TAMILNADU TOURISM DEVELOPMENT CORPORATION LIMITED
TRANSPORT DEPARTMENT

TENDER NOTICE NO. 379 / T3 / 2016

TENDER DOCUMENT FOR PROVIDING CLEANING SERVICES AT TTDC GARAGE, CHENNAI - 600 009 FOR THREE YEARS.

COST OF FORMS: Rs. 200/-including Taxes.
Rs. 250/- through post
Free of cost if downloaded from www.tamilnadutourism.org and www.tenders.tn.gov.in
TENDER NOTICE NO. 379 / T3 / 2016

TAMILNADU TOURISM DEVELOPMENT CORPN. LTD.,
CHENNAI-2

TRANSPORT DEPARTMENT

BID DOCUMENT

TENDER DOCUMENT FOR PROVIDING CLEANING SERVICES AT TTDC GARAGE, CHENNAI - 600 009 FOR THREE YEARS.

TECHNICAL BID

Address of the Tender Inviting Authority:

MANAGING DIRECTOR
TAMILNADU TOURISM DEVELOPMENT CORPN. LTD.,
TAMILNADU TOURISM COMPLEX,
No.2, WALLAJAH ROAD, (Near Kalaivanar Arangam),
CHENNAI - 600 002.

(This TENDER DOCUMENT IS NOT TRANSFERABLE)
## CONTENTS

### TECHNICAL BID

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Invitation for Bid (IFB)</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>Check list for Guidance in Tender submission</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Instructions to Bidders (ITB)</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>Scope of Bid</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Eligible Bidders</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bidding Procedure</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Conditions of Contract</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>General Conditions</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Conditions of Contract</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Special Conditions</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contract Data</td>
<td>25</td>
</tr>
<tr>
<td>7</td>
<td>Declaration by the Bidder</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>(Annexure – I)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Letter of Bidder</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>(Annexure – II)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Minimum Qualification Information</td>
<td>29</td>
</tr>
<tr>
<td></td>
<td>(Annexure - III)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Mandatory Duties of the Successful Bid</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>(Annexure – IV)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Duties and responsibilities of manpower deployed for cleaning vehicles</td>
<td>33</td>
</tr>
<tr>
<td></td>
<td>(Annexure V)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Particulars of the Tenderer</td>
<td>34</td>
</tr>
<tr>
<td>13</td>
<td>EMD refund Form</td>
<td>38</td>
</tr>
<tr>
<td>14</td>
<td>Form of Performance Security (Bank Guarantee)</td>
<td>39</td>
</tr>
<tr>
<td>15</td>
<td>Requirement of Staff to be provided</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>(Annexure – VI)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Undertaking of the bidder</td>
<td>42</td>
</tr>
</tbody>
</table>

### FINANCIAL BID

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>AGREEMENT</td>
<td>44</td>
</tr>
<tr>
<td>18</td>
<td>Price Bid</td>
<td>46</td>
</tr>
</tbody>
</table>
SECTION I

TAMILNADU TOURISM DEVELOPMENT CORPN. LTD., CHENNAI-2

INVI TATION FOR BID (IFB)

TENDER NOTICE NO. 379 / T3/ 2016  
Dt: 25.01.2021.

Tamilnadu Tourism Development Corporation Ltd., Chennai invites sealed Competitive Bids in 2 cover system (Techno Commercial & Price bids) for supply of manpower for providing vehicle cleaning services at TTDC Garage, Chennai –9 for three years:

Table 1

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Bid No.</th>
<th>Type of Work</th>
<th>EMD ₹.</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Tender Notice No. 379 / T3 / 2016</td>
<td>Supply of manpower for providing vehicle cleaning services at TTDC Garage, Chennai–9 for three years.</td>
<td>Rs.10,000/-</td>
<td>Reputed manpower outsourcing companies, firms and proprietary concern. conforming to the eligibility criteria</td>
</tr>
</tbody>
</table>

Table 2

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Last date of issue of Bid Documents</th>
<th>Last date of submission of Bid</th>
<th>Date of Opening of Technical Bid</th>
<th>Cost of Tender form (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24.02.2021 at 12.00 Noon.</td>
<td>24.02.2021 at 03.00 PM.</td>
<td>24.02.2021 at 04.00 PM.</td>
<td>@ 200/- each.</td>
</tr>
</tbody>
</table>

1. Interested Bidders can procure the Bid documents by payment of a non refundable fee as outlined in the table above; in the form of Demand draft drawn in any Nationalised / Scheduled Bank in favour of the Tamilnadu Tourism Development Corporation, Chennai-2, payable at Chennai, from the Manager (Accounts) TTDC Ltd., Ground Floor, Tourism Complex, No.2, Wallajah Road, Chennai-2, on all working days upto 3.00 pm on or before the date specified in column no.2 of table 2 above. Bid documents can also be obtained by Registered Post or courier by sending a requisition letter addressed to Manager (Accounts) TTDC Ltd., Ground Floor, Tourism Complex, No.2, Wallajah Road, Chennai-2, enclosing a Demand draft of any Nationalised / Scheduled Bank for the value of Bid documents and an additional payment of Rs 50/- at the risk and responsibility of the prospective Bidder. Bid Documents can also be downloaded from the websites www.tamilnadutourism.org or www.tenders.tn.gov.in free of cost. The downloaded Bid documents shall be submitted without modification or insertion in the Bid documents or otherwise Bid will be liable for rejection.
2. The Bidder shall furnish, as part of the Bid, **Earnest Money Deposit** given in column 4 of table 1. The EMD shall be either in the form of **Demand Draft/ Banker’s cheque**, drawn from any Nationalised/Scheduled Bank in favour of Tamilnadu Tourism Development Corporation, Chennai-2. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent of the rejection of the tender or at the expiration of bid validity period. Tenders not accompanied by the EMD will be summarily rejected.

3. **The filled up Bid documents must be delivered in two cover system** (Technical bid and Price Bids in separate sealed envelopes and the sealed envelopes shall then be put together in another envelope as detailed in the bidding documents) with Earnest Money Deposit as outlined in Para 2.

4. The filled up Bid documents will be received up to the last date and time of submission as outlined in the table. Duly filled in Bid documents shall be put in the tender box provided at the Office of the Manager(Accounts) Head Office, Chennai –600 002 of TTDC at the above address.

5. The Bid will be opened at the time and date outlined in the table above at the Head Office of TTDC. In the event of last date of submission of tender being declared a holiday, it will be opened on the next working day at the same time and venue.

6. The filled up Bid documents can also be sent by post or courier to the Manager (Accounts) TTDC Ltd. Tourism Complex, No.2, Wallajah Road, (Ground floor) Chennai 600 002 Tel: 044-25333850-54 extn. 210. The TTDC shall not be responsible for any delay in transit.

MANAGING DIRECTOR,
TTDC LTD. CHENNAI-2.
Check- list for Guidance in Tender submission

1. Signed every page : Yes / No
   (i) Terms & Conditions documents : Yes / No
   (ii) Undertaking : Yes / No
   (iii) Price Bid. : Yes / No

2. Technical Bid in separate, sealed cover supercribed as "TECHNICAL BID for supply of manpower for providing vehicle cleaning Services in TTDC Garage": Yes / No

3. Technical Bid must only have:-
   (i) Terms and Conditions document signed and dated. : Yes / No
   (ii) Undertaking signed and dated. : Yes / No
   (iii) E.M.D of Rs. 10,000/-/-(Rupees Ten thousand only)
        Bank draft or Bankers Cheque. : Yes / No
   (iv) Following Documents:
        a) Experience Certificate : Yes / No
        b) Annual Turnover Certificate for 3 years. : Yes / No
        c) Registration Certificate for the agency. : Yes / No
        d) Proof of having deployed a minimum of
           10 persons in any firm or Companies or any
           Organization in each of the three financial years.. : Yes / No
        e) Code Number of EPF, ESI and Proof of remittance. : Yes / No
        f) Valid license in accordance with Contract Labour Act : Yes / No
        g) If the Tenderer is a company, certificate of incorporation. : Yes / No

4. Price Bid in separate, sealed cover superscribed as "PRICE BID for Supply of manpower for providing vehicle cleaning Services in TTDC Garage" in the prescribed format : Yes / No

Signature of Bidder
Section II

INSTRUCTIONS TO BIDDERS (ITB)

1. **Scope of Bid**

   a) Supply of required manpower for vehicle cleaning services at TTDC Garage in Flag Staff House Road, Chennai-9 (as per Annexure V).

   b) The manpower provided shall possess the qualification prescribed in the tender documents as per Annexure III.

   c) The works should be discharged effectively at regular intervals as specified in "Mandatory Duties" of the tenderer at Annexure IV.

2. **Eligible Bidders**

   - Companies/Firms / Proprietary concern with proven track record for providing manpower. They should conform to the eligible criteria prescribed in the qualification of bidders below.

2. **Qualification of Bidders**

   The bidders should have following qualifications:

   a) Should have **minimum three years** experience excluding the current year in providing manpower to Companies, Firms Proprietary concerns or any other organizations.

   b) Should have achieved a minimum Annual Turnover of Rupees Fourteen Lakhs in all the three financial years viz, (2017-18, 2018-19 and 2019-20). If the tenderer is a limited company it shall furnish audited annual accounts for the Three years as documentary proof. In respect of other tenderers they shall furnish the accounts for these three financial years duly certified by practicing Chartered Accountants firm with their Registration Number along with income tax returns with acknowledgement for the three years (i.e., 2017-18, 2018-19 and 2019-20).

   c) Should have deployed, a minimum of 10 Personnel each in any firm, companies or organizations in each of the three financial years (i.e., 2017-18, 2018-19 and 2019-20) or (copy of work order shall be enclosed). The complete References of employers with Name, designation, address and contact phone number shall be furnished. These employers should have utilised the tenderer’s services as above.

   d) Should have registered with Employee Provident Fund Organisation and Employees State Insurance.

   e) Should have Service Tax registration in the tenderer’s name.

   f) Should submit the following certificates along with the tender documents in the technical bid.

      a) Registration Certificate for the Agency / Firm / Company.
g) Should have remitted the EPF and ESI for its employees, at least for six months from April 2019 to September 2019.

h) Should have deployed minimum 10 employees every year for last three financial years (i.e., during 2017-18, 2018-19 and 2019-20) (Documentary evidence should be attached).

i) Should have valid license to take the work in accordance with contract Labour (R & A) Act 1970 and Rules 1971.

**Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the TTDC will in no case be responsible or liable for those costs.

**3. Amendment of Bidding Documents**

At any time after the issue of the Bid documents and before the opening of the Bid, the Bid inviting authority may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the original Bid documents or shall be uploaded in the net. Prospective bidders shall promptly acknowledge the receipt thereof by telex, cable or fax to the Bidding authority. The Bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of Bid.

**Preparation of Bids**

**4. Language of Bid**

All documents relating to the Bid shall be in English

If such documents are in other languages (copies of Invoice/performance certificates), it is the responsibility of the bidder to attach attested translated versions in English along with the copies of such documents.

The attestation should be done by an officer not below the rank of general manager of the bidders’ organization or any notary public.

The authenticity and genuineness shall be the responsibility of the bidder.

If in future, it is proved that such documents are found to be non-genuine, or fraudulent, then corporation shall resort to cancellation of the contract; with hold any payments including security deposit and also take legal action besides blacklisting the bidder.

This is applicable to all facts, figures, relevant documents submitted by the bidder relevant to this tender.
5. Documents Comprising the Bid

The Technical Bid (Cover-A) submitted by the Bidder shall comprise the following:

a) The Bid

b) Bid Security;

c) Registration Certificate of the company

d) Proof for having minimum three years experience excluding current year (2020 – 2021) in providing manpower to Companies, Firms, Proprietary concerns or any other organizations.

e) Proof for having achieved a minimum Annual Turnover of Rs. 14,00,000/- in all the three financial years preceding the current financial year (i.e., 2017-18, 2018-19 and 2019-20). If the tenderer is a limited company it shall furnish audited annual accounts for the three years as documentary proof. In respect of other tenderers, they shall furnish the accounts for the immediate past three financial years duly certified by practicing Chartered Accountants firm with their Registration Number along with income tax returns with acknowledgement for the past three years (i.e., 2017-18, 2018-19 and 2019-20).

f) Proof for having deployed, a minimum of 10 Personnel each in any two firms, companies or organizations in each of the last three financial years (i.e., 2017-18, 2018-19 and 2019-20) (copy of work order shall be enclosed). The complete References of employers with Name, designation, address and contact phone number shall be furnished. These employers should have utilised the tenderer’s services as above.

g) Attested copy of the Registration Certificate for the Agency / Firm; PAN and G.S.T./ Service Tax Registration Number.

h) The Tenderer should furnish the code numbers for EPF and ESI contribution allotted by Employees Provident Fund Organization and Employees State Insurance Corporation (Documentary proof to be furnished).

i) The tenderer shall furnish documentary proof of remittance of EPF and ESI for its employees, at least for six months from April 2019 to September 2019.

j) Proof for having valid license to take the work in accordance with contract Labour (R & A) Act 1970 and Rules 1971.

k) If the tenderer is a company, certificate of incorporation should be furnished. If the tenderer is a firm registration certificate is to be furnished.
The Financial Bid (Cover-B) submitted by the Bidder shall contain the following:

a) The unit rate per day for the services listed including ESI, EPF and other Statutory payments should be furnished.
b) The prices quoted in the tender shall be in Indian Currency i.e. Rupee

6. **Bid Prices**

i) The Contract shall be for the supply of manpower for the TTDC Garage at Island grounds, Chennai as notified. Mandatory duties of the Agency specified in the schedule have to be carried out without fail.

ii) It is the responsibility of the Agency to make necessary provision towards the welfare measures as directed by statutory authorities for contract labourers and as prescribed by the applicable Acts and rules.

iii) The Agency having ESI, EPF Code Nos. should remit the contributions by themselves, the payment towards ESI & EPF for the employees, employers' contributions in his/their code numbers and copy of the remittance challans should be produced. In case, if the contractor fails to remit, he/they should inform wage rates of employees to TTDC and authorize the TTDC to make deductions from the payment of bills. The contribution/ premium/ tax etc. to any other statutory authorities, the contractor has to remit them directly after registering with the respective department.

7. **Earnest Money Deposit**

1. The EMD of 10,000/- shall be remitted through Demand Draft or Bankers cheque and shall be enclosed along with the Technical Bid.

2. The Earnest Money will be refunded to the unsuccessful bidder on application after intimation is sent to the unsuccessful Tenderer tender or at the expiration of Bid validity period. Bids not accompanied by the Bid Security will be rejected. The EMD of the successful Bidder will be refunded after execution of agreement and furnishing of performance security and commencement of work.

3. The EMD will be forfeited:
   
   (a) If a bidder withdraws his Bid during the period of Bid validity.
   (b) If a successful Bidder fails to:
      
      i) Execute the agreement or
      ii) Furnish the necessary performance security within the specified time limit of 7 days from the date of receipt of work order from TTDC.
   (c) If the Bidder does not accept the correction of the Bid price.

4. The original and all copies of the Bid shall be typed or written in ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

5. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.
Submission of Bids

8. Sealing and Marking of Bids

The tenderers participating are required to follow the procedure as given below while submitting their bids.

1. The Bidder shall be responsible for properly superscribing and sealing the cover in which the Bid is submitted and Bid inviting authority shall not be responsible for accidental/ misplacement/premature opening of the covers that are not properly superscribed and sealed, before the time appointed for Bid opening.

2. The filled up Bid documents shall be submitted up to the last date of submission. Duly filled in Bid documents shall be put in the Tender box provided at the TTDC Accounts Office, 3rd Floor, Tamilnadu Tourism Development Corporation Ltd., Tourism Complex, Wallajah Road, Chennai-2. Tenders can also be submitted by Post or Courier. Bid inviting authority shall not be responsible for any delay in transit in such cases.

3. The Bidders should not amend/add/alter any of the Bid conditions, conditions of contract, specifications etc. of his own.

4. The Bidder should submit the Bid documents for the total manpower required.

Deadline for Submission of Bids

1. Bids shall be delivered to the TTDC at the address specified in the invitation of Bids not later than the time and date specified in the IFB.

2. The TTDC may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the TTDC and the Bidders previously subject to the original deadline will then be subject to the new deadline.

Late Bids

No Bid will be received by the TTDC after the deadline prescribed.

Bid Opening, Evaluation and Award of Contract

Bid Opening

1. The Tenders shall be opened at the time specified in the instructions to bidders or amended thereof in the presence of attending tenderers.

2. Price Bids of Tenderers who do not qualify technically shall be rejected without further consideration.

3. To assist in the scrutiny, evaluation and comparison of bids, the TTDC may, at their discretion, request clarifications on the bid from the tenderer.

4. Notwithstanding any Terms and Conditions stipulated in the tender documents, TTDC reserves the right to accept or reject in part or whole any, or all the tenders received at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
**Correction of Errors**

1. Bids determined to be substantially responsive will be checked by the TTDC for any arithmetic errors. Errors will be corrected by the TTDC where there is a discrepancy between the amounts in figures and in words, the lowest will be taken.

2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

3. The amount stated in the Bid will be adjusted by the TTDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the EMD may be forfeited.

**Validity period of the Bid**

The bids will be valid for a period of 90 days from the date of opening of price bid.

**Notification of Award and Signing of Agreement**

1. The Bidder whose Bid has been accepted will be notified of the award by the TTDC prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the TTDC will pay the Contractor in consideration of the supply of the services by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

2. The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security and signing the Agreement.

3. The bidder shall have to enter into an agreement with the TTDC within one week from the date of receipt of letter of acceptance. The form of agreement will have to be stamped at the stamp office at the cost of the bidder.

4. Upon the furnishing by the successful Bidder of the Performance Security, the TTDC will promptly notify the other bidders that their bids have been unsuccessful.

**Performance Security (Security Deposit)**

1. The successful tenderer should furnish performance bid security of Rs. 50,000/- (Rupees Fifty Thousand Only) either by DD or by Bank Guarantee from a Nationalized Bank/Scheduled Bank valid for one year within one week from the date of receipt of letter from TTDC intimating the selection of the bidder for award of contract. The successful tenderer shall also execute the agreement in the proforma prescribed by the TTDC within one week from the date of receipt of work order from TTDC. However it is open to the Managing Director to insist on higher deposit as per rules in force.

2. Failure of the successful Bidder furnish performance security of shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
Corrupt or Fraudulent Practices

The bidder shall observe highest standard of ethics during bidding process and execution of the project.

1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

2. ‘Fraudulent practice’ means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the TTDC and includes collusive practice among the bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the TTDC of the benefits of free and open competition.

3. The TTDC 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.

4. Whereas the technical specifications and other tender conditions have been specified to the extent of receiving a good product and service in the interest of corporation, if the bidder suppresses and/or furnishes faulty facts and resorts to any other action with mala fide action with the only intention of bagging the order at any cost or supplying the products which are not of the best quality or in violation of tender specifications, then the corporation or any of its official are in no way responsible for any subsequent loss/damage arising out of such mala fide action.

The bidder alone is solely responsible for all such liabilities arising out of any fraudulent actions.

Evaluation of bid

1. The bid will be evaluated based on the total manpower charges quoted for three years as in schedule of the price bid (cover-B). While evaluating the total cost, the taxes, applicable on the day of quotations shall be taken into consideration. Subsequently, deductions or additions of the taxes will not affect the ranking of the tenders. However, any or all mandatory taxes, levies, duties etc., increase may be considered on submission of proof of the same.

2. If the T.T.D.C considers that any tender is unworkably low or very exorbitant indicating that tenderer has not understood the implications in the contract or is attempting either to frustrate the object of the T.T.D.C or exploit the Corporation, it can debar such tenderer permanently or for such period as it may deem fit from entering into any contract with the T.T.D.C.

Rejection of bid

The tender will be rejected outright if the tenderer

1. Does not attach EMD.
2. Stipulates the validity period less than what is stated in the form of tender
3. Does not disclose the full names and address of all his partners in the case of all partnership concern.
4. Does not fill in and sign the Tender Form Specification for the various categories of man power and their rates completely.
5. Does not submit the Tender in sealed envelope.
6. Does not submit the Original Tender Form duly signed and stamped.
7. Submit the tender without stating the rates either in figures or in words.
8. Does not submit the annexures duly signed and stamped.

9. The Tender will also be rejected if,

a) The tenderer does not have minimum three years experience in providing manpower to Companies, firms, proprietary concerns or any other organization.

b) The tenderer has not achieved a minimum Annual Turnover of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) each during in all the past three financial years preceding the current financial year (i.e., 2017-18, 2018-19 and 2019-20). If the tenderer is a limited company it shall furnish audited annual accounts for the three years as documentary proof. In respect of other tenderers they shall furnish the accounts for the immediate past three financial years duly certified by practicing Chartered Accountants firm with their Registration Number along with income tax returns with acknowledgement for the past three years (i.e., 2017-18, 2018-19 and 2019-20).

c) The tenderer does not submit attested copies of the following certificates along with the tender documents in the technical bid.
   i) Registration Certificate for the Agency / Firm / Companies.
   ii) Proof of having deployed, a minimum of 10 Personnel each in any firm companies in each of the last three financial years (i.e., 2017-18, 2018-19 and 2019-20) (copy of work order shall be enclosed).
      The complete References of employers with Name, designation, address and contact phone number shall be furnished. These employers should have utilised the tenderer’s services as above.

d) The Tenderer does not furnish the code numbers for EPF and ESI contribution allotted by Employees Provident Fund Organization and Employees State Insurance Corporation (Documentary proof to be furnished).

e) The tenderer does not furnish documentary proof of remittance of EPF and ESI for its employees, at least for six months from April 2019 to September 2019.

f) The Tenderer does not have a valid license to take the work in accordance with contract Labour (R & A) Act 1970 and Rules 1971.

g) If the tenderer has not signed and dated on each page.
SECTION III

Conditions of Contract - General Conditions

1. The period of contract will be for one year with effect from the date of issue of work order. The contract may be extended for second and third year if TTDC finds the performance satisfactory. In case of any dispute on the tender process, the decision of TTDC will be final in this regard.

2. No alteration whatever may be made in the text of the tender form; any remarks or explanations should be set out in a covering letter. The form of agreement is bound up with other documents, so that the tenderers may know what their liabilities and duties are and the entire tender form should be submitted to the Tamilnadu Tourism Development Corporation when submitting the tender.

3. Tenderers must comply with instructions contained in the notice inviting tender. They must also agree to comply with all the conditions and specifications of the contract. Otherwise their tenders are liable for rejection.

4. (a) The rates quoted should be firm and no variation in rates or prices are admissible.

(b) The rates should be quoted in Indian Rupees and payment will also be made only in Indian Rupees.

5. The tenderer shall be solely responsible for the payment of the Central or State govt. Taxes and levies etc. and the rates for the various items of work shall remain unaltered by any change that may be made from time to time in the rate at which such taxes and levies are payable.

6. The tenderers should abide by the terms and conditions prescribed in the Agreement and Work order.

7. The acceptance of the tender by the T.T.D.C shall be deemed to result in and constitute a valid and concluded contract binding on the tenderer notwithstanding the non-execution of the contract agreement.

8. The contractor shall furnish a list of personnel proposed to be employed by him with their name, qualification and experience in years.

9. The successful tenderer shall pay all stamp charges on the contract.

10. Should the contractor fail to undertake to commence the work within 15 days from the date of order by the T.T.D.C, the security deposit will be forfeited and the contract is liable to be cancelled or terminated and T.T.D.C may thereupon at such terms as it may think fit, arrange through any other person or persons to undertake or perform, provide, execute and do all works, materials or matters and things described in the tender schedule at the risk and cost of the contractor.
11 Tenderers should give full postal address of their office in their tender. The delivery at the above named place or posting in a post box regularly maintained by the postal department or sending by letter registered for acknowledgement of any notice, letter or other communication to the tenderer or contractor shall be deemed sufficient service thereof upon the tenderer or contractor in writing. The address may be changed at any time by an instrument executed by the tenderer or contractor and delivered to TTDC.

12 The tenderer shall not assign, transfer, pledge or subcontract the performance of the services without the prior written consent of this office.

**EXIT MANAGEMENT PLAN**

a) The tenderer shall provide TTDC with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the project implementation, the operation and management and scope of work definition.

   i) A detailed programme of the transfer process that could be used in conjunction with a replacement Successful Tenderer including details of the means to be used to ensure continuing provisions of the services throughout the transfer process or until the cessation of the services and of the Management structure to be used during the transfer.

   ii) Plans for the communication with such of the Tenderer, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the outsourcing of cleaning services in Garage of TTDC as a result of undertaking the transfer.

   iii) Plans for provision of contingent support to services and replacement of Tenderer for a reasonable period (minimum one month) after transfer.

b) The tenderer shall redraft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date in case the contract is extended.

c) The terms of payment as slated in the terms of payment schedule include the costs of the Tenderer complying with its obligations under this Schedule.

d) In the event of termination of scope of work, each party shall comply with the exit management plan.

e) During the exit management period the tenderer shall use his best effort to deliver the services.

f) The exit management plan shall be furnished in writing to the TTDC within 15 days from the receipt of notice of termination or one month prior to the expiry of this Agreement.

---

Page -16 -
Breach of Contract

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the “Breach of Contract” mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

TTDC may without prejudice to his right against the tenderer in respect of any delay or inferior services or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract as detailed below in the termination clause:

Termination

a) Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Employer has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

b. Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Employer shall, by a notice in writing have the right to terminate the Contract and all the Successful Bidder’s rights and privileges hereunder, shall stand terminated forthwith.

c. Termination on breach of contract: A breach by the Successful Bidder of its obligations hereunder and such breach not being rectified by the Successful Bidder within 30 days of receipt of the TTDC's notice intimating such breach.

d. Termination for delay: Successful Bidder shall be required to perform all activities/services as per this conditions and specifications. If the Successful Bidder fails to do so, the Contract may be terminated by the TTDC r by giving 30 days written notice unless the TTDC will extended the period with levy of Liquidated Damages,

e. TTDC may any time terminate the contract by giving 30 days notice without assigning any reason.

f. If the tenderer fails to replace or provide the workmen, additional workmen as required by TTDC on more than 3 occasions within a span of 90 days TTDC will reserve the right to terminate the contract.

g. TTDC reserves the right to terminate the contract without notice if tenderer is involved in any illegal activities or if the tenderer violates any terms of the contract or if it comes to light that the contract was obtained based on any false information or fraud.

h. The TTDC may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.
i. The TTDC may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.

j. If at any time after commencement of the work the TTDC shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the TTDC shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequent of the full amount of the work not having been carried out.

16) **Disputes**

All disputes and differences arising out or in any way touching or concerning the contract shall be referred to the sole arbitration of any person nominated by the TTDC. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with matters to which this indenture relates That in the course of his duties as such government servant, he has expressed views on or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding the parties to the agreement. Further, if any dispute is to be referred to the courts, the jurisdiction of the same shall be at Chennai.
SECTION IV

Conditions of Contract - Special Conditions

1) The tenderers should possess valid License to take up the work in accordance with contract labour (R & A) Act 1970 & Rules 1971.

2) The tenderers should supply the required manpower as specified in Annexure – VI. The supplied manpower should possess the qualification prescribed in the Annexure III. Proof of qualifications and age should be made available at the time of induction of work force, to the Manager of the Transport Unit.

3) The tenderers should clean and maintain the vehicles, in perfect manner and the cleaning should be done at regular intervals as specified in Annexure V. The scope of work to be done by the tenderer is in Annexure IV.

4) The tenderers shall not deploy anyone below 18 completed years of age. He should also not deploy any one above 50 years of age. Legal or statutory liability for employing anyone below 18 years will be of the tenderer alone.

5) The persons supplied by the tenderer should verify and submit if any police / criminal cases against them. The character and antecedents of each personnel of the tenderer will be got verified by the tenderer before their deployment after investigation by the local police, collecting proof of identity like driving license, bank account details, previous work experience, proof or residence and recent photograph. Certificate to this effect to be submitted by the tenderer to the Manager(Transport). The tenderer will also ensure that the personnel deployed or medically fit and will keep in record certificate of their medical fitness.

6) The tenderer should strictly adhere to the rules and regulations framed under various Acts such as Employees Provident Fund, Employees State Insurance Scheme and other Central and State Acts.

7) The tenderer should provide neat and clean uniform to their employees along with nameplates and Identity cards. No person will be allowed to work without Uniform and Identity Card.

8) The tenderer should replace the manpower when it is found by the concerned Manager/DS/SK that they are not discharging their duties satisfactorily within 3 days from the date of intimation by the Manager (Transport) /Depot Supervisor /Store Keeper.

9) In case of additional requirement of persons for works, it shall be intimated to the tenderer by the Manager (Transport). The tenderer should provide the required additional manpower on the days required by the Manager on 3 days notice.

10) If the tenderer fails to replace or provide workmen / additional workmen required within 3 days, TTDC will make its own arrangements and any extra expenditure on this account i.e. difference between rates fixed for man power and the rate at which TTDC replaces or engages additional man power will be debited to the tenderer’s account. The same will be deducted from the bill of the contractor payable to him.
11) If the tenderer fails to replace or provide workmen / additional workmen, on more than three occasions, within a span of 90 days, TTDC will have the right to CANCEL the contract and initiate steps to replace the tenderer without any notice to the tenderer.

12) The tenderer should supply workmen with Good Character and Conduct, as they are to work in hospitality industry. The Tenderer should produce Certificate from the local Police Station of the Normal residence of the workmen to the effect that there are no criminal cases or inquiries pending against the workmen.

13) The workers should always be polite with good behavior with the guests while on Tour. While attending to work there must not be any complaints from guests.

14) The tenderer shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.

15) The tenderer shall take out workmen’s compensation insurance as required by law and undertake to indemnify and keep indemnified TTDC for and against all claims that may arise.

16) The TTDC may require the tenderer to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.

17) The tenderer shall replace immediately any of its personnel, if they are unacceptable to the TTDC because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

19) TTDC shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers.

20) The tenderer’s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.

21) The tenderer’s person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

22) The person deployed shall not claim any Master & Servant relationship against this office.

23) The tenderer shall engage the necessary person as required by TTDC from time to time. The said person engaged by the tenderer shall be employee of the tenderer and it shall be the duty of the tenderer to pay their salary every month in time by the contractor. There is no Master & Servant relationship between the employees of the tenderer and TTDC. Further that the said person(s) of the tenderer shall not claim any benefit. The contractor should not stop the payment of salary on account of delays not attributed to the engaged.
24) The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of the personnel deployed by the tenderer will be the responsibility of the tenderer. This shall include payment of EPF, ESI, and Service Tax / GST etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the contractor.

25) Working hours will be as follows

- Morning shift: 6.00 A.M to 2.00 P.M
- Afternoon shift: 2.00 P.M to 10.00 P.M
- Night shift: 10.00 P.M to 6.00 A.M
- General shift: 9.00 A.M to 6.00 P.M

The tenderer should deploy the workmen in the above shifts based on the requirement of the Manager (Transport). The personnel may be required to discharge their functions beyond these working hours if required for which no over-time wages will be paid. The rate quoted per person per month shall be applied for all the four shifts mentioned above. For Cleaners on tours the timings will be based on the type of tours.

26) The tenderer shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

27) If for any reason the personnel deployed by the tenderer proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The tenderer shall provide a substitute in case the absence exceed 5 days or even earlier, if situation so warrants, which shall invite a penalty as specified in Penalty clause in the General conditions of the contract.

28) On the expiry of the agreement with one month notice the tenderer will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

29) The tenderer, its workmen, and staff should co-operate with TTDC in case of any EMERGENCY or CALAMITY or ACCIDENT or FIRE or THEFT, etc., to help investigate and take appropriate action against the culprit. The tenderer should not interfere in any way in the normal discharge of the functioning of the TTDC Officers.

30) In case it is found by the TTDC that a property or any material of the TTDC is lost or put to loss or damage due to the negligence of the manpower supplied by the tenderer, the tenderer will be held fully responsible and he will have to make good the loss or damage so incurred. The decision of the TTDC as to the quantum of loss is final.

31) In case any workmen of the tenderer suffers any injury or meets with any accident during the discharge of duty the entire cost of compensation shall be borne by the tenderer and the TTDC shall not be responsible for any claims damage compensations etc. All legal cost will have to be borne by the tenderer.
35) **Payments**

(i) Payment will be made through crossed cheque and hence, the Tenderer should have Bank Account in the name of his Company / Firm / Organization.

(ii) The Tenderer shall pay the amount indicated as wages payable per person per month for the Two categories of cleaners in the price bid as per Annexure VII. The Tenderer should submit documentary proof for payment of the stated wages to the workmen every month. The Tenderer shall also submit a certificate along with monthly bills certifying that the personnel employed by them have been paid the wages as indicated in the price bid and that they have remitted the EPF and ESI dues to the concerned Authorities within the prescribed time schedule. TTDC shall have the right to check the records related to the disbursement of salary and remittance of EPF and ESI.

(iii) The tenderer must disburse the wages salary to the workmen working in TTDC’s unit before 7\(^{th}\) of the succeeding month and it should be reported to the TTDC with acknowledgements, before 9\(^{th}\) of the succeeding month.

(iv) The tenderer will present the bills for the services rendered before 5\(^{th}\) of succeeding month and the bills will be paid after the Manager (Transport) gives a satisfactory service certificate for that month.

(v) TTDC will initially make the payment of 75% of the bill to the tenderer and the balance will be paid as soon as the tenderer produces the proof of having remitted the EPF, the ESI contribution and the payment to the workmen deployed. (Copies of Challan for remittance of EPF, ESI to be furnished).

(vi) The Tenderer shall submit bills at Transport office of TTDC Garage for the executed work complete in all respects. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by TTDC. Account payee cheque for amounts passed in the bill will be issued only after the tenderer gives a stamped receipt for the amount unless the bills are pre-receipted. Payments will be made only by Account payee cheques. The TTDC will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.

(vii) The successful tenderer should get the attestation of the Manager (Transport) every day as to the Number of workmen supplied to the Unit on each day along with their Attendance records. This should be kept as permanent record in custody of the Manager (Transport). It should be presented to the Officers of TTDC whenever demanded for verification. This will form the basis of monthly payment.

(viii) The successful tenderer in consultation with the TTDC will prepare and get approval a proforma for evaluation and monitoring of the quality of work done by the workmen deployed by him with reference to the duties prescribed for them in Annexure V. The Tenderer will get certification on the proforma Evaluation from the Manager, every week. These certificates will be obtained on every Sunday of the week. If the services as per report are not satisfactory same will be taken into consideration for continuation of the workmen or continuation of the contract, and for deciding the payment.

(ix) 2 % or the applicable rates of the total bill will be deducted towards the T.D.S. (Tax deduction at source) from the tenderer’s monthly bills.

36) The required number of workmen should be available on all days. Rotational arrangements for Weekly holidays, National and festival holidays, etc. will be the responsibility of the tenderer.
37) The responsibility of arranging required number of workman for each day rests with the tenderer only.

38) All records as envisaged by all applicable central and State Tax acts and rules should be maintained by the tenderer and these records are subject to scrutiny by the Manager of the Garage/DS/SK, or any higher officer of TTDC.

39) The successful tenderer should nominate a Co-Ordinator / Nodal Officer with contact addresses, Phone Nos, Cell Nos, who will be available on 24 hours, 7 days basis for resolving any issue.

40) The tenderer should ensure that the workmen obey and work under the direct supervision of the Manager and the tenderer should not interfere in the routine discharge of the duties of the workmen in the TTDC’s properties unless specifically asked to do so.

41) If the tenderer fails to adhere to the terms and conditions of the tender, he shall compensate TTDC for the additional expenditure or loss incurred by TTDC due to the breach of terms and conditions by the tenderer.

42) The tenderer will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.

43) The workers deployed by the tenderer should not leave the designated work place without obtaining permission from the Manager/DS/SK.

45. The staff provided by the tenderer will perform their duties as stipulated in Annexure V in accordance with the instructions given by the Manager (Transport) TTDC from time to time.

46. None of the employees of the tenderer shall enter into any kind of private work within or outside the campus of The TTDC.

47. Use of Mobile phones, Pen drives, CDs, DVDs and any other electronic devices is banned in the premises of the TTDC.

48. The tenderer should provide 24 x 7 Telephone supports if required. The tenderer should be available on his own direct telephone (Office as well as residence) and also on Mobile phone so as to call in emergency case. All the contact numbers should be invariably given.

49. The entire responsibility of the outsourced persons regarding his leave, pay, medical, etc. will be on the tenderer. The tenderer will be solely responsible for the deployment of persons who will be working for an on behalf of the tenderer and would be on the tenderer roll irrespective of their attendance being taken by TTDC. TTDC will not own any responsibility of their employment or otherwise.
50. The persons deployed by the tenderer shall not claim any benefit / compensation / absorption / regularization of services from / in TTDC under the provision of Industrial Disputes Act 1947 or Contract Labour (Regulation and Abolition) Act 1970 Undertaking from the persons to this effect shall be required to be submitted by the tenderer to the TTDC.

51. The contractor shall arrange to maintain the daily shift wise attendance, record of the contract personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to TTDC with an attested photo copy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by TTDC at any other point of time.
**PENALTY CLAUSE**

The following penalties shall be levied on the tenderer and shall be deducted from their monthly bill for the violation of terms and conditions indicated below:

i) For attending duty without uniform or with dirty uniform: A sum of ₹ 25 per day of default / person shall be levied as penalty.

ii) For failure to supply of manpower under each category: 5% of the wages payable per day for the manpower not provided shall be levied as penalty for every day of default up to one week of default.

: 10% of the wages payable per day for the manpower not supplied shall be levied as penalty for every day of default if the default exceeds one week.

iii) Poor quality / Defective Service / Work: ₹ 50 per day shall be levied as penalty for each defective work per day of default.
### Contract Data

#### SECTION V

<table>
<thead>
<tr>
<th>The name of the Contract</th>
<th>: Supply of manpower for providing vehicle cleaning services at TTDC Garage Chennai–9 for three years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identification number of the Contract</td>
<td>: 379 / T3 / 2016</td>
</tr>
<tr>
<td>Period of Contract</td>
<td>Initially one year. May be extended for the second and third year based on satisfactory performance.</td>
</tr>
</tbody>
</table>
SECTION V
DECLARATION BY THE BIDDER/TENDERER

I/We _______________________________________________________ hereby declare that I/We am/are not in any way related to any officer who is in charge of Transport Unit of TTDC or having control of this work as referred ITB. I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security/performance security paid by me/us will be forfeited and the contract entered will stand cancelled at the risk and cost of contractor. It is understood that the relationship with the officer referred to herein will be restricted to those referred in ITB.

Signature of the bidder
Place:
Date:
Letter of Bidder

__________ (Location)
__________ (Date)

From
(Name & Address of the Bidder)

To
Dear Sir/Madam,

Sub : Tender for the Supply of manpower for providing vehicle cleaning services at TTDC Garage Chennai–9 for three years.

We, the undersigned, confirm that we meet all the qualification criteria given in the Tender Document

I have carefully gone through the tender document, and all its annexures, and I have fully understood the conditions and qualifications mentioned therein I hereby undertake to comply with all the conditions and requirements prescribed anywhere in this tender document. I undertake to submit monthly compliance Statements regarding payment of wages as indicated in the price bid. I also undertake to timely remit the EPF and ESI of contribution for the persons deployed by me. I also undertake to pay the service taxes and any other applicable taxes under the Central or State Acts promptly to the appropriate authority within the prescribed time.

We are submitting this tender for our eligibility for the above assignment.

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. [Date______].

Our attached financial proposal is for the sum of Rs. _______(Amount in words). This amount is inclusive of all taxes, duties etc.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised signatory:
Name and title of Signatory:
Name of Firm:
Address:
ANNEXURE – III

MINIMUM QUALIFICATION REQUIRED FOR STAFF TO BE PROVIDED

BY THE SUCCESSFUL AGENCY

1. CLEANER

   1. He should have passed atleast 8th Std.

   2. Should be fit enough to undertake Tours for 15 days at a stretch.
MANDATORY DUTIES OF THE CONTRACTOR

1. Attendance should be maintained in the Garage by the contractor and the employees should sign it in every shift.

2. Spare (Reliever) labourers should be employed when a cleaner goes on leave, as a substitute.

3. The contractor has to fix leave regulation for the employees and submit a copy to T.T.D.C.

4. The contractor has to provide decent uniform with name badge to their staff.

5. Whenever an employee of the contractor leaves the job and new person with the same qualification is employed the contractor should ensure that the new persons so employed also have insurance cover.

6. The personnel should possess a register to record their activity.

7. Following Laws shall be adhered to by the contractor wherever applicable,

   a) Workmen Compensation Act, 1923

   b) Payment of Wages Act, 1936

   c) Industrial Disputes Act, 1947

   d) Minimum Wages Act, 1948

   e) Factories Act, 1948

   f) employees PF and Miscellaneous Act, 1952

   g) Payment of Bonus Act, 1965

   h) Payment of Gratuity Act, 1972

   i) Equal Remuneration Act, 1979

   j) Maternity Benefit Act 1951
k) Contract Labour (Regulation & Abolition) Act 1970

l) Industrial Employment (Standing Orders) Act 1946

m) Trade Unions Act 1926

n) Child Labour (Prohibition & Regulation) Act 1986

o) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979


q) Employee State Insurance Act, 1948


s) The Bonded Labour System (Abolition) Act, 1976

t) The Employer's Liability Act, 1938.

II. ELIMINATION OF CHILD LABOUR

1. Attention of all tenderers are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and progress. The tenderers shall not deploy any one below 18 completed years of age.

III. SAFETY MEASURES

1. All the work to be carried out in the buses and while the bus is on Tour at their own risk and cost.

2. Each and every employee of the contractor should have insurance cover under workmen compensation act.
IV. NON-COMPLIANCE TO SCHEDULE OF WORK / MANDATORY DUTIES

If the contractor fails to carry out any work or part of work/mandatory duties, the Corporation shall have the power to carry out such parts of work by engaging private agency and recover such amount including 5 (five) percent of the amount incurred from the progressive bills.

Photo Identify Cards have to be issued to the personnel and one set of these Identity Cards should be furnished to the Office.

The responsibility of the contractor to take insurance policy under Workmen’s Compensation Act 1923 for each labour and a copy of insurance policy should be furnished to the Board. This policy should be kept alive till completion of the contract period.
ANNEXURE V

I. DUTIES AND RESPONSIBILITIES OF CLEANING OF VEHICLES. (Cleaner at Garage)

A) Vehicle Cleaning at Garage

a) Outer body and window glass washing.
b) Wiping outer body and glasses (Inner and Outer) with dry cloth to remove water stains.
c) Inside brushing.
d) Removing stains on floors, back of seats and side panel.
e) Clean / remove items in pouches and remove dust above window frames and glass frames.
f) Removing dust in fans.
g) Fixing head rest covers for long tour vehicles.
h) Complete under chassis water service once a month.
i) Soap wash entire body inside and outside once a fortnight.
j) Vacuum Clean seats once a month.
k) Ensure proper fitment of curtains and replace soiled ones.
l) Other works entrusted by manager/D.S./S.K.

All above works to be done for each Vehicle before Tours. In respect of Vehicles which are idle for continuous period of more than one day dusting should be done on daily basis and other works to be executed before commencement of Tour.

B) DUTIES AND RESPONSIBILITIES OF CLEANING OF VEHICLES WHILE ON TOUR( Cleaners on Tours)

a) Outer body washing and wiping to remove all dust and stains.

b) Brushing inside of vehicle and removing dust on window/glass frames and ensure curtains are fitted properly.

c) Helping Tourists board their luggage and unload at various destinations and ensure its safety.

d) Attend to minor repairs in the bus like tightening seat frames changing stepney tyre etc. along with crew.
## Qualification Information

### PARTICULARS OF THE TENDERER

<table>
<thead>
<tr>
<th>Name of the Tenderer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Whether Sole Trader / Partnership / Private Limited Co. or Public Limited Co.</td>
<td></td>
</tr>
<tr>
<td>Residential Address</td>
<td></td>
</tr>
<tr>
<td>Address of the Registered Office</td>
<td></td>
</tr>
<tr>
<td>Address of the Branch / Office Quoting against the Tender</td>
<td></td>
</tr>
<tr>
<td>Names and addresses of the Proprietors / Partners / Directors</td>
<td></td>
</tr>
<tr>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>Registration No. &amp; Date</td>
<td></td>
</tr>
<tr>
<td>Registered under (give details under which Act the Company is registered)</td>
<td></td>
</tr>
<tr>
<td>ISO Registration</td>
<td></td>
</tr>
<tr>
<td>List of large companies / Public Sector Undertakings / Local Bodies / Companies to which the manpower has been supplied.</td>
<td></td>
</tr>
<tr>
<td>Annual Turnover in the last 3 years</td>
<td></td>
</tr>
<tr>
<td>State Sales Tax Registration No.</td>
<td></td>
</tr>
<tr>
<td>Central State Sales Tax Registration No.</td>
<td></td>
</tr>
<tr>
<td>Names of the Bankers</td>
<td></td>
</tr>
</tbody>
</table>

Note: For providing the above information, if required, separate sheet may be enclosed.

---

**DATE**  
**SIGNATURE**  
**SEAL**  
**NAME**  
**DESIGNATION**  
**ADDRESS**  
**Email ID**
FINANCIAL STATEMENT (DATA FOR PREVIOUS THREE YEARS - IN INDIAN RUPEES)

a. Information from Balance Sheet

<table>
<thead>
<tr>
<th>Year</th>
<th>2017 - 18</th>
<th>2018 - 19</th>
<th>2019 - 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. Information from Income Statement

<table>
<thead>
<tr>
<th>Year</th>
<th>2017 - 18</th>
<th>2018 - 19</th>
<th>2019 - 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit before Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit after tax</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attached are copies of financial statements (balance sheets including schedules and income statements) for the last three years, as indicated above, complying with the following conditions:
- All such documents reflect the financial situation of the bidder.
- Historical financial statements must be audited by a certified chartered accountant.
- Historical financial statements must be complete, including all schedules to the financial statements.

Note: Bidder and Each member of JV/consortium/group must furnish details separately in this form.
## PRESENT ASSIGNMENTS IN WHICH BIDDER FIRM IS ENGAGED.

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name &amp; Address of client</th>
<th>Brief Scope of the Work</th>
<th>Work Order (P.O) No. &amp; Date of issue of Order</th>
<th>Value of service (in Rs)</th>
<th>Period of Contract</th>
<th>Whether the copies of the Work orders / contracts From the client as required, Is attached?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes / No Pg. No. on the Proposal</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# TOTAL ANNUAL TURNOVER

(Bidder and/or Each member of Joint Venture/consortium/group must fill in this form)

<table>
<thead>
<tr>
<th>Year</th>
<th>Indian Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
</tr>
<tr>
<td>2019-20</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder
EARNEST MONEY DEPOSIT REFUND FORM

From

To

Sir,

Sub : Tender No. ________________________________

For the work of ________________________________

I have tendered for the above work enclosing E.M.D. for Rs. ________________

In case my tender is not considered, the E.M.D. furnished by me may be refunded to me. I give below my advance receipt for the amount duly stamped.

Yours faithfully,

ADVANCE STAMPED RECEIPT

Received from ________________________________ Rs. __________________

Towards refund of E.M.D. furnished by me along with my tender for the work of ________________________________

Remitted in challan ____________________________ dated ________________

Signature of the Tenderer

Recommendation of the Head of the Department

Signature and Designation.

Signature of Bidder
FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

WHEREAS, ......................................................... (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated ........................................... (Date) for the (Name of Work) .................................................................(hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We ................................................. (Name of Bank) of ................................................................. (Name of Country) having our registered office at ................................................................. (hereinafter called “the Bank”) are bound unto ................................................................. (Name of Employer) (hereinafter called “the Employer”) in the sum of ................................................................. for which payment well and truly to be made to the said TTDC the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ............... day of ............... .......

THE CONDITIONS of this obligation are :

1) If the bidder fails to take up the work within the specified period as per the tender condition.
2) If the bidder fails to provide the required workmen, additional workmen are replaced in efficient workmen within three days of notice from TTDC on three occasions within 90 days.
3) If the bidder commits breach of any of the terms and conditions of the tender / contract and fails to rectify the breach even after 30 days from the date of receipt of notice of such breach from TTDC.
4) If the bidder fails to discharge the services as specified in tender / contract

This Guarantee will remain in force up to and including the date of 30 days after the expiry of contract period of one year or may be extended by TTDC based on renewal of the contract notice of which extension to the bank is here by waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE........................................... SIGNATURE OF THE BANK.........................
SEAL OF THE BANK.................................................................
SIGNATURE OF THE WITNESS.............................................
Name and address of the witness.............................................
## REQUIREMENT OF STAFF TO BE PROVIDED - CHENNAI TRANSPORT UNIT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of Work</th>
<th>Man power required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaners to work in shifts in Garage, Chennai – 9.</td>
<td>4 per day approximately</td>
</tr>
<tr>
<td>2</td>
<td>Cleaners to work while on Tours.</td>
<td>Based on Tour Bookings (No. of Tours sent in the past 12 months mentioned next page for reference) This is only an indication and the actual need may vary.</td>
</tr>
</tbody>
</table>
NO. OF TOURS SENT IN THE PAST 12 MONTHS (ONLY FOR INDICATIVE PURPOSE)
FOR WHICH CLEANERS ARE TO BE SENT BY THE SUCCESSFUL TENDERER-ACTUAL NEED MAY VARY
ACCORDING TO THE TOUR BOOKINGS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Months</th>
<th>Cleaners on Tours</th>
<th>Cleaners at Garage</th>
<th>Total Cleaner Man days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>January ‘19</td>
<td>84</td>
<td>395</td>
<td>479</td>
</tr>
<tr>
<td>2</td>
<td>February ‘19</td>
<td>77</td>
<td>361</td>
<td>438</td>
</tr>
<tr>
<td>3</td>
<td>March ‘19</td>
<td>49</td>
<td>370</td>
<td>419</td>
</tr>
<tr>
<td>4</td>
<td>April ‘19</td>
<td>54</td>
<td>365</td>
<td>419</td>
</tr>
<tr>
<td>5</td>
<td>May ‘19</td>
<td>68</td>
<td>386</td>
<td>454</td>
</tr>
<tr>
<td>6</td>
<td>June ‘19</td>
<td>61</td>
<td>332</td>
<td>393</td>
</tr>
<tr>
<td>7</td>
<td>July ‘19</td>
<td>89</td>
<td>397</td>
<td>486</td>
</tr>
<tr>
<td>8</td>
<td>August ‘19</td>
<td>80</td>
<td>399</td>
<td>479</td>
</tr>
<tr>
<td>9</td>
<td>September ‘19</td>
<td>51</td>
<td>356</td>
<td>407</td>
</tr>
<tr>
<td>10</td>
<td>October ‘19</td>
<td>59</td>
<td>370</td>
<td>429</td>
</tr>
<tr>
<td>11</td>
<td>November ‘19</td>
<td>72</td>
<td>384</td>
<td>456</td>
</tr>
<tr>
<td>12</td>
<td>December ‘19</td>
<td>125</td>
<td>411</td>
<td>536</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>5395 Man Days</strong></td>
</tr>
</tbody>
</table>

Maximum we need 10 cleaners approximately for sending on tours.
UNDER TAKING

I have carefully gone through the tender document, and all its annexure, and I have fully understood the conditions and qualifications mentioned therein. I hereby undertake to comply with all the conditions and requirements prescribed anywhere in this tender document. I undertake to submit monthly compliance statements regarding payment of wages as indicated in the price bid. I also undertake to timely remit the EPF and ESI of contribution for the persons deployed by me. I also undertake to pay the service taxes and any other applicable taxes under the Central or State Acts promptly to the appropriate authority within the prescribed time.

Date:

Signature of tenderer:
TENDER NOTICE NO. 379 / T3 / 2016

TAMILNADU TOURISM DEVELOPMENT CORPN. LTD.,
CHENNAI-2

TRANSPORT DEPARTMENT

BID DOCUMENT

TENDER DOCUMENT FOR PROVIDING CLEANING SERVICES AT TTDC GARAGE, CHENNAI - 600 009 FOR THREE YEARS.

FINANCIAL BID

Address of the Tender Inviting Authority:

MANAGING DIRECTOR
TAMILNADU TOURISM DEVELOPMENT CORPN. LTD.,
TAMILNADU TOURISM COMPLEX
No.2, WALLAJAH ROAD, (Near Kalaivanar Arangam),
CHENNAI- 600 002.

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)
AGREEMENT

ARTICLE OF AGREEMENT made this ____________ day ___________ 2021 between
________________________________________________________ (Herein after referred to as the
tenderer) on the one part and Tamilnadu Tourism Development Corporation Limited (herein after called
the company) on the other part.

Whereas the tenderer has offered and undertook to carry out the works specified under this
contract for the units specified for three years, at the prices set forth in the schedule annexed hereto and
as per the terms provided for in tender documents and the company accepted such tender in pursuance
whereof the parties hereto have entered in this contract.

And whereas the tenderer in accordance with the terms of the said tender has furnished the
performance security for due and faithful performance tenderer of this contract, .

NOW THESE PRESENTS WITNESS THAT, the tenderer covenants and agrees with the
company and the successors that the tenderer shall commence the work within time specified in the
tender and shall abide by the terms and conditions specified in the tender documents.

It is HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:

All the terms and conditions, instructions to the tenderer specified in the tender shall deem to form
part of this agreement and shall be in force during the period of this agreement.

This agreement shall remain in force until the expiry of 12 months from the date of entering this
contract and shall be renewed if the contract is extended beyond one year.
IN WITNESS WHEREOF THE tenderer _______________________________ and the General Manager on behalf of the company have executed the agreement on the day and year first above written:

Signature of General Manager
T.T.D.C. Ltd.

Signature of tenderer

Name and Seal

Witness:

1)

Witness:

1)

2)

2)
### PRICE BID

**Name of Work:**

TENDER DOCUMENT FOR SUPPLY OF MANPOWER FOR PROVIDING CLEANING SERVICES AT TTDC GARAGE, CHENNAI – 600 009 FOR THREE YEARS.

### FIRST YEAR

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Service</th>
<th>Manpower required</th>
<th>Payable Wages per person per day</th>
<th>EPF Contribution</th>
<th>ESI Contribution</th>
<th>Service Charges for the tenderer</th>
<th>Service taxes payable / G.S.T</th>
<th>Total Wages per manpower per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLEANER (AT GARAGE)</td>
<td>4 approx.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(2+3+4+5+6)</td>
</tr>
<tr>
<td>2</td>
<td>CLEANER (ON TOURS)</td>
<td>As approximately indicated at page 41 of Tender document.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer

Date:

Signature of Bidder
## SECOND YEAR

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Service</th>
<th>Manpower required</th>
<th>Payable Wages per person per day</th>
<th>EPF Contributions</th>
<th>ESI Contributions</th>
<th>Service Charges for the tenderer</th>
<th>Service taxes payable / G.S.T</th>
<th>Total Wages per manpower per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLEANER (AT GARAGE)</td>
<td>4 approx</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(2+3+4+5 +6)</td>
</tr>
<tr>
<td>2</td>
<td>CLEANER (ON TOURS)</td>
<td>As approximately indicated at page 41 of Tender document.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer

Date:

Signature of Bidder
## THIRD YEAR

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of Service</th>
<th>Manpower required</th>
<th>Payable Wages per person per day</th>
<th>EPF Contribution</th>
<th>ESI Contribution</th>
<th>Service Charges for the tenderer</th>
<th>Service taxes payable / G.S.T</th>
<th>Total Wages per manpower per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CLEANER (AT GARAGE)</td>
<td>4 approx</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(2 + 3 + 4 + 5 + 6)</td>
</tr>
<tr>
<td>2</td>
<td>CLEANER (ON TOURS)</td>
<td>As approximately indicated at page 41 of Tender document.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer: ______________________ Date: ______________________

Signature of Bidder: ______________________