

TENDER NOTICE

Labour force supply for the services of Housekeeping, Sanitary and Gardening at TNNLU on contract basis for one year

Tamil Nadu National Law University (TNNLU), a State University established under the Tamil Nadu Act 9 of 2012 to provide legal education with global vision, invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Labour force Companies for the supply of labour force services for Housekeeping, Sanitary and Gardening on contract basis **for a period of one year** from the date of awarding contract.

1. The last date of submission of tenders is at 3.00 pm **on 21.09.2022**.
2. The opening of tenders will take place at TNNLU Admin Block, Tiruchirappalli - 620027 at 10.00 a.m. **on 22.09.2022** in the presence of tenderers or their authorized representatives.
3. The validity of tenders will be for 90 days from the date of opening of Tenders. The bidder cannot withdraw their offer within the period of validity or else Earnest Money Deposit (EMD) shall be forfeited.
4. The interested and eligible labour force agencies may submit separate bids for various categories of personnel for Housekeeping, Sanitary and Gardening work complete in all respects along with Earnest Money Deposit (EMD) of **Rs. 60,000/- (Rupees sixty thousand only)** in the form of Demand Draft drawn in favour of **“The Registrar, Tamil Nadu National Law University”** payable at Tiruchirappalli - 620027. The tenders without Earnest Money Deposit (EMD) and tenders received after the said last date shall not be entertained under any circumstances. **The Financial Bid should not be mentioned in the Technical Bid and should be in a separate envelope.**

5. The Registrar, Tamil Nadu National Law University reserves the right to amend/cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason.
6. The decision of the Tamil Nadu National Law University in this regard shall be final and binding on all.

REGISTRAR

I - Scope of Work and General Instructions for Tenderers

1. Tamil Nadu National Law University requires the services of a reputed, well established and financially sound Proprietary firm or Partnership firm or Limited liability partnership firm or Company incorporated under the Companies Act for supply of labour force for Housekeeping, Sanitary and Gardening services on contract basis. **The Agency should provide a copy of the Certificate to show evidence for the type of company. The Agency should also provide an undertaking that they shall comply with all relevant statutory norms as applicable.**
2. The tentative requirement of the number of persons, category-wise are given below:

Sl. No.	Category	Number of Posts
1.	Housekeeper	20
2.	Sanitary Worker	07
3.	Gardener	07
Total		34*

* However, the above number of posts may be subject to change depending on actual requirement. The qualifications and other conditions for governing the persons should be as per Annexure - IV.

3. The contract is likely to commence from the date of award of contract and would continue for a period of one year. The period of the contract may be further extended provided the requirement of the TNNLU for augmenting its present labour force persists at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of labour force deployed by the selected Company or cessation of the requirement of work. TNNLU, however, reserves the right to terminate this initial contract at any time after giving one week's notice.

4. Evidence for past experience and SATISFACTORY performance of similar work done for the departments of the Government of India/State Governments/Statutory Bodies/PSUs/Private Sectors for last three years may be submitted along with application (A list of such organizations being served may be provided).

The experience certificate with successful completion from concerned client organizations should be provided with technical bid. The work order/alone shall not be accepted for this purpose.

5. The Service Provider should have experience of providing such services on sufficiently large scale. The agency should have completed two such works where it has provided at least 20 persons each in two organizations during the last 2 years. The names of such organizations along with number of persons deployed may be submitted.
6. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
7. Copies of Profit/Loss account, Balance Sheet, Copies of Income Tax Returns duly certified by the Chartered Accountant for the last financial year ending on 31.03.2022 should be submitted along with technical bid.
8. The Service Provider shall submit an affidavit stating that the Company is not/has not been black listed by Central/State Government/Public Sector Undertakings/Private Sector.
9. The firm should have registered with Income Tax and GST authorities, valid as on date.
10. The service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act, etc,
11. The Service Provider should have an office within the state of Tamil Nadu.

12. The turnover of the firm for any 2 years during the last 5 financial years should not be less than Rs.50 lakh per annum from similar services.
13. Service provider should have its own Bank Account.
14. Persons deployed by the service provider shall not be less than 18 years of age.

Note:- Non-compliance with any of the above conditions by the company will lead to rejection of the service for which tender has been floated and particular company's tender will be summarily rejected.

REGISTRAR

II- TECHNICAL SPECIFICATIONS

The interested Company may submit the tender document, complete in all respects, along with Earnest Money Deposit (EMD) of **Rs.60,000/- (Rupees sixty thousand only)** in the form of Demand Draft drawn in favour of **“The Registrar, Tamil Nadu National Law University”** and other requisite documents.

1. The tenders have been invited under two - bid system i.e., (1) Technical Bid and (2) Financial Bid. The interested Companies are advised to submit two separate sealed envelopes super-scribing **“TECHNICAL BID FOR PROVIDING LABOUR FORCE ON OUTSOURCE BASIS”** and **“FINANCIAL BID FOR PROVIDING LABOUR FORCE ON OUTSOURCE BASIS”** in bold letters.
2. The tendering Company is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:
 - a. Proof of payment of Earnest Money Deposit (EMD).
 - b. PAN/GIR No.
 - c. Certificate of Incorporation or the case may be
 - d. GST Registration
 - e. Documents showing completion of at least two services wherein it has provided a minimum of 20 workers each, in two organizations during the last 5 years and turnover of the firm is not less than fifty lakh per annum for any 2 years during the last 5 financial years ending on 31.03.2022, relating to providing labour force resources. Financial worthiness and competence has to be substantiated through IT returns.
 - f. Affidavit stating that the Company is/has not been black listed by Central Government Departments/State Government/Statutory bodies/Autonomous Bodies/Public Sector Undertakings/Private Sector.
 - g. List of similar assignments and number of labour force provided to Central Government Departments/State Government/Statutory bodies/Autonomous bodies/ Public Sector Undertakings/Private Sector during the last three years by the Company (Attach attested copy of experience certificate).

3. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
4. Demand Draft for Earnest Money Deposit (EMD) must be enclosed with technical bid.
5. All entries in the tender form should be filled legibly. If the space provided in the application is insufficient for furnishing information, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Application Form. In such cases, the tender shall be summarily rejected. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the company.**
6. The envelope containing Technical Bid shall be opened first on the scheduled date and time (10.00 a.m. **on 22.09.2022**) at TNNLU campus, Tiruchirappalli-620027, in the presence of the Tenderers or their representatives who wish to be present at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. Thereafter, financial bids of technically qualified bidders who fulfill all the requisite criteria only shall be opened at Tamil Nadu National Law University in the presence of short-listed Tenderers or their authorized representatives.
7. The Registrar, TNNLU reserves the right to annul any or all bids without assigning any reason.
8. The bidders shall quote the Technical & Financial bids as per the format enclosed at Annexures I & III.

REGISTRAR

III - TERMS AND CONDITIONS

A. General

1. The Service Provider will be provided with the attendance details by the 1st of the succeeding month.
2. Payment of Salary by Service Provider: The Service Provider shall thereafter ensure that the consolidated salary, EPF &ESI payments to the persons so employed is paid by him by 5th day of the succeeding month. He shall then present the bill to TNNLU for reimbursement.
3. The bill should be accompanied with acceptable proof of payment of GST for the previous month as well as proof of payment of EPF & ESI for the current month, failing which the reimbursement shall not be processed by TNNLU.

Payment Terms: The standard terms of payment is within 15 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in TNNLU. The payment shall be made through CHEQUE/RTGS/NEFT/ECS.

- a. Income Tax: The Income Tax/TDS and other statutory deductions, as applicable, will be deducted from the total bill. Tax deduction certificate will be issued to the Service Provider by TNNLU.
 - b. GST: GST amount will be paid for the reimbursement of consolidated salary and Agency's Service Charges to the Service Provider. TDS for GST will be deducted in the bill for reimbursement.
4. Penalty Clause: The service provider shall send the requisite number of persons within stipulated time on receipt of requisition from the TNNLU. In emergent situation, such as the person deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 3 days, the Service Provider shall deploy a suitable substitute. If the contractor fails to deploy requisite number of persons due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the TNNLU on account of such breach, pro-rata recovery along with penalty equal to double the amount payable to the agency for deployment of that person, for the first ten days

from the date of absence of the person from duty will be made. In case the Service Provider fails to provide suitable substitute(s) even after ten days, additional penalty @ 1% of the total wage bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by the Competent Authority in TNNLU, which will be final and binding on the Service Provider.

5. Termination of the Contract: In case of any material violation of any of the terms and conditions by the Service Provider, the TNNLU reserves its right to unilaterally terminate the contract. In case of any dispute, the decision of the Competent Authority will be final and binding.
6. Revision of Wages: In case of engagement extended beyond one year the Competent Authority, TNNLU may consider the revision of consolidated wages by 10% of the present charge or wage revision as per the rates notified under the Minimum Wages Act, 1948 as applicable in TNNLU.
7. Statutory obligations: The Service Provider is required to deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider refuses to provide license for any reason whatsoever or fails to deposit the license within the stipulated period of 30 days, the contract shall automatically stand terminated unless condoned by TNNLU and the TNNLU shall be at liberty to recover losses, if any, from the Service Provider.
8. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the labour force engaged by him and the TNNLU shall not be a party to any dispute arising out of such deployment of the contractor.
9. Security Considerations: The persons deployed by the Agency should not have any Police record/criminal cases against them and therefore, they should be deployed after police verification. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.

10. Place of Duty, Working Hours and Punctuality.

- a. The TNNLU is presently at Navalurkuttapattu Village, Srirangam Taluk, Tiruichirappalli-620027. The personnel so deployed shall have to report for duty at the above place. No extra liability on account of transportation will be borne by TNNLU.
- b. The working hours of the TNNLU will be from 08.30 A.M.
- c. The personnel deployed shall work for 8 hours (excluding one hour lunch time) from 08.00 A.M. to 05.00 P.M. on all working days from Monday to Saturday.
- d. The labour force so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- e. The outsourced staff may take one day off if they work on Sundays or Government holidays.

11. Statutory/compulsory deductions like EPF/Income Tax/GST etc., of its workers will be the responsibility of the service provider. No extra payment shall be made by the TNNLU.

12. The Service Provider will provide to the TNNLU a list of all personnel so deployed with permanent and present address along with their latest photographs.

13. The Service Provider shall be responsible for all acts of omission & Commission on the part of the labour force engaged for the purpose. The TNNLU shall not be responsible in any manner, whatsoever, in matters of injury/death of the employees performing duties under the contract.

14. It shall be the responsibility of the Service Provider to issue the employment card/photo identity card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act, 1970.

15. The Agency shall arrange such facilities like EPF and ESI as provided in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the TNNLU.

16. The Service Provider shall replace within twenty four hours any of its personnel, if they are unacceptable to the TNNLU because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the labour force supplied by the agency, upon receiving written notice from the TNNLU. Notwithstanding above, the TNNLU has the right to ask to change/replace the personnel at any point of time without assigning any reason.
17. The Service Provider 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.
18. The TNNLU shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the personnel of the Service Provider.
19. The Service Provider will be responsible for any damages done to the property of the TNNLU by the personnel so employed. The TNNLU will be free to recover it from the security deposit given by the Agency or from any other dues.
20. The Service Provider's personnel working in the TNNLU should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the TNNLU. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
21. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, and prevent loitering without work etc.
22. The Service Provider's personnel shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters to any person, as these are confidential/secret in nature.
23. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the TNNLU under

the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect will be required to be submitted by the Service Provider to this office.

24. Any dispute regarding working hours and compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the TNNLU.
25. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider will be the responsibility of the Service Provider and the TNNLU will not entertain any claim in this regard.
26. The Service Provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from the TNNLU to the Service Provider shall be acknowledged immediately on the same day.
27. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of the TNNLU.
28. Arbitration: The Civil Court, Tiruchirappalli will have jurisdiction over any dispute/difference arising out of contract or relating to this agreement including interpretation of its terms:
29. TNNLU reserves the right to terminate the contract at any point of time after giving a week's notice to the Service provider.
30. The contracting Service provider shall ensure that the labour force deployed in the TNNLU conforms to the eligibility conditions of age and educational skills, experience prescribed, etc. in the Tender Document.
31. In case a higher number of personnel are required, the service provider should provide the same and they will be paid the same quoted rate in financial bid for each category.
32. The selected Company shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons.
33. For all intents and purposes, the service providing Company shall be the "Employer" within the meaning of different Labour Legislations in respect of

labour force employed and deployed in the TNNLU. The persons deployed by the Company in the TNNLU shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against TNNLU.

B. LEGAL

1. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees State Insurance etc. in respect of the persons deployed by it to TNNLU. The Company shall furnish a certificate that all statutory requirements have been fulfilled along with each month's bill for payment.
2. The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to TNNLU to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
3. The Service provider shall maintain all statutory Registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of TNNLU or any other authority under law.
4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided by TNNLU to the Company.
5. In case, the tendering Company fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the TNNLU is put to any loss, obligation, monetary or otherwise, the TNNLU will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

C. FINANCIAL

1. The Technical Bid should be accompanied with refundable, Earnest Money Deposit (EMD) of **Rs.60,000/-** (Rupees sixty thousand only) in the form of Demand Draft drawn in favour of **“The Registrar, Tamil Nadu National Law University”** failing which the tender shall be rejected out rightly.

2. The EMD in respect of the Company which does not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to it without any interest.

Further, if the Company fails to deploy labour force against the initial requirement within 15 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

3. The successful tenderers will have to deposit a Performance Security of **5% (Five percent) of the value of the orders placed** within 15 days from the date of receipt of the formal order/signing of agreement. The performance security will be furnished in the form of the Demand Draft drawn in favour of **“The Registrar, Tamil Nadu National Law University”**.
4. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the service provider.
5. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the service provider will be liable to be forfeited by the TNNLU besides annulment of the contract.
6. The company shall raise the bill in duplicate, along with attendance sheet in respect of personnel deployed to the TNNLU during the first week of succeeding month.
7. The claims in bills regarding wages paid to outsourced labour force deployed, Employees State Insurance, Provident Fund, GST etc. should be necessarily accompanied with documentary proof (including copy of schedule of payment showing contribution towards ESI, PF etc. in respect of the outsourced labour force) pertaining to the concerned month's bill. A requisite amount/portion of the bill/whole of the bill shall be held up till the proof is furnished, at the discretion of the TNNLU.
8. The Registrar, TNNLU reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

D. EVALUATION CRITERIA

1. The evaluation committee will be constituted by the TNNLU to evaluate the Technical Bid Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A proposal liable to be rejected at this stage if it does not respond to important aspects of the Technical Bid.
2. The Financial Bid will remain unopened for those Agencies which fail to meet the minimum technical criteria. Financial bid of those companies which meet technical criteria alone shall be taken up for consideration. Thereafter these Financial Bids shall be opened, and the total rate quoted will be read aloud and recorded.

REGISTRAR

ANNEXURE-I

TECHNICAL BID

For providing labour force on Outsourced basis to TNNLU

(To be enclosed in a separate sealed envelope)

1	Name of Tendering Company (Attach certificates of registration with a brief profile of the company)	
2	Name of Proprietor /Director of Company	
3	Full address of Registered Office with Telephone No., Fax and E-mail	
4	Full address of Operating / Branch Office with Telephone no., Fax and E-Mail	
5	Banker of Company with full address (Attach certified copy of statement of bank account for the last six months duly attested by the bankers)	
6	PAN/GIR No.	
7	TAN No. GST No.	
8	Name and address of at least two services where the tenderer has provided 40 persons in two organizations during any 2 years in the last 5 years and also where the turnover of the company is not less than Fifty Lakhs per annum in any 2 years during the last 5 financial years related to providing human resources.	
9	Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years ending on 31.03.2022.	
10	Affidavit stating that the company is/has not been black listed by Central Government Departments / State Governments/Statutory bodies/Autonomous bodies/PSUs /Private Sector.	

11	List of similar assignments and number of labour force provided to Central Government / State Government / Statutory bodies/Autonomous bodies/PSUs/Private Sector during the last three years	
12	Acceptance of Terms and Conditions	
13	Demand Draft for EMD of Rs. 60,000/- (Rupees sixty thousand only) attached (Name of Bank, DD date and amount)	
14	List of other clients	
Name and Signature of Authorised Person		
Date & Place:	Seal	

ANNEXURE - II

DECLARATION

1. I,-----, Son/Daughter/Wife of Thiru/Tmt.-----
Proprietor / Director, authorized signatory of the Company, mentioned above,
is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them;
3. The information/documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I/we, am/are well
aware of the fact that furnishing of any false information/fabricated document
would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.

Signature of authorized
person

Full Name:

Seal:

Date:

Place:

ANNEXURE-III

FINANCIAL BID

For providing labour force on Outsourced basis to TNNLU, Tiruchirappalli

(To be enclosed in a separate sealed envelope)

1. Name of the Service Provider Company:
2. The bidder should quote wages per worker/per month
(Inclusive of all liabilities, taxes, levies, cess, etc.)

Sl. No	Payment Component	Housekeeper	Sanitary Worker	Gardener
1.	Consolidated wage per head per month			
2.	Agency's Service Charges, if any			
3.	G.S.T as applicable			
4.	Any other statutory Levies			
TOTAL				

Total cost for 20 Housekeepers, 07 Sanitary Workers and 07 Gardeners per month is
Rs. _____/- (Rupees.....).

Note:-

1. All rates to be quoted in Indian Rupees only.
2. No column should be left blank.
3. Statutory payments will be reimbursed to the Service Provider Company upon production of proof of said payments.
4. **Serial Number 1 should not be less than the wages notified under Minimum Wages Act, 1948.**
5. Changes in tax rates will be borne by TNNLU in case of a downward revision, the benefit must be passed onto TNNLU.

Signature of Authorized
Person

Date:

Place:

ANNEXURE - IV

Eligibility conditions for persons to be deployed:

1. The persons to be deployed for the posts of Housekeeping, Sanitary and Gardening should be 5th Standard pass.
2. The maximum age limit for the persons to be deployed is 60.
3. For Housekeepers at least 10 out of 20 should be women, for Sanitary Workers at least 04 out of 07 should be women, for Gardeners at least 04 out of 07 should be women.

REGISTRAR