings / Organisations of the Government of Tamil Nadu as per the Tender document.

Whereas TVA and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

- 1) This Contract shall remain in force during the Contract period of 36 months from the date of signing of this Contract. TVA may renew/extend the contract for a further period as may be agreed between the parties.
- 2) The Successful Bidder agrees to deliver the services as per the scope indicated in Tender Scope Clause-9 of this Tender within the stipulated period prescribed by TVA at the cost arrived at in the PRICE BID. This cost is firm and not subject to enhancement.
- 3) The Contract or any part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of TVA.
- 4) Neither TVA nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
 - c) Accidents or disruptions including, but not limited to fire and explosions.

5) The Tender document in relation with this Tender shall be deemed to form and be read and construed as part of this Contract. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

6) Liquidated Damages (LD)

As mentioned in the Tender Document in Clause 8.12

Liquidated Damage for Non-Fulfillment of Schedule

The Bidder must strictly adhere to the implementation schedule, specified in the purchase order issued by TVA to the successful Bidder for performance of the obligations arising out of the purchase order and any delay will enable TVA to resort to any or both of the following:

- a) Claim liquidated damages at 1.0 per cent of the Current Order Value for delayed performance per day of such delay. However LD clause will not be applicable if the delay is not due to issues related to the vendor.
- b) In case of the termination of the purchase order by TVA due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

In addition, TVA reserves the right to award the work to any other party / parties and the loss/ expenses incurred thereafter will be recovered from the Successful Bidder.

Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

Notwithstanding anything contained in the penalty clause, TVA reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of TVA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TVA's Tenders.

7) Payment Terms:

As mentioned in the Tender Document Payment Clause 10 of this Tender .

- 8) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labour Laws in respect of this Contract.
- 9) Any notice from one party to the other given or required to be given hereunder shall be given by either:
 - a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
 - b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
- 10) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, TVA reserves the right to recover costs/ liabilities arising directly due to such breach from the Successful Bidder.

11. Termination of Contract

11.1 Termination for default

- a) TVA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by TVA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of TVA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of TVA terminating the Contract in whole or in part, TVA may procure, upon terms and in such manner as it deems appropriate, the services similar to those and delivered and the Successful Bidder shall be liable to TVA for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

11.2 Termination for Insolvency

TVA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TVA.

11.3 Termination for Convenience

TVA may by written Notice, with a Notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TVA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

12. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

13. TVA reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non performance of the Successful Bidder.

14. Arbitration and Jurisdiction

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Director, TVA.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Director, TVA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Chennai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of Tamil Virtual Academy
Witness	Witness
Witness	Witness

Appendix-2 Bank Guarantee Format:

(To be executed in Rs.100/- Stamp Paper)

To

The Director

Tamil Virtual Academy,
Gandhi Mandapam Road,
(Near Anna Centenary Library)
Kottur, Chennai-600 025.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Director, Tamil Virtual Academy, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at Gandhi Mandapam Road, (Near Anna Centenary Library), Kottur, Chennai-600 025. (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____/-(Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference _____ dated ___/___/___ of M/s. Tamil Virtual Academy. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/-(Rupees _____ Only) and the guarantee shall remain in full force upto ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____/-(Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/-(Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until ___ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs._____/-(Rupees _____ Only). This Bank Guarantee shall be valid up to ___ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

Annexure-1**A-1.1 Check-list for Enclosures**

Documents to be submitted		Fill (YES or NO)
Full set of Tender Document with Corrigendum to the Tender Document duly signed and stamped by the Authorised Signatory.		
Bidder's covering letter in the Letter head signed and stamped by the Authorised Signatory		
Undertaking Letter in the Letter Head of the Bidder signed and stamped by the Authorised Signatory		
Filled Tender Technical Bid Form and Price Bid Form		
Payment of EMD amount		
Two Part Bid submission		
Letter of Authorisation for signing the Tender document		
A-1.2 Eligibility Criteria		
1.	Proof for the Bidder is a Company registered in India under the Indian Companies Act 1956 or a Registered Partnership Company/Firm and existing for the past 3 years as on 31/12/2017	
2.	Proof for Bidder have experience of minimum 3 years in the Business of supply of manpower on outsourcing basis (or) Manpower deployment as a Component of IT System Integrator Project in the area of IT, IT services, Communication, Technical support, etc as on 31.12.2017	
3.	Proof for Bidder have successfully provided minimum 100 Man power on Outsourcing basis (or) 100 Manpower deployment as a Component of IT System Integrator Project (completed as well as ongoing) to at least ONE State/Central Government Department/ Organizations/ Public Sector Undertakings/ Statutory Organizations in India in the last 3 years as on 31.12.17.	
4.	Proof for Bidder have an annual average Turnover of minimum Rs.5.00 Crores in the last three consecutive financial years i.e. 2014-15, 2015-16 and 2016-17.	
5	Proof for Bidder have deployed minimum of 100 personnel spread across minimum 25 Districts in Tamil Nadu for a continuous period of one year to State/Central government department or PSU or Nationalised Banks in India during Last 3 years as on 31.12.2017.	
6	Proof for Bidder have executed a SINGLE order of Value of more than Rs.25 Lakh to State/Central government department or PSU or Nationalised Banks in India during Last 3 years as on 31.12.2017.	
7	Proof for Bidder is registered with Service Tax Department.	
8	Proof for Bidder is having PAN number issued by Income Tax Department.	
9	The Bidder should adhered to all statutory obligations especially PF, ESI, Minimum wage requirement for their Deployed resources.	
10	Proof for Bidder is having an operating office anywhere in Tamil Nadu (OR) if not, the bidder should declare in writing that an office would be setup within 10 days on receipt of LOA.	
11	Undertaking Letter of Bidder have not been blacklisted by any of the State/Central Government or Organisations during last 3 years.	

A1.3 Profile of the Bidder

1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered office	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
5.	Local presence at Tamil Nadu	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6.	Registration Details	
	Permanent Account Number (PAN)	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration No. or Exemption Details	
9.	PF Registration No. or Exemption Details	

Annexure-2**A 1.4 Emoluments**

Sl.No.	Description	Qualification	At present Requirement	Total emoluments per month EPF Total
1.	Resource Person Nature of work: 1. Traditional grammar 2. Linguistic techniques 3. Lexicographic knowledge	Essential: 1. A Doctoral Degree in Linguistics / Tamil, M.A. Linguistics / Tamil from any recognized university with five years' experience in teaching / research projects / at similar of institutions 2. Adequate knowledge about computer applications and use. 3. Age Limit 30 – 60 Years 4. Adequate knowledge of Tamil grammar	5	

	4. Computational background	<p>Desirable :</p> <p>i. Working experience on tamil corpus preparation</p> <p>ii. Familiarity with virtual learning.</p> <p>iii. Knowledge of Tamil Culture and Heritage.</p> <p style="text-align: center;">(OR)</p> <p>Essential;</p> <p>(i) Must possess Master Degree in Computer Applications /Master Degree in Engineering Degree in ECE/CSE/IT/Engineering</p> <p>(ii) Must have experience for a period of not less than one year in Government / Public Sector / recognized Private organizations through work and direct involvement in one; or more facets of analysis, design, operation, production constructions, testing information systems, data processing, teaching or research and</p> <p>Desirable:</p> <p>(i) Must have satisfactorily completed on IBM/CMC programming course in Auto coder; or a programming course recognized as equivalent to the above.</p> <p>(ii) Must have completed a programming course conducted or recognized or equivalent, by the Directorate of Technical Education or any other equivalent course recognized by the Government of India's Autonomous Institutions.</p> <p style="text-align: center;">(OR)</p> <p>Essential:</p> <p>(i) Must possess a Master of</p>		
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		<p>Science Degree in Computer / Mathematics/Statistics/ Physics</p> <p>(ii) Must have experience for period of not less than one year through work and involvement in one or more facets of analysis, accounting, operations testing, information system data processing teaching or research.</p> <p>Desirable:</p> <p>(i) Must have satisfactorily completed an IBM/ IDM/ CMC programming Course in Auto coder or an Programming course recognized as equivalent to the above.</p>		
2.	<p>Programmer</p> <p>Nature of work:</p> <ol style="list-style-type: none"> 1. To Prepare a database. 2. Database maintenance and data handling. 3. Writing the code for design and develop. 4. Testing. 	<p>Essential:</p> <ol style="list-style-type: none"> 1. Must possess a Bachelor of Engg. Degree or M.C.A. / M.Sc. in Computer Science / Electronics / Information Technology. 2. Must have experience for a period of not less than two years Government / recognized organisations. 3. Tamil Software Development 4. Age Limit 25 to 40 years. <p>Desirable:</p> <ol style="list-style-type: none"> i. Working experience on Tamil Corpus Development project. ii. Working experience on Electronic Dictionary project. ii. Familiarity with virtual learning. iii. Knowledge of Tamil language, Culture and Heritage. 	16	
3.	<p>Data Entry Operator</p> <p>Nature of work:</p> <ul style="list-style-type: none"> • Tamil & English Typing work in Computer System. • Desktop publishing work • Other project related works 	<p>Essential:</p> <p>10th or +2 (Pass or Fail)</p> <p>(i) Must have passed the Government Technical Examination in Typewriting, Tamil and English in Higher Grade</p> <p>(ii) Age limit 25 – 40 years.</p> <p>(iii) 2 Years Experience in this filed.</p> <p>Desirable :</p> <p>(i) A BachelorsDegree from any</p>	17	

		recognized University. (ii) MS-Office and (MS-WORD & MS Excel) Knowledge essential. (iii) Diploma in Basic of Computer		
4.	Security	Essential : 8 th Std Pass or Fail Age Limit 30-60 years 2 Years Experience in this field.	4	
5.	Sweeper	Essential : 8 th Std Pass or Fail Age Limit 30-60 years 2 Years Experience in this field.	2	
6.	Office Assistant	Essential : 10 th Std Pass or Fail Age Limit 20-35 years 2 Years Experience in this field.	4	
7.	Electrician	Essential : 10 th Std Pass or Fail B- license holder Age Limit 20-45 years 2 Years Experience in this field.	1	
8.	Gardener	Essential : 8 th Std Pass or Fail Age Limit 20-50 years 1 Year Experience in this field.	1	

A 1.5 DECLARATION

I/We agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to TVA should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by TVA and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Bidder Name :
Signature :
Authority Name :

A1.5 CERTIFICATE

Date: _____

Certified that M/s...../ the firm /company or its partners / share holders had not been blacklisted by Tamil Virtual Academy (TVA), or by any Government Agencies.

**SIGNATURE OF THE TENDERER
(WITH SEAL AND ADDRESS)**

Tender Document

For

**SUPPLY OF MANPOWER
ON SERVICE CHARGE BASIS FOR PROVIDING
VARIOUS CATEGORIES OF MANPOWER
FOR A PERIOD OF 3 YEARS**

Tender no. TVA/A1/Man Power/ 2018-19

PRICE BID

- NOTE:** 1. Price Bid should be placed in separate cover & Sealed
2. Technical Bid should be placed in separate second cover & Sealed and
3. BOTH Sealed TECHNICAL BID & Sealed PRICE BID Covers have to Put in
a Separate THIRD Cover and SEALED.
4. Each Cover Should be clearly written Tender No. TVA/A1/Man Power/ 2018-19

Tamil Virtual Academy,
Gandhi Mandapam Road,
(Near Anna Centenary Library)
Kottur, Chennai-600 018.

Ph. 91-44-2220 9400, Fax No. 91-44-2220 9405
www.tamilvu.org

PRICE SCHEDULE

Name of the Bidder:

Address:

S No	Description	Service Charge in % (in Number)	Service Charge in % (in Words)
1.	Service charge for the deployment of various categories of manpower as per the requirements of TVA (Remuneration to each resource will be fixed by TVA) on outsourcing basis for a period of 3 years		

Note:

1. The applicable service tax will be paid by TVA.
2. The entire approved salary against each position should be paid to the respective employee proof of the same furnished. The approved salary is inclusive of statutory payment Viz. PF, ESI, etc.
3. The Service Charge quoted by the Bidder shall remain same for all the posts.
4. In case of discrepancy in the Service Charge between the Number and Words quoted by the Tenderer, the Service Charge quoted in Words will be taken for evaluation.

Place:**Date:****Authorized Signatory:****Name:****Mobile:****E-mail:****Company Seal:**