



**TAMIL NADU TRADE PROMOTION
ORGANISATION**

TENDER DOCUMENT

Name of work:

**Providing of Manpower for Administration
Work**

November - 2017

**TAMIL NADU TRADE PROMOTION ORGANISATION
(A Joint Venture of Govt. of India and Govt. of Tamil Nadu)
Chennai Trade Centre Complex
Mount Poonamallee Road, Nandambakkam, Chennai – 600 089.
Phone No: 044-2231 5552, 9176881000, Fax No: 044-2231 3555
Website: www.chennaitradecentre.org
Email: tntpo@chennautradecentre.org**

DISCLAIMER

The information contained in this tender document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of Tamil Nadu Trade Promotion Organisation (TNTPO) or any of its employees or advisors (collectively referred to as “TNTPO representatives”), is provided to the bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided. This document is not an agreement and is not an offer. The purpose of this document is to provide interested parties with information to assist the formulation of their proposals.

This document does not purport to contain all the information each bidder may require. Each bidder should conduct its own due diligence, investigation and analysis and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.

The prospective bidder will be responsible for all obligations to its staff, their payments, complying with the labor laws, minimum wages Act and any other Act in respect of the staff employed by it for this assignment. Under no circumstances, TNTPO will be responsible for any non-compliance with statutory requirements in respect of the bidder’s staff.

TNTPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document from time-to-time, under intimation to the bidders. TNTPO reserves the right to accept or rejects any or all proposals without giving any reasons. The bidding process shall be governed by the laws of India and courts at the State of Tamil Nadu will have jurisdiction over the matter concerning and arising out of document.

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SECTION – I

TAMIL NADU TRADE PROMOTION ORGANISATION

No. 117/TNTPO/Admin/2017

Date: 05.11.2017

NOTICE INVITING TENDER

Tender Notice for “Providing of Manpower for Administration Work”.

Sealed Tender is invited by Managing Director, TAMIL NADU TRADE PROMOTION ORGANISATION in two cover system (i.e.) Cover I: Commercial / Technical Bid, Cover II: Price Bid from the experienced Contractors for providing of Manpower for Administration Work as per the details given below:

Sl. No.	Item of work	Tender No.	Cost of Tender Document Rs.	Estimated cost of the work (approx.) Rs.	EMD Rs.	Sale of Tender Document	Last date of submission of tender document	Time & Date of opening of Technical bid
1	2	3	4	5	6	7	8	9
1	Providing Manpower for Administration Work to TNTPO	TNTPO / 110 / 2017	Rs.1000/-	Rs.75 lakhs (Rupees Seventy Five lakhs only)	Rs.1.5 Lakhs (Rupees One Lakh and Fifty Thousand Only)	05.11.2017 to 23.11.2017 between 10.00 AM to 5.00 PM on all working days and on 24.11.2017 from 10.00 AM to 02.00 PM	24.11.2017 at 03.00 P.M.	24.11.2017 at 03.30 P.M.

PRE-BID MEETING:

21.11.2017 AT 03:00 PM onwards

Minimum Qualifying criteria:

Average annual financial turn over of the tenderer during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 shall be as given below:

1. Average annual turn over during the last 3 years ending 31st March 2016 should be atleast **Rs.22.50 Lakhs.**

2. Experience of having successfully completed similar works during the last 7 years
 - (a) Three similar completed works each costing not less than Rs. 30.00 lakhs.

(OR)
 - (b) Two similar completed works each costing not less than Rs. 37.50 lakhs.

(OR)
 - (c) One similar completed work costing not less than Rs.60.00 lakhs.

The word “similar completed works” mentioned in para: 2 (a) (b) and (c) shall mean supply of manpower like Graduate, Post Graduate, Diploma / Degree holder, Drivers, Office Assistant, Scavengers etc., for Administration Work.

3. The bidder should have established functional office in Chennai existing before 31.3.2016.

4. The Bidders though meet the above criteria's are also subject to be disqualified, on the ground of untrue or false representation in the forms, statements, attachments submitted, record of poor performance, previous record of incomplete execution of contract, inordinate delays in completion or financial failure, etc.

5. The satisfaction of minimum qualification criteria by the tenderer as stated above shall be assessed and scrutinized based on supporting documents.
6. Tender document including forms, conditions of contract, specifications, etc. will be issued by the Managing Director, Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 from 05.11.2017 to 23.11.2017, during office hours between 10.00 AM to 05.00 PM on all working days and on 24.11.2017 from 10 AM to 02.00 PM.
7. The cost of tender documents inclusive of tax shall be Rs. 1,000/- (Rupees One Thousand Only) payable through crossed Demand Draft / Banker's Cheque on any scheduled commercial bank drawn in favour of "Tamil Nadu Trade Promotion Organisation" payable at Chennai. The name and address of the tenderer shall be clearly marked on the application for issuing tender documents.
8. The tender document can also be downloaded from the website www.chennaitradecentre.org free of cost. In case the document is downloaded from website the cost of tender document shall be paid by means of DD/Banker's Cheque on any scheduled commercial bank drawn in favour of "Tamil Nadu Trade Promotion Organisation" payable at Chennai and same may be enclosed to the tender document while submitting it. If the cost of tender document is not enclosed to the tender documents downloaded from the website, the same will be summarily rejected.

The cost of tender documents will not be refunded under any circumstances.

Managing Director
Tamil Nadu Trade Promotion Organisation

Section – II

INSTRUCTIONS TO TENDERERS

1. GENERAL AND SCOPE OF THE TENDER:

Tamil Nadu Trade Promotion Organisation invites tenders in sealed cover under two cover systems for Supply of Manpower for Administration Work as detailed in the tender document.

BIDDING SCHEDULE

Sl. No.	Event Description	Date
1	Advertisement-Date of issue	05.11.2017
2	Issue of Tender Document (10.00 hrs to 17.00 hrs in all working days)	05.11.2017 to 23.11.2017 and on 24.11.2017 from 10.00 AM to 02.00 PM
3	Last date of Bid submission	24.11.2017 at 03.00 P.M.
4	Opening of Technical Bid	24.11.2017 at 03.30 Am

2. QUALIFICATION OF TENDER:

To qualify to participate in the bid each tenderer in its name should have performed / executed the following works.

2.1 Pre-Qualification Criteria

Average annual financial turn over of the tenderer during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 shall be as given below:

1. Average annual turn over during the last 3 years ending 31st March 2016 should be atleast **Rs.22.50 lakhs**.
2. Experience of having successfully completed similar works during the last 7 years.

(a) Three similar completed works each costing not less than Rs.30.00 lakhs.

(OR)

(b) Two similar completed works each costing not less than Rs.37.50 lakhs.

(OR)

(c) One similar completed work costing not less than Rs.60.00 lakhs

The word “similar completed works” mentioned in para: 2 (a) (b) and (c) shall mean supply of manpower like Graduate, Post Graduate, Diploma / Degree holder, Drivers, Office Assistant, Scavengers etc., for Administration Work.

3. The bidder should have permanent Account Number issued by the Income Tax Authorities/registration with TNGST/CST before 31.3.2013.
4. The bidder should have GST number.
5. The bidder should have ESI number for the company before 31.3.2013.
6. The bidder should have EPF number for the company before 31.3.2013.
7. The Bidders though may meet the above criteria are also liable to be disqualified, on the grounds of untrue or false representation in the forms, statements, attachments submitted, record of poor performance, previous record of incomplete execution of contract, inordinate delays in completion of jobs or financial failure, etc.
8. The possession of minimum qualification on the criteria as stated above shall be assessed only on supporting documents.

2.2. PREVIOUS EXPERIENCE OF THE TENDERER:

The tenderer shall furnish all necessary information in the relevant proforma in the tender to prove that he had successfully completed / executed during the past three years the SUPPLY OF MANPOWER FOR ADMINISTRATION WORK.

3. CONTRACT OF TENDER DOCUMENTS:

The set of tender documents comprises the following document listed below:

SECTION	CONTENTS
I	Notice Inviting Tender
II	Instructions to Tenderer
III	General Conditions
IV	Eligibility Qualifications
V	Price Schedule A
	Statement of Supply Order Executed for the past 7 years (Schedule - B)
	Service Support Details from (Schedule - C)
	Tender Form (Schedule - D)
	Form of Agreement (Schedule - E)

And also any other clarifications agreed to shall form the part of tender document.

4. SALE OF TENDER DOCUMENTS:

Tender document including forms, conditions of contract, specifications, etc. will be issued by the Managing Director, Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 from 05.11.2017 to 23.11.2017, during office hours between 10.00 AM to 05.00 PM on all working days and on 24.11.2017 from 10.00 AM to 02.00 PM.

The cost of tender documents shall be Rs. 1,000/- (Rupees One Thousand only) inclusive of tax payable by means of crossed Demand Draft / Banker's Cheque on any scheduled commercial bank drawn in favour of "Tamil Nadu Trade Promotion Organisation" payable at Chennai. The name and address of the tenderer shall be clearly marked on the application for issuing tender documents.

The tender document can also be downloaded from the website www.chennaitradecentre.org free of cost. If it is downloaded from website, the cost of tender document shall be paid by means of DD/ Banker's Cheque on any scheduled commercial bank drawn in favour of Tamil Nadu Trade Promotion Organisation payable at Chennai and same may be enclosed to the tender document while submitting it. If the cost of tender document is not enclosed to the tender document if it had been downloaded from the website and the same will be summarily rejected.

The cost of tender documents will not be refunded under any circumstances.

5. FOR OBTAINING CLARIFICATION:

For obtaining clarifications if any, the Tenderers are advised to examine the tender document carefully and if there appears to be any ambiguity or discrepancy in the document or any clarification is needed in respect of the tender document, the same shall be referred to Managing Director, TNTPO, in writing. The queries for clarification in the tender documents before 48 hours of the opening of the Tender will be answered. The copy of reply to the clarification sought shall be communicated to all those who have purchased the tender documents and will be uploaded in the designated website for the information of those who have downloaded the tender document from the web site. It is to be noted that the clarifications agreed shall form part of the tender document.

6. ADDENDA / CORRIGENDA:

Addendum / Corrigendum to the tender documents on its own or consequent on the clarifications sought by the tenderers may be issued by the TNTPO, prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design.

Such addendum/corrigendum shall be distributed to each firm or person who had purchased the tender documents. Such Addenda/Corrigenda shall also be hosted in websites. The copies of such Addenda/Corrigenda shall also be downloaded from the website, which may be signed, sealed and enclosed along with their offer in cover I as token of their acceptance. The tenderers are therefore advised to watch the website, before 48 hours of the opening of the tender and download the addenda/corrigenda if any. Non-collection of such Addenda/Corrigenda and submission of same along with their offer shall not relieve the tenderers from accepting such Addenda/Corrigenda. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the TNTPO are liable to be rejected.

7. SUBMISSION OF TENDER:

Tenders are invited in two cover system from experienced Contractor for supply of Manpower for Administration Work. Tender must be sent in one main cover containing two separate covers and these two covers shall be superscribed on cover as "Cover-I" and "Cover-II" respectively. All the covers shall be addressed to the Managing Director, Tamil Nadu Trade Promotion Organization, and sealed properly. Names and addresses of the Tenderer shall also be written on all the covers. Tenderers are requested to sign in all pages of tender by the Tenderers or by the person who is duly authorized for the same and any tender not so signed in all pages of the tender is liable to be treated as being defective and will be rejected.

The name and signature of bidder/authorized person should appear on each page of the application/tender document. All pages of the tender document shall be numbered and submitted on a package along with forwarding letter on agencies letter head.

The tender must be delivered by the tenderer at the address mentioned in the document not later than the date and time specified in the bidding schedule.

The tenderer shall be responsible for properly superscribing and sealing the cover in which the tender is submitted and TNTPO shall not be responsible for accidental opening of the covers that are not properly superscripted and sealed as required before the time of opening of tender.

The submission of tender document shall be made by post or by person with due acknowledgement and TNTPO shall not be responsible for any delay in transit or so.

The submission of tender by facsimile or fax shall not be accepted and TNTPO reserves right to extend the last date and time for receiving tender after giving adequate notice to all intending tenderer.

Any bid submitted after closing hours will be returned to the bidder unopened.

The tender submitted by the tenderer shall comprise the following:

7.1 CONTENTS OF COVER – I:

Complete technical specifications for supply of Manpower for TNTPO quoted by the tenderer with all relevant particulars. All the commercial and technical terms and conditions which the Tenderer wants to deviate or add.

- a) A confirmation that the Tenderer will abide by the entire clause in the tender document.
- b) Demand Draft towards E.M.D. of Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand Only)
- c) The cost of tender documents by means of DD/ Banker's Cheque shall be enclosed for those who are downloaded the tender document from the website
- d) A declaration that the contractor has successfully provided manpower to the organization.
- e) The tender documents should be signed only by authorised persons in case proprietary firm. And in case of partnership firm only those authorised by partners through Power of Attorney should sign the tender document.
- f) A copy of Income Tax Returns filed and permanent account number (PAN) of Income Tax Department if any.
- g) All the necessary documents in connection with prequalification criteria's shall be enclosed.

7.2 CONTENTS OF COVER – II

The cover II shall contain Price Bid for supply of manpower as mentioned by TNTPO. All contents of cover I and II shall be submitted in duplicate. The bidders are requested to submit the offer as per format enclosed in the Price Schedule-A of tender document.

The tenderer shall furnish two copies of their covering letter, duly enclosing their conditions if any, data and other information in duplicate to form a complete tender in all respects. Each copy of the offer shall be superscribed appropriately as "Original" and "Duplicate".

8. TIME SCHEDULE FOR SUPPLY OF MANPOWER

The selected contractor should supply necessary manpower within 7 days from the date of formal request from TNTPO and any requirement in the subsequent period should be fulfilled within 5 days from the date of receipt of request from TNTPO.

9. PERIOD OF CONTRACT

The contract period is initially awarded for one year and the same will be extended for another one year with the satisfactory performance of the contract. However, TNTPO reserves the rights to cancel the contract, if the performance is not found satisfactory. The TNTPO reserve right to extend the period of contract on its own discretion.

10. RATES TO BE IN FIGURES AND WORDS:

The tenderer shall quote the rates in figures as well as in words (English), tendered by him in the concerned proforma of the tender without any interpolation. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer. In case of any discrepancy between the prices quoted in words and in figures lower of the two shall be considered as the quoted price. The quoted price shall be corrected only for arithmetical error. The tenderer is permitted to quote only in Indian Rupee and the payment for the work will be made only in Indian Rupees.

11. CORRECTION / VARIATION:

Ordinarily over writings, corrections are not permissible. However all such corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date.

The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained.

12. TENDER VALIDITY

Tenders submitted by tenderers shall remain valid for acceptance for a period of 90 days from the last date of submission of the tender. The tenderer shall not be allowed during the declared period of validity to revoke or cancel his tender or to vary any terms thereof.

If any tenderer withdraws his tender before the date of validity as declared and before the contract is awarded, the earnest money deposited by the tenderer shall be forfeited.

13. EARNEST MONEY DEPOSIT:

- a) The EMD is Rs. 1,50,000/- (Rupees One Lakh and Fifty Thousand Only).
- b) All tenderers should furnish earnest money deposit by way of Demand Draft/Banker's Cheque drawn in favour of "Tamil Nadu Trade Promotion Organization" payable at Chennai on any scheduled commercial banks. Tenders received without the earnest money deposit will be rejected summarily.
- c) Earnest money deposit will be forfeited if the rates are revised, modified during currency of the contract or extended period, or if the order is not executed after acceptance of the tender.
- d) The Earnest money deposit will not bear any interest.

13.1 REFUND OF EARNEST MONEY DEPOSITS:

- a) For Unsuccessful Tenderer, EMD of Tenderers other than successful bidder will be refunded within 15 days from the date of issue of work order.

- b) EMD for the successful bidder will be paid within 15 days from the date of submission of security deposit.

13.2 FORFEITURE OF EMD IN CERTAIN CASES:

The EMD will be forfeited:

- a) If the tenderer withdraws his tender within the validity period.

(Or)

- b) Makes any modification in the terms and conditions of tender before expiry of 90 days from the last date of submission of tender or such time as may be extended by the TNTPO to which the tenderer has agreed in writing.

(Or)

- c) In the event of tender being accepted by the TNTPO but the tenderer fails to enter into a contract including submission of security deposit.

(Or)

- d) In the event of tender being accepted by the TNTPO but the tenderer fails to furnish the performance guarantee as per the terms of contract.

13.3 NO INTEREST ON EARNEST MONEY:

No interest shall be paid by TNTPO to the tenderer or contractor on the amount of earnest money held by TNTPO, at any stage.

14. OPENING AND EVALUATION OF TENDER:

The main cover of the tenders will be opened at the office of the Managing Director of TAMIL NADU TRADE PROMOTION ORGANISATION, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 at 03:30 PM on

24.11.2017 after the closing time mentioned above in the presence of tenderers or representatives who are present at the time. Tenderers should send letter of authorization with attested specimen signature of their representatives who are deputed to attend at the time of opening of tenders. Representatives without such authorization letters may not be permitted to be present to witness the opening of tender. In any case, the maximum number of persons representing a firm to witness the opening of the tender will be limited to two.

On the day of opening, Cover-I alone i.e. Technical/Commercial bid will be opened. Cover-II i.e. Price bid will not be opened. All the sealed cover-II of all the tenderers will be kept inside a single cover and sealed in the presence of tenderers or their authorized representatives who are present on the date of opening and will be kept in the safe custody of the Managing Director, TNTPO.

14.1 EXAMINATION OF TENDERS AND OPENING OF COVER – II:

The Cover No. I of the tenders shall be opened, scrutinized and evaluated with reference to the qualifications, experience mentioned in the Tender document. **Cover No. II** of those tenderers qualified in the evaluation of Technical and Commercial bid will be opened on after giving notice / information to the tenderers for their presence on the said date, if they desire.

15. AWARD OF WORK:

TNTPO will determine the lowest evaluated price quoted from those tenders qualified in evaluation of cover-I and shall award the contract to the tender who has offered the lowest evaluated price.

TNTPO shall notify the award of tender to the successful tenderer in writing that such tender has been accepted.

16. SECURITY DEPOSIT:

The contractor will have to furnish 5% of work order value as Security Deposit, in the form of Demand Draft / Banker's Cheque drawn in favour of TAMILNADU TRADE PROMOTION ORGANISATION payable at Chennai on any Scheduled Commercial Bank. EMD of the successful tenderer can be taken as part payment towards security deposit or will be refunded within 15 days from the date of payment of the security deposit in full.

The security deposit will be refunded to the contractor only if the contract is completed as per the contract agreement. If the TNTPO incurs any loss or damages on account of breach of any of the clauses or any other amount arising out of the contract becomes payable by the contractor to the TNTPO, then the TNTPO will in addition to such other dues that he shall have under the law, appropriate the whole or part of the security deposit and such amount that is appropriated will not be refunded to the contractor.

The contractor will have to furnish the security deposit within 7 days from the date of receipt of work order. The security deposit will not carry any interest. TNTPO shall reserve all rights to cancel the work order and forfeiture of EMD contract on failure of submission of security deposit within the stipulated period.

Failure to comply with the terms regarding security deposit set out in the purchase order within the stipulated time will entail cancellation of the contract without any further reference to the contractor.

17. EXECUTION OF AGREEMENT:

After execution of Security Deposit, the successful bidder has to enter into the contract agreement as per the format enclosed in **Schedule-E** of tender document with the Managing Director, TNTPO

at the cost of the contractor. The agreement shall consist of the following documents:

- (a) The format of agreement along with the conditions of the Contract.
- (b) All the schedules.
- (c) Eligibility qualifications approved and
- (d) Other relevant documents.

The approved agreement shall be signed on appropriate stamp paper as per the format (Schedule E). The cost of the stamp paper shall be borne by the successful tenderer. The authorized signatory shall sign with his seal on all pages of the agreement and other documents to be attached and shall return to the Managing Director for acceptance of receipt of the documents. The same shall be signed and accepted by the Managing Director with date and seal on behalf of the TNTPO.

18. FAILURE TO EXECUTE THE AGREEMENT:

If the firm fails to execute the agreement within 7 days as mentioned in the letter of intent, the offer shall be treated as invalid and the amount of EMD will be forfeited and his tender held as non-responsive. In this case if L-2 Tenderer is agreed to provide manpower service as per the Tender at the rate of L-1 TNTPO reserves the rights to consider the offer of L-2 Tenderer for issue of LOA.

19. WITNESS:

Witnesses shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

20. RIGHT OF THE TNTPO TO ACCEPT OR REJECT THE TENDER:

The TNTPO does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without

assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

21. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

22. COLLECTION OF DATA-TENDERER'S RESPONSIBILITY:

The tenderer shall visit the site and acquaint fully with the site and local conditions and no claims whatsoever shall be entertained on the plea of ignorance of difficulties in the execution of the work etc. Before submitting, the tenderer shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution.

23. AMBIGUITY:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or if any additional information required, the matter should immediately be referred to the Managing Director, TNTPO in writing.

In case of incomplete specifications, if any, it will be assumed that the contractor has got the expertise and experience to furnish the most updated technically sound materials and workmanship to the TNTPO, subject to approval of the Managing Director, TNTPO.

24. TENDERER'S COMMENTS:

Any comments which the tenderer desires to make shall take the form of a separate statement in English language and giving reference to page, clause or item numbers and shall be submitted in duplicate along with the tender.

- a) Telegraphic/fax/telex offers will be treated as defective, invalid and rejected. Only detailed completed offers received as specified above, prior to the closing time and date of tender will be taken as valid.
- b) Demand Draft/Banker's Cheque towards E.M.D. for Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) drawn in favour of Tamil Nadu Trade Promotion Organisation payable at Chennai from any scheduled commercial bank.
- c) Demand Draft/Banker's Cheque shall be enclosed to the tender. This shall be kept in Cover-I and shall not be sent separately.
- d) The Earnest money deposit will be refunded to the unsuccessful tenderers within 15 days from the date of issue of work order. No interest will be allowed on the Earnest Money from the date of its receipt until it is refunded.
- e) The tender form contained in this tender document shall be returned to the TNTPO in duplicate; each of them duly filled in and signed by the tenderer along with his tender. Any tender not so signed on all pages of the tender is liable to be treated as being defective and will be rejected. The tenderer should submit both original and duplicate copy of the tender document duly signed on all pages. If the tender documents are not submitted induplicate (both original and duplicate) then the tenders will not be considered for evaluation.
- f) The TNTPO does not bind itself to accept the lowest or any tender or part thereof and reserve the right to accept or not to accept any or all of the tenders either in whole or in part, without assigning any reason therefore.
- g) The TNTPO is not entitled to issue "C" and "D" Form. Hence, the tenderers are advised to quote specifically the percentage of Sales tax and Surcharge if any, in Price bid.

25. JURISDICTION:

The award of contract for the “Supply of manpower for Administration work of TNTPO” is subject to the jurisdiction of the local courts of Chennai (Tamil Nadu) and no court other than local courts at Chennai (Tamil Nadu) shall have jurisdiction regarding any matters concerning the contract.

26. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:

All these instructions, conditions, special conditions, if any, technical specifications contained in the tender document and any correspondence related to this contract shall form part of the agreement.

27. FINAL DECISION MAKING AUTHORITY:

TNTPO reserves the right to accept or reject any of the applications / tender without assigning any reasons thereof. TNPO reserve the right to increase or decrease the scope of work and may split the scope of work and award the works to one or more agencies and as agreed necessary by TNTPO. Decisions of TNTPO is final and binding.

SECTION – III

GENERAL CONDITIONS

A. GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS:

1. DEFINITION OF TERMS:

In constructing these conditions and annexed form of tender and specification, the following words shall have the meaning herein assigned to them unless there is something in the subject or context inconsistent with such construction.

- 1.1 “The Employer” shall mean the “Tamil Nadu Trade Promotion Organisation” or their successors, assigns acting through its Managing Director.
- 1.2 Managing Director means the Managing Director of Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Mount Poonamallee Road, Nandambakkam, Chennai – 600 089 and includes the person appointed to act on behalf under the Companies Act 1956.
- 1.3. “Contractor” means the person or persons, firm or company whose tender/offer has been accepted by Tamil Nadu Trade Promotion Organisation and includes the Contractor’s Representatives, heirs, successors and assigns.
- 1.4. “TNTPO” means Tamil Nadu Trade Promotion Organisation.
- 1.5 “Sub-Contractor” shall mean any person to whom any part of the contract has been sublet with the consent in writing of the Employer, and the Employer’s Representatives, successors and permitted assigns of such person.

- 1.6 “Temporary Work” means all temporary works of every kind required in or about the execution, completion or maintenance of the contractual works.
- 1.7 “Extra works” means those works required by the Employer for completion of the Contract not specifically and separately included in the specified items of works of the tender.
- 1.8 “Office” means the Chennai Trade Centre Complex where the work is to be executed or carried out for the purpose of the Contract.
- 1.9 “Month” means English Calendar Month.
- 1.10 “Contract” shall mean, Contract agreement entered between Tamil Nadu Trade Promotion Organisation and the contractor together with the contract document referred therein.
- 1.10.1 The Tender document and acceptance of the Tender.
 - 1.10.2 The specifications as defined above.
 - 1.10.3 The general conditions of contract.
 - 1.10.4 The work order issued to the contractor subsequent to acceptance of the offer.
 - 1.10.5 All correspondence and minutes of tender meetings by which items 1.10.1 to 1.10.4 are added.
- 1.11 “Contract Price” means the total sum of money certified to be paid by the Employer to the contractor on timely completion of the contract, including that for extra items of work, etc; i.e. as per defined and applicable items of the terms of payment.

2. CONTRACT DOCUMENT:

Subject to the order of precedence given in the contract document all documents forming part of the contract are included to the coercive and mutually explanatory. The contract shall be read as whole.

3. CONTRACT PRICES:

Prices are to be quoted on firm basis.

4. TAXES AND DUTIES:

Any increase / decrease in Taxes, Duties and Other statutory levies during the tenure of contract causing any variation in the accepted rate, the actual rate will be paid by TNTPO.

Deductions will however be made as per Income Tax Rules, if applicable, at all stages of payments and appropriate certificates to that effect will be issued to the contractor.

5. INSURANCE:

During the period of contract, the contractor shall at their own cost fully insure all the outsourced persons and keep insured in the joint names of the TNTPO and the contractor. The policy/policies shall be effected with any Nationalised Insurance Company of India and the coverage shall include all kinds of expected risk.

In case of default of renewal of insurance during the above said period, TNTPO shall pay the premium to avoid interruption of policy/policies and the same shall be reimbursed or adjusted against final bill from the contractor, provided that nothing herein contained nor anything done or omitted to be done by the TNTPO in pursuance hereof shall be deemed to release the contractor from or diminish or affect their obligation to keep the policies alive.

6. PAYMENT:

The Contractor has to remit the following to the concerned authorities within seven days from the date of disbursement of salary to the outsourced personnel and produce photo copy of remittance challans to the authorities concerned.

- 1) ESI of 4.75% borne by TNTPO.
- 2) EPF of 12% borne by TNTPO.
- 3) EDLI of 1.16% borne by TNTPO.
- 4) EPF of 12% deducted from the salary of outsourced personnel.

Only on production of photo copy of remittance challans of ESI and EPF to TNTPO, the payment will be made to the contractor. The above mentioned percentages are as per rules in force currently and subject to revision by the authorities concerned.

7. SUBCONTRACTING:

The successful tenderer shall not subcontract or assign this contract or any part thereof without obtaining prior written permission of the TNTPO. In the event of the successful tenderer sub-letting or assigning the contract or any part thereof without such permission, the TNTPO shall have the right to cancel the contract and to get manpower elsewhere and the successful tenderer shall be liable to the TNTPO for any loss or damage which the TNTPO may sustain in consequence or arising out of such supply of manpower. Even in case, sub-letting is permitted by the TNTPO, it will not recognize any contractual obligations with the person or Party to whom the contract has been sub-let and the successful tenderer will be held responsible for the satisfactory due and proper fulfillment of the contract.

8. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT / RIGHTS OF THE TNTPO:

- a) The TNTPO reserves the right to cancel the contract if the manpower is not supplied as per requirement of TNTPO.

- b) Any bribe, commission, gift advance given, promised or offered by or on behalf of the tenderers, their partners, agents or servants to any officer, servant or representative of the TNTPO for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall, in addition to the criminal liability he may incur, subject the tenderer to cancellation of this or any other contracts and also to payment of any loss resulting from any such cancellation to the extent as is provided in the case of rejection on the ground of bad quality supply. TNTPO shall be entitled to deduct the amount so payable from any moneys otherwise due to the tenderers under this or any other contracts. Any question or dispute as to whether the tenderer has incurred any liability under this clause shall be decided by the TNTPO in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive and binding on the contractor.

9. MEMBERS OF THE TNTPO NOT INDIVIDUALLY LIABLE:

No Director or official or employee of the TNTPO shall in any way be personally bound or liable for the acts of obligations of the TNTPO under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

10. TNTPO NOT BOUND BY PERSONAL REPRESENTATIONS;

The contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to representation, promise or guarantee given or alleged to have been given to him by any person of the TNTPO.

11. CHANGE IN CONSTITUTION

- a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm, except with the previous consent in writing of the TNTPO which may be granted only upon furnishing of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertakings.
- b) On the death or retirement of any partner of the contractor/firm before completing the performance of the contract, the TNTPO may at its option cancel the contract and in such case the supplier shall have no claim whatsoever to compensation against the TNTPO in case if the successor does not agreed by this contract to continue for completion.
- c) Without prejudice to any of the rights or remedies under this contract if the supplier is a proprietorship concern and the proprietor dies during the performance of this contract the TNTPO shall have the option to terminate the contract without compensation in case if the successor does not agree by this contract to continue for completion.

12. NOTICES:

All notices and instructions under the terms of tender will be sent by post/cable/fax to the Contractor to his principal place of business indicated in his Tender.

Actual Receipt: Unless a later time is specified in a notice, it shall take effect from the time it is received by person or on his behalf, to whom it is addressed, as noted thereon.

Deemed Receipt: A letter or facsimile is taken to be received.

Change of particulars: In the event that the tenderer changes the address or other relevant particulars in respect of its facsimile facilities, it must, prior to the date of such change, notify to the TNTPO in writing and subject to acknowledgement, be as that of new address or particulars as the case may be.

13. DISPUTES:

a) All matters relating to any dispute which may arise during the execution of the contract shall be referred to the Arbitration of an arbitrator to be mutually agreed upon between the successful tenderer and the Tamil Nadu Trade Promotion Organization. In case of failure, the dispute shall be referred to the award of two arbitrators one to be appointed by the Tamil Nadu Trade Promotion Organization and the other by the tenderer. The two arbitrators shall appoint an umpire in advance of their consideration of any point of dispute. The decision of the Arbitrator in the case of former and that of the umpire in the case of latter shall be final and conclusive and binding on both parties. The provision of the Indian Arbitration & Conciliation Act 1996 (Central Act 26 of 1996) and the rules made there under and any Statutory modification thereof shall be deemed to form a part of the contract.

b) The venue of such Arbitration shall be at Chennai city only. Arbitration suits or any other claims filed in any court of Law outside Chennai city will not be binding on TNTPO.

c) Tenders are suggested to carefully go through the terms and conditions of the document before offering his/ their rates.

d) The Tenderer is also advised to take a round of the entire Chennai Trade Centre during working hours to know existing set up.

Place:

Date:

Signature of the tenderer / Contractor with seal

LETTER OF TRANSMITTAL

To

Date:

The Managing Director,
Tamil Nadu Trade Promotion Organisation,
6A, 6B & 6C, Mount Poonamallee Road,
Nandambakkam,
Chennai – 600 089.

Sir,

Sub: Submission of pre-qualification application for the
work of “Providing of manpower for Administration
Work”.

1. Having examined the details given in the tender Invitation to pre-qualify Bidders for work referred under subject above we hereby submit the prequalification information and relevant documents.
2. We hereby certify that all the statements made and information supplied in the enclosed Formats A to C, Annexure A to C and Schedule A to D accompanying statements are true and correct.
3. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
4. We authorize TNTPO to approach individuals, employers, firms/clients and corporation to verify our competency and general reputation.
5. We also submit a detailed description of our latest methods of performing the services of the Pre-qualification documents.
6. We submit in Annexure – B the certificates in support of our suitability, technical know-how and capability for having successfully completed the works during the last five years.

Enclosures please refer checklist below:

Please state whether following enclosures has been enclosed or not.

Sl. No.	Description of item	Enclosed	Not enclosed
	Application in duplicate including letter of Transmittal and Formats A to E and Annexure A to B		
	PAN Number and Copies of I.T. clearance certificate.		
	Certificate of Registration from any Government / Public Bodies.		
	Copies of Audited Balance Sheet and P & L statement for the past three years.		
	Copies of C.S.T/S.T. clearance certificate for the past 3 years and registration certificates.		
	Supporting certificates for technical and financial capability from relevant authorities.		
	List of Board of Directors / Partners.		
	Organisation Chart with responsibilities.		
	Details of facilities for performing the services.		
	Details of tie-ups if any, technical financial with reputed foreign organization		
	A detailed write-up on any latest method of approach specially devised by the applicant to perform the work to international level.		
	EMD as called for in Tender		
	GST registration No.		
	Any other important information		

I/We hereby agree to abide by the decisions of TNTPO in all matters relating to this pre-qualification.

Place:

Date:

Signature of Applicant with seal

STRUCTURE AND ORGANISATION

1. Name of Applicant firm
2. (a) Registered Office Address
Telegraphic Address
Telephone Number
Telex Number / E-mail
Fax Number
- (b) Office Address through which this work
will be handled and name of officer in charge
And the telephone / FAX
Number / e-mail id.
- (c) Year of establishment and location of Establishment
3. Number of years experience as a Contractor for supply of
manpower for administration work.
4. The applicant firm is
 - a. Proprietary Firm
 - b. Firm in Partnership
 - c. Limited Company or Corporation
 - d. Group of companies
 - e. Firm in joint venture / tie up with a Foreign company
5. Attach the Organisation Chart showing the structure of the
organisation including the names of the Directors and position
of Officers.
6. Were you ever required to suspend work for a period of more
than 3 months? If yes, give the name of work and reasons
thereof.
7. Have you ever left the work awarded to you incomplete? (if so,
give name of work and reasons for not completing work)

8. In how many of your works were penalties imposed for delays and out of how many works handled in that year (please give details)
9. In how many of your works cases of litigation have arisen out of how many works handled in that year?
10. a) Income tax clearance certificate for Organisation / Firm.
b) State Permanent Account number.
11. a) Adequate and satisfactory evidence to take up the work as a Contractor for supply of manpower for administration work reference to the requirements as mentioned in the tender notice. Enclose Annual report / Balance Sheet and P & L statements for the past three years. Banker's overdrafts and credit facilities available.
b) Particulars of registration etc. if registered with any Government, Semi-Government, Municipal or other organization, / ISO 9001 Certification
(Give details including classification License etc)
c) GST of any other state
12. Please give two references of firms (Engineers, Architects or top Officials of client Organisations) for whom you may have provided manpower for administration work.
From whom TNTPO can verify directly about the ability, competence or capability of your organization. Preferably attach Certificates duly signed by the top Officials of the organizations in their Letterhead.
13. Do you have any tie-up with foreign Company? If yes, give nature of tie-up, since when and full details of company with name and address. Necessary proofs have to be attached.

Place:

Date:

Signature of Applicant with seal

FORMAT – B

PERSONNEL

Give details of key Technical and Administrative Personnel (who could be assigned for this works) in the following proforma.

A. Details of the Board of Directors

- 1) Name of the Director
- 2) Organisation
- 3) Address

B. Key Technical and Administrative Personnel and Consultants:

- 1) Individual's Name
- 2) Qualification
- 3) Present position of office
- 4) Professional experience and details of work carried out for providing of manpower for administration work.
- 5) Years with the applicant
- 6) Language known
- 7) Additional information

C. Details of Service Personnel to take care of various services.

Place:

Date:

Signature of Applicant with seal

FORMAT-C

REQUIREMENT OF SECTION I & II (ELIGIBILITY FOR PRE-QUALIFICATION)

1.	Do you enclose necessary documentary evidence for items 1 to 3 above?	YES / NO
2.	Do you satisfy requirement of item 4 Details to be furnished.	YES / NO
3	Do your satisfy requirement of item 5 Details to be furnished.	YES / NO
4.	Do you satisfy requirement of item 6 Details to be furnished.	YES / NO
5.	Do you satisfy requirement of item 7 Details to be furnished.	YES / NO

Place:

Date:

Signature of Applicant with seal

ANNEXURE – A

Details of facilities available with contractor for performance of services.

ANNEXURE - B

CERTIFICATES

Certificates in support of suitability, technical know-how and capability for having successfully completed the supply of manpower for administration work during the last Seven years along with copy of work order, agreement clearly stating the scope and details of work.

SECTION – IV

ELIGIBILITY QUALIFIATIONS

1. GENERAL SCOPE OF WORK:

The scope of work shall cover the supply of manpower to carry out the office work in addition to the work assigned by TNTPO

2. QUALIFICATION PRESCRIBED FOR MANPOWER

1. Estate Supervisor (No of Post 1)

- Minimum Qualification : Any Degree.
Experience : Essential: 5-6 Years in the field of Venue Management such as coordination with Exhibition organizers and over managers and overall supervision of maintenance work
Preference : Experience in Manpower Management.

2. Accounts Supervisor (No of Post 1)

- Minimum Qualification : B.Com.
Experience : Essential: 5-6 Years in the field of Accounts such as working knowledge in Tally ERP, preparation of BRS, Payment of Service Tax, TDS, EPF, ESI, filing of return of Service Tax and TDS, Computer and in typewriting.
Preference : Experience in secretarial work.

3. Marketing Supervisor (No of Post 1)

- Minimum Qualification : Any Degree.
Experience : Essential: 5-6 Years in the field of Marketing with Good communication skills and good knowledge in MS Office and type writing.
Preference : Experience in Trade Promotion activities / customer relations.

4. Accounts Assistant (No. of Posts 2)

- Minimum Qualification : B.COM.
Experience : 3-4 years experience in Accounts Dept. in a reputed company and knowledge in computer in tally.

5. Marketing Assistant (No. of Posts 3)

Minimum Qualification : Any Degree
Experience : 3-4 years experience in Marketing Dept. in a reputed company and knowledge in computer.

6. Administration Assistant (No. of Post 1)

Minimum Qualification : Any Degree or experience as mentioned below
Experience : 3-4 years experience in Administration. Preference will be given to the persons who worked in a Public Sector Undertaking and knowledge in Computer.

7. Technical Assistant (No. of Posts 5)

Minimum Qualification : Any Degree/Diploma in Electrical/CIVIL/Electronic Engineering, Air-conditioning etc.
Experience : 3-4 years experience in Engineering works in reputed company and knowledge in computer.

8. Engineering Assistant (No. of Post 1)

Minimum Qualification : Any Degree/Diploma in Civil/Mechanical/Electrical/Electronics etc.
Experience : 3-4 years experience in Office work in a reputed company and knowledge in computer

9. Office Assistant (No. of Posts 5)

Minimum Qualification : VIII Std.
Experience : 3-4 years experience in a reputed Company.

10. Driver (No. of Posts 3)

Minimum Qualification : VIII Std. with valid driving license issued by RTO.
Experience : 3-4 years experience.

11. Gardner (No. of Post 1)

Minimum Qualification : Certificate course in Gardening.
Experience : Minimum three years with garden work

12. Scavenger (No. of Posts .2)

Minimum one year experience in maintenance of rest rooms.

3. ADDITIONAL CONDITONS FOR PROVIDING MANPOWER

1. The bidder has to pay the salary to the persons deputed to TNTPO not less than the Minimum Wages Act as indicated by TNTPO.
2. The bidder has to meet all the statutory requirements for the persons deputed to TNTPO.
3. Three sets of uniform with two pairs of shoe will be provided directly to the outsourced personnel by TNTPO every year.
4. The bidder has to take necessary insurance coverage for the persons deputed to TNTPO.
5. The bidder has to produce the documentary evidence for the remittance for ESI/EPF along with the monthly bill (Individual wise). Then only bill will be processed.
6. As mentioned in the tender notice, certificate from private/public sector and Govt. Department regarding their experience has to be enclosed.
7. The bidder has to pay any other allowance which will be borne by TNTPO.
8. In the event of any failure in providing the adequate manpower, TNTPO reserves the right to terminate the contract without assigning any reason and to engage suitable person without affecting for smooth functioning of day today work. If any loss to TNTPO, it will be recovered from security deposit.
9. If the contractor fails to provide the required manpower within the stipulated time penalty will be levied at the rate of Rs.100/- per day from the next day of the stipulated time.
10. The selected bidder has to supply manpower at the ration of 1:3 for each vacancy and will be interviewed and selected by TNTPO.

The work assignment will be given only based on the performance of the candidates at the interview.

11. The contractor is responsible for any misuse/loss of money by the outsourced persons to TNTPO.
12. The deployed person by the contractor will be sent out immediately from TNTPO on the following grounds;
 - a) If the person deployed is found to be disobedient to the officers / staff of TNTPO.
 - b) If the person deployed is found not carrying out the work entrusted to him / her satisfactorily.
 - c) If the person deployed is absent frequently or absent from duty without informing to TNTPO.

Section – V

SCHEDULE – ‘A’

PRICE SCHEDULE

Name of work: “Providing of Manpower with the qualification as prescribed by TNTPO to carry out the day to day administrative work. The minimum daily wages for the various categories are fixed based on the Proceedings of the District Collector of Kancheepuram.

Sl. No.	Designation	No. of persons	The wages in force in the TNTPO for 2017 - 18 (as per Collectorate, Kancheepuram)
1	Supervisor	3*	620
2	Assistant	7	517
3	Technical Assistant	5	517
4	Gardener	1	517
5	Driver	3	385
6	Office Assistant	5	356
7	Scavenger	2	346

*** 20% increase from wages of Assistant.**

The Contractor has to remit the following to the concerned authorities within seven days from the date of disbursement of salary to the outsourced personnel.

- 1) ESI of 4.75% borne by TNTPO.
- 2) EPF of 12% borne by TNTPO.
- 3) EDLI of 1.16% borne by TNTPO.
- 4) EPF of 12% deducted from the salary of outsourced personnel.

Note:

The contractor should not quote lower than the rate inforce per day as indicated above. The wages will be revised every year based on the wages fixed by the District Collector, Kancheepuram.

The Contractor should pay the ESI, EPI to every individual in advance.

PRICE SCHEDULE

(To be filled by the Tenderer)

Minimum Rate as per Collector of Kancheepuram				Rate to be quoted by the contractor on day basis			
Sl.No	Designation	Required Persons	Rate Per Day Rs	Rate Per Day Rs	Percentage of Service Charge	Amount in Rs. mentioned in column VI	(V+VII) Total
I	II	III	IV	V	VI	VII	VIII
1	Supervisors	3					
2	Tech Asst	5					
3	Assistant	7					
4	Driver	3					
5	Office Asst	5					
6	Scavenger	2					
7	Gardner	1					

Note: ESI, EPF, EDLI and applicable GST will be paid by TNTPO as extra. The Price Bid will be evaluated based on the rate quoted by the tenderer in Column V and VII which is totaled in Column VII.

Signature of the tenderer with seal:

SCHEDULE - 'B'

STATEMENT OF SUPPLY ORDERS EXECUTED / ORDER EXECUTION DURING THE PAST SEVEN YEARS AS ON THE DATE OF TENDER OPENING

(The Proof of Evidence shall be enclosed for each category)

Sl. No.	Name and Address of the Organisation	Designation of the manpower provided	Work Order No. & Date	Qty	Value of order in lakhs	Contract period

COMPANY SEAL :

SIGNATURE :

DESIGNATION :

COMPANY :

DATE :

SCHEDULE – ‘C’

SERVICE SUPPORT DETAILS FROM

Sl. No.	Nature of work executed	List of similar type of work executed in the past 7 years	Local Address, Telephone Nos. and email address of the firm located at Chennai or adjoining areas	Value of minimum contract executed

Signature and Seal of the manufacturer / Tenderer
.....

Place :

Date :

SCHEDULE - 'D'

TENDER FORM

NOTE: Tenderers are required to fill up all the blank spaces in this tender form.

To

The Managing Director

Tamil Nadu Trade Promotion Organization
Chennai Trade Centre Complex
Mount Poonamallee Road
Nandambakkam
Chennai – 600 089

1. Having examined the instructions to Contractors, conditions of Contract, Specifications and Schedules appended to the tender and having satisfied ourselves of the site conditions for providing of manpower for administration work of TNTPO we guarantee for providing of manpower as requested.
2. We shall undertake to provide manpower for administration work at Chennai Trade Centre Complex, Chennai – 600 089 within 7 days from the date of receipt of order.
3. We further undertake, if our tender is accepted, to deposit as security deposit within 7 days from the date of receipt of order to TNTPO by means of Irrevocable Bank Guarantee from any of the scheduled commercial bank to the extend of five percent of the tender price in the manner set forth in the Tender schedule.
4. And, we further undertake, if our tender is accepted to enter into and execute within 7 Days, of our being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We agree to abide by this tender for the period as mentioned in the tender document.

7. We have deposited Earnest Money as per the instructions.
8. We agree to submit a performance guarantee in the form of irrevocable bank guarantee for 5% of the total accepted value of the contract as mentioned in the tender document.
9. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the Security Deposit in such form as contained in the instructions to tenderers or in the event of our tender being accepted fail to execute an agreement in the form aforesaid within a reasonable time from the date of receipt of order to commence work, the Earnest Money Deposit shall stand forfeited to the Tamil Nadu Trade Promotion Organization.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ in the capacity of _____ duly authorized to sign tender for and on behalf Of _____.

**(IN BLOCK CAPITALS)
Signature Witness**

Address :

SCHEDULE - 'E'

TAMIL NADU TRADE PROMOTION ORGANISATION

FORM OF AGREEMENT

This Agreement made thisday (Two thousand) between the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai – 600 089 on the one part
AND

_____ (hereinafter called the “**CONTRACTOR**” which expression shall unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai – 600 089 is desirous of procuring the under mentioned equipment.

WHEREAS THE contractor has offered to provide manpower to TNTPO for administration work of TNTPO and whereas the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai – 600 089 has accepted the tender of the contractor and
WHEREAS the contractor

has furnished a sum of Rs.....
(Rupees
.....only) as Earnest Money Deposit at the time of tendering, which will be refunded on furnishing the Security Deposit.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expression shall have the same meanings as are respectively assigned to them in the conditions of contract herein after referred to.
2. The following documents shall be deemed to form and read and construed as part of this agreement viz.
 - a. Instructions to Tenderers – General Rules
 - b. Technical and Commercial Specifications – Schedule ‘A’ , ‘B’, ‘C’ ‘D’ and ‘E’
 - c. Supply order
3. The contractor hereby convenience with the Tamil Nadu Trade Promotion Organisation, Chennai Trade Centre Complex, Chennai- 600 089 to provide manpower to TNTPO for administration work of TNTPO in conformity in all respects with the provisions of the Agreement.
4. Notwithstanding to any provision of the contract, if the contract is terminated by the TNTPO and the TNTPO has to award the work to other party on higher rate the successful tenderer has to compensate the difference of cost for entire remaining period of contract to the TNTPO.

IN WITNESS WHEREOF THE parties hereinto have set their hands and seals the day and year first written.

The common seal of the TNTPO }
And }
The Managing Director thereof has }
set his Hand in the presence of }
Signed and sealed by the Contractor }
in the presence of }

CONTRACTOR

**THE MANAGING DIRECTOR,
On behalf of Tamil Nadu Trade
Promotion Organization
Chennai Trade Centre Complex
Mount Poonamallee Road,
Nandambakkam, Chennai – 600 089.**