

DIRECTORATE OF COLLEGIATE EDUCATION, CHENNAI, TAMIL NADU

TENDER DOCUMENT

**ENGAGING OUTSOURCING AGENCY FOR SWEEPERS, SCAVENGERS AND
WATCHMEN TO GOVERNMENT ARTS & SCIENCE AND EDUCATION COLLEGES AND
OFFICES SITUATED AT VARIOUS PLACES IN TAMIL NADU**

1.	ADVERTISED ON	:	20.01.2020
2.	PRE-BID MEETING	:	04.02.2020 – 3.00 P.M
3.	LAST DATE & TIME FOR SUBMISSION OF TENDERS	:	19.02.2020 – 3.00 P.M
4.	DATE & TIME OF OPENING OF TECHNICAL BIDS	:	19.02.2020 – 3.30 P.M

DIRECTORATE OF COLLEGIATE EDUCATION

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TENDER DOCUMENT FOR

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DIRECTORATE OF COLLEGIATE EDUCATION, CHENNAI

1. SCOPE OF TENDER

ENGAGING OUTSOURCING AGENCY FOR SWEEPERS, SCAVENGERS AND WATCHMEN TO GOVERNMENT ARTS & SCIENCE AND EDUCATION COLLEGES AND OFFICES SITUATED AT VARIOUS PLACES IN TAMIL NADU

The Collegiate Education Department intends to provide hygienic environment and also security to the college campus for the betterment of student community those who are studying in Government Colleges in Tamil Nadu. In order to maintain the cleanliness and security of College campus, the Government proposed to employ sweepers/ scavengers and watchmen through outsourcing agency.

The outsource employees will be engaged to Government Arts & Science and Education Colleges and Offices in Tamil Nadu. The Directorate of Collegiate Education has been entrusted with the task of appointing outsourcing agency for sweepers/scavengers and watchmen at the Government Colleges in accordance with the procedures laid down in the Tamil Nadu Transparency in Tender Act -1998 and the Tamil Nadu Transparency in Tender Rules 2000.

The Directorate of Collegiate Education has proposed to engage Outsourcing Agency entering into contract as per specifications laid down in the Tender Document.

The Successful Tenderer shall be responsible to provide suitable workers to respective Government Colleges and Offices and alternate workers should be made available in case of absence of workers.

The Tamil Nadu Transparency in Tender Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 shall apply in full to this Tender.

The successful Tenderer shall work closely with the Directorate of Collegiate Education, Chennai in achieving the scheduled target.

DIRECTORATE OF COLLEGIATE EDUCATION, CHENNAI – 600 006,
TAMIL NADU

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2. NOTICE INVITING TENDER

R.C.NO:32560/B4/2019

Sealed tenders are invited to engage outsourcing agency for Sweepers, Scavengers and Watchmen to Government Arts, Science and Education Colleges and Offices in Tamil Nadu.

Bidding will be conducted under two cover system conforming to Tamil Nadu Transparency in Tenders Act – 1998 and Rules 2000.

1.	Tender inviting Authority	:	Director of Collegiate Education, Chennai-6
2.	(a) Name of the Work (b) Place of Execution	:	Providing Sweepers / Scavengers and Watchmen to Government Arts, Science and Education Colleges, 8 Regional Joint Directors Office located at Various Places in Tamil Nadu and Directorate of Collegiate Education, Chennai – 6.
3.	Bid document available (at free of cost)	:	www.tndce.in and www.tenders.tn.gov.in
4.	(a) Earnest money Deposit (b) Security Deposit	:	Rs. <u>6,09,880/- (Rupees Six Lakhs Nine Thousand Eight Hundred and Eighty Only)</u> By way of Demand Draft in favour of “ Senior Accounts Officer ”, Directorate of Collegiate Education payable at Chennai. 5% of tendered value of work

5.	Date of Pre – Bid meeting	:	04.02.2020– 3.00 P.M Venue - Directorate of Collegiate Education, “E.V.K.Sampath Maaligai”, 9 th Floor, College Road, Chennai-6
6.	Due Date, Time and Place for the submission of bids	:	19.02.2020 upto 3.00 p.m in the Directorate of Collegiate Education. In the event of specified date for submission of bids is declared a holiday, bids will be received on the next working day at the same time and venue.
7.	Date, Time and Place of Opening of Bids	:	19.02.2020 at 3.30 p.m in the Directorate of Collegiate Education. Selection will be based on the least cost among the technically qualified bidders.
8.	Any other important Criteria pointed out by the Tender inviting Authority	:	Available in the tender document. Any clarification required may be sought from the office of Directorate of Collegiate Education during office hours on all working days.

For all other conditions / instructions please refer bid document

The Directorate of Collegiate Education shall not be responsible for any postal delay or any loss of Tenders in transit. The Director of Collegiate Education, 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 website for any changes / amendments / corrigendum in the Tender which may be issued up to 2 days before the last date for submission of the Tender.

Director of Collegiate Education(F.A.C)

3. Special Instructions for submission of Technical Bids & Check List

1. All pages of the Technical Bid should be signed by authorized signatory whose name should be communicated to the Directorate of Collegiate Education with office seal without any omission.
2. The notarized copies of performance certificate and Bankers certificates enclosed for the bids should be identified as the documents submitted by the bidder with the signature and 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, whenever required with the copies of those certificates enclosed along with the bid.

The downloaded documents shall be properly page numbered and spiral bound and submitted along with necessary documents.

TENDERERS SHALL FILL IN THE CHECK LIST GIVEN BELOW

I. PART-A COVER – (TECHNICAL BID)

SL. NO.	DESCRIPTION	Please State Yes or No in writing	Please indicate the relevant Page No.
1.	Whether the Tender is submitted in two envelopes as Part –A Cover (Technical Bid) and Part – B Cover (Price Bid)?		
2.	Whether Earnest Money Deposit (EMD) of Rs. <u>6,09,880/- (Rupees Six Lakhs Nine Thousand Eight Hundred and Eighty Only)</u> in the form of Demand Draft drawn on any Nationalized Bank in favour of the ‘SENIOR ACCOUNTS OFFICER’ , Directorate of Collegiate Education payable at Chennai is enclosed?		
3.	Whether Profile of the Tenderer as per Annexure II is enclosed?		
4.	Whether No. of employees engaged in category wise Statement for the past three years as per Annexure – III is enclosed?		
5.	Whether the details of award of orders to engaging such outsourcing executed during the past three years as on 31/03/2019 as per annexure IV including client certificates are enclosed?		
6.	Whether Letter of Authorization / Power of Attorney for signing the Tender Document as per Annexure V is enclosed in a Non-Judicial Stamp Paper of value of not less than Rs.20/-?		
7.	Whether Declaration for not having been blacklisted either by Directorate of Collegiate Education or by any other Govt., / Govt., undertaking as per Annexure VI is enclosed?		

8.	Whether Declaration in Annexure – VII duly signed by the Tenderer is enclosed?		
9.	Whether declaration in Annexure – VIII for providing workers to colleges as per conditions within 10 days is enclosed?		
10.	Whether a Declaration in Annexure IX that Tender forms downloaded from the website have not been tampered is enclosed?		
11.	Whether the Tender Documents in original are duly signed in each page by the authorized signatory?		
12.	Whether duly attested Photo copy of the Certificate of Registration under GST is enclosed?		
13.	Whether Photo copy of the latest Income Tax Return duly signed by the Auditor for the last three years is enclosed?		
14.	Whether the tenderer is a Direct Agent or Sub-Agent offered?		
15.	Whether documentary evidence of unambiguous fulfillment of eligibility criteria for tendering is enclosed?		

4. GENERAL INSTRUCTIONS TO THE BIDDERS (ITB)

1. General Instructions:

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

2. Definition of Terms and Expansion of Abbreviations:

1.	Tenderer/Bidder	Tenderer/Bidder means who makes a formal offer in pursuance of this tender.
2.	Successful Tenderer	Successful Tenderer means the Tenderer whose offer is accepted by the Tender Accepting Authority at the price arrived at by the Directorate of Collegiate Education after negotiation with L1.
3.	Agency	Agency means the firm which provides manpower for specified work.
4.	Sub-Agency	Sub-Agency means the firm which is authorised to provide manpower for specified work by an Agency.
5.	Day	A day means a calendar day.
6.	Cost	Cost means the total cost to be incurred by the Directorate of Collegiate Education towards the engaging outsourcing agency
7.	Service Point	Service Point means various Government Arts & Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai -6.
8.	TNDCE	Tamil Nadu Directorate of Collegiate Education
9.	Outsourcing service	Providing manpower for sweeping, scavenging and watchmen for Government Arts & Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai -6 as Specified in the relevant Annexure in the Tender document.
10	Employer	Director of Collegiate Education

11	EMD	Earnest Money Deposit
12	SD	Security Deposit
13	LOA	Letter of Acceptance

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 & Check list
- iv. General Instructions to the Bidders
- v. Special Terms & Conditions of the Tender
- vi. Letter of Tenderer
- vii. Specifications
- viii. List of major articles/equipments
- ix. Qualification Information
- x. Statements and Declarations
- xi. Price bid (Bill of Quantities)

4. Qualification Criteria:

4.1	Minimum Eligibility Requirements:	
	a)	The Tenderer shall be a Sole Proprietor / Agent / Sub-Agent / Firm for providing manpower of sweeper, scavenger and watchman etc.,
	b)	The Sole Proprietor / Agent / Sub-Agent / Firm should be in the field at least for the past three years as on 31.03.2019.
	c)	The Sole Proprietor / Agent / Sub-Agent / Firm shall possess valid registration issued by the competent Authority. The validity of registration of the organization should not be expired during the period of validity of tender.

	d)	Copy of valid Certificate of Registration under the relevant Laws/Rules issued by competent authority should be notarized and enclosed
	e)	The sub-agent should have an authorization letter from their Agent.
	f)	Joint venture/ Consortium is also permitted for the bidder who meets all the criteria applicable for Housekeeping services and does not have direct experience and expertise only in providing security services. Such bidder can enter into a legally valid joint venture agreement/consortium agreement with any reputed security agency who possess adequate manpower and expertise and valid License under Private Security Agency Regulation Act (PSARA) and other infrastructure facilities for providing security services as per the terms of the bidding document. Accordingly the members of the Joint venture should be only two (i.e.) the housekeeping agency and security services agency.
	g)	Valid ISO certificate or equivalent with documentary proof
4.2	Turnover	
	a)	The annual turnover of the bidder should be Rs.300.00 lakhs (Rupees Three Hundred lakhs only) at least any one of the last three financial years i.e from 2016-17 to 2018-19. (Attach certificate from Chartered Accountant along with audited balance sheet, profit and loss statement for the above years)
4.3	Past Experience	The Tenderer should have experience by providing manpower such as sweepers/scavengers/watchmen in any one of the last three years (i.e. from 2016-17 to 2018-19) to minimum 5 recognized State/Central Government Department / Organization. (Supporting documents shall be enclosed along with the Tender including the Certificate issued by the client for having completed the required service).

5. Tender Validity :

Initially tender is valid for 12 months and if the performance is satisfactory it may be extended for two more years.

6. Pre-Bid Meeting:

There will be a **Pre Bid meeting on 04.02.2020 at 3.00 P.M., in the Directorate of Collegiate Education, DPI Campus, Chennai - 600 006, Tamil Nadu** 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 Directorate of Collegiate Education 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 Directorate of Collegiate Education 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 Directorate of Collegiate Education 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 Directorate of Collegiate Education.

c) G.S.T is not exempted.

d) District Collectorate wage rate will be followed.

e) Bonus will not be given.

f) E.M.D will be exempted for those who have registered under appropriate Government Department subject to verification of genuineness of the certificates concerned.

g) A table of employees required in Colleges / Office is annexed as ANNEXURE – XII. Number of employees given in the

Annexure-XII is approximate and it is likely to vary. The Directorate of Collegiate Education, if necessary, at the time of issuing letter of acceptance order shall either reduce or increase the number mentioned in the tender to the extent of 25%.

h) The Cleaning materials will be provided by concerned College / Office authorities.

8. Amendments to the Tender:

(a) Directorate of Collegiate Education reserves the right to amend the tender conditions on the basis of clarifications sought for by the prospective Bidders; solely at its discretion up to 48 hrs before 17.02.2020 (i.e.) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites: www.tndce.in and www.tenders.tn.gov.in

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

(c) At its discretion the Directorate of Collegiate Education 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 / corrigendum issued in connection with this Tender. The Directorate of Collegiate Education 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 in English language only.

10. Non Transferability:

The Tender Document downloaded by a Tenderer is **non 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 from the websites on www.tndce.in and www.tenders.tn.gov.in in A4 size paper and computer printout alone 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 Director of Collegiate Education 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

13.1. Bid shall remain valid for a period not less than (120 days) **One hundred and twenty days** after the deadline date for bid submission specified. **A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non – responsive.**

13.2. In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Authority may request the bidders 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):

14.1 An Earnest Money Deposit of Rs. 6,09,880/- (Rupees Six Lakhs Nine Thousand Eight Hundred and Eighty Only) shall be paid along with the Technical Bid by way of Demand Draft obtained from a Nationalized/Scheduled Bank drawn in favour of “**Senior Accounts Officer**”, Directorate of Collegiate Education payable at **Chennai**. The Bank Guarantee towards EMD will not be accepted.

14.2. 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 Directorate of Collegiate Education will not fetch any interest till it is refunded to the successful Tenderers.

14.3. The Earnest Money Deposit amount of the successful Tenderer will be adjusted against the Security Deposit (SD).

14.4. Any tender not accompanied by Demand Draft towards Earnest Money Deposit as in Sub – Clause (1) above shall be rejected summarily by the Director of Collegiate Education.

14.5. 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 24(1).

14.6. Further the Director of Collegiate Education 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 clause 15(2) and superscribed on the envelope as “Technical Bid- Part-A” “Tender for Providing Manpower through outsourcing to Government Arts & Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai -6”. 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 Providing Manpower through outsourcing to Government Arts & Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai -6.”.

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 Providing Manpower through outsourcing to Government Arts & Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai - 6.”** 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 Director of Collegiate Education shall be put in the box kept in the office of the Directorate of Collegiate Education 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 Directorate of Collegiate Education within the date and time specified. Failure to reach so 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 specified time.

Tender must be submitted for providing manpower entirely for sweeper, scavenger and watchmen to Government Arts, Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai -6. If any tender submitted for providing partial manpower for sweeper / scavenger / watchmen then it will be summarily rejected. Tender submitted partly for any district will be rejected.

15.2. Documents to be furnished in the part –A cover in the following sequence:

- (a) Covering Letter
- (b) Letter of Tenderer shall be duly signed by the authorized signatory in full with seal.
- (c) Crossed Demand Draft/Pay order towards EMD.
- (d) Annexure II to IX towards Statements and Declaration.
- (e) Profile of the Agency / Firm.
- (f) 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.
- (g) I.T. Returns for the last three years (Photo copies to be Notarized and enclosed).
- (h) GST and PAN Card of Agency / firm (Photo Copies to be Notarized and enclosed).
- (i) Audited Financial Statement Report with Profit and Loss Statement and Balance sheet for the last 3 years, i.e. from 2016-17 to 2018-19. **(Photo copies to be Notarized and enclosed)**
- (j) Copy of Registration of Agency / Firm by competent authority – Photo copies to be Notarized and enclosed.

15.3. Details to be furnished in the Part-B (Price Bid) cover:

- (a) Bid Value for each category, Should be signed, dated and stamped with the seal of the firm /agency.
- (b) The offer shall be unconditional.
- (c) Offers giving lump sum price, without giving their break up as per the details required in the Price bid shall be liable for rejection.
- (d) The price quoted shall be all inclusive of all taxes and no additional claim on any ground shall be entertained including taxes.
- (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 Director of Collegiate Education 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 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 invalid and the Tender will summarily be rejected.

16. Period of validity of Rate:

The negotiated rate of L1 bidder approved by the Director of Collegiate Education shall be valid for a period of **one** year from the date of execution of the agreement.

17. Modification of Tenders:

(a) Tenderers may modify their tenders by giving notice in writing before the due date for submission.

(b) The modification notice shall be prepared, sealed, marked and delivered in accordance with clause 15, with the outer and inner envelopes additionally marked as "MODIFICATION".

(c) No tenderer shall be allowed to withdraw the tenders after submitting 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) 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 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.

(b) Tenders will be opened at the scheduled date and time in the office of the Director of Collegiate Education in the presence of the Tenderers or their representatives who are authorized 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.

(c) Envelopes marked withdrawal shall be Opened and read out first as per clause 17(d) 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 specified time.

(e) Part-A cover containing Technical Bid shall be opened first. The supporting documents shall be cross-checked wherever required.

f) 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 Bids:

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

19.1. Prior to the detailed evaluation of bids, the Employer 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.

19.2. 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 (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the Bidder's obligations under the contract or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

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 Tenderer.
- (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 Tamil Nadu Transparency in Tenders Act 1998 & Rules 2000.

21.1. 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) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, 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.

21.2. Whether all the Tenderers are from the State of Tamil Nadu or from outside the State of Tamil Nadu, the GST shall be included for the evaluation of the Price Bid.

21.3. The Director of Collegiate Education is empowered to negotiate with the L1 Tenderer. In case where two or more tenderers quoted the same price, the Tender Accepting Authority shall negotiate with L1 bidders and if necessary, arrive at final negotiated price for tendered work.

22. Approval of the Contract by the Director of Collegiate Education:

The contract shall be awarded only with the approval of the Director of Collegiate Education to the successful L1 Tenderer with whom negotiations were made.

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

The Tender Accepting Authority i.e. The Director of Collegiate Education 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. Award of Contract:

After acceptance of the Tender by the Tender Accepting Authority, a Letter of Acceptance (LOA) will be issued to the successful tenderer. The Director of Collegiate Education has the right to issue LOA to more than one successful tenderers.

25. Payment of Security Deposit (SD):

(a) Successful Tenderers shall be required to furnish Security Deposit equivalent to 5% (Five Percent) of the value of the Work order as a guarantee for the performance of the contract within 7 (Seven) 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 “**SENIOR ACCOUNTS OFFICER**”, Directorate of Collegiate Education, payable at Chennai or it may be in the form of unconditional, irrevocable Bank Guarantee valid for one **(1)** year. EMD amount shall be adjusted against Security Deposit and the balance amount shall be remitted in the form of Demand Draft / Bank Guarantee. Failure of the successful bidder to furnish the security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

(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 Director of Collegiate Education and on completion of the guarantee period of **6 (Six) months** of performance.

The Security Deposit so held by the Directorate of Collegiate Education, 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 ordered Number of workers in full, properly and promptly.

26. Execution of Agreement:

(a) Upon receipt of the letter as per Annexure XI of Award of Contract, the successful Tenderer shall execute the Agreement for the fulfillment of the Contract in a Non- Judicial Stamp Paper to the value of Rs.20/- within 7 days from the date of issue of the Letter of Acceptance. The Agreement shall be part and parcel of the Contract and binding on the Directorate of Collegiate Education and the Contractor.

(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 **Director of Collegiate Education** shall be final.

28. Corrupt or Fraudulent practices:

The Director of Collegiate Education requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Director of Collegiate Education,

(a) Defines for the purposes of this provision, the terms set forth below:

(i) 'Corrupt practice' means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.

(ii) 'Fraudulent practices' means misrepresentation of facts in order to influence the evaluation process or execution of a contract / supply to the detriment of the Directorate of Collegiate Education and include collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the Directorate of Collegiate Education 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 CONDITIONS OF THE TENDER

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

2. The time and number of workers stipulated in the order shall be deemed to be the essence of the Contract.

3. Release of Work Order:

The Work Order shall be issued to the successful bidder only after payment of required Security Deposit and execution of agreement with Director of Collegiate Education as per clause 25 and 26 of Instruction to Bidders.

4. Functions & Responsibilities:

The Contractor shall confirm the Responsibilities in **Annexure I** of the Tender Document.

5. Providing Man power.

The man power shall be made available in respective locations within **Ten days** from the date of issue of the work order.

6. Insurance:

The necessary group insurance for the employees or any other coverage shall be made by the contractor. The insurance coverage must be in live condition during the whole tenure of contract period. If any deviation in this matter the contractor will fetch whole responsibilities, it does not affect this department.

7. Payment Term:

(a) No advance payment shall be made.

(b) The Contractor shall raise the bill only after completion of a calendar month. The bill has to be countersigned by the concerned Principals / Joint Directors as the case may be.

(c) The bill raised by the Contractor shall have all Registration Numbers printed on the Bill. The validity of the Tax Registration during the currency period of the contract shall be the sole responsibility of the contractor.

(d) The Directorate of Collegiate Education shall process the bill based on the certificates issued by the Joint Director/ College Principals for the performance of the service.

(e) The Directorate of Collegiate Education shall recover any dues from the contractor if found to be recoverable on a later date in the audit even after the final settlement of the Bill. The contractor shall be liable to pay such dues to the Directorate of Collegiate Education.

8. Liquidated Damages and Penalty:

(a) If the Contractor fails to provide required man power as per order i.e. **within 10 days of issue of order**, the Director of Collegiate Education shall have the right to impose penalty of 0.5% of the value of the order for every day for one week and the Directorate of Collegiate Education shall have the right to impose penalty of 1% of the value of the order for every day for a period of two weeks thereafter. And thereafter penalty of 5% of the value of the order for every employee will be levied.

The Directorate of Collegiate Education shall have the right to appoint any agency from outside at higher rates if the non compliance of order continues even after the expiry of the aforesaid period of four weeks for which penalty is imposed on the contractor and the loss sustained by the Directorate of Collegiate Education to this effect shall be deducted from the bill of the contractor and / or from the security Deposit of the Contractor. The total Liquidated damages shall not exceed 10% (Ten Percent) of the contract value.

b) The Director of Collegiate Education shall have the right to terminate the Contract of the Contractor who fails to supply required number of man power in full as per the order.

c) The Director of Collegiate Education shall have the right to place the fresh Order with the other eligible Tenderer(s), if non-co-operation / providing insufficient staff is continued beyond four weeks and it shall be at the risk and cost of the Contractor who is in default. The Director of Collegiate Education also reserves the right to take any other action against the Contractor in default for the loss and the consequential loss sustained by the Directorate of Collegiate Education.

d) The Director of Collegiate Education shall have the right to blacklist the Contractor for breach of any conditions and terms of the Tender/Agreement at any point of time.

e) Subsequently, if the tenderer provides the lesser manpower than the stipulated manpower, penalty of 1.5 times the wages quoted for the particular category (Sweeper/ Scavenger/ Watermen) for absence of every employee will be recovered.

8.1 Joint Venture/Consortium bids:-

a) Joint Venture/Consortium is also permitted for the bidder who meets all the criteria applicable for Housekeeping services and does not have direct experience and expertise only in providing security services. Such bidder can enter into a legally valid joint venture agreement/consortium agreement with any reputed security agency who possess adequate manpower and expertise and valid License under Private Security Agency Regulation Act (PSARA) and other infrastructure facilities for providing security services as per the terms of the bidding document. Accordingly the members of the Joint venture should be only **two** (i.e.) the housekeeping agency and security services agency.

b) The joint venture/consortium agreement between the members should clearly define the division of assignment among them and establishing that both of them shall be jointly and severally liable for signing of the bid and execution of the contract in accordance with the contract terms which will be legally binding on both.

c) The joint venture/consortium agreement should provide for nominating the housekeeping agency as the Prime/Lead bidder and as in-charge authorized to incur liabilities and receive instruction for and on behalf of both the members of the joint venture/consortium agreement and execution of the Contract including payments.

d) The lead/Prime bidder being the housekeeping agency, should meet all the eligibility criteria called for in the bidding document for the bidder. However the bidder should also furnish credentials and all other documents of the security agency for the security services to be provided by them as per the terms of the bidding document.

e) On being a successful bidder, the LOA will be placed only on the lead bidder and all correspondences will be made only with the lead bidder. The bills should be raised only by the lead bidder and the payment will be made only to the lead bidder. The security agency will not have any claim in respect to the contract.

9. Termination of Contract:

9.1. Termination for Default:

- a) The Director of Collegiate Education 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 any or all category of man power within the time schedule specified in the order, or within any extension thereof granted by the Directorate of Collegiate Education.
 - 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 Director of Collegiate Education terminates the contract in whole or in part, the Director of Collegiate Education may appoint, upon such terms and in such manner as it deems appropriate, the manpower similar to those provided and in that case the contractor whose contract is terminated in whole or in part shall be liable to the Directorate of Collegiate Education for any additional costs involved in appointing and engaging workers to the designated destinations. However, the contractor shall continue the performance of the contract to the extent not terminated. The Director of Collegiate Education reserves the right to take further action against the contractor whose contract has been terminated in whole or in part.

9.2. Termination for Insolvency:

The Director of Collegiate Education may terminate the contract at any time by giving 15 days written notice to the contractor without compensation to the contractor and without incurring any liability if the contractor becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Directorate of Collegiate Education.

9.3. Termination for Convenience:

The Director of Collegiate Education 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 Directorate of Collegiate Education's 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, earthquake, 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 Directorate of Collegiate Education such conditions and the causes thereof through email within 24hrs of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Directorate of Collegiate Education within 3 days from the date of occurrence of such event. Unless otherwise directed by the Director 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) In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the contractor shall not be liable to pay penalty. 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 Director of Collegiate Education may at its option and discretion terminate the contract.

d) The price quoted by the bidder and accepted by the Director of Collegiate Education 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. Conciliation & Arbitration:

11.1. Conciliation:

If any dispute or difference arises between the Director of Collegiate Education and 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 Director of Collegiate Education. 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.

11.2. Arbitration:

In case of any dispute or difference arising between the Directorate of Collegiate Education 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 Director of the Collegiate Education. 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 Director of Collegiate Education 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 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 Directorate of Collegiate Education 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.

12. Jurisdiction:

The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Directorate of Collegiate Education and the Contractors arising out of the Contract.

6. LETTER OF THE TENDERER

To

The Director of Collegiate Education,
Directorate of Collegiate Education,
Chennai -6

Sir,

I / We do hereby tender / offer to the Directorate of Collegiate Education for the “Supply of sweepers / scavengers / watchmen as outsourcing mode to Government Arts & Science and Education Colleges, 8 Regional Joint Directors Office located at various places in Tamil Nadu and Directorate of Collegiate Education, Chennai -6.” conforming to the terms and conditions and to the conditions stated in the annexed Contract and specification attached here to.

I / We have understood that the requirement of the Directorate of Collegiate Education is noted. The details of the man power to be supplied and have carefully understood the conditions of contract and the specifications with all the stipulations of which I / We agree to comply.

I / We hereby undertake to complete proper supply of workers at the places mentioned in the specification, within the time limit specified by the Directorate of Collegiate Education.

I am / We are quite aware that manner of execution of work and time of delivery are 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 Directorate of Collegiate Education, without any notice to me / us.

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

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 seven days from the date of receipt of the order.

I / We undertake to sign the contract with the Directorate of Collegiate Education on the lines of the tender conditions in the tender documents.

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 failure to deposit securities mentioned above or to produce the latest income tax and GST clearance certificate or to execute the contract within the period of 15 days as referred to above, the sum of Rs. 6,09,880/- (Rupees Six Lakhs Nine Thousand Eight Hundred and Eighty Only) deposited with the tender shall be forfeited by the Directorate of Collegiate Education and in addition, the Director of Collegiate Education, shall be entitled to cancel the contract and there upon arrange for any other person or persons to engage the work herein before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason or such failure on our part.

I / We hereby further agree and undertake that:

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Directorate of Collegiate Education to appoint any agency / firm conforming to terms and conditions.

Having fully understood the tender conditions and the above undertaking in this letter, we sign thisDay ofat Chennai.

Yours faithfully,

Authorized Signatory :

Name & Title of Signatory :

.....

Name of the Bidder :

.....

Address :

ANNEXURE - I

7. FUNCTIONS AND RESPONSIBILITIES OF THE BIDDER / CONTRACTOR

- 1) Number of sweepers/scavengers/watchman allotted for each college / Office should not be reduced. In case of absence of an employee should be replaced by another or the work to be performed must be completed within stipulated time. Female sweepers / scavengers shall be allotted for women colleges.**
- 2) The successful bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract.**
- 3) The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities in order to maintain quality services and minimize operational problems.**
- 4) The contractor should provide uniforms and protective gears as mandated to all the workers engaged. Necessary material required for work execution will be supplied.**
- 5) Every Employee should have Identity Card issued by the Contractor. No one could be permitted within the campus without Identity Card.**
- 6) The Toilets should be cleaned twice a day i.e. before commencement of the college/ office and after interval time. Duty time will be intimated by concerned College Principal / Head of Office.**
- 7) The corridors / common areas and the staircase should be cleaned twice a day.**
- 8) A Chart indicating the cleaning schedule and time of actual cleaning should be displayed in all common toilets.**

- 9) **The cleaning of wash basins with soft detergent and brush should be done every day. Stain removal should be done every week.**
- 10) **Lifting, Carrying and disposing the dead birds / animals, rats, insects etc., should be done, if found in and around the college /office campus.**
- 11) **Removal of all blockages inside and outside the Toilets, Swear line etc. should be done then and there by the Contractors at his own cost.**
- 12) **Employees should report to the official who is designated for this purpose after completion of work every day.**
- 13) **The proper register / records for the work carried out by the workers shall be maintained by the contractor which should be submitted to the competent person for this purpose.**
- 14) **The successful bidder / contractor should not alter the superstructure of the building or for that matter alter or remove or replace any other parts or pipelines etc. without the prior permission of the concerned person.**
- 15) **If any materials is found damaged due to negligence of the contractor / worker etc. the contractor will be penalized for the loss to the college / office which will be made good by deducting from the contractor's bill.**
- 16) **The watchman employed to the college premises should be available during his duty time. The duty time will be intimated by concerned college authorities.**
- 17) **The contractor should keep the Director of Collegiate Education / Principal indemnified against claims, actions, proceedings brought or instituted against the Director of Collegiate Education / Principal by any of the contractor's employees or any third party in connection, relating to, or arising out of the services under this agreement.**
- 18) **The contractor shall arrange for disposal of accumulated garbage at the designated place.**

ANNEXURE – II

8. STATEMENTS AND DECLARATIONS

PROFILE OF THE TENDERER

The Tenderer shall furnish the following details without fail.

- a) Name of the Organization :
- b) Nature of the Organization :
(i.e. Public Sector Undertaking / Public Ltd / Private Ltd Company / Agent / Sole Proprietorship)
- c) Number and Year of Registration / Incorporation :
- d) Address of the Registered Office of the Company / Firm /Agency with phone, Fax, and Email ID. :
- e) Sub-Agent :
(Proof for authorization letter from the sole agent shall be enclosed)
- f) Audited annual report for the last three years :
(Copy of the same along with Technical Bid shall be enclosed)
- g) A copy of PAN card attested by the Company Secretary or Director or the Auditor shall be enclosed.
- h) A copy of certificate of valid Registration from competent authority.

Note: The Tenderer shall enclose documentary proof for the above without fail.

ANNEXURE – III

9. ANNUAL TURNOVER STATEMENT FOR TENDERER

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

Sl No.	Years	Turnover in lakhs (Rs.)
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	

Date:

Seal:

**Signature of the Tenderer
with seal**

**Signature of the Auditor /
Chartered Accountant
(Name in Capital with
Registration Number)**

ANNEXURE – IV

10. STATEMENT OF ORDERS EXECUTED DURING THE PAST THREE YEARS.

(To be filled in by the tenderer)

S .No.	Name & Address of the Organization	Order No.& Date	Name of the work	Number of workers	Value of order Rs.	Scheduled Date of Supply of workers as per date	Actual Date of supply of order
1	2	3	4	5	6	7	8

SEAL

SIGNATURE : :

DESIGNATION : :

COMPANY : :

DATE : :

ANNEXURE – V

11. FORMAT OF AUTHORISATION LETTER

To

The Director of Collegiate Education,
Directorate of Collegiate Education,
D.P.I. Campus, College Road,
Chennai -600 006

We hereby irrevocably authorize_____ (type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with the Director relating to Tender Ref. R.C. No.32560 /B4 /2019

Signature of the Proprietor / Partner

Place:

Date:

Note: Signature of the Authorized person should be attested.

ANNEXURE – VI
12. DECLARATION

I / Wehaving the registered office at

..... hereby declare that the Agency /Firm /
Company or its Partners / Shareholders have not been blacklisted by
Directorate of Collegiate Education or any Undertaking / Board of the Central /
State Governments.

Signature of the Tenderer
with Seal

ANNEXURE – VII

13. DECLARATION FORM

I / Wehaving the registered office atdeclare that I / We have carefully read all the terms and conditions of Tender floated by the Directorate of Collegiate Education, Chennai vide Tender Ref.No. for providing manpower at outsourcing mode strictly conforming to the terms and conditions as given in the Tender Document and I / We shall abide by all the conditions set forth therein within the stipulated time.

Signature of the Tenderer
with Seal

ANNEXURE – VIII

14. CERTIFICATE

It is certified that I / Wehave offered to provide manpower such as Sweepers / Scavengers / Watchmen (Annexure - I) within Ten (10) days.

Signature of the Tenderer
with Seal

ANNEXURE – IX

15. CERTIFICATE

I / We having office atdeclare that the tender forms downloaded from the websites www.tndce.in and www.tenders.tn.gov.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 - X

16. 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;

AND 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] _____ [in words] and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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 6 (Six) Calendar months from the date of issue of certificate of completion.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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 – XI

17. AGREEMENT FORM

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

THIS AGREEMENT made theday of 20
.....between

(Name and Address of Purchaser) represented by the Director of Collegiate Education.....

(hereinafter “ Purchaser “) of one part and (Name and Address of Firm /Agency etc.)

..... (hereinafter “ Service Provider “) 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 certain services should be provided by the Service Provider, viz.,

(Brief Description of Services) and has accepted a bid by the service provider for the supply of those manpower and services for the sum of (Contract Price in Words and in 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 construed as part of this Agreement, viz.

(a) the Bid Form and Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract

(e) the Special Conditions of Contract ; and

(f) the procurer's Notification of Award

3. In consideration of the payments to be made by the Purchaser to the Service provider as hereinafter mentioned, the Service Provider hereby covenants with the purchaser to provide the 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 Service Provider in consideration of the provision of the Services 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 SERVICESWHICH SHALL BE SUPPORTED/ PROVIDED BY THE SERVICE PROVIDER

S.No	Description of Service	Cost for one day	Tax Payable
1	Sweeper		
2	Scavenger		
3	Watchman		

Schedule:

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 Service Provider)
(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

PRICE BID

(TO BE FURNISHED IN PART – B COVER)

RATES OFFERED FOR OUTSOURCING WORKERS -- SWEEPER

S. No	Name of the District	District Collectorate Wage Rate	No of Workers Offered	PER HEAD RATE /PER DAY	Service Charges.	(GST) % Percentage
				Rs.		

OFFICE SEAL

SIGNATURE WITH
DESIGNATION &
DATE

PART – B

PRICE BID

(TO BE FURNISHED IN PART – B COVER)

RATES OFFERED FOR OUTSOURCING WORKERS -- SCAVENGER

S. No	Name of the District	District Collectorate Wage Rate	No of Workers Offered	PER HEAD RATE /PER DAY	Service Charges.	(GST) % Percentage
				Rs.		

OFFICE SEAL

SIGNATURE WITH
DESIGNATION &
DATE

PRICE BID

OUTSOURCING WORKERS						
S. No	Category of WORKER	Name of the District & Collectorate Wage Rate	No of Workers Offered	Wages for a worker for a day Rs.P.	Service Charges	Amount in Rs.P.
(1)	(2)		(3)	(4)	(5)	(3X4)
1	Sweeper					
2	Scavenger					
3	Watchman					

OFFICE SEAL

SIGNATURE WITH
DESIGNATION &
DATE

No.of Man Power Required

1. No.of sweepers	-	280
2. No.of scavengers	-	98
3. No.of watchmen	-	208
		<hr/>
		<u>586</u>

List of Colleges

CHENNAI REGION	
S.NO	NAME OF THE COLLEGE /OFFICE
1	Directorate of Collegiate Education, Chennai – 6.
2	The Joint Director of Collegiate Education, Chennai Region, Chennai -15.
3	Presidency College, Chennai-5
4	Queen Mary's College, Chennai-4
5	Bharathi Womens College, North Madras, Chennai - 108
6	Quaid-e-Millath Government College for Women, Chennai-2
7	Government Arts College for Men, Nandanam, Chennai -35
8	Dr. Ambedkar Government Arts College, Vyasarpadi, Chennai-39
9	Government Arts and Science College, Perumbakkam
10	Government Arts and Science College, R.K.Nagar, Chennai-81
11	Lady Wellington Institute of Advanced Study in Education, Chennai-5
12	Institute of Advanced Study in Education, Saidapet, Chennai – 15

TRICHY REGION

S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Trichy Region, Trichy-23
2	Periyar E.V.R College, Trichy-23
3	Government Arts College, Trichy-22
4	Government Arts College, Karur
5	Aringar Anna Government Arts College, Musiri
6	Government Arts College , Kulithalai
7	H.H. The Rajah's College, Pudukottai
8	Government Arts College for Women, Pudukottai
9	Government College of Education, Pudukottai
10	Govt. Arts and Science College, (Co-Ed) , Karambakudi
11	Government Arts and Science College, Veppanthattai

TIRUNELVELI REGION	
S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Tirunelveli Region, Tirunelveli
2	Rani Anna Government Arts College for Women, Tirunelveli
3	Govt. Arts College, Surandai
4	Govt. Arts and Science College, Kovilpatti
5	Govt. Arts and Science College, Nagercoil

VELLORE REGION	
S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Vellore Region, Vellore
2	Muthurangam Government Arts college, Vellore
3	Government Thirumagal Mills College, Gudiyatham
4	Aringar Anna Government Arts College for Women, Walajapet
5	Government College of Education, Vellore
6	Puratchi Thalaivar Dr. M.G.R Government Arts and Science College, Madhanur
7	Rajeswari Vedhachalam Government Arts College, Chengalpattu
8	Puratchi Thalaivar Dr. M.G.R Government Arts and Science College, Uthiramerur
9	Arignar Anna Government Arts College, Cheyyar
10	Government Arts College, Thiruvannamalai
11	Thiru A Govindasamy Government Arts College, Tindivanam
12	Aringar Anna Government Arts College, Villupuram
13	Dr. M.G.R Government Arts and Science College for Women, Villupuram
14	Government Arts College, Chidambaram
15	Periyar Arts College, Cuddalore
16	Thiru Kolanjiappar Government Arts College, Virudhachalam
17	Manbumigu Dr. Puratchi Thalaivar M.G.R Government Arts and Science College, Kattumannarkovil
18	Loganatha Narayanaswamy Government Arts College, Ponneri
19	Arulmigu Subramaniya Swamy Government Arts College, Tiruttani

DHARMAPURI RJD	
S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Dharmapuri Region , Dharmapuri
2	Government Arts College, Dharmapuri
3	Govt. Arts and Science College, (Women), Karimangalam
4	Bharat Ratna Puratchi Thalaivar Dr. M.G.R Government Arts and Science College, Palacode
5	Government Arts College, Krishnagiri
6	Government Arts College for Women, Krishnagiri
7	Govt. Arts and Science College,(Co-Ed) , Hosur
8	Government Arts and Science College for Women,Burgur
9	Government Arts College, Salem-7
10	Government Arts College for Women, Salem - 8
11	Arignar Anna Government Arts College, Attur
12	Thiruvalluvar Government Arts College, Rasipuram
13	Aringar Anna Government Arts College, Namakkal
14	Namakkal Kavingnar Ramalingam Government Arts College for Women, Namakkal
15	Govt. Arts and Science College, (Co-Ed) , Komarapalayam
16	Government College of Education, Komarapalayam

COIMBATORE REGION	
S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Coimbatore Region, Coimbatore
2	Government Arts College, Coimbatore
3	Government College of Education for Women, Coimbatore
4	Government Arts College, Tiruppur
5	L.R.G.Government Arts College for Women, Tiruppur
6	Government Arts College, Udhamandalam
7	Government Arts College, Udumalpet
8	Govt. Arts and Science College, (Co-Ed) , Kangeyam
9	Government Arts and Science College, Sathyamangalam
10	Government Arts and Science College, Mettupalayam
11	Government Arts and Science College, Avinasi
12	Government Arts and Science College, Palladam
13	Government Arts and Science College, Thittamalai

MADURAI REGION	
S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Madurai Region, Madurai
2	M.V.M. Government Arts College for Women, Dindigul
3	Govt. Arts and Science College, (Co-Ed) , Kadaladi
4	Alagappa Government Arts College, Karaikudi
5	Govt. Arts and Science College, (Co-Ed) , Mudhukulathur
6	Government Arts College, Melur
7	Government Arts College for Women, Nilakottai
8	Government Arts College, Paramakudi
9	Sethupathy Government Arts College, Ramanathapuram
10	Government Arts College for Women, Ramanathapuram
11	Raja Dorai Singam Government Arts College, Sivagangai
12	Government Arts College for Women, Sivagangai
13	Govt. Arts and Science College,(Co-Ed) , Sivakasi
14	Govt. Arts and Science College, (Co-Ed) , Thiruvadanai
15	Government Arts and Science College, Veerapandi
16	Sri Meenakshi Government Arts College for Women, Madurai
17	V.S.S.Government Arts College, Pulankurichi
18	Bharatha Rathna Dr. A.P.J. Abdul Kalam Government Arts & Science College.

THANJAVUR REGION

S.NO	NAME OF THE COLLEGE /OFFICE
1	The Joint Directorate of Collegiate Education, Thanjavur Region, Thanjavur
2	Government Arts College, Ariyalur
3	Dr. Puratchi Thalaivar M.G.R Government Arts and Science College, Kudavasal
4	Government Arts College, Kumbakonam
5	Government Arts College for Women, Kumbakonam
6	Government Arts and Science College, Manalmedu
7	Mannai Rajagopalasamy Government Arts College, Mannargudi
8	Dharmapuram Gnanambigai Government Arts College for Women, Mayiladuthurai
9	Government College of Education, Orathanadu
10	Govt. Arts and Science College,(Co-Ed) , Peravurani
11	Ponmana Semmal Puratchi Thalaivar M.G.R Government Arts and Science College, Seerkazhi
12	Kundavai Nachiyar Government Arts College for Women, Thanjavur
13	Raja Serfoji Government College, Thanjavur
14	Thiru.Vi.Ka Government Arts College, Tiruvarur