



The Growth Catalyst

**THE TAMILNADU INDUSTRIAL INVESTMENT
CORPORATION LIMITED (TIIC)
(Government of Tamilnadu Undertaking)**

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TENDER DOCUMENT

**Appointment of Outsourcing Agency on Service &
Rate Contract basis for a period of 3 years**

Reference: TIIC/HRM/TENDER/OSA/2021-22

Date of Release of Tender	19.11.2021
Pre-bid Meeting	26.11.2021 at 11.00 A.M.
Last Date of Tender Submission	06.12.2021 at 11.00 A.M
Date of Tender Opening (Technical Bid and Price Bid)	06.12.2021 at 11.30 A.M.

Signature of the Tenderer

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IMPORTANT NOTICE

This tender procedure is governed by the Tamilnadu Transparency Tender Act, 1998 with the Tamilnadu Transparency in Tender Rules 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamilnadu Transparency Tender Act, 1998 with the Tamilnadu Transparency in Tender Rules 2000 the Act and Rules shall prevail.

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1. INTRODUCTION

The Tamilnadu Industrial Investment Corporation Limited (TIIC) is the premier state level financial institution promoted for catalyzing industrial development. TIIC provides financial assistance to Micro, Small and Medium Enterprises in the state of Tamilnadu. The Corporation is having its Offices in all the Districts in Tamilnadu. TIIC is in need of manpower for its offices located in all over Tamilnadu. The manpower was required in the posts of Assistant, Driver and Office Assistant. Therefore, TIIC invites sealed tenders from reputed Outsourcing agencies in “Two Cover System” for selection and appointment of a suitable agency. The contract period is for 3 years from the date of Letter of Award (LoA) for providing manpower on outsourcing basis.

2. SCOPE OF BID

- i. The agency should provide manpower for the posts of Assistant, Driver and Office Assistant or any other category of Outsourcing basis as may be required by TIIC on full time basis for a period of 3 years.
- ii. The Minimum Qualification & Age of the candidates to be deployed for each position will be notified by TIIC as given below:

Sl. No.	Name of the post	Qualification	Age	*No. of manpower required
1.	Assistant	Any Degree. Typewriting in English and Tamil	21 years to 40 years	87
2.	Driver	VIII Standard Pass with Light Vehicle Driving Licence	21 years to 40 years	10
3.	Office Assistant	VIII Standard Pass.	21 years to 40 years	10

***The no of post is indicative and it may increase or decrease**

Note:

- i. The agency should depute the manpower within 15 days from the date of acceptance of work order.
- ii. The selected agency will be paid the service charges as mentioned by the tenderer.
- iii. The deployment shall be anywhere in the state of Tamil Nadu.

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3. ELIGIBILITY CRITERIA

The Tenderers should have the following Eligibility Criteria for participating in the Tender. The tenderers should supporting documents as proof for fulfilling the eligibility in the Technical Bid.

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The Tenderer should be a Registered legal entity in India and should have been in existence for minimum of Five years as on 31.03.2021	Certificate of Incorporation issued by the Registrar of Companies, Registered Partnership Deed and/or applicable/relevant document
2.	The Tenderer should have a Registered / Branch Office in Chennai as on 31.03.2021	If own, EB/Property Tax receipts, if rented/lease related agreement.
3.	Tenderer should be certified for ISO 9001	ISO certificate mentioning the activity specifically for staffing services to be attached.
4.	The Tenderer should have experience of minimum 5 years in outsourcing of Outsourcing on contract basis as on 31.03.2021	Copies of Work Order / Invoices / claim bills for minimum of 5 years in outsourcing of Outsourcing on contract basis as on 31.03.3021 to be attached
5.	The Tenderer should have experience in providing manpower atleast two government departments preferably in Tamilnadu for a continuous period of one year during the last five years.	Copies of work order / invoices.
6	The Tenderer shall submit proof of single work order for deployment of Outsourcing of having more than Rs.1.00 Crore p.a. executed in the past five years.	Copies of work order/invoices.
7	The Tenderer should have been empanelled as Outsourcing agency on service charge/ rate contract basis for a continuous period of 3 years to State / Central Govt. Departments or undertaking in India concurrently during the last 3 years.	Copies of agreements /work order/invoices.

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TENDER FOR APPOINTMENT OF OUTSOURCING AGENCY-2020-21

Sl. No.	Eligibility Criteria	Supporting Documents
8	The Tenderer should have deployed a minimum of 100 personnel spread across minimum of 10 Districts in Tamilnadu for a continuous period of one year to state / central government department during the last 3 years.	Copies of work order/invoices.
9	The Tenderer should have an annual average turnover of minimum Rs.5.00 Crore in the last three audited financial years (i.e. 2018-19, 2019-20 and 2020-21)	The average annual turnover statement duly certified by Chartered Accountant as per Annexure-V . The annual report/certified copies of Balance Sheet, Profit & Loss Account Statement along with schedules for last 3 consecutive financial years.
10	The Tenderer should have accounted a minimum revenue of Rs.1.00 Crore from outsourcing of manpower on contract basis in the last three financial years	Certificate from Chartered Accountant.
11	The Tenderer should have valid GST registration and PAN number issued by Income Tax Department.	Copy of GST and PAN certification
12	The Tenderer should have adhered to all statutory obligations especially PF, ESI minimum wage requirement for their deployed manpower on Outsourcing basis .	Copy of the certificate for PF Code Number for the establishment. Copy of the ESI Registration Number for the establishment. Self declaration signed by the CEO/Authorized signatory that no default on statutory commitment such as PF and ESI during the last five year.
13	Tenderer should have financial capability to handle the services by mobilizing enough funds in advance to disburse payment to the resources deployed for at least two months (Approx. Rs.25 Lakhs per month)	Banker's certificate to this effect to be produced
14	Tenderer should not have been blacklisted by any of the State or Central Government Departments or Organizations during the past three years	The declaration form as per Annexure-VI .

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4. COST OF BIDDING

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

5. DUE DATE AND TIME

The Tender has to be submitted not later than 11.00 A.M. on 06.12.2021. The tenders will be opened at 11.30 A.M on the same day. The tender submitted after due date and time or incomplete or received by facsimile (Fax) or by electronic mail will be summarily rejected.

6. TENDER DOCUMENT FEES

The tender document is available and can be downloaded free of cost from website www.tiic.org. For downloaded tender document, should give a declaration for not having tampered the Tender Document downloaded as per **Annexure-VII**.

6.1. DOWNLOADING OF TENDER DOCUMENTS

The tender documents of the Technical Bid and Price Bid should be downloaded from the above tender portal (**www.tiic.org**) and both the bids should be dropped in the tender box kept at the above address.

7. Earnest Money Deposit (EMD)

- i. An EMD amount of Rs.50,000/- (Rupees fifty thousand only) should be submitted by way of Demand Draft or Banker's Cheque drawn on any Indian Nationalized / Scheduled Commercial Bank in favour of TIIC Ltd., payable at Chennai along with Technical Bid. The Bids without EMD amount will be rejected. No other mode of payment will be accepted.
- ii. EMD will be returned to the unsuccessful Tenderers after the acceptances of the successful Bidder, within a reasonable time consistent with the rules and regulations regard. The above EMD held

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by TIIC till it is returned to the unsuccessful Bidders will not earn any interest thereof.

- iii. Earnest Money Deposit of the Successful Bidder will be retained as part of the Performance Security Deposit towards contract performance and will be returned only after successful completion of contract period of 3 years after adjusting any amount due to TIIC such as LD, Penalty etc.. While the EMD amount is payable only through Demand Draft / Bankers Cheque, the Performance Security deposit can be paid through an Irrevocable Bank Guarantee valid for 39 months from the date of LOA.

8. DETAILS TO BE FURNISHED AND MODE OF SUBMISSION

- Envelope - A : EMD Amount
Envelope - B : Technical Bid
Envelope - C : Price Bid

Envelope-A should be submitted with Envelope B and represent as Technical Bid.

- i. All three envelopes sealed and put in an outer sealed cover with super scribing the tender reference no/sender name and address with due date at time.
- ii. The tender should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language and duly attested by the Bidder should be submitted. For purposes of interpretation of the tender, the English translation shall govern.
- iii. The Technical Bid should be submitted along with all the scanned copy of supporting documents and documentary proof mentioned in the Bid.
- iv. The Price Bid with incomplete details will be treated as non-responsive offer and the tender is liable for rejection.
- v. The rate quoted should be firm and should not be subjected to any variation during the contract period.

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- vi. TIIC shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government either Central and / or State after expiry of the stipulated contract period.
- vii. The validity of the Bid is for a minimum period of 90 days from the date of submission of the tender.
- viii. The validity of the contract is for three years from the date of LOA.

Mode of submission of Tender Documents:The Technical Bid and Price Bid should be downloaded from the above tender portal (www.tiic.org) and both the bids in a sealed cover and should be dropped in the tender box kept at the Head Office of the Corporation at the above address.

9. PREBID MEETING

A pre-bid meeting will be held on 26.11.2021 at 11.00 A.M. in the Head Office of TIIC, 692, Anna Salai, Nandanam, Chennai-600035 during which the prospective tenderers can get clarifications about the tender. The tenderer shall send their queries in writing to hrm@tiic.org at least 3 days prior to the pre-bid meeting date. The tenderers are advised to check www.tiic.org for up to date information like change in date, place etc. of pre-bid meeting as TIIC may not be able to identify and communicate with the prospective tenderers at this stage. Non attending of pre-bid meeting is not a disqualification.

10. CLARIFICATION ON THE TENDER DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to the Chairman & Managing Director, TIIC, 692, Anna Salai, Nandanam, Chennai-600035 or through e-mail to hrm@tiic.org as per **Annexure-VIII**. The Chairman & Managing Director will review the same and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin which will be uploaded on www.tiic.org. The Chairman & Managing Director will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of the Chairman & Managing Director, in writing, before 48 hours of the opening of the tender.

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11. OPENING OF TENDER AND EVALUATION THEREOF

The tenders submitted up to 11.00 A.M on 06.12.2021 will be opened at 11.30 A.M on the same day by the Chairman & Managing Director, The TIIC Ltd. or any other officer authorized by him on his behalf at The TIIC Ltd., 692, Anna Salai, Nandanam, Chennai-600035 in the presence of such of those Bidders or their representatives. Representatives who are attending the opening of the tenders should bring a letter of authority from the tendering firms, which they represent to identify their bonafides.

12. TENDER EVALUATION CRITERIA

Technical Bid:

- i. 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 TIIC will be final in this regard.
- ii. 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.
- iii. Tenders with incomplete information are liable for rejection.

13. PRICE BID EVALUATION

- i. The price Bids of the technically qualified Bidders alone will be opened and evaluated.
- ii. The Bidder can quote their service charges for the resources.
- iii. The service charge exclusive of taxes will be the basis for deciding the L1 rates and L1 bidder and empanelment.

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- iv. The list of Bidders will be ranked in the ascending order i.e. Bidder quoting the lowest value of price bid will be ranked first and so on and lowest price bid offered bidder will be called as L1 Bidder for that category. The L1 Bidder will be called for further negotiations by The TIIC Ltd.
- v. The TIIC Ltd. reserves the right to negotiate with the successful bidders.

14. NEGOTIATIONS WITH SUCCESSFUL BIDDER

- i. As this is the Rate Contract Tender, more than one Bidder may be awarded contract. The L1 Bidder will be given priority over others as per TNTT Act, wherever applicable. Anyhow, if the quantum of work needs to be serviced within specific time frame and needs multiple service providers, then the contracts will be awarded to multiple vendors / service providers among the empanelled vendors (service providers).
- ii. In case of dissatisfaction over the selected service providers and want a change of service provider that will be considered and contract will be awarded to another service provider among the empanelled service providers.
- iii. TIIC reserves the right to award the contract to any of the empanelled vendors (service providers) as per merits and the decision of the Chairman & Managing Director TIIC is final in this regard.
- iv. As per the evaluation criteria specified above in this Tender Document, selection of the Successful Bidder will be made and such Bidder will be called for negotiations for improvement of scope of work, further reduction in the price offered, commercial terms including the contract payment to the resources, statutory payments, payment disbursement methods etc.
- v. All the other higher ranked bidders such as L2, L3 etc as decided by TIIC will be asked to match the improvements including pricing arrived as baseline L1 price and will be empanelled as successful bidder to serve during the contract period as this is an Empanelment Cum Rate Contract tender.

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- vi. The Bidders, who have agreed upon the above condition and matches the L1 baseline price are considered for awarding contract under the Rate Contract Tender and become "Successful Bidders" for award of contracts.
- vii. TIIC reserves the right to cancel and transfer this contract based on the customer feedback /Complaints and through on performance evaluation by TIIC from one Outsourcing agency to another in the interest of the projects/ Government departments.
- viii. TIIC's decision is final in this regard and the poor performing Outsourcing Agency have no right to claim whatsoever once decision is taken by TIIC.

15. ACCEPTANCE OF TENDER AND WITHDRAWAL

The right of final acceptance of the tender is entirely vested with the Chairman & Managing Director, the TIIC Ltd. 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 the TIIC Ltd. to communicate with rejected Bidders. After acceptance of the tender by the TIIC Ltd., 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 or calamities and other unforeseen circumstances.

16. LETTER OF ACCEPTANCE (LoA)

After successful completion of the negotiations, the Letter of Acceptance (LoA) of tender is issued to the Successful Bidder by the TIIC Ltd.

17. FORFEITURE OF EARNES MONEY DEPOSIT

If the successful Bidder fails to act according to the tender conditions or backs out after our work order/ his tender has been accepted, his Earnest Money Deposit will be forfeited to the TIIC Ltd.

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18. AGREEMENT TO BE EXECUTED

The successful Tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the Tenderer will be forfeited besides cancelling the Tender.

19. VALIDITY ON CONTRACT AND SERVICE CHARGE:

- i. The Rate Contract tender and the Service charge will be valid for a period of 36 months from the date of signing of Agreement. The TIIC Ltd. 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.
- ii. The contract period can be further extended on mutual agreement basis without any change in rates or the terms and conditions.
- iii. The TIIC Ltd. reserve the rights to add or delete any item or category and also fix new rates as applicable within the duration of contract. During such revision, (addition) the service charges finalized for the respective category will apply to the new item within the category.

20. SECURITY DEPOSIT

The Successful Bidder will be required to remit a 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 39 months from the date of LoA, and is payable within 15 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 TIIC and their tender will be held void.

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21. RELEASE OF WORK ORDER AND IMPLEMENTATION OF CONTRACT

After the execution of the agreements and after receipt of the Security Deposit, the TIIC Ltd. will release the formal Work Order to the successful Bidder(s)_from time to time during the contract period duly indicating contract terms including payment

22. EXECUTION OF WORK ORDER

- i. Successful Bidder alone will be liable or responsible to TIIC for due fulfillment of terms and conditions of the tender. The Successful Bidder should nominate and intimate TIIC an Account Manager specifically to handle the Work Order from TIIC and ensure that he should fully familiarize himself with the terms and conditions of the tender, scope of work, Work Order and the guidelines, and is responsible to effectively execute the Work Order complying all the terms and conditions.
- ii. The Outsourcing Agency on receipt of work order has to meet the customer department and arrange for deployment of resources and inform TIIC on the details of deployment of resources and other details of implementation of the work assigned and the progress.
- iii. 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.

23. ASSIGNING OF TENDER IN WHOLE OR IN PART

The Successful Bidder should not under-let or sublet to any person/s or body corporate for the execution of the contract or any part thereof.

24. PAYMENT TERMS

- i. No advance payment will be made.
- ii. 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 PF/ESI and other statutory remittances in respect of employees deployed for the department as per Government rules, procedures, guidelines, tender requirement etc.

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TIIC will take care to settle the payment to OSAs within a reasonable time of about 30 days from the date of receipt and acceptance of claims.

- iii. Payment to resources: The contract payment to the resources to be done (either by bank credit or by cheque etc.) on or before 10th of every month for the previous month's work for the resources whose attendance and required particulars and documents have been received on or before 5th of every month. For the resources, whose attendance and other required particulars / documents are received from 6 to 15th of every month, the contract payment can be made on or before 20th every month. For the resources, whose attendance and other required particulars / documents are received after 20th of the month, the contract payment can be processed along with next month's contract payment.
- iv. Reimbursement expenses such as Travelling, Accommodation, Telephone, Internet, data card should be paid separately on proper documentation restricted to the amount permitted.
- v. The TDS as applicable should be deducted and certificate should be issued to the resources with submission details to TIIC.
- vi. 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.
- vii. The payment for statutory agencies such as PF and ESI to be paid properly and proof of document to be submitted to TIIC 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 lapse on the part of Outsourcing Agency and action will be taken accordingly.
- viii. Payment Claim by Outsourcing Agency at TIIC: 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

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payment, A/c no, date of payment within 5th of every successive month.

- ix. Late Claim will attract penalty per day @ 0.25% on the total claim of invoice per day respective to maximum penalty of 10%.
- x. Payment to the resources and payment to be received from TIIC should be dealt separately and under no circumstances to be linked. Non receipt of payment from TIIC should not be cited as reason for default to pay to resources.
- xi. Outsourcing Agency to generate and keep sufficient funds to pay the resources in time without awaiting the funds/ settlement of claim from TIIC for atleast 2 months.

25. LIQUIDATED DAMAGES AND PENALTY

- i. Liquidated Damages (LD): LD at 0.25% per week is applicable on the delay in deployment of resources at the designated locations from the date of selection of resources / work order released by The TIIC Ltd.
- ii. 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.
- iii. The 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.
- iv. If the selected resource is not joining duty within the permitted Notice Period, the selection of the resource is liable for cancellation and alternate resource should be arranged by the Outsourcing Agency.

26. SELECTION, DEPLOYMENT AND MANAGEMENT OF MANPOWER

- i. Outsourcing Agency to have a resource pool / resource bank to arrange the sufficient number of resources within a short notice (7 days) for selection and approval of candidates.
- ii. Outsourcing agency to select the suitable resources/candidates from their resource bank based on the qualifications/special skills,

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- experience, expertise etc. indicated by the TIIC Ltd. and send their list of selected suitable candidates.
- iii. If the candidates have been selected by TIIC, then the details of the approved candidates should be informed to Outsourcing agency for issuance of work order and subsequently deployment of resources to be done by Outsourcing agency as agreed to the customer.
 - iv. The responsibility of the selection of suitable resources rest with the Outsourcing agency and 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.
 - v. The resources deployed have to work for minimum 8 hours per day on all working days including Saturdays except Sundays, National holidays and other holidays for the designated offices, where the resources are deployed.
 - vi. 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.
 - vii. Payment to the resources should be deducted from their contract payment for the leave days 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.
 - viii. 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. Outsourcing Agency can arrange any suitable stop gap arrangement.
 - ix. 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 TIIC Ltd.

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- x. The administrative management of resources is purely the responsibility of the outsourcing agency and in no way the TIIC Ltd. is responsible. The outsourcing agency should indemnify the TIIC Ltd. on this.

27. OTHER TERMS AND CONDITIONS

The TIIC Ltd. reserves the right to / not to accept lowest price, to reject any or all the tenders without assigning any reason therefore to divide, split and award the contract to any one or more of the Bidders to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the TIIC Ltd. for good and sufficient reasons.

28. 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. This should be clearly stated under deviations head quoting the clause No. and page No. of the tender 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.

29. ARBITRATION

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Chairman & Managing Director of the TIIC Ltd. in accordance with the Arbitration and Conciliation Act 1996. The arbitration shall be held in Chennai, India and the Language English only.

30. REJECTION CRITERIA

- i. Tenders not submitted in the form specified as per clauses in the Tender document will be summarily rejected.

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- ii. The tenders without the Tender document cost and EMD amount will be summarily rejected.
- iii. Tenders with incomplete information, subjective and conditional offers as well as partial offers are liable for rejection.
- iv. Tenders submitted without filling the details about the Bidders experience, technical compliance etc. are liable for rejection.
- v. 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 Chairman & Managing Director of The TIIC Ltd. reserves the right to reject offer without assigning any reason whatsoever.
- vi. Tenders submitted without proper attachments and documentary proof such as audited financial Statements of the Bidder etc. is liable for rejection.
- vii. 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.

31. EMOLUMENTS

1) The monthly remuneration to pay to the manpower to be engaged will be fixed by us.

2) Contract payment for the first year takes effect from the date of signing of contract and automatically revised to the incremented payment every year.

3) The contract payment is inclusive of all statutory remittances for the resources such as PF & ESI into their respective account with proof of remittances.

4) Annual increment to the resources is not automatic and is considered based on the Performance certificate issued by the Heads of Department/RM/BM of TIIC where the resource is deployed, on successful completion of services by the resources for one year.

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32. PLACEMENT

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

33. PAYROLL

TIIC will intimate the Manpower Agency in prescribed formats details of attendance, leave, advances given, sums recoverable from the manpower on or before the 5th day of every month.

34. PAYMENT OF CONTRACT PAYMENT TO THE RESOURCES

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

35. REQUIREMENT OF OUTSOURCING

- i. The TIIC Ltd. will, from time to time inform the Outsourcing Agency in writing as to the number of Outsourcing required in each category, the period for which the Outsourcing is required, customer details and their place of work.
- ii. The required Outsourcing has to be supplied within 7 days from the date of Intent and has to be positioned at the appropriate locations.
- iii. The Outsourcing agency will help source candidates for selection based on agreed specifications. The TIIC Ltd. will not commit to a person or absorb anybody for work permanency as this is purely on Contract Arrangement for specific requirement.

36. SELECTION PROCESS

- i. The Agency will furnish the list of candidates with qualification and age as mentioned in the para no.2 as above.
- ii. TIIC on its own discretion may conduct competency test/interview for selecting the suitable candidates. The agency is required to send at least 2 eligible candidates for each post for undergoing the test or interview.

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- iii. TIIC will select only candidates who qualify the competency test /interview. If all the candidates sent by the agency do not qualify, the agency should forward a fresh list of candidates.
- iv. In order to avoid delays related with the selection process, the agency may adopt a preliminary screening process before sending the candidates for the Competency test/interview.

37. WITHDRAWAL OF OUTSOURCING/TERMINATION OF RESOURCE

i) The TIIC Ltd. will request through its designated personnel for withdrawal of Outsourcing in case of theft, fraud and acts that constitute moral turpitude. In such cases, the Outsourcing agency should immediately withdraw the Outsourcing.

ii) TIIC has the right to terminate any deployed person for poor performance, misconduct etc

38. STATUTORY COMPLIANCE

- i. Outsourcing Agency should comply with all the statutory requirements like Contract Labour, PF, ESI, Gratuity, Bonus, Leave, Professional Tax etc. including the monthly contribution to be deposited with the statutory authorities in respect of the Outsourcing supplied to the TIIC Ltd.
- ii. The Outsourcing Agency will be solely and exclusively responsible for payment of salaries other allowance benefits to the Outsourcing supplied to the TIIC Ltd. The Outsourcing Agency should submit suitable documentary evidence pertaining to payment of PF, ESIC etc. for the Outsourcing supplied to The TIIC Ltd.

39. WORKING DAYS AND WORKING HOURS

The manpower supplied should work in the working days and working hours stipulated by the TIIC Ltd. In the event of absent for more than 2 days, necessary replacement has to be provided by the Outsourcing agency.

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40. OTHER SPECIAL CONDITIONS

i) The manpower supplied shall work under the guidance, instructions of the Chairman & Managing Director and the Officials of the TIIC Ltd. wherever the resources have been deployed.

ii) Further, it may be noted that, the TIIC Ltd. as per the requirements, may increase or decrease the no. of manpower required. It is not mandatory on the part of The TIIC Ltd. to keep the number of manpower supplied as constant throughout the contract period.

iii) For the purpose of proper identification of the employees of the contractor deployed, the contractor shall issue them identity cards/bio tags at his own cost and his employees are duty bound to display the identity cards/bio tags during duty hours.

(iv) The persons deployed shall be the employees of the Outsourcing Agency/Contractor.

(v) The outsourcing agency shall be responsible for fulfilling all his obligations towards the persons deployed under Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act or any other provision or act relevant to the deployment of manpower. The outsourcing agency responsibilities also include depositing of employee's and principle employer's share of statutory contributions with the ESI/EPF/Gratuity authorities at his own level and maintenance of such record as per rules. He should furnish proof of deposit of such contributions to the appropriate authority along with bills for the next month. The outsourcing agency should also arrange to open such EPF/ESI/Gratuity accounts etc. of all the employees deployed by him. The tenderer shall also remit GST and any other tax payable to the Government due to him towards the services provided to TIIC. In case of failure on the part of outsourcing agency to deposit EPF/ESI/Gratuity etc. or Govt. taxes, if any, with the concerned authorities within the stipulated period the outsourcing agency shall be liable to pay penalty so imposed by such authority.

(vi) Any obligation and/or formalities which are required to be fulfilled under the contract Labour (Regulation & Abolition) Act, 1970 as amended

Signature of the Tenderer

from time to time or any other Act for the purpose of entering in to and/or execution of this contract shall be carried out by the contractor at his own expenses etc, and the contractor shall report the compliance thereof to the Managing Director of TIIC. The outsourcing agency shall be liable for violation of any provisions of the said Act or any other Act.

(vii) In case of any unfortunate incidents, TIIC will not be held liable for any compensation etc. The medical expenses, compensation etc., should be borne only by the tenderer.

(viii) Tenderer shall not disclose information of confidential and proprietary nature relating to the products, knowhow etc of TIIC.

41. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of agreement signed by the Successful Tenderer or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER :
DATE :
NAME IN BLOCK LETTERS :
DESIGNATION :
ADDRESS :

Signature of the Tenderer

ANNEXURE-I

Envelope- A & B
(Covering Letter)

Date:

From

To

The Chairman & Managing Director,
Tamilnadu Industrial Investment Corporation Limited (TIIC),
692, Anna Salai, Nandanam,
Chennai – 600 035.

Sir,

Sub: Tender for the appointment of Outsourcing agency for a period
of 3 years – Submission - Reg.

Ref: Your Tender Notice _____ dated _____

With reference to your tender notice, we submit herewith our sealed
tender for providing Outsourcing through outsourcing basis for a period of 3
years as specified by TIIC in this tender document.

We enclose the following documents:

1. Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
2. Demand Draft or Banker's Cheque for Rs.50,000/- (Rupees fifty thousand only) towards EMD (DD/Banker's Cheque No. _____ dated _____ drawn on _____ Bank in favour of "TIIC Ltd.", payable at Chennai).
3. Letter of Authorization for authorized signatory from the tenderer organisation.
4. Details of the Tenderer (as per **Annexure-II**)
5. List of clients to whom Outsourcing already deployed and being deployed (as per **Annexure-III**).
6. List of employees on roll, both already deployed and available for deployment (as per **Annexure-IV**)

Signature of the Tenderer

7. Average annual turnover of the legal entity in the last 3 financial years duly certified by a Chartered Accountant (as per **Annexure-V**).
8. Declaration for not having black listed either by TIIC or by any other Govt. agencies (as per **Annexure-VI**).
9. Declaration for not having tampered the Tender documents downloaded from the websites www.tiic.org (**Annexure-VII**).
10. The copy of certificate of incorporation/registration.
11. Copy of Memorandum and Articles of Association.
12. Copy of Registered Partnership deed, in case of Partnership Firm.
13. Copy of Remittance proof of Provident Fund for the existing employs.
14. The work order/ work completion certificate issued by the clients
15. The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years i.e. FY 2018-19, 2019-2020 & 2020-21.
16. Copy of GST Registration certificate.
17. Copy of PAN allotment Certificate/ PANCARD issued by Income Tax Department.
18. I.T return for last three years.
19. Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

Signature of the Tenderer

Encl: As above

Note: Any other documents relates to the shall be enclosed.

Signature of the Tenderer

ANNEXURE-II**DETAILS OF THE TENDERER**

1.	Name of the Tenderer	
2.	Registered Office Address	
3.	Phone Number	
4.	Email	
5.	Website, if any	
6.	Contact Person (Name, Designation, Contact Number, Email)	
7.	Date of Incorporation	
8.	Legal Status of the Company (Proprietorship/Partnership/ Private Limited/ Public Limited/Other (Specify)	
9.	Address of Offices located in Tamilnadu with phone number, email	1. Chennai Address (If more than one office, enclose in separate sheet)
10.	Total number of persons on roll	Already deployed: Available for deployment:
11.	GST Registration Number	
12.	PAN Number	
13.	PF Registration Number	
14.	ESI Registration Number	
14.	Other Statutory if any (Specify)	

**Signature of the Tenderer
(with seal and address)**

Signature of the Tenderer

ANNEXURE-III

**LIST OF CLIENTS TO WHOM OUTSOURCING
ALREADY DEPLOYED AND BEING DEPLOYED**

Sl. No.	Name & Address of the Client with Phone No./Email	Name of the contact person & Designation with phone No./Email	Contract Period (in years / months)	Details	
				No. of persons deployed	Functional Area

**Signature of the Tenderer
(with seal and address)**

ANNEXURE-IV

LIST OF EMPLOYEES ON THE ROLL

Minimum of 500 persons (Both already deployed and available for deployment)

ALREADY DEPLOYED

Sl. No.	Name	Qualification	Experience	Functional Area	Client Organisation

(Please enclose a Separate Sheet)

AVAILABLE FOR DEPLOYMENT

Sl. No.	Name	Qualification	Experience	Functional Area

(Please enclose a Separate Sheet)

**Signature of the Tenderer
(with seal and address)**

Signature of the Tenderer

ANNEXURE-V**ANNUAL TURNOVER STATEMENT**

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

Sl. No.	Financial Year	Turnover (Rs. In lakh)
1	2018-19	
2	2019-20	
3	2020-21	
	Total	
	Average annual turnover	

Date:

Signature of the Tenderer

Signature of the Chartered Accountant with UDIN

(with seal and address)

Signature of the Tenderer

ANNEXURE-VI

DECLARATION

I/we declare that M/s. _____/the firm/company or its partners/shareholders had not been blacklisted by the Tamilnadu Industrial Investment Corporation Limited (TIIC) or by any Government agencies.

**Signature of the Tenderer
(with seal and address)**

Signature of the Tenderer

ANNEXURE-VII

DECLARATION FORM

Date:

1) I/We _____ having our office at _____ do declare that I/we have carefully read all the conditions of tender document issued by TIIC for the tenders invited vide tender reference number _____ for the appointment of Outsourcing agency for providing manpower on outsourcing basis for a period of 3 years will complete the contract as per the tender conditions.

2) I/We have downloaded the tender document from the website www.tiic.org and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with TIIC or prosecuted.

Signature of the Tenderer
(with seal and address)

Signature of the Tenderer

ANNEXURE-VIII

CLARIFICATION ON TENDER DOCUMENT

Name and Address
of the Tenderer :

Name & Designation of
whom submitting request :

Phone No. :

Email :

TENDERER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitted request		Name and Position of Person submitting request	Contact details of the Organization/Authorized Representative
			Telephone/ Mobile: Email
Sl. No.	Reference(s) (Page No. and Para No.)	Content of Tender requiring clarification	Points of clarification required

Signature of the Tenderer
(with seal and address)

Signature of the Tenderer

ANNEXURE-IX

**ENVELOPE-C
(COVERING LETTER)**

From

To
The Chairman & Managing Director,
Tamilnadu Industrial Investment Corporation Limited (TIIC),
692, Anna Salai, Nandanam,
Chennai-600092.

Sir,

Sub: Tender for the appointment of Outsourcing agency a period of 3 years - Submission of Price Bid-Reg.

Ref: Our tender (Envelope-A EMD & Envelope-B - Technical Bid) submitted today for appointment of Outsourcing agency for a period of 3 years.

In continuation of our above tender, we submit herewith the Price Bid for "the appointment of Outsourcing agency for a period of 3 years" as specified by TIIC in this tender document. We agree to abide by the terms and conditions stipulated by the TIIC and also agree to complete the entire contract, at the price quoted by us. The price quoted and approved by the TIIC in this tender will hold good as per TIIC tender conditions.

Yours faithfully

Signature of the Tenderer

Signature of Tenderer

ANNEXURE-X

PRICE BID
FOR OUTSOURCING MANPOWER TO TIIC

Description	Service charges in percentage (%) {Percentage (%) of CTC paid by TIIC to the manpower deployed exclusive of GST}
Service Charges for providing manpower viz Assistant, Driver, and Office Assistant on outsourcing basis as per the scope of work given in para 2 & 2.1. in the tender document	

Note:

1. The Applicable GST will be paid by TIIC
2. The Service Charge quoted by the tenderer shall remain fixed during the contract period.
3. The filled up price bid should be submitted and the incomplete details on the above will be treated as non-responsive and the tender is liable for rejection.
4. The rate quoted by the bidder should be firm and should not be subject to any variation during the contract period.
5. The Service Charges in % should be neatly and legibly written both in words and figures.
6. In case of discrepancy between the price quoted in words and figures lower of the two shall be considered.
7. The bid should not contain any commercial conditions.
8. The Salary includes Employer's contribution to PF and ESI.

Signature of the Tenderer
(with seal and address)

Signature of Tenderer

ANNEXURE-XI**CHECKLIST OF DOCUMENTS****Documents to be enclosed in Envelope A & Envelope B**

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1	A covering letter on the letter head of the tenderer addressed to The Chairman & Managing Director, TIIC Ltd. (as per Annexure-I)		
2	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3	Demand Draft for Rs.50,000/- in favour "TIIC Ltd." payable at Chennai towards EMD		
4	Letter of Authorization for authorized signatory from the tenderer organisation		
5	Details of the tenderer (as per Annexure-II)		
6	List of clients to whom Outsourcing already deployed and being deployed (as per Annexure-III)		
7	List of employees on roll-Both already deployed and available for deployment (as per Annexure-IV)		
8	Average annual turnover of the legal entity in the 3 preceding financial years duly certified by a Chartered Accountant (as per Annexure-V).		
9	Declaration for not having black listed either by TIIC or by any other Govt. agencies (as per Annexure-VI).		
10	Declaration for not having tampered the Tender documents downloaded from the websites www.tiic.org www.tenders.tn.gov.in (as per Annexure-VII).		
11	The copy of certificate of incorporation/ registration.		
12	Copy of Memorandum and Articles of Association in case of Private/Public Limited companies.		
13	Copy of Registered Partnership deed, in case of Partnership Firm		

Signature of Tenderer

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
14	Copy of Remittance proof of Provident Fund for the existing employees.		
15	Proof of address the tenderer office		
16	The work order/ work completion certificate issued by the clients		
17	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 financial years i.e. FY 2018-19, 2019-20 & 2020-21.		
18	Copy of GST Registration certificate.		
19	Copy of PANCARD issued by Income Tax Department.		
20	Tax return for last 3 years.		
21	Notarized translated English version of the documents in a language other than English/Tamil, if any.		

Documents to be enclosed in Envelope-C

Sl. No.	Checklist	Enclosed (Yes/No)	Reference in the Bid (Page No.)
1	A covering letter on the letter head of the tenderer addressed to The Chairman & Managing Director, TIIC Ltd. (as per Annexure-IX)		
2	Price Bid as per Annexure-X of the Tender Document		

Signature of the tenderer with seal

Signature of Tenderer

BANK GUARANTEE FORMAT

Tender Reference TIIC/HRM/OUTSOURCING/2021-22

To

The Tamilnadu Industrial Investment Corporation Limited (TIIC Ltd.),
692, Anna Salai, Nandanam, Chennai- 600 035

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 The Tamilnadu Industrial Investment Corporation Limited (TIIC Ltd.), 692, Anna Salai, Nandanam, 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 Outsourcing Agency) against order No..... Due on..... of The Tamilnadu Industrial Investment Corporation Limited (TIIC Ltd.), 692, Anna Salai, Nandanam, Chennai- 600 035. 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 Outsourcing Agency shall furnish you with a Bank Guarantee for the sum specified therein as a security for compliance with the Outsourcing Agency performance obligations for a period of three years in accordance with the contract.

Signature of Tenderer

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

THEREFORE, we (Bankers name and address)....hereby affirm that we are Guarantors and responsible to you on behalf of the Outsourcing Agency 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 untiland we hereby undertake to extend the guarantee for further period as may be agreed between you and the Outsourcing Agency Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Rs..... (in words).

This bank guarantee shall initially be valid up to

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, 2021, at Chennai.

Witness:

Signature

(Name in Block Letter)

Signature of Tenderer