



GOVERNMENT OF TAMIL NADU
DEPARTMENT OF TREASURIES AND ACCOUNTS
Selection of outsourcing agencies
Government of Tamil Nadu
for supplying Professional Manpower Resources
Technical bid Document
Tender Ref No: Rc.No.41427/OP2/2022

Department of Treasuries and Accounts
No.571, 3rd Floor, Perasiriyar K.Anbazhagan Maaligai,
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Website: <https://www.tn.gov.in/karuvoolam/>

Important Notice

This Tender (RFP) 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 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

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Acronyms and Definitions

CTA	Commissioner of Treasuries and Accounts
EMD	Earnest Money Deposit
GST	Goods and Services Tax
IPR	Intellectual Property Rights
ISO	International Organization for Standardization
IT	Information Technology
LD	Liquidated Damage
LOA	Letter of Acceptance
OSA	Outsourcing Agency
SD	Security Deposit
SPOC	Single Point of Contact

Letter of Undertaking

To

The Commissioner Treasuries and Accounts,

No.571, 3rd Floor, Perasiriyar K.Anbazhagan Maaligai,

Nandanam,

Anna Salai, Chennai - 600 035.

Sir,

Sub: Undertaking for participating in Manpower Tender - Reg.

Ref: Tender No. Rc.No.41427/OP2/2022

I/We ----- have gone through fully the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

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 CTA / Government of Tamil Nadu for a period of Three years.

Yours faithfully

for _____

Name, Signature

Designation

Seal

Note:

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

1. TENDER DOCUMENT

1.1. Preamble

Treasuries and Accounts Department invites bid from various established firms for the supply of 56 Assistant programmers as per the scope of work detailed in the relevant sections and terms and condition of this RFP.

This tender calls for bids for Selection of Outsourcing Agencies on Service charge and Rate Contract basis for various categories / Resources including Professionals to CTA.

Short Titles used in the Tender Document:

- 1) **Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2) **Successful Bidder:** Successful Bidder means the Bidder who becomes successful through the tender process.
- 3) **Day:** A day means a calendar day.

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 and the Tamil Nadu Transparency in Tenders Rules, 2000, the Act and Rules shall prevail.

2. Tender Schedule

Treasuries and Accounts Department (CTA)

1.	Tender inviting Authority, Designation and Address	The Commissioner, Department of Treasuries and Accounts , Government of Tamil Nadu No.571, 3 rd Floor, Perasiriyar K.Anbazhagan Maaligai, Nandanam, Anna Salai, Chennai - 600 035. Tel No: +91-44-24321761
2.	Tender Accepting Authority.	The Commissioner, Department of Treasuries and Accounts , Government of Tamil Nadu
3.	A) Name of the Work	Selection of outsourcing agencies on service charges and rate contract basis For the supply of 56 Assistant programmers
	B) Tender reference	RC.NO.41427/OP2/2022
	C) Place of execution	Manpower to meet CTA's Internal requirements and to serve the requirement arising from time to time during the contract period, who are to be deployed throughout Tamil Nadu.
4.	Tender documents available place	The tender document can be downloaded from the URL Website: https://www.tn.gov.in/karuvooram/ and https://tntenders.gov.in at FREE OF COST.
5.	Earnest Money Deposit (EMD)	Rs. 44,000/- (Rupees Forty Four Thousand Only) to be paid in online through https://tntenders.gov.in portal only.
6.	Tender submission	Through Online. (https://tntenders.gov.in) Bids cannot be submitted after the due date and time.

7.	Due Date, Time and Place of submission of Tender (Through Online)	On 24.06.2024 upto 04.00 p.m.
8.	Date, Time and Place of opening of the Technical Bids (Through Online)	On 25.06.2024 at 5.00 p.m.
9.	Date, Time and Place of opening of Price Bids	On 27.06.2024 at 5.00 p.m.

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 aspect 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 familiarize itself with the prevailing legal situations for the execution of contract. CTA 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 CTA. 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 shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and the price quoted in the Bid to cover all obligations under this Tender.

e) It must be clearly understood that the Terms and Conditions are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of completion of contract.

f) Any bidder who is blacklisted in CTA will not be eligible to bid for the Tenders of CTA, as per the conditions of blacklisting.

g) In case show cause notice has been issued by CTA for poor performance then CTA reserves the right to disqualify the bid submitted by such Bidder.

3.2 Clarifications in the Tender

a) A prospective Bidder requiring any clarification in the Tender may notify CTA by letter or by E-mail to ads.tndta@nic.in on or before **10.06.2024**. We 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 ads.tndta@nic.in to register your e-mail id.

3.3 Amendments to the Tender

a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders have to periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. CTA will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

b) No clarifications would be offered by CTA within 48 hours prior to the due date and time for opening of the Tender.

c) Before the closing of the Tender, CTA may amend the Tender document as per requirements or wherever CTA feels that such amendments are absolutely necessary.

d) Amendments may also be given in response to the queries by the prospective Bidders.

e) Such amendments will be notified in the websites mentioned in the Tender schedule.

f) CTA at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

g) CTA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders 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 notarized, 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 Indian Rupees (INR) 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 unauthorized contact with the Tender Inviting Authority, Tender Evaluation Committee, Tender Scrutiny Committee and Tender Accepting Authority, after 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.

3.7 Force Majeure

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 Pandemic 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.

- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- In such claim of Force Majeure clause, the bidder should submit the written claim, explaining the cause within 7 days of such occurrence and may be accepted by CTA.
- Any Other act of God.

3.8 Dispute and Jurisdiction

“Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved by the parties mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute”.

“In case the parties failed to resolve the disputes amicably within the time frame agreed and in the manner stated supra, the aggrieved party shall approach the Court in Chennai city alone to the exclusion of all other Courts to adjudicate the unresolved dispute”.

4. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If bidders fail to enclose the documentary proof for eligibility, their bids will be summarily rejected.

S.No	Eligibility Conditions	Documentary Proof to be submitted
1.	Bidder should be a partnership_private or/public limited company should LLP have been in existence for minimum of Last Proceeding three years as of March 31,2024	Certificate of Incorporation issued by the Registrar of Companies and other relevant documents
2.	The Bidder should have an Office in Tamil Nadu March 31, 2024(minimum 5 years)	Address proof for telephone bill / EB Bill – one bill per quarter for past 3 years.
3.	The Bidder should have experience of minimum 3 years in providing human manpower on outsource basis as of March 31 2024	Copies of Work Order / Invoices for minimum 3 years as of March 31 2024

4	Bidder should have an annual average turnover of minimum Rs.10 Crores in the last three audited financial years (i.e. 2021-22,2022-2023,2023-24)	Copies of the Audited Balance sheets and Profit and Loss account for 3 years. (i.e. 2021-22,2022-2023,2023-24)
5.	Bidder should have experience in providing manpower to any organization in Government sector for a minimum period of three years.	Copies of work order / invoices
6	Bidder should have accounted a minimum revenue of Rs.5 cr Without GST from outsourcing of manpower on outsource basis in any last 3 financial year(i.e. 2021-22,2022-2023,2023-24)	Copies of Work Orders/Invoices with certificate from Chartered Accountant. (i.e. 2021-22,2022-2023,2023-24)
7.	The Bidder must be registered with GST with a valid PAN and Labour welfare department, EPFO & ESIC.	GST registration with valid PAN certificate and Certificate of registration with Labour department, EPFO Certificate , ESIC Reg No establishment
8	The Bidder shall submit proof of single work order for deployment of manpower of having more than INR.1 cr executed in the past three years.	Copy of Work Order and invoices
9.	The Bidder should have deployed a minimum of 500 personnel spread across minimum 10 Districts in Tamil Nadu for a continuous period of one year to any Government organization during the past 3 years	Copy of Work Order and invoices along with the list of deployed resources for minimum of 500 personnel
10.	Bidder should have financial capability to handle the services by mobilizing enough funds in advance to disburse payment to the resources deployed for atleast two	Banker's certificate to this effect to be produced.

	months (Approx Rs.50 Lakhs per month) without waiting for payment from CTA.	
11.	Should not hold any sanction / black-listing by any government / quasi-government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) persisting as on the bidding date.	Undertaking letter to be submitted stating that the Bidder was not blacklisted by any State / Central Govt. / Statutory Government bodies during the past three years as on the bidding date.
12.	The Bidder should have minimum 2 nos ISO9000 series certification or higher.	Copy of certificate to be attached (with Proof)
13.	The Bidder must have a Positive Net Worth in at least three years in the preceding five audited accounting years	Attach a certificate from the Chartered Accountant or the Annual Report for those three audited years showing Positive Net Worth.
14.	The Bidder should have valid PAN and Goods and Services Tax (GST) Registration.	The Bidder should enclose the Registration Certificate for Goods and Services Tax (GST). Submit GSTR-3b for the last 3 months and Tax paid form.

5. Bid Preparation and Submission

The Bidders should bear all costs associated with the preparation and submission of Bids. CTA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2. Availability of Tender Document

The Tender Documents may be freely downloaded from the portals as mentioned in the Tender Schedule.

5.3. Earnest Money Deposit (EMD)

- a. An EMD amount as specified in the Tender Schedule should be paid through Online. The EMD of the unsuccessful Bidders will be auto-refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by CTA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- b. The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c. The EMD amount will be forfeited by CTA, 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 Bidder fails to remit Security Deposit within the respective due dates.
- d. Successful bidder will have to submit Security Deposit in form of performance bank guarantee to the tune of 5% of the contract value for 1 year period.**

5.4 Letter of Authorization

A letter of Authorization from the Board of Directors / Appropriate Authority authorizing the Tender submitting authority or a Power of Attorney shall be submitted in the bid, otherwise the Bids will be summarily rejected.

5.5 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Job categories 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.

The Technical Bid will be examined by an evaluation committee on the basis of responsiveness to the scope of work, applying the evaluation criteria. The details and the documents provided in the Technical Bid will be taken up as reference for evaluation.

5.5.1 Technical Bid

- a) The content format of the Technical Bid will be presented in the tender site and the bidder has to submit the relevant documents in the format, as required in the tender against each item. The Bidder has to verify each submitted document and then sign the same before final submission.
- b) The Technical Bid Format should not be changed or altered or tampered. If the Bid format is found to be tampered, the Bids will be summarily rejected.
- c) The Technical Bid documents submitted should not contain any Price indications strictly; otherwise the Bids will be summarily rejected.

The Technical Bid will be evaluated based on the compliances filled up in the Technical Bid and also all the terms and conditions of the tender. The tenders that do not conform to the tender conditions and tenders from firms without adequate capabilities for execution of the work as per tender requirements shall be liable for rejection. All eligible tenders will be considered for further evaluation. The technically qualified Bidder alone will be informed of the date of opening of the Price Bid. The Price Bids of technically qualified Bidders will alone be opened and evaluated. The decision of CTA will be final in this regard.

Tender document that contains incomplete information are liable for rejection.

5.5.2 Financial Bid

a) The financial Bid have to be submitted through online in BOQ format.

b) The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bid will be summarily rejected.

c) The Price Bid Form should not contain any conditional offers or variation clauses, otherwise the Bid will summarily be rejected.

d)The Prices quoted shall only be in **INDIAN RUPEES (INR)**. The tender is liable for rejection if Price Bid contains conditional offers.

e) The cost quoted by the Bidder shall include all cost and expenses Plus applicable taxes separately .

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 period of providing services or extended Period other than increase of taxes payable to the Governments in India within the stipulated period. The Bidders should particularly take note of this factor before submitting the Bids.

g) The Prices finalized after negotiations should be kept valid during the Rate Contract period and no escalation in the final price will be entertained.

- The Price Bids of the technically qualified Bidders alone will be opened and evaluated.
- The bidders should quote their service charges (in %) for 56 Assistant programmers.
- The Service charges exclusive of taxes quoted as percentage (%) on the monthly remuneration to be paid to the resource will be the basis for deciding the L1 rates, L1 bidder.

5.6 Bid closing date and time

The Bids should be submitted through e-tender portal than the date and time specified in the Tender Schedule or Corrigendum if published. The Tender portal will automatically lock the date and time exactly on the scheduled due date and time. the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.7 Withdrawal of bids

Bidders can withdraw their bids submitted earlier, in case they do not want to participate in this tender, before the bid closing date and time. Bidders should note that once withdrawn, bids cannot be submitted again for this tender.

6. Tender Opening and Evaluation

6.1 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 authorization letter from the Bidding authority. AOnly one representative for each Bidder would be allowed to attend the Tender opening.

6.2 Bid Validity

The offer submitted by the Bidders should be valid for a period of 90 days from the date of opening of the Tender as per TTT Act,

6.2a Rate Contract Validity

The Rate Contract will be valid for 3 years from the date of release of the Work order,. The Successful Bidder should keep the Price firm during the period of Contract including extension of Contract period if any.

6.3 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 Authorization;
3. received without EMD amount
4. found with suppression of information or incomplete information; furnished with conditional offers;
5. submitted without supporting documents in compliance to the Eligibility criteria and Evaluation Criteria;
6. Non-compliance of any of the clauses stipulated in the Tender; lesser validity period.

All responsive Bids will be considered for further evaluation.

The decision of CTA will be final in this regard.

6.4 Clarifications by CTA

When deemed necessary, CTA 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, CTA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of CTA as stated above, such Bids may at the discretion of CTA, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1. Suppression of facts and misleading information

- a. During the Bid evaluation, if any suppression or misrepresentation of fact or any of its kind, is brought to the notice of CTA, then CTA shall have the right to reject the Bid and if after selection, CTA would terminate the contract, as the case may 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 of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, CTA shall have the right to seek the correct facts and figures or reject such Bids without assigning any reason
- c. It is up to the Bidders to submit the full set of copies of the proof documents to meet out the criteria. Otherwise, CTA at its discretion may or may not consider such documents.
- d. The Tender calls for full set of copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2 Technical Bid Evaluation

- a) Technical / Tender Evaluation Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation 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 will be rejected and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

6.5.3 Financial Bid Evaluation

- a) The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this Tender. The Price Bids will be opened in the presence of the Bidders who are all present at that time at the CTA Office. The Bidders or their authorised representatives (Maximum – 2) will be allowed to take part in the Price Bid Opening.
- b) Price Bid evaluation will be done as per the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tender Rules 2000 there on.
- c) Following method of price evaluation will be adopted.
 - The Price Bid Evaluation shall include State Goods and Service Tax, Central Goods and Service Tax and Integrated Goods and Services Tax. The GST rates quoted should comply with the statutory guidelines and will be paid as applicable at the time of billing.
 - The prices will be evaluated as follows and the decision of CTA will be final.
 - **The bidder who quotes lowest Service charges (in %) will be called as L1 bidder.**
 - The CTA reserves the right to split the works to more than one eligible bidder at the matter of safe at his full discretion
- d) All the Bidder(s), who are selected after the Price Bid evaluation will be called as Successful Bidder/s.
- e) The Successful Bidder cannot claim orders from CTA as a matter of right.

- f) CTA reserves the right to cancel the tender and retender to invite the competitive offers / quotes after a thorough analysis of the tender specification terms and conditions.

6.6. Negotiations with Successful Bidder of Manpower Agencies

- Negotiations will be conducted with the L1 Bidder reduction in price.
- CTA reserves the right to cancel and transfer this contract based on the HOD's feedback/Complaints and through on performance evaluation by CTA from one Outsourcing agency to another in the interest of the user.

6.7 Award of Contract

- a) Orders will be placed to the L1 Bidder/s 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.
- b) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained.

6.8 CTA reserves the right to:

- 6.8.1 Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- 6.8.2 Insist on quality service.
- 6.8.3 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.
- 6.8.4. CTA reserves its right to withhold any amount, for the deficiency in the service.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawal

The right of **final acceptance of the tender** is entirely **vested with** the CTA who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of CTA to communicate with rejected Bidders. After acceptance of the tender by CTA, the Bidder should have no right to withdraw his tender or claim higher price. The tender acceptance authority may also reject all the tenders or terminate the contract for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents, calamities and other unforeseen circumstances.

7.2 Letter of Acceptance (LOA)

- a) After successful completion of the negotiations, the Letter of Acceptance of tender is issued to the Successful Bidders by CTA.
- b) Selection will be initially for a period of Two years on same terms and conditions or additional mutually agreeable conditions.
- c) The rates finalized shall remain valid during the period of contract.
- d) No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained.

7.3 Payment of Security Deposit (SD)

The Successful Bidder will be required to remit Performance Security Deposit. The EMD amount paid by the successful bidder will be converted as the performance security deposit and returnable on successful completion of the contract period. Alternatively, the Security Deposit can be paid in the form of unconditional irrevocable Bank Guarantee as per the sample format valid for a period of 27 months from the date of LOA , and is payable **within fifteen days** from the date of LOA. If the accepted Bidder fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by them will be forfeited to CTA and their tender will be void.

7.4 Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within one week from the date of Letter of Acceptance issued by CTA with such changes /modifications as may be indicated by CTA at the time of execution on receipt of confirmation from CTA.

- 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 CTA. CTA reserves its right to cancel the order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their offer/bid will be deemed to be 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 violations of any of the conditions the contract will be terminated without prejudice to the rights of CTA and CTA also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Work Order and implementation of contract

After the execution of the agreements specified in the Technical Bid Document and after receipt of the Security Deposit, CTA will release the formal Work Order to the Bidder(s) from time to time during the contract period duly indicating contract terms including payment.

7.6 Refund of (EMD)

The EMD amount paid by the Successful Bidder 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 Bank Guarantee, the EMD will be refunded. The EMD amount of the unsuccessful bidder(s) will be refunded upon finalization and issue of LoA to the successful bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply subject to satisfaction of CTA and after 27 months. Such completion would be arrived at when the entire service is provided by the Bidder as per the Contract Agreement and as per the LOA or order including Work Order(s) issued by CTA.

7.8 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to act according to the Tender conditions withdraw the offer after receipts of Letter of Acceptance/Work Order his Earnest Money Deposit will be forfeited by CTA.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by them will be forfeited by CTA and the tender will be void. If the successful bidder fails to sign the contract within the stipulated time, then the EMD / SD remitted will be forfeited and the tender will be void.

7.9 Termination of Contract

7.9.1 Termination for default

CTA 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 in part, (i) if the Successful Bidder fails to Provide Manpower/Services within the time period(s) specified in the Contract, or within any extension thereof granted by CTA; 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 CTA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

7.9.2 Termination for Insolvency

CTA 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 CTA.

7.9.3 Termination for Convenience

CTA may by written notice with a 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 CTA'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.

7.10. Execution of Work Order

Successful Bidder alone will be liable or responsible to CTA for due fulfillment of terms and conditions of the tender. The Successful Bidder should nominate and intimate to CTA an Account Manager specifically to handle the Work Order and ensure that he should fully familiarize himself with the terms and conditions of the tender, scope of work and the guidelines, and is responsible to effectively execute the Work Order complying all the terms and conditions.

The Outsourcing Agency on receipt of work order has to meet the officials of CTA and arrange for deployment of resources and inform to officials of CTA on the details of

deployment of resources and other details of implementation of the work assigned and the progress.

The Outsourcing Agency have to arrange deployment of resources within 7 days from the date of receipt of work order. Otherwise LD will be applicable.

7.11 Assigning of Tender whole or in part

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 CTA.

7.12 Liquidated Damages and Penalty:

- (a) **Liquidated Damages:** LD at 0.25% per day to the maximum of 10% is applicable on each Invoice value or part of undeployed manpower thereof for the delay in deployment of resources at the designated locations after selection of resources and from the date of issue of work order by CTA.
- (b) Outsourcing Agency is permitted to have 7 days to complete their internal process of issuing the Appointment/engagement letter to resources with clear structure of contract payment. These 7 days is in addition to the Notice Period accepted by the CTA during the selection process or intimated to the selected resource.
- (c) The Engagement/Appointment letter issued by the Outsourcing Agency should clearly mention the last date to report at the designated location/ authorities duly taking into consideration of the “Notice Period” indicate by the candidates.
- (d) If the selected resource is not joining duty within the permitted Notice Period, the engagement of the resource is liable for cancellation and alternate resource should be arranged by the OSA.

7.13 Other Conditions

CTA reserves the right 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 CTA for good and sufficient reasons.

8. Validity on Contract and Service Charge

The Rate Contract tender and the Service charge will be valid for a period of 36 months from the date of signing of Agreement. CTA reserves the right to split the contract and offer it to other Successful Bidders under the Rate Contract at any time during the contract period without change in rates and other terms of contract.

The contract period can be further extended on mutual agreement basis without any change in rates or the terms and conditions as per the TTT Act.

9. Payment Terms

- No advance payment will be made.
- Payment will be released after scrutiny of the invoice submitted along with the required documents against each LOA / Work order along with the submission of previous month's EPFO/ESIC and other statutory remittances in respect of employees deployed for CTA as per Government rules, procedures, guidelines, tender requirement etc. CTA will take care to settle the payment to OSAs within a reasonable time of about 30 days from the date of acceptance of claims.
- The TDS as applicable should be deducted and certificate should be issued to the resources with submission details to CTA.
- The contract payment to the resources should be supported by the documents such as pay slip either through online access or email indicating the breakup details of the payment.
- ID card should be issued within 30 days of contract engagement and submit proof along with claim / bills.
- The payment for statutory authorities such as EPFO and ESIC to be paid properly and proof of document to be submitted to CTA with the name, A/c no and details of payment clearly indicated along with the claim for payment. The outsourcing Agency to facilitate the resources with details of statutory payments and also for on-line verification and validation. Failure on this part will be treated as a lapse on the part of Outsourcing Agency and action will be taken accordingly.
- **Payment Claim by Outsourcing Agency at CTA:** Outsourcing Agency to submit claim for payment with Invoice and other support documents for having made the contract payment to the resources including statutory payments to the respective of agencies with details of payment, A/c no, date of payment within 10th of every successive month.
- Late Claim will attract penalty of 0.25% per day on the total claim of respective invoice subject to the maximum of 10% of that Invoice value
- Payment to the resources and payment to be received from CTA should be dealt separately and under no circumstances to be linked. Non receipt of payment from CTA should not be cited as reason for default to pay to resources.

- Outsourcing Agency to generate and keep sufficient funds to pay the resources in time without awaiting the funds/ settlement of claim from CTA for at least 2 months.
- Payments shall be made promptly by CTA, generally within thirty (30) days after acceptance of an invoice by CTA.
- The mode of payment will be through Electronic Clearance System(ECS) or crediting in the account of the respective bidder for which bank name, Branch, type of account, account No., etc. or the cancelled cheque / First page of passbook should be furnished.
- Income Tax: As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source(TDS),
- The Successful Bidder hereby agrees to get the refund of incentive, if the Government or any other appropriate agency reduces the GST or give incentive of any type retrospectively after releasing the Payment failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- All taxes and other levies imposed by Governments in India will be paid actual as applicable.
- The selected bidder's request for payment shall be made to the CTA in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract. The Selected Bidder shall submit the invoice for payment on a monthly basis.
- In case of early termination of the Contract between the CTA and the successful bidder, the payment shall be made to the successful bidder as mentioned herewith only towards performance of the contract to the extent not terminated.
- The currency in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the outsourcing agency.
- In case of dispute, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- The Taxes as applicable during the contract period as specified in the Tender will be paid by CTA. In case, the Taxes have been reduced retrospectively/prospectively, the successful bidder shall be liable to return the same to CTA.

- The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. CTA will not be responsible or liable for default on payment of axes to the statutory authorities.

10. SELECTION, DEPLOYMENT AND MANAGEMENT OF RESOURCES:

- Outsourcing Agency to have a resource pool / resource bank to arrange the sufficient number of resources within a short notice (7 days) to CTA for selection and approval of candidates.
- Outsourcing agency to select the suitable resources/candidates from their resource bank based on the qualifications/special skills, experience, expertise etc indicated by CTA and send their list of selected suitable candidates with details of skill sets mapped with requirement by e-mail/fax/letter etc for approval of CTA.
- If the candidates have been approved by CTA, then the details of the approved candidates will be informed by CTA for issuance of work order and subsequently deployment of resources to be done by Outsourcing agency as agreed with CTA.
- The responsibility of the selection of suitable resources rest with the Outsourcing agency and the approval of candidates with CTA authorities only. The Outsourcing agencies have to send the resume with copies of documentary proof only of the suitable candidates and not of the candidates who are not meeting the requirement criteria.
- The resources deployed have to work for minimum 8 hours per day on all working days including Saturdays except Sundays and other Government holidays for the designated offices, where the resources are deployed.
- 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 also 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.
- Payment to the resources should be deducted from their contract payment for the leave days except 1 day Casual Leave which are taken by the resources. If the resources are taking any unauthorized leave for three or more days should be replaced by another suitable resource by the outsourcing agency.

- While taking attendance sheet / certificate from the CTA authorities, care should be taken by Outsourcing Agency to take a clear certification on “Satisfactory performance of the resources both in terms of work and conduct”.
- Alternative resources to be arranged in 7 days time in the event of the original/regular resource have not reported for duty for a maximum of 3 days without prior information / permission. OSA can arrange any suitable stop gap arrangement with permission duly informing CTA.
- Any settlement of payment to discontinuing resources can be made by the outsourcing agency only on obtaining “No Objection or No due” certificate from the user location.
- The administrative management of resources is purely the responsibility of the outsourcing agency and in no way CTA is responsible. The outsourcing agency should indemnify CTA on this.

Implementation Timeline

The period of contract shall be 3 years. If required, CTA reserves the right to extend the period of contract for a further period under the same terms and conditions of the contract, based on the satisfactory performance from the selected Agency as per TTT Act.

OSA Monitoring

The following Service Levels are expected from the Selected Agency throughout the contract period and in case of lapses, penalties as stated below are applicable. The penalty shall be deducted while making payments to the invoices raised by the agency for the services provided.

- (a) If the penalty levied on Outsourcing agency in a financial year exceeds 10% of the amount paid to the outsourcing agency during the year of providing of Manpower as per this Tender, CTA reserves the right to invoke termination clause or terminate the contract all-together.
- (b) If the successful bidder is not able to fulfill any resource requirements for a period of six consecutive months, CTA reserves the right to invoke termination clause or terminate the contract all-together. This clause may not apply where the failure of the successful bidder could be attributed to CTA for not opening any positions for recruitment in the said period.
- (c) CTA also reserves the right to invoke the Performance Security Deposit furnished by the successful bidder at the time of signing the Contract if for any reason stated in the Contract document; the Contract of the successful bidder is terminated.
- (d) CTA reserves the right to ask for additional amount as Security Deposit in case the outstanding penalties exceed the Security Deposit and the same has to be furnished within 15 days from the date of receipt of Intimation from CTA.

Confidentiality

The selected agency(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of CTA or its clients without the prior written consent of CTA.

Review and Monitoring

The successful bidder would be accountable to CTA for successful implementation of the contract. CTA will hold review meetings and the successful bidder should report the progress to CTA and adhere to the decisions made during the review meeting.

Exit Clause

a) At the time of expiry of contract period, as per the contract between the parties, the successful bidder should ensure a complete knowledge transfer to the new professional replacing them within a period of 4 weeks. The successful bidder at the time of exit process will supply the following.

- i. All information relating to the work rendered
- ii. Project data and confidential information
- iii. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to CTA or any other agency identified to carryout due diligence in order to transition the provision of services to CTA or any other agency identified.

11. CATEGORIES

CATEGORY - 1:Assistant programmers

S.No	Job Name	Minimum Qualification & Skill Set	Minimum Experience
1.	Assistant programmers	Msc(Computer Science) or MCA / M.Tech or B.E/B.Tech (CSE/ECE/EEE).	3years

Note: 1) The contract payment is inclusive of all statutory remittances for the resources such as EPFO, ESIC, Bonus and Labour welfare fund into their respective account with proof of remittances.

2) Annual increment to the resources is not routine and is considered based on the Performance certificate issued by the CTA Authority on successful completion of services by the resources for one year.

12. Deviations

The tender should be for the complete scope of work, as per the tender. However, in case of any deviations, the **Bidder should clearly fill up any deviation only in the Technical Bid document**. Any deviation mentioned elsewhere in the tender but not clearly stated under this section will not be considered. The deviations have to be cleared as part of Technical bid evaluation and only clearance the tender will be qualified for Price bid opening. Tender with deviations and conditional forms are not acceptable and are liable for rejection.

13. Rejection Criteria

- Tenders not submitted in the form specified as per clauses in the Tender document will be summarily rejected.
- The tenders without the EMD amount will be summarily rejected.
- Tenders with incomplete information, subjective and conditional offers as well as partial offers are liable for rejection.
- Tenders submitted without filling the details about the Bidders experience, technical compliance etc are liable for rejection.
- Tenders with variance / contradiction between Technical Bid and Price Bid will be liable for rejection. If the offer does not meet the tender requirements, the Managing Director of CTA reserves the right to reject offer without assigning any reason whatsoever.
- Tenders submitted without proper attachments and documentary proof such as audited financial Statements of the Bidder etc. is liable for rejection.
- In addition to the above rejection criteria, if there is non-compliance of any of the other clauses of this Tender Document, the tender is liable for rejection.

14. Emoluments

The monthly remuneration to pay to the manpower to be engaged will be fixed by CTA and there will be minimum 5% increment will be paid yearly.

The following are the proposed payment to the Assistant programmers by the agency

Per month in Rupees

Basic pay	23890
Allowance	10238
Gross	34128
EPF 12% Employer	2867
Total	36995

The Assistant Programmers are also eligible for actual TA/DA subject to a maximum of Rs.2000/- (Rupees Two Thousand only) per month.

The agency shall quote their services charges as percentage of the above amount per month.

The GST will be paid separately by CTA at prevailing rate.

15. Placement

CTA will intimate the locations in writing where the manpower needs to be supplied. CTA will send a written recommendation to the Manpower Agency if it wishes to relocate any of the manpower.

The tentative breakup of places of deployment is as given below

Sl.No	Place	No of Resources
1	O/o Commissionerate of Treasuries and Accounts	3
2.	O/o Regional Joint Director	6
3.	O/o Pay and Accounts offices	8
4.	O/o District Treasuries	38
5	O/o Pension Pay Office	1
	TOTAL	56

This will be subject to change at the discretion of CTA

16. Payroll

CTA will intimate the Manpower Agency in prescribed format details of attendance, leave from the manpower on before the 5th day of every month.

17. Payment of Contract Payment to the Resources

The Salary to the resources has to be released by the manpower agency by way of RTGS/ECS on or before 10th of every month. Please also refer the Payment clause above.

18. Withdrawal of Manpower

CTA will request through its designated personnel for withdrawal of manpower in case of theft, fraud and acts that constitute moral aptitude. In such cases, the manpower agency should immediately withdraw the manpower and suitable legal action to be initiated against the existing person.

19. Statutory Compliance

Manpower Agency should comply with all the statutory requirements like Contract Labour, EPFO, ESIC, Gratuity, Bonus, Leave, Professional Tax etc. including the monthly contribution to be deposited with the statutory authorities in respect of the manpower supplied to CTA.

The Manpower Agency will be solely and exclusively responsible for payment of salaries other allowance benefits to the manpower supplied to CTA

The Manpower Agency should submit suitable documentary evidence pertaining to payment of EPFO, ESIC etc. for the manpower supplied to CTA as demanded by CTA.

20. Working Days and Working Hours

The manpower supplied should work in the working days and working hours stipulated by CTA. In lieu of manpower absent for more than 3 days, necessary replacement has to be provided by the manpower agency.

21. Other special Conditions

The Manpower supplied shall work under the guidance, instructions of the Commissioner of Treasuries and Accounts and other Senior Officers of CTA wherever the resources have been deployed. Further, it may be noted that, CTA as per the requirements, may increase or decrease the no. of manpower required. It is not mandatory on the part of CTA to keep the number of manpower supplied as constant throughout the contract period.

Annexure – 1 Sample Form of Agreement

(To be executed on a Rs. 100/- Stamp paper by the successful Bidder)

Selection of Manpower Outsourcing Agency on Service charge and Rate Contract basis for various categories of resources through the Tender No: Rc.No.41427/OP2/2022

This Contract entered into thisday of2024 at Chennai between CTA having its Office at 571,3rd Floor, Perasiriyar K.Anbazhagan Maaligai,, Anna salai, Nandanam, Chennai 600 035, hereinafter referred to as „CTA“ (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and

_____ the -----(hereinafter referred to as the „Contractor“ (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas CTA has invited a Rate Contract tender No. Rc.No.41427/OP2/2022 for **Selection of Manpower outsourcing Agencies on Service charge basis for engagement of 56 Assistant Programmers on Rate Contract.**

Whereas CTA and the Contractor in pursuance thereof have arrived at the following terms and conditions:

- This Contract shall remain in force during the contract period of Two years commencing from the date of signing of this Contract. CTA may terminate this contract where the Contractor is in breach of the terms and conditions of this contract and fails to remedy that breach on 7 days“ written notice from CTA. Termination of this contract by CTA will not relieve the Contractor of its liability as agreed.
- The Contractor agrees to undertake due compliance of all Terms and Conditions specified in the tender document within the stipulated period prescribed by CTA at all inclusive rates as mentioned below. These rates are firm and are not subject to enhancement during the contract period.
- Service Charges payable for supply of required manpower in the following categories will be as below.

S.No	Description of the category of Manpower / resources	Rate in percentage (%)
1	Category – 1: Assistant Programmer	

- The contract payment payable to resources is as per Annexure – 1: **(Will be decided in consultation with the selected and empanelled Manpower Agencies)**
(The qualification, experience, special skills, preferences, contract payment etc for any other specific requirements or any revision in the existing categories during the contract period will be decided by CTA.

Roles and Responsibilities of the incumbent

- 1) All the Assistant Programmers have technical knowledge in the existing systems such as Web Payroll, ATBPS, e-Pension and IFHRMS. With this knowledge they are able to identify the issues while implementing IFHRMS and this leads to early solutions and to run the earlier packages smoothly whenever it requires.
- 2) All the Assistant Programmers are given special training in the IFHRMS Application by the System Integrator and their function as master trainers to train the end users (DDOs).
- 3) The Assistant Programmers are helping the DDOs in the datavalidation and coordinating with WIPRO for the completion of data validation
- 4) The Assistant Programmers are coordinating with SI and DDOs for completion of post mapping of the employees, assigning the audit roles for bill passing in treasury and bill grouping, which is a continuous process as the employees keep changing due to transfer, retirement, new recruitment etc.
- 5) Assistant Programmers are coordinating DSC (Digital Signature Certificate) which is used by DDOs, and it is an ongoing process.
- 6) Assistant Programmers are also involved in analyzing of Management Information System (MIS) reports for monitoring the progress of the activities
- 7) In Enterprise Monitoring System (EMS), Assistant Programmers play a major role in monitoring Connectivity issues with TNSWAN and AIRTEL, Hardware issues (Systems, Printer, and Scanner etc.) and other technical issues in all Treasuries in the State.
- 8) In the generation of Monthly accounts through IFHRMS, the Assistant programmers will play a vital role in tallying the accounts as they are all having good knowledge in the accounts preparation by the Treasuries and Pay and Accounts offices.
- 9) Assistant Programmers are involved in clearing CPS Missing Credit by uploading the CPS

text file on monthly basis to Govt. Data Centre.

- 10) By using their services, the details of NPS of All India Service (AIS) is uploaded in NSDL website on monthly basis.
- 11) The Assistant Programmers are helping the implementation of e-Office in the District Treasuries / PAOs / RJDs and Sub Treasuries by giving training to the Staff of the Treasuries and Accounts Department.
- 12) The services of the Assistant Programmers will be utilized in the implementation of cloud based asset management system which is going to be implemented shortly.
- 13) Any other role and responsibility assigned by CTA during the period of Services

1. The service charges is for the category wise and any new addition of resource type will be placed under a category and the service charges applicable for the category will be applicable for all the items (types of resources) in that particular category.
2. The above service charge rates are firm and are not subject to change irrespective of any increase in taxes and other levies imposed by Governments in India and also in the amount paid or incurred by the Outsourcing Agency for the manpower provided to CTA.
3. The Contract or any part in it should not be transferred or assigned by the Outsourcing Agency directly or indirectly to any person or persons whomsoever without the prior written consent of CTA.
4. Neither CTA nor the Contractor is 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, accidents or disruptions including but not limited to fire and explosions.
5. The tender document (**Ref. No: Rc.No.41427/OP2/2022due on**) along with the enclosures, the offer submitted by the Contractor, the negotiated and finalized terms and conditions and the Work order issued by CTA respectively will form part of this contract. Wherever the offer conditions furnished by the Contractor are at variance with conditions of this contract or conditions stipulated in the tender document, the latter shall prevail over the offer conditions furnished by the Contractor.
6. Unless otherwise provided in the Contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Contractor to CTA 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 sent by post should be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.
7. Any notice to the Contractor given or required to be given hereunder should be sent either by
 - 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 should 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 acknowledgment of receipt.

8. In case of breach of any of the conditions of the contract by the Contractor during the contract period CTA reserves the right to recover costs / liabilities arising due to such breach from the Contractor. The total liability, however arising, of the Contractor under the contract is limited to the amount payable to the Contractor by CTA under the contract.
9.
 - a) All statutory obligations / liabilities like ESI, P.F. etc. as per applicable laws for the manpower deployed for this contract will be the responsibility of the Contractor.
 - b) The manpower deployed by the Contractor will have no right in any manner to claim any benefits / rights with CTA.
10. The Contractor shall indemnify and keep always indemnified the CTA against any losses, damages, expenses, costs which may be suffered / incurred by CTA by reason of any commission and / or omission by the Contractor in the execution of this contract.
11.
 - a) **Termination for default:** CTA 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 Contractor terminate the contract in whole or part, (i) if the Contractor fails to deploy man power within the time period(s) specified in the Contract, or fails to provide manpower as per the Delivery Schedule or within any extension thereof granted by CTA: or (ii) if the Contractor fails to perform any of the obligation(s) under the contract: or (iii) if the Contractor , in the judgment of CTA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
 - b) In the event of CTA terminating the Contract in whole or in part, CTA may engage Manpower services through other alternate Manpower Agencies, upon terms and in such manner as it deems appropriate, similar to those deployed by the Contractor and the Contractor shall be liable to CTA for any additional costs for such similar services. However, the Contractor shall continue the performance of the contract to the extent not terminated.
12. **Termination for Insolvency:** CTA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CTA.
13. **Termination for Convenience:** CTA may by written notice with a notice period of 7 days sent to the Contractor, 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 CTA'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 Contractor would not be entitled to any compensation whatsoever.

14. Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved by the parties mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute.

In case the parties failed to resolve the disputes amicably within the time frame agreed and in the manner stated supra, the aggrieved party shall approach the Court in Chennai city alone to the exclusion of all other Courts to adjudicate the unresolved dispute.

15. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the 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

for and on behalf of

(CTA)

Contractor

Witness:

Witness:

Annexure -2 BANK GUARANTEE FORMAT

Tender No. Rc.No.41427/OP2/2022

To

The Commissioner, Department of Treasuries and Accounts , Government of Tamil Nadu
No.571, 3rd Floor, Perasiriyar K.Anbazhagan Maaligai,
Nandanam, Anna Salai,
Chennai - 600 035.

Tel No: +91-44-24321761

Bank Guarantee No.
Amount of Guarantee:
Guarantee covers from
Last date for lodgment of claim:

This Deed of Guarantee executed by -----(Bankers name and Address), having our head Office at -----(address)-----(hereinafter referred to as “the Bank”) in favour of CTA having office at No.571, 3rd Floor, Perasiriyar K.Anbazhagan Maaligai,Nandanam, Anna Salai, Chennai - 600 035, (hereinafter referred to as “the Beneficiary “) for an amount not exceeding Rs (in words) as per the request of M/s.(Name & Address) (hereafter referred to as Manpower Outsourcing Agency(s)) against order No. _____ Due on_____of CTA . This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.----- --(in words) and the guarantee shall remain in full force up to -----and cannot be invoked otherwise by a written demand or claim by the beneficiary under Guarantee served on the Bank on or before --.

AND WHEREAS it has been stipulated by you in the said ORDER that the Manpower Agency shall furnish you with a Bank Guarantee for the sum specified therein as a security for compliance with the Manpower Agency performance obligations for a period of Two years in accordance with the contract.

AND WHEREAS we have agreed to give the Manpower Outsourcing Agency a Guarantee.

THEREFORE, we (Bankers name and address)----- hereby affirm that we are Guarantors and responsible to you on behalf of the Manpower Outsourcing Agency(s) up to a total of Rs.-.....(in words) and we undertake to pay you, upon your first written demand declaring the Network Integrator(s) to be in default and without any demur, cavil or argument , any sums within the limit of Rs.----(in words) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until ----- and we hereby undertake to extend the guarantee for further period as may be agreed between you and the Manpower Outsourcing Agency(s) Notwithstanding anything contained herein:

1. Our liability under this guarantee shall not exceed Rs /- (in words).
2. This bank guarantee shall initially be valid up to --.
3. 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 authorized Officer, has set its hand and stamp on this day of..... 2024, at Chennai.

Witness:

(Signature)

(Name in block letters)

Annexure-3 Format for Clarifications / Amendments

FORMAT FOR QUERIES ON TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS

FOR TECHNICAL SPECIFICATIONS:

Sl.No.	Page No.	Job Name	Existing Specification as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

TECHNICAL COVER

Tender No. Rc.No.41427/OP2/2022

1. Check list for Enclosures

Bidder should fill in the check without fail

Eligibility Criteria		(YES or NO)
1.	Certificate of Incorporation issued by the Registrar of Companies	
2.	Address proof for telephone bill / EB Bill – One bill per quarter for past 3 years.	
3.	ISO certificate mentioning the activity specifically for staffing services	
4.	Copies of Work Order / Invoices for minimum 3 years in outsourcing of manpower on contract basis as of March 31, 2024	
5.	Copies of the Balance sheet or Auditor's report for last 3 Audited financial years. Completed.(2021-22, 2022-23,2023-24)	
6.	Copies of work order / invoices for providing manpower for a minimum of three Government Departments in India for a continuous period of one year, in any of the last three financial years .(2021-22, 2022-23,2023-24)	
7.	Copies of Work Orders/ Invoices to be attached along with certificate from Chartered Accountant.	

8.	Service tax registration / GST certificate	
9	Copy of Work Order and invoices to be attached along with the list of deployed resources for minimum of 500 personnel to state / central government department with locations	
10.	a) Establishment EPFO Code No. in the Tender enclosing Annual Return acknowledgment for last 3 years. b) ESIC Registration No. for the establishment made to be attached. c) Registration with Labour Department	
11.	Undertaking letter stating that the Bidder was not blacklisted by any State / Central Govt. / Statutory Government bodies during the last three financial years as per Pg.No.6.	
12.	Whether scanned copy of payment made for NEFT / RTGS for Tender fee & EMD is attached?	
13.	Whether all the details are filled up against all section of the tender document?	
14.	Whether all the documentary proofs are attached as scanned copy against requirements mentioned in all sections of the tender document?	
15.	Whether EPFO/ESIC remittance Certificates for at least 50 employees attached?	

Note: Please ensure that all the relevant boxes are marked Yes/No against each column.

2. Profile of the Company

1.	Name of the Company	
2.	Year of incorporation (Enclose Incorporation Certificate)	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered office	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Name of Contact Person	
	Contact Telephone Number	
	Email Address	
5.	Local presence at Chennai	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Name of Contact Person	
	Contact Telephone Number	
	Email Address	
6.	List of Branch Offices	
7.	Registration Details	
	Permanent Account Number	
	GST Registration Number	
	EPFO Registration Number	
	ESIC Registration Number	
	Labour Department Registration Number	
8.	Banker's Name	
	Banker's Address	
	Account Number	

Note: The scanned copy of all the documentary proof for the above should be attached while submitting the Technical bid.

4. List of major Companies where manpower is supplied in Tamil Nadu / other than Tamil Nadu

S.No	Name and address of client	Category/type of manpower supplied	Period for which supplied	No of persons supplied

Total Employee strength of the Organization: _____

5. Declaration

I/We _____ agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date of opening of the Price Bid 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 CTA 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 CTA and furnish the Performance Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards PSD 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 to carry out the service contract as specified in the Tender by CTA.

I/We declare that the commercial 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 commercial bid is liable to be rejected if it contains any other conditions.

I/We hereby confirm that our firm has not been blacklisted by any State Government / Central Government.

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.

Signature of the Bidder