UNIVERSITY OF MADRAS

TENDER DOCUMENT

FOR SUPPLY OF MANPOWER TO VARIOUS DEPARTMENTS OF UNIVERSITY OF MADRAS.

1. ADVERTISED ON : 21.08.2021
2. PRE-BID MEETING : 01.09.2021 at 3.00 p.m.
3. LAST DATE & TIME FOR SUBMISSION OF TENDER : 21.09.2021 upto 3.00 p.m.
4. DATE & TIME OF OPENING OF TECHNICAL BIDS : 21.09.2021 at 4.00 p.m.

UNIVERSITY OF MADRAS
CHEPAUK
Chennai – 600 005
Tamil Nadu, India
Phone: 25399402, 25361055

Email: registrar@unom.ac.in

Website: http://www.unom.ac.in
# UNIVERSITY OF MADRAS

## TENDER DOCUMENT FOR THE SUPPLY OF MANPOWER TO VARIOUS DEPARTMENTS/SECTIONS

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1. SCOPE OF TENDER

Supply of Manpower to various Departments/Sections

The University of Madras is a public state University and was incorporated by an act of the Legislative council of India. It is a collegiate research university and has five campuses in the city viz. Chepauk, Marina, Guindy, Taramani and Chetpet. The University of Madras has proposed to outsource the manpower of various disciplines on contract basis for a period of one year.

The successful Tenderer shall supply the manpower for the various departments/section in the manner specified in the Tender.

The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 shall apply to this Tender.
2. NOTICE INVITING TENDER

Sealed tenders are invited from the reputed manpower agencies for supply of manpower. Bidding will be conducted under two cover system confirming to Tamilnadu Transparency in Tender's Act-1998 and Rules 2000.

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<tr>
<td><strong>1. Name of the work</strong></td>
<td>Supply of manpower to various departments/sections of University of Madras.</td>
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<td><strong>2. Cost of Tender Document and availability</strong></td>
<td>Tender document can be downloaded from the University website <a href="http://www.unom.ac.in">http://www.unom.ac.in</a> at free of cost.</td>
</tr>
<tr>
<td><strong>3. Earnest Money Deposit (EMD)</strong></td>
<td>Rs. 2,00,000/- (Two Lakh only) Firms claiming exemption for EMD should submit a copy of relevant documents including the documents showing the exemption from payment of EMD.</td>
</tr>
<tr>
<td><strong>4. Date of Pre-Bid Meeting</strong></td>
<td>01.09.2021 at 3.00 p.m.</td>
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<td><strong>5. Last Date and Time for Submission of Tender</strong></td>
<td>21.09.2021 upto 03.00 p.m.</td>
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<td><strong>6. Due date and time for opening of Technical Bids</strong></td>
<td>21.09.2021 at 04.00 p.m. If the due date happens to be a holiday, the bids will be received and opened on the next working day.</td>
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<tr>
<td><strong>7. Contract Period</strong></td>
<td>One Year</td>
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**Consortium bids are not acceptable. For all other conditions / instructions please refer bid document.**

The University of Madras shall not be responsible for any postal delay or
any loss of Tenders in transit. The University of Madras reserves the right to amend or withdraw any of the Terms and Conditions in the Tender Document or to cancel / reject all the tenders received without giving any notice or assigning any reason.

The Tenderers are requested to view the above Websites for any changes / amendments / corrigenda in the Tender which may be issued up to 2 days before the last date for submission of the Tender.

Registrar i/c ,
Tender Inviting Authority,
University of Madras
3. Special Instruction for submission of Technical Bids

1. All pages of the Technical Bid should be signed by authorized signatory whose name should be communicated to the University of Madras with office seal without any omission.

2. The copies of performance certificates enclosed for the bids should be identified as the documents submitted by the bidder over the signature with office seal.

3. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.

4. Bidder should produce the originals for the performance / client certificate for verification when ever required with the copies of those certificates enclosed along with the bid.

The downloaded documents shall be properly page numbered and spiral bounded and submitted along with necessary documents at free of cost.
4. GENERAL INSTRUCTIONS TO THE BIDDERS

4.1. General Instructions:

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omissions or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

4.2. Definition of Terms and Expansion of Abbreviations:

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<td>Tenderer/Bidder</td>
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<td>2.</td>
<td>Successful Tenderer</td>
</tr>
<tr>
<td>3.</td>
<td>Day</td>
</tr>
<tr>
<td>4.</td>
<td>Cost</td>
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<tr>
<td>5.</td>
<td>EMD</td>
</tr>
<tr>
<td>6.</td>
<td>SD</td>
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4.3. Bid Document:

The Bid Document consists of the following

i. Scope of Tender
ii. Notice Inviting Tender
iii. Special Instructions for submission of bids
iv. General Instructions to the Bidders
v. Special Terms & Conditions of the Tender
vi. Letter of Tender
vii. Guidelines for recruitment
viii. Technical Bid
ix. Statements and Declarations
x. Price bid.

4.4. Qualification Criteria:

The bidders must fulfill the following eligibility conditions and also to submit documentary evidences in support of fulfilling these conditions while submitting the Technical Bid. The University will consider the Commercial Bid of the tenderers who qualify in the Technical bid. For those tenderers who are not qualified in the Technical Bid, the Commercial bid will not be considered for opening.

4.4.1. The Bidder should have experience at least three years (01.04.2018 to 31.03.2021) shall not be less than Rs.6 Crore per annum in the field of providing manpower services to Government and Quasi Government organizations such as Government offices, Semi Government Organizations, Public Sector undertakings and Government Higher Educational Institutions as on 31.03.2021 and should furnish the work orders for having supplied manpower to Government Department/Institutions/University/Govt. Undertaking/ Public Sector Undertakings. *(Copy of the work orders/performance certificates/agreement received from the Clients for the last three years as on 31.03.2021 should be enclosed).*

4.4.2. The annual turnover of the bidder during the previous three financial years (2018-19 to 2020-21) shall not be less than Rs. 50 crores per annum *(Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit & Loss statement for the last three financial years).*

4.4.3. The Bidder should have supplied 1000 Persons in all category put together in each of the last three years in Govt. Departments/ Universities/Institutions/Private organizations as on 31.03.2021. *(Client certificate is to be furnished. The tender will not be considered without the client certificate. The client certificate should indicate*
the manpower engaged, period of supply carried out and the value of
the work executed)

4.4.4 The Bidder should have registered under various Statutory Acts like
ESI, EPF Act, Labour Department and GST. (Copy of the Registration
certificates/ License obtained from the competent authority should
be enclosed).

4.4.5 The firm should be assessed for Income Tax, hence copies of IT
returns filed for the last two assessment years, that is for 2018-2019 and
2019-2020 be enclosed.

4.4.6 Firms without documents mentioned in sections 4.4.1 to 4.4.5.
will be rejected.

5. Change in Quantity:

The requirement of personnel given in the Notice Inviting Tender is
approximate and it is likely to vary. The University of Madras, if necessary, at
the time of placement of work order shall either increase or decrease the
quantity mentioned in the tender to the extent of 25%.

6. Pre-Bid Meeting:

There will be a Pre Bid meeting on 01/09/2021 at 3.00 p.m. in the
University of Madras, Chennai 600 005 during which the prospective Tenderers
may seek clarifications about the Tender. The Tenderers shall send their
queries, if any, in writing so as to reach the University of Madras at least two
days prior to the date of Pre-Bid Meeting. The Tenderers shall view the Websites
given in the Notice Inviting Tender for updated information like change in date /
venue etc., of the Pre-Bid meeting as the University of Madras may not be able
to identify and communicate with the prospective Bidders at this stage. Failure
to attend the Pre-Bid meeting is not a disqualification as it is optional. In
response to the relevant query of the prospective Tenderer, clarification will be
given in writing. Only the clarifications given in writing shall be valid.
7. Clarification regarding the Tender Conditions:

a) A prospective Bidder requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter and he will respond in writing to any relevant query regarding the Tender conditions. However correspondence in this regard or delay in getting reply from the University of Madras shall not be taken as an excuse for delayed submission of tender or non submission of tender.

b) The clarifications to the relevant queries will also be uploaded on the website of the University of Madras.

8. Amendments to the Tender:

(a) The University of Madras reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective bidders, solely at its discretion up to 48 hrs before 19.09.2021 (i.e.) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites: http://www.unom.ac.in

(b) Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing/e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the University of Madras.

(c) At its discretion the University of Madras may or may not extend the due date and time for the submission of bids on account of amendments / corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.

(d) All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The University of Madras will not be responsible for the failure of the tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

9. Language of the Bid:

The bid prepared by the bidder as well as all correspondence and documents relating to the bid shall be written in English language only.
10. **Non Transferability:**

The Tender Document sold to a tenderer is not transferable. It shall not be used by others and if used by others it will be rejected.

11. **Downloading of Tender Document:**

(a) The tender document can be downloaded at free of cost from the website [http://www.unom.ac.in](http://www.unom.ac.in) on A4 size paper and should be submitted in the form of a booklet. Submission of tender document in any other form will be rejected.

(b) The Tenderer shall download corrigendum, if any, published subsequently and submit along with the tender. Otherwise the tender will be rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum / amendment issued and uploaded on the above websites.

(c) The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change / addition / deletion are detected at any stage after the award of the tender, the EMD as well as Security Deposit remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be black listed from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

12. **Cost of Tendering:**

The tenderer shall bear all costs involved in the preparation and submission of tender and the University of Madras shall in no case be responsible or liable for the costs of tendering incurred by the tenderer, irrespective of the outcome of the tenders.

13. **Bid Validity**

1. Bid shall remain valid for a period not less than (90days) ninety days after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the University of Madras as non-responsive.
2. In exceptional circumstances, the University of Madras may request to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

14. Earnest Money Deposit (EMD):

1. An Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakh only) shall be paid along with the Technical Bid by way of Demand Draft obtained from a Nationalized / Scheduled Bank drawn in favour of the Registrar, University of Madras, Chennai -5 payable at Chennai. The Bank Guarantee towards EMD will not be accepted.

2. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned after the award of the Contract pursuant to the selection of the successful tenderer and on written request from the unsuccessful tenderer. The Earnest Money Deposit amount held by the University of Madras will not fetch any interest till it is refunded to the unsuccessful tenderers.

3. The Earnest Money Deposit amount of the successful tenderer will not be adjusted against the Security Deposit (SD) payable for successful execution of the Contract and will be returned only after successful completion of the contract.

4. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in Sub clause (1) above shall be rejected summarily by the University of Madras.

5. The Earnest Money Deposit amount shall be forfeited
   (a) if the tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document
   (b) in the case of a successful bidder, if the bidder fails to sign the agreement or to remit the Security Deposit within the specified time limit.
(c) If the bidder does not accept the correction of the bid price pursuant to clause 21(1).

6. Further the University of Madras will blacklist the contractor without prejudice to any action that may be taken against the contractor.

15. Submission of Tender:

15.1. Submission of Tender in Two Cover System:

Tender shall be submitted in two parts in original i.e Part-A and Part-B. The Part-A cover shall contain the EMD and Technical Bid as per clause15(2) and superscribed on the envelope as “Technical Bid- Part-A”- “Tender for Supply of manpower to various sections/departments of University of Madras”. On the Part-A cover, the Name and Address of the tenderer shall be written and sealed. The Part-B cover shall contain the Price-Bid- superscribed on the envelope as “Price Bid Part-B”- “Tender for Supply of manpower to various departments of University of Madras”. On the Part B Cover, the Name and Address of the tenderer shall be written and sealed. Both the Covers i.e., Part-A and Part-B shall be put in an envelope superscribing thereon “Tender for Supply of manpower to various sections/ departments of University of Madras” and the Name and Address of the tenderer shall be written on that envelope and it shall be sealed. The sealed envelope addressed to the Tender Inviting Authority i.e. the Registrar, University of Madras shall be handed over to the Office of the Registrar, University of Madras within the scheduled time and date of submission of the Tender. It may also be sent by post so as to reach the office of the University of Madras within the stipulated time and date of submission of the Tender. But the University of Madras shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the University of Madras shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time.
15.2. **Documents to be furnished in the Part – A Cover in sequence indicated below:**

(a) Covering Letter.

(b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.

(c) Crossed Demand Draft towards EMD.

(d) Annexure I to VIII towards Specifications and Declaration and format.

(e) **Letter of Authorization / Power of Attorney for signing the Tender Document** shall be on a Non-Judicial Stamp Paper of value of not less than Rs.20/-.-. In the case of Public Sector Undertaking / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.

(f) Copy of the work orders/agreements received from the Clients for the last three years as on 31.03.2021 should be enclosed

(g) Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit & Loss statement for the last three financial years. *(Photo copies to be enclosed)*

(h) Client certificate is to be furnished. The client certificate should indicate the number of manpower engaged in various categories as required by the University, period of supply carried out and the value of the work executed. *(Photo copies to be enclosed)*

(i) Copy of the I.T. Returns for the past three financial years i.e. 2018-19 to 2020-21 *(Photo copies to be enclosed).*

(j) ESI, EPF, Labour Department and GST Registration certificate obtained from various statutory authorities and PAN Card *(Photo Copies to be enclosed).*
15.3. **Details to be furnished in the Part- B (Price Bid) cover:**
   (a) Covering letter.
   (b) Bid Price for the work with each page signed, dated and stamped with the seal of the firm.
   (c) The offer shall be unconditional.
   (d) The price quoted shall be all inclusive and no additional claim on any ground shall be entertained.
   (e) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the University of Madras shall summarily disqualify the Bidder and reject the bid.

15.4 **Signing of Tender:**

   a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. All pages of the tender document shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.
   b) Any alterations, corrections or overwriting in the Tender document shall be treated valid only if they are authenticated by full signature of the person authorized to sign the tender.

16. **Period of Contract:**

   The contract period for Supply of manpower to various sections/departments of University of Madras will be **one year** from the date of Work Order. However, the University of Madras may extend the period of contract for further period on the same terms and conditions including the price.

17. **Modification and Withdrawal of Tenders:**

   (a) Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.
(b) The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause 15, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

(c) No tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.

(d) Withdrawal or modification of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

18. Opening of Tenders:

a) Tenders will be opened at the scheduled date and time in the office of the University of Madras in the presence of the Tenderers or their representatives who are authorised to represent the Tenderers. The representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the tenderers. (only one representative is permitted to attend Tender opening)

b) The Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any other manner which is not in accordance with the instructions specified in the Tender Document will not be accepted.

c) Envelopes marked withdrawal shall be opened and read out first and their Tender shall not be opened. Subsequently all envelopes marked ‘Modification’ shall be opened and the submission therein shall be read out.

d) If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.

e) Part- A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.
Provided that where more than one Tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

19. Criteria for Evaluation of Technical Bid:

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

1. Prior to the detailed evaluation of bids, the University of Madras will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

2. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the supply.

20. Opening of Price Bid (Part - B Cover):

a) Only the Price Bids of the Tenderers who are qualified in the Technical Bid shall be opened.

b) The date, time and venue of opening of Part - B Cover i.e. Price Bid will be intimated separately to the qualified eligible Tenderers.

c) The Price Bid will be opened on the intimated date and time in the presence of the Tenderers or their authorized representatives.

21. Evaluation of the Price Bid:

The Price Bid of the technically responsive tenders shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Price Bid, the following procedures shall be adopted as per Tamilnadu Transparency in Tenders Act & Rules.

1. In determining the lowest evaluated price, the following factors shall be considered.

(a) the quoted price shall be corrected for arithmetical errors;
(b) in cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered;

(c) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(d) The amount stated in the Bid will be adjusted by the University of Madras in accordance with the above procedure for the correction of errors with the concurrence of the Bidder and shall be considered as binding upon the bidder. If the bidder does not accept the correct amount the bid will be rejected, and the EMD may be forfeited.

2. The evaluation shall include (State Goods and Services tax and Central Goods and Services tax, Integrated Goods and Services tax and all central duties such as customs duty) as part of the price.

3. The University of Madras is empowered to negotiate with the L1 Tenderer. In case where two or more tenderers quoted the same price, the Tenderers may be asked to provide their best and final offer of the financial bid in a sealed cover and the tenderer offering the most advantageous financial bid shall be adjudged the lowest tenderer.

22. Approval of the Contract by the Syndicate of the University of Madras:

The Contract shall be awarded only with the approval of the Syndicate to the successful L1 Tenderer with whom negotiations were made. The Syndicate, University of Madras is also the Appellate Authority.

23. Right to Accept / Reject any or all Bids:

The Tender Accepting Authority reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.

24. Letter of Acceptance:

The Registrar, University of Madras shall issue the Letter of Acceptance to the successful Tenderer(s).
25. Payment of Security Deposit (SD):

a) The successful tenderers shall be required to furnish Security Deposit of Rs.18,00,000/- as a guarantee for the performance of the Contract through Demand Draft or in the form of Irrevocable Bank Guarantee obtained from a Nationalised Bank valid for 18 months within 10 days from the date of issue of Letter of Acceptance. The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled banks drawn in favour of the Registrar, University of Madras, Chennai-600 005 payable at Chennai. Failure of the successful bidder to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. No exemption will be allowed towards payment of Security Deposit under any circumstances.

b) The Security Deposit shall be released to the Contractor after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the University of Madras. The Security Deposit so held by the University of Madras, shall not earn any interest till it is released to the Contractor. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

c) The Security Deposit shall be forfeited if the Contractor fails to execute the agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions or for the failure to supply the manpower as required of goods in full properly and promptly.

26. Execution of Agreement:

a) The successful Tenderer shall execute the Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- within 15 days from the date of issue of the Letter of Acceptance (LOA) of the Contract. The Agreement shall be part and parcel of the Contract and binding on the University of Madras and the Contractor. In case of any difference or contradiction in the recitals in the Tender Document and the
Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.

b) The Contractor 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.

27. Interpretation:

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the University of Madras shall be final and binding.

28. Corrupt or Fraudulent practices:

The University of Madras requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the University of Madras (a) defines for the purposes of this provision the terms set forth below as follows:

(i) ‘Corrupt practice’ mean offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.

(ii) ‘Fraudulent practices’ means a misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the University of Madras and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the University of Madras of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(C ) Will declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if it any time determines that the firm has
engaged in corrupt and fraudulent practices in competing for or in executing the contract.

5. SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. The Special Terms and Conditions of the Tender shall supplement the “GENERAL INSTRUCTIONS TO THE BIDDERS”.

2. The time of supply of manpower to various departments of University of Madras stipulated in the work order shall be deemed to be the essence of the Contract.

3. Release of Work Order:

Work Order shall be issued to the successful bidder only after furnishing Security Deposit and execution of agreement with University of Madras as per clause 25 and 26 of Instruction to Bidders.

4. Tentative Manpower Requirement:

The requirement of manpower of various categories and the tentative number of candidates in each category are detailed below.

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<th>Minimum Qualification</th>
<th>Salary *</th>
<th>No of candidates required*</th>
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<tr>
<td>PEON/ RECORD SORTER/ OFFICE ASSISTANT</td>
<td>SSLC or its equivalent. Knowledge to read and write in Tamil</td>
<td>Rs.410 per day + EPF + ESI</td>
<td>150</td>
</tr>
<tr>
<td>TYPIST/ CLERICAL ASSISTANT/SUPERVISOR/COMPUTER OPERATOR/DATA ENTRY OPERATOR</td>
<td>Any UG degree from a recognized university with knowledge of computer operation and DTP. Proficiency in English</td>
<td>Rs.470 per day + EPF + ESI</td>
<td>208</td>
</tr>
<tr>
<td>ELECTRICIAN/LABORATORY ASSISTANT</td>
<td>ITI pass, diploma from Polytechnic and other approved institutions in relevant trade</td>
<td>Rs.477 per day + EPF + ESI</td>
<td>24</td>
</tr>
<tr>
<td>SKILLED ASSISTANT</td>
<td>UG Degree in Library Science/Computer Science/Electrical, Civil Engineering/Information Technology</td>
<td>Rs.612 per day + EPF + ESI</td>
<td>30</td>
</tr>
</tbody>
</table>

* The actual requirement shall be + or – 25% of requirement stated in the table.
1) The wages are according to the proceedings of the District Collector, Chennai District dated 14.07.2021 with regard to fixation of daily wages payable to various categories for the year 2021-2022. Wages will be revised as and when new proceedings are issued by the District Collector, Chennai.

2) Wages will be paid every month based on number of days worked.

3) EPF and ESI will be paid based on monthly wages to be paid.

**TABLE -2**

In addition to the above, the following categories have been engaged in the University on consolidated basis and the salary is fixed by University.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Designation</th>
<th>Qualification</th>
<th>Salary per month [Consolidated salary]</th>
<th>No. of temporary employees in each cadre</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Computer Programmer/Junior Engineer/Computer Programmer cum Hardware Engineer</td>
<td>Bachelor degree in Science or Statistics or Economics or Commerce with PG Diploma in Computer Application</td>
<td>Rs. 20,000 p.m.</td>
<td>8</td>
</tr>
<tr>
<td>2.</td>
<td>Technical Associate</td>
<td>Bachelor degree in science or Statistics or Economics or Commerce with PG Diploma in Computer Application</td>
<td>Rs.15,000 p.m.</td>
<td>16</td>
</tr>
</tbody>
</table>

**Total** 24

a) Salary will be paid on consolidated basis, after getting the attendance certificate from the controlling officers by the agency.
b) EPF and ESI will be paid based on the consolidated drawn from the incumbent from the agency.

5. **Obligation of the University:**

1. The University will designate an officer who will deal with the Agency/Agencies.

2. The University would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the staff needed purely on the deputation. The role profile will clearly give details of competencies / skills needed educational qualification, relevant experience, compensation (the net amount payable) and duration of deputation. The number of staff needed would also be clearly indicated in this requisition.

3. The University of Madras shall circulate a copy of their Code of conduct and other policies to the deputed personnel to follow during the contract period. Any acts of misconduct by the deputed personnel will be informed to the agency and action/steps to be taken will be discussed with the agency. Any enquiry shall be conducted by the University of Madras in the workplace which shall be informed to the Agency.

6. **Supply of Manpower:**

1. The Agency will designate a person who will be responsible for handling deputed personnel affairs, as respective contract managers.

2. The Agency would be required to send resumes of the candidates having relevant experience and qualification within 15 days (or earlier as the case may be) of sending the requisition.

3. The Agency will facilitate interview of the short listed candidates on a date to be fixed by the University of Madras in consultation with the Agency.

4. Based on the performance of the candidates in the interview, suitability, experience and background in relation to the envisaged job requirement, the University will select the candidates and the Agency will facilitate
deputation of such selected candidates to the University within a period of 30 days.

5. The personnel deputed to the University of Madras shall not be below the age of 18 years and not above 50 years and should have a valid contract of employment with the Manpower Agency.

6. The personnel will be on a deputation period of one year as desired by the University. The period of deputation shall be reduced / extended at the discretion of the University.

7. The Agency should not collect any fee/charge from the deputed personnels to the University of Madras.

8. The Agency will handover deputation letter to their personnel's, giving details of his/her service conditions and details of salary with breakup and send the University a copy of the offer letter.

9. The Agency will issue Photo Identity cards to all the deputed personnels in the format as specified by the University and a sleeveless coat with logo and name as uniform for all those deputed in the rank of helpers.

10. The personnel deputed to the University shall abide by the leave rules as per the terms of their appointment which is one day casual leave for a month or two half a day. The casual leave can be accumulated but can not be availed of in advance.

11. The working days are from Monday to Friday except public holidays. If need arises, the personnel should attend office on Saturday/ Sundays for which usual wage rate shall be given. The working hours of the personnel shall be from 10.00 a.m to 6.00 p.m. with one hour lunch break.

12. The Agency should also complete all the statutory requirements with regard to their deputed personnels such as obtaining PF No. Issue of ESI Cards, opening Bank Accounts for salary credit, registration as required by labour department etc., within 15 days from the date of their engagement. The salary and other payments to the deputed personnels as claimed shall be paid into their bank accounts and proof of payment shall be submitted to the Registrar of University along with their invoice.
13. The University shall give 15 days’ notice to the Agency in the event the University wishes to reduce the number of deputed personnel or discontinue with the services of any deputee.

14. If a deputed personnel provided by the Agency, leaves the service of the University prior to expiry of contract, the Agency will provide replacement within a maximum period of 2 working days without any further charges for the replacement.

15. Every person deputed by the Agency shall be an employee of the said Agency and none of the deputed personnel of the Agency shall have any claim whatsoever against the University. The deputed personnel should not claim any Master and Servant relationship with the University. The University will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed employees.

16. Agency must comply with all the provision of Rules/Regulations Statutory guidelines applicable to the deputed personnel and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.

17. Further, the Agency must comply with all the requirements of the Statutory Authorities under Contract Labour Act, PF Act, ESI Act, Gratuity, Payment of Bonus Act, Professional Tax etc., including remittance of monthly contributions with authorities concerned in respect of the deputed personnel. Proof of remittance of previous months’ recoveries (copies of challan) to be attached to every invoice claiming salary for the deputees.

18. The Manpower Agencies which succeed at the Price Bid will be required to sign a one year contract/agreement with the University for providing of manpower on deputation. The service charges payable shall remain constant during the contract period and also for the extension period if any.

19. On expiry of the contract, unless the contract is renewed / extended, the agency will withdraw all their deputees from this University
and clear their accounts, by paying them all their dues as they are legally entitled. In case of any dispute on account of withdrawal of the deputed personnel, it shall be the entire responsibility of the agency to settle the same.

20. If the successful Agency is from outside Chennai City, the Man Power Agency should set up a local office in Chennai to ensure service and proper coordination with the University of Madras for day to day activities.

**7. Payment Terms:**

a) No advance payment shall be made.
b) The payment to the deputed personnel should be made **before 5th of every month** by crediting it to the Bank account of the personnel from the Agency own fund without any delay, not waiting for the payment from the University of Madras.
c) The Agency should make the payment of monthly salary to the deputed personnel as per clause 7(B) and the University of Madras will reimburse the amount on receipt of certified bills.
d) **After receiving duty certificate from the University (calculating 1-30 as a month for settlement of salary)** the Agency will raise salary invoice to the University on 6th of every month along with proof for payment made to them (Bank Statement) and previous month remittance details of ESI,EPF along with GST filing report (GSTR-1). The claim bill after duly certified by the Officer-in-charge will be made within 20 working days from the date of receipt of the certified bills. Any adjustment for the services rendered in the month, shall be made in the subsequent month.
e) The claim should be supported with the proof of disbursement of remunerations to the personnel deputed to the University of Madras and remittance of statutory payments in respect of them by it for the previous month.
f) GST should be claimed as per existing rules. GST claimed in the bill should be remitted on time and proper returns to be filed by the Agency. Any mismatch in the amount claimed as GST and the returns filed will be deducted from future bills.

8. Liquidated Damages and Penalty:

8.1. The successful tenderer should depute any additional personnel as when required by the University of Madras within 2 working days of such request. If the same is not provided within the stipulated period, it would attract a penalty of Rs.1000/- per man day from the third day onwards. In case of more than 15 days delay, the University of Madras may at its discretion terminate the contract.

8.2. The successful tenderer shall replace immediately any of its personnel who are found unacceptable to University of Madras because of incompetence, conflict of interest, improper conduct etc. upon receiving notice from University of Madras. In case of more than 15 days delay, the University of Madras may at its discretion terminate the contract.

8.3. The successful tenderer shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay in providing a substitute beyond 2 working days would attract a penalty of Rs.1000/- per man day from the third day onwards. In case of more than 15 days delay, the University of Madras may at its discretion terminate the contract.

9. Termination of Contract:

1. Termination For Default:

   a) The University of Madras may, without prejudice to any other remedy for breach of Contract by the Contractor, terminate the Contract in whole or part, by a 15 days’ written notice of breach of Contract to the Contractor,
i. if the Contractor fails to provide required personnel within the time
    schedule specified in the Work Order, or within any extension thereof
    granted by the University of Madras,
ii. if the Contractor fails to perform any of the obligation(s) under the
    Contract;
iii. if the Contractor is found to have involved in fraudulent, corrupt and
    unfair practices in competing for or in executing the Contract.

b) If the University of Madras terminates the Contract, the University of
    Madras may engage required personnel, upon such terms and in such
    manner as it deems appropriate, and in that case the Contractor whose
    contract is terminated in whole or in part shall be liable to the University
    of Madras for any additional costs involved in engaging the personnel.

2. **Termination for Convenience:**

   The University of Madras may terminate the Contract in whole or in part
   at any time during the validity period of the Contract for its convenience by
   giving 15 days' written notice and without compensation to the Contractor. The
   notice of termination shall specify that termination is for the University of
   Madras convenience, the extent to which the Contract is terminated, and the
   date upon which such termination becomes effective. The termination of the
   contract is without prejudice to the penal consequences and damages for which
   the Contractor shall be liable for violation of the Contractual obligations.

10. **Force Majeure:**

   a) Force Majeure means an event beyond the control of the Contractor and
      not involving the Contractor’s fault of negligence and not foreseeable.
      Such event may include but are not limited to the acts of Nature such as
      fire, floods, epidemics, etc., and other events such as wars, revolutions,
      quarantine restrictions, etc.
b) If a Force Majeure situation arises, the Contractor shall promptly notify the University of Madras of such conditions and the causes thereof through e.mail within 24 hrs of such event. The e.mail communication shall be followed by a report with documentary evidence to be sent to the University of Madras within 3 days from the date of occurrence of such event. Unless otherwise directed by the University of Madras in writing, the Contractor shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.

c) Further if the performance in whole or part, of any obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the University of Madras may at its option and discretion terminate the Contract.

d) The price quoted by the bidder and accepted by the University of Madras shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Contractor in the Tender.

11. Grievances and Redressal:

As the Syndicate of University of Madras is the Appellate authority, the tenderers may appeal to the Syndicate for any of their grievances.

12. Conciliation & Arbitration:

1. Conciliation:

If any dispute or difference arises between the University of Madras and a Contractor with regard to the Contractual obligations, the same shall be referred to a Conciliator and settled by Conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The Conciliator shall be nominated by the Registrar, University of Madras. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the
Arbitration Clause. The Conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

2. Arbitration:

In case of any dispute or difference arising between the University of Madras and the Contractor relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the Arbitrator nominated by the University of Madras. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the University of Madras shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the University of Madras and the Contractor. No part of the Contract shall be suspended by the Contractor on the ground of pendency of the Arbitral Proceedings.

The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

13. Jurisdiction:

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the University of Madras and the Contractor arising out of the Contract.
6. LETTER OF TENDER

To

The Registrar i/c
University of Madras,
CHENNAI-600 005.

Sir,

I / We do hereby tender / offer to the University of Madras for the “Supply of manpower to various departments of University of Madras” conforming to the terms and conditions stated in the contract.

I / We have understood the requirement of the University of Madras, the details of the manpower to be supplied and have carefully understood the conditions of contract and the specification with all the stipulations of which I / We agree to comply.

I / We hereby undertake to provide required manpower at the places mentioned in the tender, within the time limit specified by the University of Madras.

I am / We are aware that time of providing manpower is the essence of this contract and accordingly, I / we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I / we have to withdraw the offer, I / we agree that the EMD paid will be forfeited by the University of Madras, without any notice to me / us.

I / We affirm that in any previous tender to the University of Madras I / we have not committed any fraud by furnishing wrong information and the University of Madras had not written to us alleging fraud in our transaction with the University of Madras.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / contract including termination of the contract and forfeiture of the Earnest Money / Security Deposit.
I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within ten days from the date of issue of Letter of Acceptance (LOA).

I / We undertake to sign the contract with the University of Madras within fifteen days from the date of issue of Letter of Acceptance (LOA).

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to execute the Contract within the period of fifteen days as referred to above, the sum of Rs.1,00,000/- deposited with the tender shall be forfeited by the University of Madras and in addition, the Registrar, University of Madras, shall be entitled to cancel the contract and thereupon arrange for any other person or persons to supply manpower herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that in case, there is any misconduct noticed with any of the personnel by the University, I/we undertake to withdraw the personnel immediately.

Having fully understood the tender conditions and the above undertaking in this letter, we sign this ......................... Day of .................................. at Chennai.

Yours faithfully,

Authorized Signature :  
Name & Title of Signatory:  
...............................................................................................................................  
....  
Name of the Bidder :  
...............................................................................................................................  
Address : .................................................................

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ANNEXURE – I

7. GUIDELINES FOR RECRUITMENT OF MANPOWER

The procedure for recruitment of manpower of various categories is detailed below.

Agency will help source candidates for selection based on agreed specifications. University of Madras will not commit a person or absorb anybody for work without agreement from agency. Activities involved are as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activity</th>
<th>Agency</th>
<th>University of Madras</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freezing the Job description</td>
<td>Understands the Job description to source matching candidates, discusses the salary.</td>
<td>Provides the Job description and helps agency in understanding the same.</td>
</tr>
<tr>
<td>2</td>
<td>Sourcing candidates and Screening interested candidates</td>
<td>Yes</td>
<td>Refers applicants, if any at no cost.</td>
</tr>
<tr>
<td>3</td>
<td>Any specific tool to be used in recruitment</td>
<td>Understands the requirements and executes as per mutually agreed design</td>
<td>Shall participate in the recruitment process if need arises.</td>
</tr>
<tr>
<td>4</td>
<td>Final approval of selection</td>
<td>Co-ordinates the selection process involving officials nominated by the University of Madras</td>
<td>Confirms the selection by advising agency to take next steps</td>
</tr>
<tr>
<td>5</td>
<td>Preparation for Deputation</td>
<td>Collects relevant details (CV, education certificates, govt. recognized ID proof, relieving letter/ experience certificate, proof of local address, PAN Card for candidates in taxable income bracket). Collects names and details of referees from candidate at the time of joining; records the information in the Deputee records.</td>
<td>Obtains a copy of all documents at the time of deputation.</td>
</tr>
<tr>
<td>6</td>
<td>On boarding</td>
<td>Offer letter acceptance, PF 11 nomination/transfer form, bank a/c opening / details, Temp Card for ESI, registering under GMC and GPA policy</td>
<td>Collects these information from agency</td>
</tr>
<tr>
<td>7</td>
<td>Replacement</td>
<td>If any deputee takes leave or absent for more than three working days, should give a replacement within five working days.</td>
<td>Will inform to send a replacement for deputees on leave or absent for more than three days.</td>
</tr>
</tbody>
</table>
### ANNEXURE II

#### 8. TECHNICAL BID

**Name of the work:** Supply of manpower to various Departments/Sections of University of Madras, Chennai.

**Profile of the Company and details of the Eligibility Criteria:**

<table>
<thead>
<tr>
<th>1. Name of the Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Nature of the Organization (Govt. / Public / Private / Partnership / Proprietorship)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. (a) Address of the Registered Office of the firm with Phone Number, Cell No, Fax and E-mail.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Year of Establishment: (related to Printers business)</td>
</tr>
<tr>
<td>(c) GST Reg. No.</td>
</tr>
<tr>
<td>(d) Whether registered with MSME/NSIC. If so, furnish the details.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Proof for three years experience (01.04.2018 to 31.03.2021) shall not be less than Rs.6 Crore per annum in the field of providing manpower services to government and quasi government organizations such as Government offices, Semi Government Organizations, Public Sector undertakings and Government Higher Educational Institutions as on 31.03.2021 as mentioned in the qualifying criteria para no. 4.4.1</th>
</tr>
</thead>
</table>

*Copy of the work orders/performance certificates/Agreement received from the Clients for the last three years as on 31.03.2021 should be enclosed,*
5. The annual turnover of the bidder during the previous three financial years (2018-19 to 2020-21) shall not be less than Rs. 50 crores per annum as mentioned in the qualifying criteria para no. 4.4.2.

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>..........Rs.</td>
</tr>
<tr>
<td>2019-20</td>
<td>..........Rs.</td>
</tr>
<tr>
<td>2020-21</td>
<td>--------Rs.</td>
</tr>
</tbody>
</table>

Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit & Loss statement for the last three financial years.

6. The Bidder should have supplied 1000 Persons in all category put together in each of the last three years in Govt. Departments/ Universities/ Institutions/Private organizations as on 31.03.2021 as mentioned in the qualifying criteria para no. 4.4.3.

Client certificate is to be furnished. The tender will not be considered without the client certificate. The client certificate should indicate the manpower engaged, period of supply carried out and the value of the work executed.

7. The Bidder should have registered under various Statutory Acts like ESI, EPF Act, Labour Department and GST.

<table>
<thead>
<tr>
<th>Act</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESI</td>
<td></td>
</tr>
<tr>
<td>EPF</td>
<td></td>
</tr>
<tr>
<td>Labour contractor</td>
<td></td>
</tr>
<tr>
<td>GST</td>
<td></td>
</tr>
</tbody>
</table>

(Copy of the Registration certificates/ License obtained from the competent authority should be enclosed).

8. Income Tax Returns filed for the last two assessment year, that is 2019-2020 and 2020-2021. A copy of returns filed be produced [as mentioned in the qualifying criteria para no. 4.4.5]

<table>
<thead>
<tr>
<th>Year</th>
<th>Returns filed</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>Returns filed</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2020-2021</td>
<td>Returns filed</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
9. Local Office Address in Chennai if tenderer is outside Chennai city

10. Total experience in the related areas

11. EMD PAYMENT PARTICULARS [The DD should be enclosed in the Technical Bid only]

(1) Number of Demand Drafts enclosed:
(2) Demand Draft particulars

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the bank and Branch</th>
<th>DD no. and date</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

Signature:
Name of the Firm
Phone/Cell No.
9. STATEMENTS AND DECLARATIONS

ANNEXURE – III

ANNUAL TURNOVER STATEMENT FOR BIDDER

The annual turnovers of M/s. .............................. for the past three years are given below and certified that the statement is true and correct.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Years</th>
<th>Turnover in lakhs (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2018-2019</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2019-2020</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2020-2021</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Turnover for three years</td>
<td></td>
</tr>
</tbody>
</table>

Date:

Seal:

Signature of the Tenderer with Seal

Signature of the Auditor / Chartered Accountant
(Name in Capital with Registration Number)
ANNEXURE - IV

DECLARATION

I / We ……………………… having the registered office at …………………………….. hereby declare that the Firm / Company or its Partners / Shareholders have not been blacklisted by the University of Madras or any Undertaking / Corporation of the Central / State Governments.

Signature of the Tenderer
with Seal
ANNEXURE - V

DECLARATION FORM

I/We ..................................................................................................................

having the registered office at................................................................. declare that
I/we have carefully read all the terms and conditions of Tender floated by the
University of Madras, Chennai vide Tender Ref. No............... for the supply of
Manpower strictly conforming to the specifications as given in the Tender
Document and I / we shall abide by all the conditions set forth therein.

Signature of the Tenderer
with Seal
ANNEXURE - VI

CERTIFICATE

I/we having office at .................... declare that the tender forms downloaded from the website www.unom.ac.in have not been tampered with / modified in any manner. In case, if the same is found to be tampered with / modified, my / our Tender shall be summarily rejected.

Signature of the Tenderer
with Seal
ANNEXURE - VII

BANK GUARANTEE FOR SECURITY DEPOSIT

To: ______________________________________________ [name of Employer]
    ________________________________________ [address of Employer]

WHEREAS _________________________ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Tender No. _____ dated ________________ to execute __________ ______________ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ______________________ [amount of guarantee] 1________________________ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ______________________ [amount of guarantee] 1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 18 Calendar months from the date of issue of certificate of completion.

Signature and seal of the guarantor _____________________________
Name of Bank _____________________________
Address _____________________________
Date _____________________________

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.
ANNEXURE – VIII

AGREEMENT FORM

(To be filled by the tenderer in a non-judicial stamp paper of value not less than Rs.20/-)

THIS AGREEMENT made the ............... day of .............., 20........ between 
..........................(Name and Address of Purchaser) represented by the Registrar,
University of Madras .......................... (hereinafter “the Purchaser”) of one 
part and ..........................(Name and Address of Manpower Supplier) 
................................. (hereinafter “the Supplier”) represented by 
................................. (Name of the Authorized Signatory and Designation), Aged 
........... years, residing at ........................................... (Full Residential Address of the 
Signatory) of the other part:

WHEREAS the Purchaser is desirous that various categories of manpower 
should be provided by the Supplier, viz., 
..........................(Brief Description of Manpower) and .......................... has accepted the bid of the 
Supplier for the supply of various categories of manpower in the sum of 
..........................

(Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as 
are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and 
constructed as part of this Agreement, viz.:

   (a) Letter of tenderer and Price Schedule submitted by the Bidder;

   (b) Schedule of Requirements;

   (c) Guidelines for recruitment of manpower;

   (d) General Conditions of Contract;

   (e) Special Conditions of Contract; and

   (f) Letter of Acceptance

   (g) Work Order
(h) All Addendum issued and replies to queries and any other clarifications issued by the Corporation as forming part of the contract.

3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the various categories of manpower and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**BRIEF PARTICULARS OF THE** various categories of manpower WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

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**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said .................................................. (For the **Purchaser**)

in the presence of ............................................................... Signed, Sealed and Delivered by the said ............................................................... (For the **Supplier**) (Signature, Name, Designation and Address with Office seal) in the presence of ...............................................................

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)
PART – B

10. PRICE BID

(TO BE FURNISHED IN PART – B COVER)

SCHEDULE OF RATES OFFERED FOR SUPPLY OF VARIOUS CATEGORIES OF MANPOWER

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service Charges including recruitment fee by the Agency as % on the cost to Company. The cost to company is minimum wages as fixed by the University of Madras, excluding employer’s contribution towards EPF, ESI, Bonus, Gratuity, HRA, GST and other admissible taxes and statutory payments.</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Tenderer with Seal