



ANNA UNIVERSITY
Sardar Patel Road, Chennai – 600 025

**Providing Manpower Services on Outsourcing
Basis to Anna University**

Ref. No. 002 / AU / 2023 – 24

Date: 04.10.2023

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SECTION 1 – INVITATION FOR BIDS

1. About the University

Anna University (AU), one of the premier Technical Universities in the Country, is offering various Programmes in the fields of Engineering, Technology, Architecture, Management & Applied Sciences. AU serves the community for the societal development through excellence in Teaching, Research & Consultancy works in various domains of Engineering and producing professionals with technical expertise, professional skills and ethical values. A complete list of Departments & Centres in AU is available at “www.annauniv.edu”. AU requires services of a reputed, well established Company / Firm / Agency for providing Manpower to carry out the assigned works in the University Offices / Departments / Academic & Research Centres and other specified places of the University premises.

2. Notice Inviting Tender

The University invites bids from eligible, experienced and financially sound Companies / Firms / Agencies for ‘Providing Manpower’ for a period of one year. This tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 and subsequent amendments thereof are applicable to this Tender.

Prospective bidders shall visit the University and acquaint themselves with the scope & schedule of work before participating in the pre-bid meeting, if required. In order to familiarise the bidders on scope of the work and obligations in the proposed contract, a pre-bid meeting will be conducted with bidders.

For any queries related to the Bid submission, bidders shall contact by email registrar@annauniv.edu or telephone number 044 – 2235 7004 (from 10:00 AM to 05:00 PM in all working days).

The tenders are in Two Part System (a) Technical Bid and (b) Financial Bid. All the bidders are requested to go through the instructions, terms &

conditions and specifications laid down in the Tender document. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bids. All tender documents including Technical and Financial bids should be submitted in **Tamil Nadu Government Tender Portal (www.tntenders.gov.in)**

The Companies / Firms / Agencies not fulfilling the "Eligibility Criteria" as per Section 3 will not be considered and will be summarily rejected.

Tender Document No.	002 / AU / 2023 – 24
Date of Tender Document	04 th October 2023
Description	Engagement of Company / Firm / Agency for providing Manpower Services on Outsourcing Basis to Anna University
Estimated Tender Value	Rs. 2.45 Crores
EMD Value	Rs. 2,45,000/- (Rupees Two Lakhs and Forty-Five Thousand only)
Last Date & Time of submission of Online Bid	02 nd November 2023 (till 11:00 AM)
Submission of Bids	<ul style="list-style-type: none"> • Two Bid System will be followed for this tender (Technical Bid and Financial Bid). • The proposals shall be submitted in two parts, viz., Technical Bid and Financial Bid and should be as per the formats given in 'Annexures'. • Bid documents will be available on website – 'https://tntenders.gov.in' from <u>04.10.2023</u> to <u>02.11.2023</u> up to 11:00 AM for submission of bids. The bidders must possess a Digital Signature Certificate and submission of bids is through online on 'https://tntenders.gov.in' and any other mode is not accepted.

Place of Opening of Bids	Academic Council Hall, Anna University, Chennai – 600 025.
Date and Time of Opening of Bids	03 rd November, 2023 at 03:00 PM
Place of Pre-Bid Meeting	Academic Council Hall, Anna University, Chennai – 600 025.
Date & Time of Pre Bid Meeting	10 th October, 2023 at 11:00 AM

SECTION 2 – SCOPE OF WORK

- (A). Nearly 75 Nos. of Manpower in combination of skilled & un-skilled such as Technical, Secretarial & Office assistant categories are to be provided to AU. The above requirement is only tentative and may vary and depending upon the volume of work, functional requirements etc. Any additional requirements / variations of manpower including qualifications is the sole discretion of AU and the same shall be communicated to the Company / Firm / Agency, which will be final and binding, as and when the need arises during the period of contract.
- (B). Initially, the contract will be awarded for one year. The period shall be further extended up to a maximum of another one year, depending on the satisfactory performance and as recommended by the AU Empowered Expert Committee (AU EEC). The estimated Annual cost of the work is **Rs. 2,45,00,000/- (Rupees Two Crores and Forty-Five Lakhs only)** which may vary from time to time.
- (C). Pre-qualification of the Company / Firm / Agency shall not imply final acceptance of the Financial Bid. The Company / Firm / Agency may be rejected at any point during Technical or Financial evaluation. The decision in regard to acceptance and / or rejection of any offer in part or full shall be the sole discretion of AU and decision in this regard shall be binding on the Company / Firm / Agency.
- (D). The Company / Firm / Agency shall intimate the name(s) of near relatives posted anywhere in AU.
- (E). The Company / Firm / Agency will designate person(s) who will be responsible for handling depute affairs, as respective contract managers.
- (F). AU will raise indent for manpower requisition, for the categories of deputees mentioned below, clearly defining the role profiles including duties and responsibilities of the staff needed purely on deputation. The tentative number of staff needed under each category, along with Educational qualification(s) & relevant experience are indicated in Table 1.

The Job description, Competencies / Skills, and duration of deputation required for each category are also listed below.

Table 1: Requirements of AU

Name of the Category		Qualification & Experience	Requirement of Personnel
a).	Technician	ITI with minimum of 2 years of experience in the relevant trade.	25
b).	Technical Assistant	Diploma with minimum of 2 years of experience in Industries / Research Labs / Institutes / Universities.	5
c).	Secretarial Assistant	Any degree from the recognized University / Institute with proficiency in Word Processing, Spreadsheets, Presentations, Business management software, etc. with minimum of 2 years of experience.	25
d).	Office Assistant	VII Pass with minimum of 2 years of experience.	20

Job Description and Competencies

a). Technician

Deputed Technician(s) should have the following competencies:

- Acquaintance with types of existing facilities in the laboratory.
- Familiarity with engineering drawings of the layout/equipment.
- Proficiency in operating machinery, equipment, instruments & test facilities available in the laboratory.
- Ability to perform repairs and preventive maintenance.
- Knowledge of the functioning of each system, component and aggregate of the equipment / facility, available in the laboratory.
- Knowledge on maintenance of tools and equipment.
- Basic computer skills.

- Ability to maintain the laboratory / workshop in an organized manner.
- Ability to work in teams, good communication and interpersonal skills.

b) Technical Assistant

Deputed Technical Assistant(s) should have the following competencies:

- Assisting in setting up the equipment / machineries / facilities required for conducting experiments in the laboratory.
- Maintenance of Computers / Servers / Printers in the Laboratory / Department.
- Capable of installing & updating the software in the computers.
- Setting up the required apparatus and instruments either inside the laboratory or in the Department as necessary.
- Explain theoretical principles to the students during the laboratory classes.
- Maintaining student lab observation & record books.
- Assisting the Course Instructors in conduct of laboratory classes.
- Maintaining the inventory of apparatus, instruments and equipment and report the defective equipment / facility to the notice of the Lab In-charge.
- Performing minor repairs to equipment, instruments and apparatus, if required.

c) Secretarial Assistant

Deputed Secretarial Assistant(s) should have the following competencies:

- Typing work, Recording and Indexing of files, Dispatch work, Preparation & maintenance of records, Registers and any other official works as assigned by the Unit officer / Head / Director as and when required.
- Preparing notes, drafts and memoranda.
- Drawing out reports, statements and attending to correspondence.

- Movement of files, and maintaining the record of stock.
- Maintaining accounts, Preparing budget, bills and other statements.
- Ability to plan and prioritize work.
- Knowledge of administrative procedures.
- Knowledge of current technology, computer systems, information technology, data handling and archiving.

d) Office Assistant

Deputed Office Assistant(s) should have the following competencies:

- Serve refreshments to the Visitors.
- Clean office on daily basis including cleaning of furniture, light fixtures, office equipment and maintains the cleanliness of office premises.
- Responsible for disposal of trash, waste, and other disposable material
- Dealing with queries or requests from the visitors and employees.
- Coordinating the maintenance and repair of office equipment.
- Periodical removal of cobwebs, cleaning of doors & windows as scheduled.
- Use safety precautions in all housekeeping services.
- Able to move outside office for any kind of task directed to him / her.
- Should be active, attentive and considerate & good attitude.
- Assists in menial office tasks required by the office staff.
- Proficient in operating Photocopier and printing machines.

(G). The numbers indicated in the above Table 1 are only approximate and to be used for the purpose of estimating average service charges per month/deputee in BoQ (Annexure – D). These numbers in no means shall indicate a commitment from AU and shall not become an obligation pertaining to this tender.

- (H). The Company / Firm / Agency is required to send Resumes of the candidates having relevant experience and qualification within 7 days (or earlier as the case may be) after receiving the requisition from AU.
- (I). The Company / Firm / Agency will facilitate in conducting the interview of the shortlisted candidates on a date to be fixed by AU in consultation with the Company / Firm / Agency.
- (J). Based on the performance of the candidates in the interview, suitability, experience and background in relation to the envisaged job requirement, AU will select the candidates and the Company / Firm / Agency will facilitate the deputation of such selected candidate(s) to AU within maximum period of 7 days.
- (K). The personnel deputed to AU **shall not be below the age of 18 years and above 55 years of age** should have a valid contract of employment with the Manpower Company / Firm / Agency. **Personnel deputed by the Company / Firm / Agency shall require to work a maximum of 26 days in a month as per the Labour laws.**
- (L). The Company / Firm / Agency shall follow all the rules and guidelines decided by AU authorities. It is the responsibility of the Company / Firm / Agency to ensure that all the staff deployed shall be medically fit and their antecedent will be verified before the deployment in AU.
- (M). The Company / Firm / Agency shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by State / Central Government.
- (N). The personnel will be on a deputation period of 12 months or such other period. The period of deputation shall be reduced / extended upon mutual discussion between AU & the Company / Firm / Agency.
- (O). The Company / Firm / Agency will handover deputation letter to the deputees, giving details of his/her service conditions and details of salary with breakup and send the copy of the offer letter to AU.

- (P). The Company / Firm / Agency will issue photo Identity cards to the deputees in the format as specified by AU and also complete all the statutory requirements with regard to their deputees, such as obtaining PF No, issue of ESI Cards, opening Bank Accounts for salary credit etc., within 7 days from the date of their engagement. The salary and other payments to the deputees as claimed shall be paid into their bank accounts and proof of payment shall be submitted to the Registrar, Anna University within 5 days of payment. The payment of salary shall not be below that of the minimum wages as fixed by the Statutes wherever applicable.
- (Q). If a deputees provided by the Company / Firm / Agency, leaves the services of the company prior to expiry of contract, the Company / Firm / Agency shall provide replacement(s) based on the requirement of AU within a maximum period of 7 days **without any further charges for the replacement.**
- (R). Every personnel deputed by the Company / Firm / Agency shall be an employee of the said Company / Firm / Agency and none of the deputees of the Company / Firm / Agency shall have any claim whatsoever against AU. The deputees should not claim any Master and Servant relationship with AU. AU will not be responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed employees.
- (S). AU shall pay the agreed amount on production of monthly invoice (in duplicate) for the amount due towards services rendered during the preceding one month. The monthly invoice shall include supporting documents along with proof of payment of other statutory levies including copy of monthly Pay Slip. The Company / Firm / Agency will make payment through bank only. No other charges of any kind shall be payable. No advance payment shall be made to the Company / Firm / Agency. There would be no increase in rates payable to the Company / Firm / Agency during the contract period **except in case of enhancement of Minimum wages by the State / Central Government.** Any adjustment for the services rendered in the month, shall be made in the subsequent month.
- (T). The Company / Firm / Agency will be responsible for complying with the

obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for AU. The Agency should pay the exact amount to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination on recurring instances.

- (U). Deputed personnel cannot be replaced / transferred without prior approval from AU. Similarly, if the performance of any service personnel is not found satisfactory, AU has the right to ask the Company / Firm / Agency to change the concerned personnel. Change of Personnel as requested by AU should be effected by the firm within 7 days from the date of request by AU.
- (V). Company / Firm / Agency will be responsible for compliance of all statutory provisions of Rules/ Regulations/ guidelines applicable to the deutees. The Company / Firm / Agency shall also comply with all necessary registration, licenses, approvals and sanctions under the applicable laws.
- (W). The Tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act / Rules, as amended from time to time.
- (X). The contract can be terminated by either party by giving one month's notice in advance.
- (Y). AU reserves the right to modify/change/delete/add any further terms and conditions prior to issue of work order. Conditional tenders shall not be considered.
- (Z). **AU is not bound to accept the abnormally low bid and/or assign any reasons for rejecting any or all the bids.** If the AU EEC is not convinced with the details and proofs for lowest quoted bids, such bids shall not fetch award of contract. It is further stated that the personnel so employed by the Company / Firm / Agency and deputed in the offices of AU shall have no right to employment against any post of AU and also stated that their services are being taken on purely Outsource basis.

SECTION 3 – ELIGIBILITY CRITERIA & TECHNICAL BID

The Company / Firm / Agency should satisfy the following criteria for participating in the tender process.

- (A). The bidding Company / Firm / Agency should have a registered office in India. (Submit a copy of registration/Incorporation Certificate)
- (B). The firm should be in business for at least three years in providing manpower to clients including Government / Autonomous Bodies / Public Sector Undertakings.
- (C). The Company / Firm / Agency should have successfully executed/ completed similar works, providing skilled, un-skilled, semi-skilled, highly skilled such as technical, secretarial, managerial and supervisory categories in Govt./Public Sector Undertakings/Autonomous Bodies (Providing Manpower Services for deployment of a minimum of 100 personnel in one Govt./Autonomous Bodies/ Public Sector Undertakings or 50 personnel each in any two Govt./Autonomous Bodies/ Public Sector Undertakings) during the last three years from the date of publication of this tender. Submit work orders and performance certificate as documentary proof for successfully executed/ completed similar works as per Annexure – A. The Company / Firm / Agency Successfully executed/completed for similar works as detailed below:
 - (i). 3 Similar Contracts each costing not less than Rs. 50 Lakhs
(or)
 - (ii). 2 Similar Contracts each costing not less than Rs. 1 Crore
(or)
 - (iii). 1 Similar Contract costing not less than Rs. 1.5 Crores.
- (D). The Company / Firm / Agency should have at least one running contracts of similar nature (Providing Manpower Services for deployment of a minimum of 50 personnel). The details of the same along with supporting documents are to be submitted as per the Annexure – B.

- (E). The Company / Firm / Agency must have an Annual turnover of at least Rs. 3 Crores in the last two financial years (cumulative) preceding the current financial year i.e. 2020-21, 2021-22 (Financial statements / certificates issued by Chartered Accountant should be submitted as proof).
- (F). The Company / Firm / Agency should submit a valid labour license issued from Regional Labour Commissioner under Contract Labour Act, 1970.
- (G). The Company / Firm / Agency should have registration with Employee Provident Fund Organisation, Employees State Insurance Corporation, Goods and Services Tax, Income Tax Department (Permanent Account Number).
- (H). The Company / Firm / Agency should submit the performance satisfactory certificate from the previous organization for supply of manpower services in the last two previous years.
- (I). The Company / Firm / Agency should submit the documentary proof for remittance of EPF and ESI for the personnel for the last six months.

SECTION 4 – FINANCIAL BID

- (A). The financial bid should be submitted as per the proforma (Annexure – D).
- (B). Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (C). The financial bid will be opened only if the Company / Firm / Agency is qualified as per technical bid.
- (D). The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rules 2000 and amendments made thereon in the Act & Rules by the Government.

SECTION 5 – EVALUATION OF BIDS

- (A). Date of opening of bids will be as per this tender document.
- (B). AU will evaluate the technical bids for minimum eligibility adherence based on the data provided by the bidder as the format given in Annexure – C.
- (C). AU will open the financial bid of those who have qualified in the technical bid on the date to be announced by AU.
- (D). Financial bids will be opened and the lowest financial bid amongst those qualified in the Technical bid will be declared as successful bidder (L1). The contract will be awarded to the successful bidder (L1), subject to other usual conditions.
- (E). In case more bidders quoted the same lowest price, the lowest bidder will be selected on the basis of the following conditions in sequence:
 - I. Annual value of turnover: Bidder having a larger turnover will be given preference
 - II. Number of years of experience.
 - III. Value of similar works executed: Bidder having large value of similar works executed will be given preference.
- (F). AU reserves the right to negotiate with the bidder whose offer is the lowest evaluated price for further reduction of price. AU also reserves the right to negotiate with other bidders to match the negotiated L1 price or below, according to the Tamil Nadu Transparency in Tenders Rules, 2000.

SECTION 6 – TERMS AND CONDITIONS OF CONTRACT

A. General Terms & Conditions

- (i). The bidder shall study the Scope of Work and Technical Bid in detail as given in Sections 1 & 2 before submitting the bid.
- (ii). A pre-bid meeting with the prospective bidders will be arranged approximately within 7 working days of the tender. Clarification to the queries and doubts raised by the bidders will be issued as a corrigendum/addendum in the e-tenders portal.
- (iii). The prices quoted must be considering all scope of work, and eligibility criteria mentioned in Section 3. The prices quoted by the bidders should be inclusive of statutory levies and applicable GST. Price quoted as “NIL” service charges shall be rejected as non-responsive. All conditional tenders will be summarily rejected.
- (iv). Letter of Intimation and acceptance will be communicated by post / email to the successful bidder to the address indicated in the bid.
- (v). AU reserves the right to reject the whole or any part of the tender without assigning any reason or to accept them in part or full.
- (vi). Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will lead to rejection of offers.
- (vii). AU reserves the right to withdraw / relax / alter / modify any or all the terms and conditions mentioned in this tender document so as to overcome the problem(s) encountered by the Companies / Firms / Agencies.
- (viii). AU reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and decision of AU shall be final and binding on the Bidder.
- (ix). The server time (which is displayed on the bidders' dashboard) will be

considered as the standard time for referencing the deadline for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- (x). AU will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

B. Earnest Money Deposit (EMD)

- (i). EMD of Rs. 2,45,000/- (Rupees Two Lakhs and Forty-Five Thousand only) should be transferred through online payment mode in e-tender portal of <https://tntenders.gov.in> on or before due date 02.11.2023 before 11:00 AM. Any other mode of payment of EMD shall not be accepted.
- (ii). Bidder has to select the payment option as “Pay online” to pay the EMD amount. Only after payment of EMD, Bidder will be able to upload their bids. In order to avoid any issues and last-minute delay in processing of payment online, it is recommended to make payment and submit the bid as early as possible. AU will not be held responsible for any sort of difficulty faced / failure in submission of bids online by the bidder.
- (iii). The EMD will not carry any interest. Non-submission of EMD details on or before the due date and time will result in rejection of the bid.
- (iv). The amount of EMD is liable to be forfeited, if the bidder withdraws from the offer after submission of the tender or after the acceptance of the offer.
- (v). Exemption of EMD will be given to the Company / Firm / Agency, subject to submission of undertaking by the Company / Firm / Agency seeking such exemption, as per the existing Government orders. Copies of relevant orders/ documents regarding such exemption should be submitted along with the tender document.

C. Preparation of Tender

- (i). The bids should be submitted through online only in two bid system i.e. Technical Bid and Financial Bid separately.

- (ii). The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status be indicated below the signature along with official stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of tender submitted by the firm.
- (iii). The tenders of the contracting agency/firm/company not in possession of valid statutory license / registrations are liable for rejections.
- (iv). If any relative of the bidder is an employee of AU, the name, designation and relationship of such employee shall be intimated to the Registrar, Anna University in writing, while submitting the tender.
- (v). No bidder will be allowed to withdraw / alter / modify after submission of tenders within the bid validity period.
- (vi). The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders.
- (vii). If the application is made by a firm, it shall be signed (with seal) by the partner(s) of the firm above full typewritten name(s) and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
- (viii). If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant

shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.

D. Validity of Offer

The Tender shall remain open for acceptance/validity till 120 days from the date of opening of the tender. However, the day up to which the offer is to remain open being declared closed holiday for AU, the offer shall remain open for acceptance till the next working day.

E. Execution of Contract and Security Deposit

- (i). A Contract / Agreement shall be entered into with successful bidder by AU.
- (ii). Declaration of Non-Black/Debarring listing to be executed & attested by Public Notary / Executive Magistrate on Rs. 100/- Stamp paper by successful bidder as per Annexure – F.
- (iii). The successful bidder shall submit a Performance Security deposit of 3% of the contract amount by way of Bank Guarantee / FDR / Insurance Surety Bonds obtained from any commercial bank within 15 days, which shall be released on expiry/termination of the contract after adjustment of dues, if any.
- (iv). Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of contractor.

F. Insurance & Provident Fund

Group Insurance should be provided to the deployed personnel by the selected Company / Firm / Agency. Group insurance including ESI coverage & Employee Provident Funds at applicable rates from time to time, should be paid every month for all deployed personnel by the Company / Firm / Agency.

G. Liability

The Company / Firm / Agency is responsible for any cash theft or stock deficit or loss / damage caused by the personnel deputed by the Company / Firm / Agency during the course of the contract, and the same will be recovered from the Company / Firm / Agency.

H. Dispute Resolution & Arbitration

- (i). All disputes, controversies, claims or differences arising out of or relating to the execution of this Agreement shall be resolved amicably by mutual consultation and discussion by the authorized representatives of both the parties shall be referred to arbitration (to be conducted in English language). However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication.
- (ii). Sole arbitrator shall be appointed by AU within thirty (30) days of notice regarding appointment of Arbitrator. The firm agrees that the arbitrator could be an employee of the Institute & shall not have any objections in this regard. The award of the sole arbitrator shall be final and binding on all the parties.
- (iii). The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time and rules formed there under.
- (iv). Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation under the Agreement and the same shall be carried out strictly in accordance with the terms & conditions of the Agreement
- (v). The cost of Arbitration shall be borne by the respective parties. During the pendency of the arbitration proceeding and currency of Agreement, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the firm shall continue to be made in terms of the Agreement. Arbitration or any other

legal proceedings shall be subject to the exclusive jurisdiction of the Courts in Chennai only.

I. Breach of Terms & Conditions

AU shall, without prejudice to any other remedy for breach of contract by written notice of default sent to the bidder, terminate the contract in whole or part:

- (i). If the bidder fails to provide any or all of the services within the period(s) specified in the contract.
- (ii). If the bidder fails to perform any other obligation(s) under the contract.
- (iii). If the bidder has engaged in corrupt or fraudulent or unethical practices in competing for or in executing the contract.

J. Force Majeure

- (i). If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine restrictions, strikes, lockouts, acts of God (hereinafter referred to as "events") neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay, provided the performance and/or delivery is resumed as soon as practicable after such event has come to an end or ceased to exist.
- (ii). The decision of AU as to whether the performance or delivery has so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 30 days, AU may at its option, terminate the contract without any obligation to compensate or performance on its part.

K. Penalty & Liquidated Damages

- (i). If the selected Bidder fails to complete the due performance of the contract in accordance with the terms and conditions, AU reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing a Penalty on Selected Bidder. A penalty will be calculated on a per-week basis and at the same rate as applicable to Liquidated Damages (LD). In case of termination of the contract, AU reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.
- (ii). Both Penalty and Liquidated Damages are independent of each other and are applied separately and concurrently.
- (iii). Penalty and LD are not applicable for reasons attributable to AU and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to AU and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and AU officials that the delay is attributed to AU and/or Force Majeure along with the bills requesting payment.
- (iv). In case of failure to carry out the services to the satisfaction of AU as per the terms and conditions, AU will be free to get services done by any other agency at the cost and risk of the selected Company / Firm / Agency.

L. Jurisdiction

- (i). The laws of India shall govern this tender document.
- (ii). In the event of any dispute over this tender, the decision of AU shall be final and binding.
- (iii). This tender is subject to the exclusive jurisdiction of the Courts at Chennai.

SECTION 7 – ANNEXURES

ANNEXURE – A

EXPERIENCE OF THE COMPANY / FIRM / AGENCY

(in Company / Firm / Agency's Letter Head)

(Copies of work orders along with customer satisfaction certificate and all relevant documents should be enclosed)

S. No.	Name of the Organization	Total Manpower Deployed	Period of Work	Consolidated Billing Amount per annum	Name and contact details of the Officer in-charge at the Client Organization with Contact number

Certified that the above furnished information is true and correct. Anna University is permitted to verify the above details from any of the clients listed above.

Place:

Date:

Signature of the Bidder
Name & Address of the
Bidder with Office Stamp

ANNEXURE – B

DETAILS OF RUNNING CONTRACT(S)

(in Company / Firm / Agency's Letter Head)

(Copies of work orders along with customer satisfaction certificate and all relevant documents should be enclosed)

S. No.	Name of the Organization	Total Manpower Deployed	Order No. and Date	Period of Work	Consolidated Billing Amount per Annum	Name and contact details of the Officer in-charge at the Client Organization with Contact number

Certified that the above furnished information is true and correct. Anna University is permitted to verify the above details from any of the clients listed above.

Place:
Date:

Signature of the Bidder
Name & Address of the
Bidder with Office Stamp

ANNEXURE – C

PROFORMA FOR TECHNICAL BID

(in Company / Firm / Agency's Letter Head)

PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS TO ANNA UNIVERSITY

Ref: Tender No. 002 / AU / 2023 – 24

1.	Name of the Tender Company / Firm / Agency		
2.	Name of the Director / Proprietor of the Company / Firm / Agency		
3.	Full address of the Registered Office		
4.	Contact Number(s)	Office No.	
		Mobile No.	
5.	Email ID		
6.	GST Number		
7.	Labour License		
8.	Local Office address at Chennai		

S. No.	Description	Compliance (Yes/No)	Page Ref. No.
ELIGIBILITY CRITERIA – TECHNICAL BID			
1.	Annual turnover of at least Rs. 3 Crores in the last two financial years (cumulative) preceding the current financial year i.e. 2020-21, 2021-22 (Financial statements / certificates issued by Chartered Accountant should be submitted as proof).		
2.	Business for at least three years in providing manpower to clients including Govt./Autonomous Bodies/ Public Sector Undertakings.		

S. No.	Description	Compliance (Yes/No)	Page Ref. No.
3.	<p>Work orders & Performance Certificate as documentary proof for successfully executed/ completed similar works, providing skilled, un-skilled, semi-skilled, highly skilled such as technical, secretarial, managerial and supervisory categories in Govt./Public Sector Undertakings/Autonomous Bodies (Providing Manpower Services for deployment of a minimum of 100 personnel in one Govt./Autonomous Bodies/ Public Sector Undertakings or 50 personnel each in any two Govt./Autonomous Bodies/ Public Sector Undertakings) during the last three years from the date of publication of this tender. Submit work orders and performance certificate as documentary proof for successfully executed/ completed similar works as per Annexure – A.</p> <p>Successfully executed/completed for similar work as detailed below :</p> <p>a) 3 Similar Contracts each costing not less than Rs. 50 Lakhs</p> <p style="text-align: center;">(or)</p> <p>b) 2 Similar Contracts each costing not less than Rs. 1 Crore</p> <p style="text-align: center;">(or)</p> <p>c) 1 Similar Contract costing not less than Rs. 1.5 Crores.</p>		
4.	<p>Work orders & Performance Certificate as documentary proof for at least one running contracts of similar nature (Providing Manpower Services for deployment of a minimum of 50 personnel). The details of the same along with supporting documents are to be submitted as per the Annexure – B.</p>		
5.	<p>Registration Certificate of Company / Firm / Agency issued by appropriate authority (Necessary document proof should be attached)</p>		

S. No.	Description	Compliance (Yes/No)	Page Ref. No.
6.	Valid Labour License issued from Regional Labour Commissioner for specific number required for the contract under Contract Labour (Regulation & Abolition) Act, 1970		
7.	Proof for Local office at Chennai (Necessary document proof should be attached)		
8.	Registration details of EPF, ESI, GST and PAN (Necessary document proof should be attached)		
9.	Declaration regarding blacklisting / debarring from taking part in Govt. Tender by Anna University / Govt. Dept (Declaration format as given in Annexure – F.)		
10.	Self-Declaration Forms (Annexures E & G)		

Note:

The proof attached should be indexed and page numbers of the attached proof should be clearly mentioned in the Technical Bid format.

Place:
Date:

Signature of the Bidder
Name & Address of the
Bidder with Office Stamp

ANNEXURE – D

PROFORMA FOR FINANCIAL BID (BoQ)

(in Company / Firm / Agency's Letter Head)

PROVIDING MANPOWER SERVICES ON OUTSOURCING BASIS TO ANNA UNIVERSITY

Ref: Tender No. 002 / AU / 2023 – 24

S. No.	Name of the Category	Rate per Person per Day (Rs.)	EPF Contribution per day @ 13%	ESI Contribution per Person per day @ 3.25 %	Service Charge per Person per day (Not less than 3.85%) (Quote in Rs. only)	GST @ 18% (Rs.)	Total Amount per Person per day (Rs.)
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)
1	Technician	750	98	24			
2	Technical Assistant	900	117	29			
3	Secretarial Assistant	850	111	28			
4	Office Assistant	530	69	17			
						Grand Total	

- a).** The variations in the statutory levies and taxes by the State / Central Government namely EPF / ESI / GST shall be effected on the end price to the benefit of the bidder, if any.
- b).** The bidder should quote the minimum service charge not less than 3.85% on the total amount of Payable Wages + EPF + ESI.

Place:

Signature of the Bidder

Date:

Name & Address of the Bidder with Office Stamp

ANNEXURE – E

(in Company / Firm / Agency's Letter Head)

Self-Declaration that the Service Provider has not been Blacklisted

I.....
S/o

R/o police station District Director

/ partner/ sole proprietor (Strike out whichever is not applicable) of

.....

..... (Firm or Company) do hereby declare and solemnly affirm:

- I. That the Firm
..... has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- III. That neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police.

Place:
Bidder
Date:
the

Signature of the
Name & Address of
Bidder with Office
Stamp

ANNEXURE – F

(To be executed & Attested by Public Notary / Executive Magistrate on Rs.100/- Stamp paper by the bidder)

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVT. TENDER BY ANNA UNIVERSITY / GOVT. DEPARTMENT(S).

I / We Proprietor / Partner (s) Director (s) of M/s. _____ hereby declare that the firm / company name M/s. _____ has not been blacklisted or debarred in the past by Anna University or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor / Partner (s) Director (s) of M/s. _____ hereby declare that the firm / company name M/s. _____ was blacklisted or debarred in the past by Anna University Government organization from taking part in Government tenders for a period of _____ years w.e.f _____

The period is over on _____ and now the firm / company is entitled to take in Government tenders.

In case, if the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by Anna University and shall be forfeited.

In addition to the above, Anna University will not be responsible to pay the bills for any partially completed work.

Signature: _____ Name: _____ Capacity in which as signed: _____

Name & Address of the firm: _____

Place:

Seal of the firm should be affixed

ANNEXURE – G

DECLARATION FORM

(in Company / Firm / Agency's Letter Head)

Ref: Tender No. 002 / AU / 2023 – 24

It is hereby acknowledged that I / We have gone through all the points listed under “**Scope of work, Eligibility Criteria, Terms & Conditions and other Sections**” of the tender document, the same is abided and agreed to be executed. In case, if the above information is found false, I / We are fully aware that the tender / contract will be rejected / cancelled by Anna University and shall be forfeited.

Signature of the Bidder Name & Address of the Bidder
with Office Stamp

SECTION 8 – CHECKLIST

Bidders are required to submit the following documents:

I. Technical Bid:

- a). Documentary evidence in support of Eligibility criteria & Technical Bid as given in Section – 3.
- b). Annexures A, B, C, E, F & G as per the format given in Section – 7.
- c). Any other relevant information / data / documents.

II. Financial Bid:

- a). Financial Bid as per format in given in Annexure D in Section – 7.