

**GOVERNMENT OF TAMIL NADU
OFFICE OF THE TRANSPORT COMMISSIONER,
CHEPAUK, CHENNAI-600 005**

**BID FOR
THE SELECTION OF A COMPUTER AGENCY FOR PROVIDING 4 SYSTEM
ANALYSTS AND 147 PROGRAMMERS IN THE OFFICE OF THE REGIONAL
TRANSPORT OFFICES AND UNIT OFFICES AND OFFICE OF THE STATE
TRANSPORT AUTHORITY**

Ref No. 37467/S4/2017

Dated: 18/05/2018

**ISSUED BY
TRANSPORT DEPARTMENT
GOVERNMENT OF TAMIL NADU
website: <http://www.tn.gov.in/sta>**

SECTION – I

GOVERNMENT OF TAMIL NADU

OFFICE OF THE TRANSPORT COMMISSIONER, CHEPAUK, CHENNAI-05.

NOTICE INVITING TENDER

Ref. No. 37467/S4/2017,

dated:18/05/2018

Sealed Bids are invited from eligible Bidders for the selection of a computer agency for providing Computer Personnel (4 Nos. System analysts and 147 Programmers) in the office of the State Transport Authority, Regional Transport Offices and Unit Offices , to give technical support, handholding on the application software, training the users and System housekeeping in the various offices of the Transport Department. Bid will be conducted through open tender under “two cover” system conforming to the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000 and 2012.

1.	Name of the Bidding Department	Transport Department, Chepauk, Chennai-5
2.	Name of the Work	THE SELECTION OF A COMPUTER AGENCY FOR PROVIDING COMPUTER PERSONNELS (4 SYSTEM ANALYSTS & 147 PROGRAMMERS) IN THE OFFICE OF THE STATE TRANSPORT AUTHORITY, REGIONAL TRANSPORT OFFICES AND UNIT OFFICES
3.	Address for obtaining and submission of Bid documents.	Office of the Transport Commissioner, in the Chamber of Joint Transport Commissioner, (Rules) Ezhilagam, Chennai-600 005. Tele :044-28583497 Telefax :044-28412244 E-Mail :sta@tn.nic.in Website : www.tn.gov.in/sta www.tenders.tn.gov.in Bid documents may also be down loaded from the above websites. www.tenders.tn.gov.in
4.	Earnest Money Deposit	Rs.5.20 lakhs
5.	Cost of Bid documents	Rs.1,500/- (Rupees One Thousand and five hundred only) (Rs.1500/- towards the cost of Tender Schedule plus Rs.270/- GST @

		18%) by way of <u>two separate</u> crossed Demand Draft drawn in favour of "The Transport Commissioner, Chennai-600 005" Payable at Chennai.
6.	Sale of Bid documents	From 21/05/2018 to 19/06/2018 on all working days from 10.00 am to 5.45 pm
7.	Date of Pre bid meeting	29/05/2018 4.00 pm.
8.	Last date & time of submission of Bids	20/06/2018 upto 4.00 pm.
9.	Opening of Technical Bids	20/06/2018 at 4.30 pm.
10.	Validity of Bid	90 days

Note:- If Bid documents are required to be sent by registered post, an additional amount of Rs.250/- is to be paid; additionally and in such cases the Transport Department will not be responsible for any postal delay or otherwise for non-receipt/non delivery of the Bid documents.

- The Bid documents can also be downloaded from the following websites www.tn.gov.in/sta and www.tenders.tn.gov.in free of cost. The eligibility criteria and other terms and conditions as per the Bid documents have to be followed strictly.

The undersigned reserves the right to reject any or all Bids without assigning any reasons there for.

The Bid Documents obtained from the Department are not transferable.

TRANSPORT COMMISSIONER.

SECTION – II

TERMS AND CONDITIONS FOR THE SELECTION OF A COMPUTER AGENCY FOR PROVIDING COMPUTER PERSONNELS (SYSTEM ANALYSTS & PROGRAMMERS) IN THE OFFICE OF THE STATE TRANSPORT AUTHORITY, REGIONAL TRANSPORT OFFICES AND UNIT OFFICES

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1. SCOPE OF THE WORK:

The Offices of Regional Transport Officers and Motor Vehicle Inspectors (Unit Offices) are being computerized in a phased manner. At present all the RTO/Unit offices of this department are provided with one programmer each and 4 System Analysts and two programmers in the Office of the State Transport Authority to facilitate the smooth functioning of computer activities such as handholding basic support on the application software, training the users, system maintenance etc., All transactions such as interlinking of all the offices with Central NIC Server, Dedicated LLR system, Online Registration Web Services and all computerized activities have been carried out with the help of the Programmers in Regional Transport Offices and System Analysts in State Transport Authority.

For this purpose, it has been proposed to select a Computer Agency for providing required System Analyst and Programmers.

The above work will be entrusted to an external agency, which is engaged in provision of trained manpower. The agency will select qualified and suitable candidates from the open market, place them at our disposal, manage and discipline them, get the work done, and raise monthly payment of bills, based on the tender conditions / value decided finally to provide the services in the Regional Transport Offices/ Unit offices and office of the State Transport Authority of this department .

- 1. System Analysts : 4 Nos**
- 2. Programmers : 147 Nos.**

The contract shall be for a period of **18 months**. After one year, their appointment is liable for review of performance by the Transport Commissioner. It is the responsibility

of the Contractor to select suitable candidates and place them in respective offices after getting concurrence from the Transport Commissioner. When a person resigns or goes on leave, the contractor should replace them immediately after getting concurrence from the Transport Commissioner.

The requirements in this regard with reference to minimum qualifications and experience of the **System Analyst and Programmer** are as follows:

2. Qualification for System Analyst:

BCA/BSc., Computer Science or any degree with M.C.A. or M.Sc.,(Computer Science) or equivalent or B.E.(Computer Science) with at least Two years relevant experience

Job Responsibilities: Handholding support, training the users, system housekeeping.

Function and responsibilities of the **System Analyst** will be as specified below:

- i. Administration of the Network system.
- ii. System Requirement Study.
- iii. Design and Analysis.
- iv. Work relating to the connectivity of the system with other offices including EMAIL and File Transfer.
- v. Training the staff of the Regional Transport Office / Unit Office in the use of computer software and hardware in general.
- vi. Development of Application Software in simple cases if required, according to specifications and conforming to the time- schedule as may be prescribed by the Transport Commissioner.
- vii. Generation of reports and returns and handling of correspondence relating to Transport Department.
- viii. Such other functions as may be assigned by the Transport Commissioner.
- ix. Analyze table space utilization using SQL Storage Manager.
- x. Analyze for locks in the Database.
- xi. Control and Guidance to all the Programmers at all RTOs / UOs whenever required.

3. Qualification for Programmer

BCA/BSc., Computer Science or any degree with M.C.A. or M.Sc.,(Computer Science) or equivalent or B.E.(Computer Science) with at least One year relevant experience

Job Responsibilities: Handholding support, training the users, system housekeeping.

Function and responsibilities of the **Programmer** will be as specified below:

- i. Administration of the Network system.
- ii. System Requirement Study.
- iii. Design and Analysis.
- iv. Work relating to the connectivity of the system with other offices including EMAIL and File Transfer.
- v. Training the staff of the Regional Transport Office / Unit Office in the use of computer software and hardware in general.
- vi. Development of Application Software in simple cases if required, according to specifications and conforming to the time- schedule as may be prescribed by the Transport Commissioner.
- vii. Generation of reports and returns and handling of correspondence relating to Transport Department.
- viii. Such other functions as may be assigned by the Transport Commissioner.
- ix. Analyze table space utilization using SQL Storage Manager.
- x. Analyze for locks in the Database.
- xi. Assistance / Guidance to all the RTOs/UOs whenever need arises.
- xii. All the above work should be done with concurrence of Reporting officer

4. Reporting Authority :

Reporting Authority for the System Analysts and Programmers deputed for the work by the agency would be the Transport Commissioner or the Regional Transport Officer or Motor Vehicle Inspector Gr-I as the case may be. Reporting authority will report to the agency through the concerned zonal officers and seek replacement in case of any adverse remarks, indiscipline, absence, malpractice, poor performance in the work assigned

malpractices, etc. The decision of the Transport Commissioner, in this regard will be final and not liable to be questioned on any ground.

5. Contractor to keep 10 % reserve candidates:

To make up for contingencies such as resignation, surrender of candidate by the Transport Commissioner that may arise in the course of the stipulated contracted period, the vacancies that arise due to these contingencies have to be filled up immediately without delay. To ensure that there is no delay in sending the replacements, it is the lookout of the contractor to have the candidates and to post them whenever vacancy arises within seven days from the date of vacancy, without hindrance to the normal function of the office.

6. Periodical review of performance of the contracted professionals:

A periodical review mechanism for the professionals under the contract period would be evolved and specified by the Transport Commissioner to monitor the work of the System Analyst and Programmer every year.

GENERAL PROCEDURE FOR SUBMISSION OF TENDER

7. Two cover tender:

The Tenderer have to submit the tenders in two sealed covers as follows:

- 1. Technical bid papers.**
- 2. Commercial (Price) bid papers.**

Separate format has been provided for each of the above two requirements.

Each of the above formats has its own significance and as such merits total attention of the Tenderer while filling and furnishing these formats. Any flaw found in submission of these formats may result in disqualification of the bid.

These documents alongwith a covering letter have to be placed in two sealed covers.

8. First Cover:

Technical bid papers should be placed in a separate sealed cover super scribing the words "TECHNICAL BID FOR THE SELECTION OF AN IT MANPOWER AGENCY

FOR PROVIDING SYSTEM ANALYSTS AND PROGRAMMERS TO THE VARIOUS REGIONAL TRANSPORT OFFICES/UNIT OFFICES AND OFFICE OF THE STATE TRANSPORT AUTHORITY". It should be addressed to: "The Transport Commissioner, Ezhilagam, Chepauk, Chennai 600 005."

The tenderer should enclose the tender document meant for this purpose, duly filled in along with supporting documents to satisfy the technical requirements/qualifications and the prices should not be indicated in the Technical bid. The EMD cover should be kept inside the technical bid.

9. Second Cover:

Commercial bid papers should be placed in a separate sealed cover super scribing the words "PRICE BID FOR THE SELECTION OF AN IT MANPOWER AGENCY FOR PROVIDING SYSTEM ANALYSTS AND PROGRAMMERS TO THE VARIOUS REGIONAL TRANSPORT OFFICES/UNIT OFFICES AND OFFICE OF THE STATE TRANSPORT AUTHORITY". It should be addressed to: "The Transport Commissioner, Ezhilagam, Chepauk, and Chennai 600 005."

This envelope should contain the commercial offer from the tenderer with reference to the payment expected for System Analysts and Programmer. This should be in the format prescribed. All the above two covers have to be placed in a single large cover and submitted duly sealed and super scribing as "TENDER FOR THE SELECTION OF AN IT MANPOWER AGENCY FOR PROVIDING SYSTEM ANALYSTS AND PROGRAMMERS TO THE VARIOUS REGIONAL TRANSPORT OFFICERS/UNIT OFFICES AND STATE TRANSPORT AUTHORITY containing 1 and 2 covers. Tenders received without following the above method are liable to be rejected. Similarly, tenders received without proper sealing of the envelopes are also liable to be rejected.

The tender evaluation will proceed in the following stages.

- a) Opening of Technical Bid.
- b) Opening of Price Bid.

10. DUE DATE AND TIME

All tender must be received by the Department at the address specified above not later than the time and date specified in Notice Inviting Tender. In the event of the

specified date for the receipt of tender being declared a holiday, the tender will be received up to the appointed time on the next working day.

The department may, at its discretion extend the last date for the receipt of tender by amending the Tender Document, in which case all rights and obligations of the client and Tenderer previously subject to the last date will thereafter be subject to the last date extended.

11. LATE TENDER

Any tender received by the Department after the specified date and time for submission of tender will be rejected and returned unopened to the Tenderer.

12. MODE OF DESPATCH

Tenders in sealed covers should be addressed to the Transport Commissioner, Ezhilagam, Chepauk, Chennai-5 by Designation only and sent by Registered post with Acknowledgement due or courier or handed over in person to the person authorized by the Transport Commissioner. Tenders received in ordinary covers without seal will not be considered.

13. Modifications and Withdrawal of Bids

13.1 The Tenderer may modify or withdraw its Bid after submission of tender provided that written notice of the modification or withdrawal is received by the Department prior to the last date and time prescribed in the Notice Inviting Tender for the receipt of tenders.

13.2 The Modification or withdrawal notice from Tenderer shall be prepared, Sealed marked and dispatched in accordance with the provision, prescribed.

A withdrawal notice may also be sent by fax or cable but should be followed by a signed confirmation copy, post marked not later than the last date

and time for receipt of tenders.

13.3 No tender may be modified subsequent to the last date and time for receipt of tenders.

13.4 No tender may be withdrawn in the interval between the last date for receipt of tender and the expiry of the Bid validity period specified by the tenderer in the tender. Withdrawal of a tender during this interval may result in forfeiture of the Tenderer's tender security deposit.

14. ADDRESS FOR CORRESPONDENCE

The tenderer shall designate their official mailing address and Place to which all correspondence shall be sent by the Department.

PREPARATION OF BIDS

15. LANGUAGE OF THE TENDER

Tenderers are required to furnish all information and documents as called for in these Documents, in English Language. Any printed literature furnished by the Tenderer may be in another language, provided that such literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version, duly authenticated, will prevail.

16. DOCUMENTS COMPRISING THE TENDERS

The Tenders prepared by the Tenderer shall include the following components:

- (i) Earnest Money Deposit furnished.
- (ii) Certificate of incorporation issued by Registrar of Companies.
- (iii) Copy of audited statements showing annual turnover, Balance Sheet for the last 3 financial years.
- (iv) Copy of audited P & L statements for the last 3 financial years 2015-2016, 2016-2017, 2017-2018 (provisional statement for 2017-2018 may be submitted).

- (v) Copy of GST/Service Tax registration/IT return for address proof having office at Chennai.
- (vi) Satisfactory certificate received from State/Central Government/ PSUs of State, Central.
- (vii) Payroll/list of IT manpower professional.
- (viii) A copy of certificate received from authorized ISO certification body.
- (ix) Copy of the registration certificate provided by EPF/ESI.
- (x) The tenderer shall submit a self declaration for being not under legal action for fraudulent practices in Central and State Governments.
- (xi) Copy of the registration certificate for service tax provided by concerned authorities.

17. TENDER FORM

The Tenderer shall complete the Bid Form and the appropriate Price Schedule furnished in the Tenderer documents, with price details.

18. TENDER PRICES

The Tenderer shall indicate on the Price Schedule the unit prices and total tender price for IT Manpower proposed to be supplied under the Contract. The tenderer should not make any deviations from the terms and conditions of this tender document. The tenderer should furnish a certificate of no - deviation along with the Tender. The Tender shall be unconditional and no partial/deficient Tenders are acceptable.

19. TENDER CURRENCIES

Prices shall be quoted in Indian Rupees

TENDER OPENING AND EVALUATION

20. OPENING OF TENDER BY THE DEPARTMENT

- 20.1 The tenders received will be opened at the time and date specified in the Notice Inviting Tender in the presence of their authorized representatives who choose to be present at the following location:

Office of the Transport Commissioner, Ezhilagam, Chepauk, Chennai-5.

20.2 In the event of the specified date of the Tender opening being declared a holiday for the *Department*, the Tenders will be opened at the appointed time and location on the next working day.

20.3 The “**Price Bid**” will be opened after evaluation of “**Technical Bid**”, in the presence of the representative of the technically qualified Tenderer authorized in writing.

21. TENDER EVALUATION

The Tender accepting authority will evaluate the tenders strictly in accordance with the evaluation criteria in the tender document at in accordance with the Tenders Act and Rules.

The Tender Accepting Authority shall seek extension of the validity of tenders for the completion of the evaluation if need be. The tenderer shall not make attempts to establish and unauthorized contact with the Tender Accepting Authority or Tender Scrutiny Committee after opening of the tender and prior to the Notification of the Award and any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient to disqualify the tenderer.

Notwithstanding anything contained above, the Tender Accepting Authority may seek bonafide clarifications from tenderers relating to tender submitted by them during the evaluation of tender.

22. INITIAL EXAMINATION TO DETERMINE SUBSTANTIAL RESPONSIVENESS.

- (1) The Tender Inviting Authority shall cause an initial examination of the tenders submitted to be carried out in order to determine their substantial responsiveness.
- (2) The Initial examination shall consider the following factors, namely:-
 - a) Whether the tenderer meets the eligibility criteria laid down in the tender documents.
 - b) (i) Whether the crucial documents have been duly signed.
(ii) Whether the documents have been authenticated by digital signature in the case of tenders submitted through electronic mail in the designated website.
 - c) Whether the requisite earnest money deposit has been furnished.
 - d) Tenders who on initial examination are found not to be substantially responsive under any of the clauses under sub-rule (2) may be rejected by the Tender Accepting Authority.

22.1. DETERMINATION OF THE LOWEST EVALUATED PRICE.

- (1) Out of the tenders found to be substantially responsive after the initial examinations, the tenderer who has tender the lowest evaluated price in accordance with the evaluation criteria or the tenderers scoring the highest on the evaluation criteria specified as the case may be, shall be determined.

- (2) In determining the lowest evaluated price, the following factors shall be considered namely:
- a) The quoted price shall be corrected for arithmetical errors.
 - b) In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
 - c) Adjustments to the price quoted shall be made for deviations in the commercial conditions such as the delivery schedules and minor variations in the payment terms which are quantifiable but deemed to be non-material in the context of the particular tender.
 - d) The price shall be quoted inclusive of all taxes.

23. ELIGIBILITY CRITERIA

The tender is open to all eligible Tenderers who meet the following requirements:

1. The Tenderer shall be registered in India with an experience on outsourcing of man power for 3 years in Tamilnadu and an office in Chennai.

Proof: Certificate of incorporation issued by Registrar of Companies.

2. The Tenderer should have an annual turnover of Rs.4 Crore for the last 3 financial years. (2015-16, 2016-17, 2017-2018)

Proof: Copy of audited statements for the last 3 financial years.

3. The Tenderer should have shown profitability for at least in 2 financial years out of the last 3 financial years.(2015-16, 2016-17, 2017-2018).

Proof: Copy of audited P & L statements for the last 3 years.

4. The Tenderer should have prior experience for having 2 years contract for providing IT Manpower supply in a State/Central Government/PSUs of State/Central.

Proof: Satisfactory certificate received from State/Central Government PSUs of State/Central.

5. The Tenderer must have a minimum of 150 IT Manpower on their role as on date of Tender.

Proof: Payroll/list of IT manpower professional.

6. The Tenderer shall have an ISO 9001 certification.

Proof: A copy of certificate received from the authorized ISO certifying body.

7. The Tenderer must have the certificate of registration with EPF/ESI

Proof: Copy of the registration certificate provided by EPF/ESI

GENERAL CONDITIONS

1. The Tenderer shall submit a self declaration for being not under legal action for fraudulent practices in Central and State Governments.

Proof: Self declaration by the Tenderer.

2. The Tenderer shall have a registration certificate of Sales Tax / GST.

Proof: Copy of the registration certificate by concerned authorities.

3. Site inspection will be undertaken by a committee appointed by the Tender Accepting authority to access the responsiveness of the tenderer with reference to the eligibility criteria.

4. The Tenderer should not have any adverse remarks during the contract period served earlier whereby withdrawing the manpower during the contract or extended period either in the central or state Government

24. EARNEST MONEY DEPOSIT

The Tenderer shall furnish as part of its Tender, Earnest Money Deposit of Rs.5.20 lakhs. The Earnest Money Deposit is required to protect the Department against the risk of Tenderer' conduct which would warrant forfeiture of the Earnest Money Deposits.

The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the form of crossed demand drafts or bankers cheque issued by any Nationalized Bank in favor of the 'Transport Commissioner, Chennai 600 005' payable at Chennai.

Any Tender submitted without the EMD will be rejected by the Department as non-responsive.

Unsuccessful Tenderers Earnest Money Deposit will be discharged/returned as promptly as possible as but not later than 30 days after the declaration of award of the contract.

The Successful Tenderers Bidder's Earnest Money Deposit will be discharged upon the Tenderer executing the agreement and furnishing the performance guarantee.

No interest will be payable by the Department on the amount of Earnest Money Deposit.

The Earnest Money Deposit may be forfeited:

- (a) If a Tenderer withdraws his Tender during the validity period of Tender
 - or
- (b) In the case of the successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract
 - OR
 - (ii) to furnish performance security
 - OR
 - (iii) If the Tenderer indulges in corrupt or fraudulent practices to secure the award of contract in his/their favor.

25. PERIOD OF VALIDITY OF TENDER:

Tender shall remain valid for 90 days after the date of opening of Technical Tender prescribed by the Department. A Tender valid for a shorter period may be rejected by the Department as non-responsive.

In exceptional circumstances, the Department may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax or e-mail). The validity of Earnest Money Deposit shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money Deposit. A Tenderer granting the request will neither be required nor permitted to modify its Tender

26. FORMAT AND SIGNING OF TENDER

The Tenderer shall prepare the Technical Bid and Price Bid.

The Bids (both Technical Bid and Price Bid) shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The letter of authorization shall be evidenced by a notarized power-of-attorney accompanying the Tender. All pages of the Tender, except for an amended printed literature, shall be initialed by the person or persons signing the Tender. The signatures shall be dated.

The Tender shall contain no interlineations, erasures or overwriting except as necessary to correct the Bid in which case such corrections shall be initialed by the person or persons signing the Bid.

27. AGREEMENT

- a. The successful tenderer should execute an agreement for the fulfillment of the contract in stamp paper within fifteen days from the date of acceptance of the Tender.
- b. The expenses incidental to the execution of agreement shall be borne by the successful Tenderer.
- c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Department and to recover any consequential loss from the successful Tenderer.

28. SECURITY DEPOSIT

- a) The successful Tenderer should remit Rs.25,90,000/- towards security Deposit in the form of Demand Drafts payable at Chennai drawn in favour of "Transport Commissioner, Chennai-5" or irrevocable Bank Guarantee in a prescribed form within fifteen days from the date of receipt of communication/ intimating them of the acceptance of the Tenders. Confirmation of the contract would be released after execution of the above agreement by the successful tenderer and after the production of original Challan for the Security Deposit remittance.

- b) The Security Deposit furnished by the Tenderer in respect of his Tender will be returned to him at the end of the contract period subject to the satisfaction of the Department.
- c) In case of successful Tenderer, the EMD, if paid, may be adjusted towards security deposit payable by him.
- d) If the tenderer failed to act upto the Tender or backs out when his Tender is accepted, his Security Deposit mentioned above will be forfeited.
- e) The Earnest Money Deposit/Security Deposit will not carry any interest.

29. FORFEITURE OF EARNEST MONEY DEPOSIT:

If the successful tender fails to act according to the Tender Conditions, his Earnest Money Deposit will be forfeited by the State Transport Authority.

30. ASSIGNING OF TENDER IN WHOLE OR IN PART

The successful Tenderer shall not underlet or sublet to any person or any other for the execution of the contract or any part thereof.

31. PENALTIES FOR NON-PERFORMANCE

- a) Penalty will be levied at the rate equivalent to the loss of man-days for failure to send replacement of candidates.
- b) If the replacement service is not provided in anyone of the offices, then the Transport Commissioner will have the right to cancel the contract or take any other action as deemed fit. Besides, it may entail black listing of the tenderer for any further transactions with the State Government.

32. PAYMENT:

The bill should be submitted before 5th of every month along with the attendance reports of the System Analysts and Programmers from the concerned officers. The payment will be made within 30 days from the receipt of the bill.

33. WAGES:

The contractor shall in respect of System Analysts and Programmers by them comply with or cause to be complied with the provision of various labour laws, minimum wages, rules and regulations as applicable to them in regard to all matters provided there and shall indemnify the employer in respect of all claims that may be made against the employer for non compliance thereof by the contractor.

Now withstanding anything contained herein, the Employer reserves the right to take such action as may be deemed fit and proper for the compliance of various labour laws and recover the costs thereof from the contractor.

34. ACCEPTANCE AND WITHDRAWALS

- a) The final acceptance of the Tender is entirely vested with the Transport Commissioner who reserves the right to accept or reject any or all the tenders without assigning any reason to whatsoever. After acceptance of the Tender by the Transport Commissioner the Tenderer shall have no right to withdraw his Tender or claim higher price.
- b) Tenders with incomplete information are liable to be rejected summarily.

35. LEGAL JURISDICTION:

Any legal dispute arising out of the contract shall be settled at court of law located at Chennai.

36. TERMINATION FOR DEFAULT:

The Department may terminate the Contract in whole or in part without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer in the following instances:

- a) If the Contractor fails to execute any of the obligations within the time specified in the Contract, or any extension thereof granted by the Department.

OR

- b) If the Contractor fails to perform any other obligation (s) under the Contract.
- c) The security deposit will be forfeited for default.

37. TERMINATION OF INSOLVENCY:

The Department may, at any time, terminate the Contract by giving written notice to the Contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Department.

38. JURISDICTION OF COURT:

i. The Department and the Contractor shall be rendered every effort to resolve amicably by direct informal negotiation, any disagreement or disputes arising between them in connection with the Contract.

ii. If the Department and Contractor are unable to resolve amicably, the same shall be settled by a competent Court having jurisdiction over the place where the contract is awarded and the agreement is concluded and by no other Court.

39. RENEWAL OF CONTRACT:

1) The Department may renew the existing contract at its discretion for further period of six months on mutual agreement.

2) The Department while opening of new offices may require to the tender to provide additional programmers on the same conditions laid down in this tender.

38. MISCELLANEOUS

The Tenderers while sending their Tenders should enclose a copy of the conditions stipulated duly certified as noted below and attested by them in token of accepting the Tender conditions that they understood and accepted them fully. Tenders received without the certified copy of the conditions shall be rejected summarily.

I / We have gone through the terms and conditions and will
Abide by them as laid down above.

Transport Commissioner.

TECHNICAL BID

2. List of documents and details to be furnished by The Bidders for Technical Bid (These are required to be submitted)

- A. The companies who have supplied manpower to at least one Department of the State Government or Central Government or any public sector undertaking during any one of the three previous financial years (2015-16, 2016-17, and 2017-2018) shall be qualified to participate in the tender. The company must provide a letter or works order or agreement from the Government / public sector for having and satisfactorily completed the supply to qualify for this tender.
- B. The turnover of Computer Agency's / Service Agency's should be Rs. 4 Crores for the last 3 financial years 2015-16, 2016-17, 2017-2018. Audited accounts Income tax / Sales Tax details should be furnished as proof of turnover for three years (2015-16, 2016-17, 2017-2018)
- C. Additional Information
- (i) Earnest Money Deposit furnished.
 - (ii) Documentary evidence of constitution of firm such as Memorandum and Articles of Association, Partnership Deed, etc., with details of Name, Address, Telephone Number, Fax Number, E-mail Address of the Bidder firm and of its Managing Director / Partner / Proprietor dealing with the Bid.
 - (iii) Authorization of a senior responsible officer of the Bidder to Transact business.
 - (iv) Balance Sheet and profit and loss account audited and signed by a registered Chartered Accountant to confirm compliance with the eligibility criteria.
 - (v) Financial capability certificate signed by a registered Chartered Accountant or bank to ascertain compliance with the eligibility criteria.
 - (vi) Sales Tax registration certificate (GST certificate)
 - (vii) Companies registration certificate
 - (viii) Income Tax Certificate (IT return for financial year 2017-2018 along

with a copy of PAN card of the firm)

- (ix) Bid form
- (x) Proof of document relating to the supply of Man power to at least one State or central or public sector during any one of the three previous financial year i.e. The company must provide a letter or works order or agreement from the Government / public sector for having satisfactorily completed the supply.

D. Corporate Profile/Annual report for the past 3 years

Transport Commissioner.

BID FORM

Tenderer's proposal Reference No. and date:

Tenderer's Name and Address

Person to be contacted:

Designation

Telephone Nos(s)/MobileNo

Telex No(s)

Fax No(s)

E-Mail ID:

To

The Transport Commissioner,
Ezhilgam ,Chepauk,
Chennai 600 005.

Sir,

Sub: Tender document for selection of computer agency for
Providing computer personnel (4 System Analyst and 147
Programmers) in the office of the State Transport Authority,
Regional Transport Offices and Unit Offices.

I/We the undersigned Tenderers,, having read and examined in detail the terms and conditions and all the bid documents on the above subject do hereby propose to provide the services as specified in the Bid documents.

Price and Validity

All the prices mentioned in our proposal are in accordance with the terms as specified in bid documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 days from the date of opening of the bid.

I/We are a firm and do hereby confirm that our bid prices include all taxes including Incometax and Professional Tax, Service tax and Transport Cost.

I/We hereby declare that if any Income Tax, Surcharge on Income Tax, ProfessionalTax and other Corporate tax is assessed under law, we shall pay the same.

Contract Price

We have indicated in the relevant Price bid form enclosed the contract price for the purpose of rendering the services for the entire scope of work under the Contract.

Earnest Money Deposit

We have enclosed an Earnest Money Deposit for a sum of Rupees 5.20 lakhs. This earnest money deposit is liable to be forfeited in accordance with the provisions of Bid documents.

We declare that all the Services shall be performed strictly in accordance with the Technical Specifications, designs, data and other bid documents except for the variations and deviations, all of which have been detailed out exhaustively in the following schedules, irrespective of whatever has been stated to the contrary anywhere else in our proposal.

Further, we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviation schedule shall not be given effect to.

Bid Pricing

We further declare that the prices stated in our proposal are in accordance with your instructions to Tenderers included in bidding documents.

Contract Performance Security

We hereby declare that in case the Contract is awarded to us, we shall submit the Contract Performance Guarantee in the form prescribed.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

(SIGNATURE)

PRINTED NAME:
DESIGNATION
SEAL

DATE:
PLACE;
BUSINESS ADDRESS.

Format-1

Infrastructure at Chennai & in other parts of Tamil Nadu

1. Place and Address at Chennai / Tamil Nadu	Year of commencement	Telephone number and FAX /E-mail	Contact Person / Designation
2. Place and Address of Registered Office		Telephone number and FAX/E-mail	Contact Person/Designation (Chairman, MD etc.,)

Note: If no infrastructure is available within Tamil Nadu, the place and address of the office from where the company normally operates may be indicated.

Format-2

History of providing software manpower for the past 3 years:

Year	No.of man power supplied Category/ No's	To whom the man power has been supplied	Annual work order value in INR (Rs.in lakhs)
2015-16			
2016-17			
2017-18			

Date:

Signature of the bidder

Transport Commissioner.

**COMMERCIAL BID
PRICE QUOTE
(to be returned in original along with tender)**

Tender Notice No. 37467/S4/2017

dated: 18/05/2018

To

The Transport Commissioner,
Chepauk,
Chennai.600 005.

Sir,

I/We hereby tender for the supply of 4 System Analysts and 147 programmers to the Regional Transport Offices/Unit Offices and Office of the State Transport Authority within the time specified and in accordance with the terms and conditions in Tender Schedule. The rate is quoted in the prescribed format given below:

(Inclusive of all taxes)

Category		Remuneration proposed	
Category	No.of persons to be provided	Rate per person per month	Rate for three years
1.	2.	3.	4.
System Analysts	4		
Programmers	147		
Total			

Note: The Sum of column **(4)** above will be taken in to account for tender **evaluation** purpose.

Signature of the Bidder:

Name and Address:

Office Seal:

Transport Commissioner.