



ALL INDIA CIVIL SERVICES COACHING CENTRE – (AICSCC)

“Kanchi” No.163/1, P.S. Kumarasamy Raja Salai,
Raja Annamalaipuram, Greenways Road,
Chennai – 600028

TENDER DOCUMENT

Name of the work: Provision of Manpower for
Watchman and Assistant Cook
services in
All India Civil Services
Coaching Centre (AICSCC)

PRINCIPAL

No:A1/960/2024

Date:07-12-2024

**TENDER CALL NOTICE TOWARDS PROVISION OF
MANPOWER FOR WATCHMAN AND ASSISTANT COOK
SERVICES IN AICSCC**



**ALL INDIA CIVIL SERVICES COACHING CENTRE –
(AICSCC)**

“Kanchi” No.163/1, P.S. Kumarasamy Raja Salai,
Raja Annamalaipuram, Greenways Road,
Chennai – 600028

NOTICE INVITING TENDER

Sealed Tenders are invited for undertaking Manpower agency/ service providers at All India Civil Service Coaching Centre, Chennai-28 through www.civilservicecoaching.com/ from **07.12.2024 10.00 a.m. to 23.12.2024, 4.P.M Tenders (Technical bid) will be opened on 23.12.2024, on 5.00 P.M** The soft copy of the tender document can be obtained from <https://www.civilservicecoaching.com/> / **till 5.45 p.m. on 20.12.2024** at free of cost. An EMD of **Rs.10,000/-** has to be remitted along with this Tender. For detailed information, the tender document can be seen.

TEGORY OF MANPOWER:

<u>Sl.No</u>	<u>Category Of Manpower</u>	<u>No Of Persons</u>	<u>Minimum Qualification</u>	<u>Cost Of Bid Document</u>
1	Assistant Cook	1	Minimum 8 th Std Pass	
2	Watchman	3	Minimum 8 th Std Pass	
			Total	Rs.525/-

// forwarded by order//

Principal
All India Civil Services Coaching Centre

TENDER NOTICE NO:

Last date and time for downloading of tender:

Date: **20.12.2024** Time: 5.45 p.m.

For providing Manpower Agency/ Service Providers for 2 years at All India Civil Services Coaching Centre, Chennai-28

Date: **07.12.2024**

Signature of the Issuing Officer

Principal
All India Civil Services Coaching Centre

CRUCIAL DETAILS - TENDER SCHEDULE

All India Civil Services Coaching Centre (AICSCC)

1.	Tender Inviting Authority, Designation And Address	The Principal, All India Civil Services Coaching Centre, Kanchi Building, No: 163/1, P.S.Kumarasamy Raja Salai, Greenways Road, R.A.Puram, Chennai-600028. Email id: aicccc.gov@gmail.com Website: www.civilservicecoaching.com
2.	Tender Accepting Authority	The Director General Of Training
3.	Tender Document:	The Tender Document Can Be Downloaded From Website www.civilservicecoaching.com At Free Of Cost
4.	Name Of The Work	Selection Of Manpower Agencies for Assistant Cook And Watchman .On Service Charge And on Contract Basis payment
5.	Tender Reference	A1/960/2024
6.	Date Of Tender Notice:	07.12.2024
7.	Date Of Seeking Clarification Starts On: Ends On:	07.12.2024 10.00 A.M. 23.12.2024 04.00 P.M.
8.	Last Date & Time For Downloading	

	Tender Document:	20.12.2024 Time: 5.45 P.M.
9.	Last Date & Time For Bid Submission:	
10.	Date & Time Of Bid Opening Technical Bid:	23.12.2024 (5.00 P.M.)
11.	Date & Time Of Bid Opening Financial Bid:	26.12.2024 (5.00 P.M.)
12.	EMD	Rs.10,000/-
13.	Pre Bid-Meeting	16-12-2024 at 3.00 PM

Notes:

*Financial bids of only those bidders whose technical bids are found to be acceptable after evaluation will be opened and the bidders will be informed accordingly.

Principal,
All India Civil Services Coaching Centre,
Chennai-28

Signature of the Bidder
With seal.

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ALL INDIA CIVIL SERVICES COACHING CENTRE - (AICSCC)

No.163/1, P.S.Kumarasamy Raja Salai, Raja Annamalaipuram, Greenways Road, Chennai - 28

Introduction:

All India Civil Services Coaching Centre (herein after called as AICSCC), located at Chennai is the only Institute in the State run by the Government of Tamil Nadu to Coach candidates belonging to Backward Classes, Most Backward Classes and Schedule Classes/Schedule Tribes to enable them to write the Civil Services Examination conducted by UPSC. The AICSCC is headed by the Principal and it functions under the control of the Director General of Training, Chennai – 28.

The AICSCC functions with the Principal as the Head of the Institute, a professor to look after the academic schedule, an Administrative officer to look after the administrative work of the Institute and Guest Faculties from various reputed academic institutions. The AICSCC has a well-equipped library of about 25000 volumes, catering to the needs of the aspirants preparing for the Competitive Examinations. The AICSCC has also a computer centre with internet and online learning facilities. The AICSCC has a hostel where 225 candidates selected for Residential Stream eligible for free boarding and lodging. Coaching is also given to 100 non-residential students. Separate accommodation is provided for women aspirants.

This tender calls for bids for Selection of Outsourcing Agencies on Service charge and Rate Contract basis for various categories / Resources.

IMPORTANT NOTICE

This Tender Process is governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the Tender Document and the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000, the Act and Rules shall prevail.

GENERAL TERMS AND CONDITIONS:

Scope of work:

The scope of work under this tender includes Provision of man power Services of assistant cook and watch man at 'Kanchi' complex, All India Civil Service Coaching Centre, Chennai – 28 for a period of two years as per the following schedule of services.

Eligibility of the Tenderer:

The tenderer shall have their office in Chennai and shall possess minimum three years of providing manpower services experience in the last five financial years in providing manpower services and other services in Government/Public Sector / Private Organizations of the size either larger than or equivalent to ALL INDIA CIVIL SERVICES COACHING CENTRE and shall furnish necessary certificate of satisfactory performance from the employers (such organizations).

They shall have a minimum business turnover of Rs.10 lakhs for each completed financial year within the last three completed financial years and should be in a position to offer landscaping services.

Additional Language of the Bid:

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

Bid Currency:

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

INSTRUCTIONS TO THE BIDDERS:

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every aspect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarize itself with the prevailing legal situations for the execution of contract. AICSCC shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by AICSCC. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and the price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of completion of contract.
- f) Any Bidder who is blacklisted by any Government Departments

in Tamil Nadu for the last three years, will not be eligible to bid for the Tender of AICSCC, as per the conditions of blacklisting.

g) In case show cause notice has been issued by any Government Department for poor performance then AICSCC reserves the right to disqualify the bid submitted by such Bidder.

h) Bidder should have appropriate resources, establishment in the area, necessary expertise, requisite manpower, proper coordinate and supervisory ability to undertake the work

i) The conditional and incomplete bids are liable for rejection.

j) The bid submitted by partnership firm / sole proprietorship firm or security agency shall furnish the copy of partnership deed duly registered for Watchman and assistant cook services with the appropriate authority; otherwise the bid will be rejected out-rightly.

k) Bids containing overwriting, additions alternation, erasures, obliteration and other discrepancies may not be considered. The bidders should properly attest all corrections made by them.

l) The bidder shall sign every page of the bid documents submitted by him / them. The bidder should quote rate both in figures and in words, wherever if there is difference between the rate quoted in figures and words, the rate quoted in words will be taken as correct.

m) All the documents furnished by the bidder are subject to verification from the issuing authority. In case any manipulation is found, the S.D. will be forfeited and action may be initiated for black listing the agency.

n) The bid documents should be accompanied with the self-attested / certified true copy of following certificates / documents and in absence of any of which, the bid will be summarily rejected.

CLARIFICATIONS IN THE TENDER:

A prospective Bidder requiring any clarification in the Tender may notify AICSCC via www.civilservicecoaching.com on or before **17.12.2024** **Time: 5.45 P.M..**

We encourage paper free sealed-tender Communication. The responses to the clarifications will be notified in the website by means of Corrigendum to the Tender Document.

AMENDMENTS TO THE TENDER:

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders have to periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. AICSCC will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by AICSCC 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, AICSCC may amend the Tender document as per requirements or wherever AICSCC feels that such amendments are absolutely necessary.
- d) Amendments may also be given in response to the queries by the prospective Bidders.
- e) Such amendments will be notified in the websites mentioned in the Tender schedule.
- f) AICSCC at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) AICSCC is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

LIST OF DOCUMENTS TO BE SUBMITTED ON OR BEFORE
(04.00 P.M.) ON 23-12-2024

DOCUMENTS TO BE UPLOADED:

1. For Technical bid, the bidders will have to enclose the documents as follows:
The enclosures may be in English or Tamil as issued by the competent authority

a) **SET A:**

1. Proof for having office at Chennai
2. Address proof for telephone bill, Eb bill – one bill per quarter for past three years
3. Proof for minimum three years of experience in **manpower agency/ service providers** as per Annexure – III
4. Proof for satisfactory performance obtained from the organizations where **manpower agency/ service providers** service rendered for 3 years
5. Authorization letter in the form of Annexure – I
6. Letter for submission of tender in form of Annexure – II
7. Declaration in Annexure – IV
8. General Information about the Tenderer in Annexure – V

b) **SET B:**

1. GST Registration Certificate
2. ISO certificate mentioning the activity specifically for manpower services
3. PAN Card Copy
4. License obtained from Greater Chennai Corporation
5. Declaration regarding no litigation, currently or during the last five years in which the bidder is/was involved with the opposite party(s) and the disputed amount in Annexure – VII.
6. Declaration regarding no work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same in Annexure – VIII

7. Declaration regarding no proceedings for bankruptcy, insolvency or winding up in which the bidder is / was involved in Annexure – IX
 8. IT returns of the past three years.
- c) Proof for average annual turnover of Rs.10 lakhs (minimum) in the **manpower agency/ service providers** service in the last three financial years
 - d) Original “POWER OF ATTORNEY” in case any person other than the Tenderer himself has signed the tender.
 - e) Authenticated copy of partnership deed in case of partnership firm and power of attorney to the representative of the firm to operate the Tender
 - f) Copy of the recent registration certificate issued by the Commissioner of Labour, ESI, EPFO & Service Tax authorities
 - g) A declaration to the effect that, no dues are to be paid to Law Enforcement Authorities, like, EPF/ESI and no violation has been detected by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act as amended from time to time in Annexure – X
 - h) Details of all the employees with ESI Nos
 - i) Establishment EPFO code no. in the Tender Enclosing Annual Return Acknowledgment for last 3 years
 - j) ESIC Registration no. for the establishment made to be attached
 - k) EPFO,ESIC remittance certificates for atleast 50 employees attached.
2. For Financial bid, the tenderer should fill-up the uploaded with the rates / quotation amount per month (inclusive of wages and salary payable to the employees, payment of ESI contribution from employer side, payment of overtime, extra wages, bonus as per rules to the employees, remittance of GST, all other incidental expenses, Insurance premium etc.) for the contract period for the **Manpower agency/ service providers** services. All columns in the proforma are to be filled up.

Financial Bid

- The Financial Bid Format will be in spread sheet format. The Financial Bid has to be verified and submit duly signed documents to AICSCC. The

Financial Bid Format should not be changed or altered or tampered. If the Bid format is tampered, the Bid will be summarily rejected.

- The Financial Bid Format should not contain any conditional offers or variation clauses, otherwise the Bid will summarily be rejected.
- The Financials quoted shall only be in Indian Rupees (INR). The tender is liable for rejection if Financial Bid contains conditional offers.
- The cost quoted by the Bidder shall include all cost and expenses Plus applicable taxes separately.
- The Bidder should keep the Financial firm during the period of Contract including the period of extension of time if any. Escalation of cost will not be permitted during the said period of providing services or extended Period other than increase of taxes payable to the Governments in India within the stipulated period.
- The Bidders should particularly take note of this factor before submitting the Bids. The Financials finalized after negotiations should be kept valid during the Rate Contract period and no escalation in the final Financial will be entertained.
- The Financial Bids of the technically qualified Bidders alone will be opened and evaluated. Bidder quoting the lowest value of Financial Bid will be ranked first and so on and lowest Financial Bid offered Bidder will be called L1 Bidder for that category. The L1 Bidder will be called for further negotiations by AICSCC.

BID OPENING:

The Technical bid will be opened first. Financial Bid will be opened only for those firms whose technical bids are eligible, complete in all respects and in accordance with the specifications of the tender document and who score minimum of 50% of marks in the technical bid evaluation.

Method For Submitting The Tender And Opening Process:

- The tenderers are requested to go through the General terms and Conditions of the Tender, Terms and Conditions for sealed-tender carefully and submit the Technical Bid in <https://www.civilservicecoaching.com/> The tenderer shall examine all instructions, forms, terms and conditions detailed in the specification and Annexure and submit the rates and other particulars called for in this specification, as per the instructions and formats enclosed herewith

BID EVALUATION CRITERIA AND SELECTION PROCESS:

Suppression of facts and misleading information:

1. During the Bid evaluation, if any suppression or misrepresentation of fact or any of its kind, is brought to the notice of AICSCC, then AICSCC shall have the right to reject the Bid and if after selection, AICSCC would terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
2. Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, AICSCC shall have the right to seek the correct facts and figures or reject such Bids without assigning any reason.
3. It is up to the Bidders to submit the full set of copies of the proof documents to meet out the criteria. Otherwise, AICSCC at its discretion may or may not consider such documents.
4. The Tender calls for full set of copies of documents to prove the Bidder's experience and capacity to undertake the project.

An evaluation of the technical bid will be done by the Tender Scrutiny and Evaluation Committee. **The decision of the Director General of Training, the Tender accepting authority, shall be final.**

1. Tender Scrutiny and Evaluation Committee:

Following are the members of the Tender Scrutiny and Evaluation Committee

- Principal, All India Civil Services Coaching Centre
- Administrative Officer, AICSCC, Chennai
- Deputy Collector, DGT Office
- Assistant Accounts Officer, AICSCC, Chennai
- Superintendent, AICSCC, Chennai

2. Procedure For Opening Of Tender:

- The Tender Scrutiny and Evaluation Committee shall first open the Technical Bids on the prescribed date and the bidders will be informed about the date of opening of the Financial Bids, if they are technically qualified (i.e. their technical bid is qualified).
- The Financial Bids will be opened on the prescribed date for those bids which got qualified for opening the financial bid by the above-mentioned committee. The committee after evaluation of these financial bids shall give its final recommendation of the successful bidder. The successful bidder shall be announced after due approval of the recommendations of the committee by the Tender Accepting Authority, whose decision shall be final.
- The Technical Bids which satisfy the essential technical pre-requisite as per tender condition will be evaluated as per the scoring model given below.

3. SCORING MODEL:

a) Technical Capability	– 64 marks
b) Financial Capability	– 36 marks

Total	– 100 marks

<u>Sl. No.</u>	<u>Technical Evaluation Criteria</u>	<u>Marks</u>	<u>Proof Of Evidence</u>
a) Technical Capability – 64 marks			
A	<p>Experience in providing Manpower agency/ Service providers in Government training Institution/Government aided colleges/Government /PSU Guest houses</p> <p>a) 3 to 5 years: 10 Marks b) Above 5 to 7 years: 20 Marks c) Above 7 to 9 years: 30 Marks d) Above 9 years: 40 Marks</p>	40	<ul style="list-style-type: none"> • Proof for having office at Chennai. • Proof for minimum three years' experience in Manpower agency/ Service providers as per Annexure – III • Proof for satisfactory • Performance obtained from the organizations where Manpower agency/ Service providers service rendered for previous 3 years • General Information about the Tenderer in Annexure – V • Authorization letter in the Form Annexure – I • Letter for submission of tender in form Annexure – II • Declaration in form Annexure – IV
B	<p>Experience in Manpower agency/ Service providers <u>in Private training Institutes/Private colleges/ and Private Guest houses</u></p> <p>a) 1 to 2 years: 4 Marks b) Above 2 to 3 years: 6 Marks c) Above 3 to 4 years: 8 Marks d) Above 4 years: 10 Marks</p>	10	<ul style="list-style-type: none"> • GST Registration Certificate • License obtained from Greater Chennai Corporation. • Declaration regarding no litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount in Annexure – VII • Declaration regarding no Work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same in Annexure – VIII • Declaration regarding no proceedings for bankruptcy, insolvency or winding up in which the bidder is / was

C	<u>Certification / Appreciation / from the AICSCC:</u> a) ISO certification: 10 Marks b) Appreciation from reputed AICSCC / Organizations for quality and service: 4 Marks	14	involved in Annexure – IX <ul style="list-style-type: none"> • Original “POWER OF ATTORNEY” in case any person other than the tenderer himself has signed the tender • Authenticated copy of partnership deed in case of partnership firm and power of attorney to the representative of the firm to operate the tender. • Copy of the recent registration certificate issued by the Labour Commissioner, ESI, EPFO & Service Tax authorities. • A declaration to the effect that, no dues are to be paid to Law Enforcement Authorities like, EPFO/ESI and no violation has been detected by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act as amended from time to time in Annexure – X
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<u>Sl. No.</u>	<u>Technical Evaluation Criteria</u>	<u>Proof of Evidence</u>
b) Financial Capability – 36 marks		
1.	<u>Average Annual Turn Over of the firm from Manpower agency/ Service providers for the period from 2021-22,2022-2023,2023-24</u> a. 10 lakhs to 25 lakhs: 12 Marks b. Above 25 lakhs to 50 lakhs: 24 Marks c. More than 50 lakhs: 36 Marks	<ul style="list-style-type: none"> • PAN card copy/GST Number • Proof for average annual turnover of Rs.10 lakhs (minimum) in Manpower agency/ Service providers service in the last three financial years • I.T returns & audited statement of accounts for any 3 completed audit years within the preceding five years
Total Technical Marks: (a + b) = 100 marks		

1. The above supporting documents will be verified by the Tender Scrutiny and Evaluation Committee and the bidder shall be rejected if any discrepancy is found.
2. Those who score minimum 50 marks will be declared as eligible for opening the Financial bid.
3. The Technical Bid will be opened at **5.00 P.M. on 23.12.2024 (Monday)** and the certificates / documents will be verified. On verification of the above enclosures and other credentials, the financial bid will be opened whose technical bids scored minimum 50 marks. The date of opening of the Financial Bid will be informed to the tenderers through <https://www.civilservicecoaching.com/> who qualify in the technical bid
4. **Payment of security deposit:**
 - The EMD is refundable to unsuccessful tenderers after the tender is finalized. No interest will be paid for the EMD. In case of successful tenderer, it will be adjusted against the security deposit.

- The selected tenderer shall deposit a sum equivalent to 5% of the required value of the contract as Security Deposit by RTGS/Net Banking/NEFT/ in the form of Demand Draft /Banker's cheque from any of the Nationalized Banks drawn in favor of Principal, AICSCC, payable at Chennai. This will carry no interest. This will be refunded after satisfactory completion of the contract period. Any amount due to the All India Civil Services Coaching Centre will be recovered and the balance amount alone will be refunded.
- If the accepted Bidder fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by them will be forfeited to AICSCC and their tender will be treated as null and Void.

5. AICSCC reserves the right to:

- Negotiate with the Bidder whose offer is the lowest Evaluated price for further reduction of prices.
 - Insist on quality service.
 - Modify, reduce or increase the requirements to an extent as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
 - AICSCC reserves its right to withhold any amount, for the deficiency in the service.
6. In case the selected tenderer fails to accept the contract, EMD will be forfeited.
7. The Successful tenderer is advised to go through the tender documents, terms & conditions thoroughly and must sign all the pages as a token of their acceptance. The Tenders duly completed in all respects must be submitted along with all relevant documents, failing which the tenders submitted are liable to be rejected.
8. The price quoted must be firm and final during the entire period of contract.
9. The bid prepared by the bidder, as well as all correspondence and documents shall be written in English language

10. The contractor will have to quote the rate for rendering the Manpower agency/ Service providers per month rounded to nearest rupee in the prescribed form as provided in Financial Bid.

11. The All India Civil Service Coaching Centre reserves the right to accept or reject any or all the bids at any time, without assigning any reason what so ever. No liability will be entertained by AICSCC on this account

12. The successful tenderer, should execute the prescribed agreement (Annexure VI) in a non-judicial stamp paper of the value of Rs.200/- (Rupees Two hundred only), prepared at his cost within a week from the date of firm order along with the Security Deposit.

13. Award of Contract

- Orders will be placed to the L1 Bidder as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender.
- No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained.

14. Earnest Money Deposit (EMD):

- The successful tenderer shall deposit a crossed Demand draft drawn in favour of Principal, AICSCC, payable at Chennai for an amount equal to 5% of the **TOTAL VALUE OF THE CONTRACT** within a week from the date of award of contract.
- If the successful tenderer fails to submit the **DD AND EXECUTE THE AGREEMENT** within the stipulated period, then his EMD amount of **Rs.10,000/- (Rupees Ten thousand only) will be forfeited.**
- The deposit will be retained by the Institute for the entire period of the contract. It shall be refunded without interest after the satisfactory completion/ on termination of the contract after adjusting any dues to the AICSCC.

- 15.No escalation of fixed contract amount whatsoever would be allowed during the contract period except if the tax is raised.
- 16.At any time prior to the deadline for submission of bids, the All India Civil Services Coaching Centre may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by an corrigendum in the mentioned website.
- 17.In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, All India Civil Services Coaching Centre may extend the deadline for the submission of bids.
- 18.Bids shall remain valid for 90 days after the date of financial bid opening prescribed by the All India Civil Services Coaching Centre. A bid valid for a shorter period shall be rejected by the All India Civil Services Coaching Centre as non-responsive.

19. Contacting Tender Inviting Authority

- Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Committee, after opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them.
- No bidder shall contact the All India Civil Services Coaching Centre on any matter relating to its bid from the time of opening the bid to issue of the acceptance order. However, all bidders are strongly advised to furnish all material/ information in the bid itself.

20. Force Majeure

The Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural Pandemic phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
- In such claim of Force Majeure clause, the bidder should submit the written claim, explaining the cause within 7 days of such occurrence and may be accepted by AICSCC.

21. Any effort by a Bidder to influence the All India Civil Services Coaching Centre in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.

22. The results of the evaluation of the Technical Bids will be available on the said date and time on <https://www.civilservicecoaching.com/>

23. The decision of the Tender Accepting Authority, in finalization of the tender, will be final and binding.

24. The “bidder” as used in this document shall mean the one who has signed the tender document forms. He may be either the Proprietor or the duly authorized representative in which case, the bidder shall submit a certificate of authority as in Annexure IV. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by such representative.

25. It will be the sole responsibility of the bidder alone to execute the entire contract on its award.

26. Acceptance of Tender and Withdrawal

The right of final acceptance of the tender is entirely vested with the Tender committee who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part

of AICSCC to communicate with rejected Bidders. After acceptance of the tender by AICSCC, the Bidder should have no right to withdraw his tender or claim higher price. The tender acceptance authority may also reject all the tenders or terminate the contract for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents, calamities and other unforeseen circumstances.

27. Letter of Acceptance (LOA)

- After successful completion of the negotiations, the Letter of Acceptance of tender is issued to the Successful Bidders by AICSCC.
- Selection will be initially for a period of Two years on same terms and conditions or additional mutually agreeable conditions.
- The rates finalized shall remain valid during the period of contract.
- No dispute can be raised by any bidder who's bid has been rejected and no claims will be entertained

28. Prior to the submission of Bid, **the Bidder/authorized representative may personally inspect the Hostel, Administrative Rooms, Class rooms, Faculty room, Office Hall, Computer Room, Library etc., and facilities available** at the All India Civil Services Coaching Centre's premises at his/her/their own cost and under prior intimation to All India Civil Services Coaching Centre in writing. This is necessary to enable the bidder to gather all information so as to facilitate the bidder to accurately prepare the Bid after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed therein and expected from the Contractor.

29. It will be mandatory for all the prospective bidders to bid for all the items specified in the bid document.

30. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

31. No alteration should be made in any of the terms and conditions of the bid document by scoring out. In the submitted bid, no variation in the conditions shall be

admissible. Bids not complying with the terms and conditions listed in this section are liable to be rejected.

32. In the event of bid being accepted, the quotations will be converted into a contract, which will be governed by the terms and conditions given in the bid document. The instructions to bidders shall also form part of the contract.

- a) The rates quoted should be firm and valid for ninety days from the date of opening of tender. The tender schedule is to be read in conjunction with instructions to bidders, conditions of contract and other tender documents and the tenderer/contractor shall be deemed to have carefully examined all those documents.
- b) The All India Civil Services Coaching Centre, Chennai-28 reserves the right to carry out the work in any manner, different from the terms of this notice, as may be deemed fit, subsequent to the acceptance by the tenderer and failure to comply with that by the tenderer/contractor.
- c) The prospective bidders are advised to make a detailed study of the services, for which they are bidding and familiarize themselves with the nature of the works, so that the rates quoted take all factors into consideration.
- d) Any clarification on the details of the works can be obtained from the Principal, All India Civil Services Coaching Centre.
- e) The tender forms can be downloaded at free of cost from the website <https://www.civilservicecoaching.com/> In case the selected tenderer fails to accept the contract, the EMD will be forfeited and the name will be blacklisted.

33. No interest will be payable on the EMD or the Security Deposit or amount payable to the contractor under the contract. Refund of the security deposit is subject to the full and final settlement of the final month's bill for the services contracted/ executed under the contract subject to the settlement of claims if any, by AICSCC, for any loss/damage/damages and compliance if any, for statutory remittance like, EPF, ESI etc. EMD/BID SECURITY will be refunded to the unsuccessful Tenderers

within one month of finalization of the tender.

SELECTION, DEPLOYMENT AND MANAGEMENT OF RESOURCES:

- Outsourcing Agency to have a resource pool / resource bank to arrange the sufficient number of resources within a short notice (7 days) to AICSCC for selection and approval of candidates.
- Outsourcing agency to select the suitable resources/candidates from their resource bank based on the qualifications/special skills, experience, expertise etc indicated by AICSCC and send their list of selected suitable candidates with details of skill sets mapped with requirement by e-mail/fax/letter etc. for approval of AICSCC.
- If the candidates have been approved by AICSCC, then the details of the approved candidates will be informed by AICSCC for issuance of work order and subsequently deployment of resources to be done by Outsourcing agency as agreed with AICSCC.
- The responsibility of the selection of suitable resources rest with the Outsourcing agency and the approval of candidates with AICSCC authorities only. The Outsourcing agencies have to send the resume with copies of documentary proof only of the suitable candidates and not of the candidates who are not meeting the requirement criteria.
- The resources should work and carry out the jobs assigned to them by their reporting authorities and higher level officials in any holidays or extended hours also if the situation so demands.
- Payment to the resources should be deducted from their contract payment for the leave days except 1 day Casual Leave which are taken by the resources. If the resources are taking any unauthorized leave for three or more days should be replaced by another suitable resource by the outsourcing agency.
- While taking attendance sheet / certificate from the AICSCC authorities, care should be taken by Outsourcing Agency to take a clear certification on “Satisfactory performance of the resources both in terms of work and conduct”.

- Alternative resources to be arranged in 7 days time in the event of the original/regular resource have not reported for duty for a maximum of 3 days without prior information / permission. OSA can arrange any suitable stop gap arrangement with permission duly informing AICSCC.
- Any settlement of payment to discontinuing resources can be made by the outsourcing agency only on obtaining “No Objection or No due” certificate from the user location.
- The administrative management of resources is purely the responsibility of the outsourcing agency and in no way AICSCC is responsible. The outsourcing agency should indemnify on this.
- AICSCC has the right to seek for replacement of any employees without assigning any reason at any time of the contract.

34. Payment of wages to the workers should be made as per the Orders / Proceedings of District Collector, Chennai fixing the rates of the daily wage, as per the minimum wages Act.

35. Attendance register in the form of muster roll for deployment of personnel by the contractor should be maintained and extract of it should be submitted along with the bill at the end of each month. The Attendance register will be under the custody of the designated officer in AICSCC who will submit it to the Principal daily.

36. Employees with notified disease shall not be permitted to enter into the campus.

37. Employees (Male and Female) shall be supplied with uniform, Identity card, face mask, hand gloves and shoes (Grey coat) and they should wear all these while they are on duty.

38. The contractor should supply the force posted on night duty with accessories such as towel, climbing shoes, soap and equip them with proper uniforms, identity cards and other equipment like whistles, rain coats. sticks, torches with cells etc required for effective execution of the contract.

39. The work force should report for duty daily as per the requirements demanded by AICSCC. In special circumstances, the staff provided by the agency may be required to perform duty before and after the above mentioned normal hours indicated above and also on holidays without any extra payment detailed in the contract agreement in connection with the AICSCC's various activities and functions organized from time to time.
40. The work force posted should be physically of good health, good character, amenable to discipline and should have necessary adequate knowledge and speediness for carrying out the works. Their age shall not be less than 18 years and not more than 55 years.
41. It would be the responsibility of the tenderer to obtain necessary license and ensure compliance of all statutory regulations including labor laws that are in force from time to time, in all matters concerned.
42. All the tools necessary for the execution of Manpower agency/ Service providers work and consumables shall be arranged by the contractor at his own cost.
43. No workman will be permitted either to live inside the campus or to stay in the office premises beyond working hours except on specific orders/requirement.
44. The contract will be pre-closed without any prior notice if any of their employees found indulging in malpractice in the campus of the Centre.
45. The firm shall take insurance to cover any statutory responsibility with respect to the employees of the contractor and any other damages, which may happen during the course of service. AICSCC shall not be liable for the above losses or damages.
46. The contract also includes assisting employees in handling, moving the furniture and equipment's from one place to the other within the campus.
47. The work force will be held responsible for any damage/break of equipment, records, materials etc, of All India Civil Services Coaching Centre on which they will be

working and they will be responsible for any theft/ pilferage and the loss incurred by the AICSCC will be recovered from the contractor.

48. The work force posted should be able to climb the tower structures, posts etc. in case of emergency and assist the departmental staff for replacing the lights and other minor physical repairs if required. The contractor is fully responsible for their safety/welfare/insurance coverage and he should take full responsibility in case of injuries/accidents to the force.
49. The persons posted should have the knowledge of firefighting equipment available in the installations and should be able to operate them. They should also have the knowledge of first aid.
50. The contractor should agree that the work force so deployed will not be entitled for any of the privileges and benefits enjoyed by the employees of AICSCC.
51. The contractor should make arrangements for surprise checks on the force deployed by the agency at frequent intervals.
52. The Contractor will be responsible for the conduct of all workers deployed for the work and will be legally liable for any harm or loss arising to any person whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Contractor or any of the workers / subcontractors / agents / any others deployed by the Contractor in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same. The All India Civil Services Coaching Centre will not be liable for any loss or harm to any person within or outside the AICSCC campus from any act of omission or commission of any of the workers / subcontractors / agents / any others deployed by the Contractor in the course of providing any services stated in this contract.
53. The contractor shall be an independent contractor and shall be in complete charge for the performance of the works and shall perform the works in accordance with his own methods and at his own risk, subject to compliance with the contract

documents. The contractor shall throughout the stipulated period of the contract execute the works in the best and most substantial manner and in strict accordance with the contract documents or such other additional particulars, and instructions as may be found required to be given while carrying out the works, enforce good order.

54. Any change in the constitution of the organization of the Contractor shall be notified forthwith by the Contractor in writing to the AICSCC and such change shall not relieve any former member of the organization from any liability under the contract. No new person shall be accepted into the organization by the Contractor in respect of this contract unless he / they agree to abide by all the terms and conditions of the contract.

55. In the event of the Contractor failing to fulfill the commitment or committing any breach of any of the terms and conditions of this contract; or if the Contractor or his employees are guilty of fraud in respect of the contract or any other contract entered into by the Contractor or any of his partners or representatives thereof with the AICSCC or if the Contractor or his agents or employees attempt to or direct or indulge in giving, promising or offering any bribes, gratuity, gift, loan perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the AICSCC in any way relating to such officers or person or persons, office or employment; or if the Contractor or any of his partner become insolvent or applies for relief as insolvent debtor or commence any insolvency proceedings or makes any composition with his/their creditors or attempts to do so; or if at any time during the pendency of the contract, it comes to the notice of the AICSCC, that the Contractor has misled it by giving false/incorrect info, then without prejudice to the AICSCC's right and remedies otherwise, AICSCC, shall be entitled to terminate this contract forthwith, forfeit security deposit and to blacklist the Contractor and purchase or procure or arrange otherwise at the Contractor's risk and at the absolute discretion of the AICSCC, as regards the manner, place and time of such purchases. The cost of such supplies, together with all incidental charges or expenses, shall be recoverable from the Contractor on demand.

56. In any question, difference or objection whatsoever that may arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof, or the rights, duties or liabilities of either party, then, save in so far as the decision of any such matter as herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regard the rights and obligations of the parties as the result of such termination, shall be decided by the AICSCC and the decision shall be final and binding on the Contractor.
57. The workers employed by the contractor shall be insured with a “Personal Accident Policy” from any of the insurance companies approved by IRDA and the copies of the policies should be submitted along with the agreement to be signed by the contractor.
58. In case if the next contractor could not be decided before the expiry of the contract period, the contract will be extended, at the existing rate till such time the next contractor is decided and in any case the contract will not be extended beyond three months after the expiry of the contract.
59. The contractor should not employ any child labour or person below 18 years of age.
60. If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment / value of this job order shall be reduced on pro-rata basis by the AICSCC and would be binding on the Contractor.
61. The AICSCC may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date of discontinuation, and will not be liable to any additional charges or compensation payable to the Contractor or any other person.
62. On the expiry of the contract, the Contractor shall handover all the AICSCC owned articles/equipment(s) in good condition, which were entrusted to it. The Security

Deposit will be released by the AICSCC on the expiry of the contract only if the AICSCC is fully satisfied that all the articles / equipments have been handed over to the AICSCC and the equipment and property under the custody of the Contractor have not been damaged. In case of any damage to the articles, equipment or property under the custody of the Contractor, an amount equivalent to the damages will be intimated by the AICSCC and will have to be paid by the Contractor before the security deposit is released. In case of delay of more than 15 days in payments, the AICSCC may, at its discretion, recover the same amount from the security deposit furnished by the Contractor.

63. The Contractor should not make any alteration or addition to the premises allotted to them without the written permission of the authority. Any such alteration/addition made by the contractor without permission shall become the property of AICSCC, and the contractor shall not be entitled to any compensation or claim while termination / expiry of the contract. Any alteration/addition made by the Contractor without permission, shall be removed at the risk and cost of the Contractor.
64. The contractor shall be personally responsible for satisfactory execution of the contract. He shall make himself available at the site as frequently as actually needed by the work requirement. He shall also make himself available whenever called by the AICSCC authority for taking corrective measures for better performance.
65. The Contractor will ensure that no person deployed by it indulges in smoking, drinking alcohol, chewing paan, tobacco etc., or unnecessarily loitering in the premises without work. If any person deployed by the Contractor is found to be indulging in these activities, a penalty per person per incident will be levied by the AICSCC, which will be intimated by the AICSCC to the Contractor within 3 days of the incident, and deducted from the payment of the Contractor.
66. The Contractor shall promptly replace any person deployed by it, who is found to be medically unfit, or not maintaining adequate personal hygiene, or whose behavior is found to be not courteous or who is otherwise found to be unfit for working within the AICSCC Campus or unfit for being deployed for these services by the AICSCC. In

case the Contractor fails to remove or replace such person beyond three days after the request of the AICSCC to replace him, a penalty per day per person will be levied by the AICSCC, which will be intimated by the AICSCC to the Contractor within 3 days of the incident, and deducted from the payment to the Contractor.

67. License and Registration etc.

The contractor shall possess valid and current license to engage and deal with contract labour as provided for in the Contract Labour (Regulation and abolition) Act 1970 and Rules framed there under. The contractor should keep his license current by renewing the same as per rules on the subject. He shall comply with all Labour Laws.

68. The workers employed by the contracting agency shall be directly under the supervision, control and employment of the contractor and they shall have no direct connection what-so-ever with the AICSCC. The AICSCC shall have no obligation to control or supervise such workers or take any action against them, except as permissible under the law. Such workers shall also not have any claim against the AICSCC for employment or regularization of their services by virtue of being employed by the contracting agency against any temporary/ permanent posts in AICSCC.

69. Verification of “Character and Antecedent” and Medical Fitness of workers:

- a. The contractor should provide a bound list of bio-data, local address and photographs of all employees, who will be posted to AICSCC.
- b. The AICSCC shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages and terms & conditions of work etc. under various Acts/Rules of the Government of Tamil Nadu/ Government of India which are the sole obligation of the Contractor. The

- contractor should ensure that staff employed by him are clean, properly and neatly dressed and should be disciplined and polite to the participants/ guests at all times. The Contractor should furnish fitness certificate issued by the Medical Officer periodically in respect of the employees and their antecedents should be verified by the Police authorities. In the event of detection of any valuables or belongings of the guest with any of his employees, the contractor should immediately report the same to the Principal
- c. The contractor should get the “character and antecedents” of the workers verified before engaging them and should be able to produce necessary verification report for each worker.
 - d. The contractor will get the workers **drafted** for duties in AICSCC, medically examined before their employment as to ensure their fitness for the job.

70. Allotment of work

- a. The workers **drafted** for AICSCC should carry out specific Manpower agency/ Service providers as may be allotted to them by the authorised official of the AICSCC at site who shall be responsible to get the work done to the entire satisfaction of AICSCC.
- b. The staff engaged by the contractor shall maintain integrity and discipline while attending to duties in the AICSCC campus. They should observe silence. They should not enter class or office rooms during working hours unless called in.
- c. The contractor or his staff shall not canvass any other business inside the AICSCC campus
- d. In the event of a failure to render Manpower agency/ Service providers to the satisfaction of the Committee Members, action will be taken by the Principal, for the Manpower agency/ Service providers to be done by alternative agencies and the cost if any incurred over and above the agreed rates shall be recovered from the tenderer. Besides this, the contract also is liable to be terminated for the remaining period.

71. Replacement of unsuitable workers

If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the concerned person and provide a substitute within 24 hours of intimation from the AICSCC. The decision of the AICSCC's designated officer in this regard shall be final and binding on the agency.

72. Liability for Loss or Damage

Loss or damage to any material or property of AICSCC either through theft or negligence of the workers shall be made good by the contractor. The decision whether the loss or damage is attributable to the negligence or misbehavior of the workers will rest solely with AICSCC and contractor should make necessary payments without demur or objection, soon after receiving the claim from AICSCC. The value of the loss will be decided by the AICSCC based on accounting principles/ market value. The decision of the AICSCC in this regard will be final and binding on the agency.

- a) The contractor shall not assign, transfer or sublet the contract to any other party. If this happens for any reason, the contract will be terminated immediately without any further notice.

73. Method of payment

- a) AICSCC will make monthly payment of the agreed sum within 30 days from the date of the receipt of the claim along with a copy of the previous month's EPF remittance challan from the contractor. The contractor should pay the workers their wages and other benefits in keeping with the rules and regulations and without any infringement of the proceedings of the District Collector, Chennai, minimum wages Act, Payment of wages Act, Factories Act and other such relevant legal requirements.
- b) The representative of AICSCC will have a right to inspect the records pertaining to payment of monthly wages and dues to the workers and to supervise actual payment of such wages from time to time.

- c) The payment to the workers should be on a fixed date of the month and must be made on such date without fail. The payment should not in any case be delayed or denied on plea that payment for the month is yet to be received from AICSCC.
- d) The contractor shall submit bills to the Principal of the AICSCC on or after the 3rd of every month for the work executed during the preceding month along with the extract of attendance register, duly verified in all respects by the officer at site and certified by the officer in charge. Payment will be made to the contractor against the bills normally within 30 days of receipt of the bills duly verified and certified subject to deduction of tax at source, if any, The bill is subject to deduction towards Income tax including surcharge as applicable for which the bill has been passed will be deducted as tax at source, under relevant government rules. However, if any new legislation comes into effect for deducting the tax at source at any other rate, deduction will be made at that rate. Necessary Income Tax / GST deduction certificate will be issued by the Principal detailing the amount so deducted as tax at source at the time of payment of each bill. The bills are to be submitted in the manner and form that may be prescribed by the Principal, ALL INDIA CIVIL SERVICE COACHING CENTRE Account payee Cheque /ECS/online will be arranged for the amount passed in the bill only after the contractor gives a stamped receipt for the amount and the bills are pre receipted. Since AICSCC is a departmental unit, the bills are presented to Pay and Accounts Office and payment will be made there from. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract. Any liquidated damages due shall also be recoverable from the bills submitted for payment, by the aforesaid officers.
- e) The Officer in charge concerned will have the right to recover liquidated damages for delay or slow progress of the works from the bills submitted for payment. The security deposit with the AICSCC be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account. The final settlement of the bills and

refund/adjustment/appropriation or any amount retained from the running bills of the contractor, shall be made fully after the officer concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count. Unless there are specific reasons, all accounts are expected to be settled within a period of 6 months from the date of completion of contract in all respects

74. Penalty

All the above aspects will be checked **frequently** by the officer in charge from AICSCC for contractual adherence before the payment is sanctioned

- a) Any shortcomings in the above work will result in penalty through deduction in the contract payment up to an extent of 10% of the total contract value for first time and subsequent shortcoming will result in terminating the contract.
- b) Any deficiency in the specified jobs will result in penalty as given above.
- c) Any shortage of workers in a month will be penalized on pro-rata basis per person per day on the monthly contract value. A flat penalty of Rs.2000/- will be levied if the absence is less than 25% and double the amount if the absence is between 25% and 75%.
- d) If any shortcomings/ discrepancies found not rectified, full payment for that month will be withheld until the defect is rectified
- e) The contracting agency would be expected to maintain high standards of quality in cleanliness services in the entire campus as per details given in the Tender document. The Principal or nominated supervisory committee members may make surprise checks from time to time to ascertain the quality of services being provided

75. Period of Contract validity:

- a) The agreement shall be in force for a period of TWO years (24 months) from the date of signing the contract and is liable to be pre-closed by either side at any time by giving notice of not less than 30 days to the other party.
- b) In the event of such pre-closure the remuneration payable by the AICSCC to the contractor in terms of clause shall be limited to the period of agreement as actually worked till the date of pre-closure.

76. Pre-Closure of contract on breach of agreement and specific happenings:

- a) Notwithstanding anything to the contrary stated in the contract AICSCC shall have liberty, at its entire discretion and at any time to pre-close the contract forthwith, upon a breach or default of the terms, conditions covenants and stipulations of the contract either committed by the contractor or by any of his workers employed by the contractor for AICSCC. AICSCC shall be further entitled to pre-close the contract forthwith immediately or any time after the happening of any of the following events.
- b) In case of dispute between the partners of the contract or the death, or adjudication as insolvent of any partner of the firm.
- c) The liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the contractor is a company or a cooperative society.
- d) If any attachment is levied and continues to be levied for a period of seven days upon the contractor's effects of any individual partner for the time being of his firm or any member of his cooperative society.
- e) If the contractor or any of his workers commits or attempts to commit any act which, in the opinion of the Principal, AICSCC, whose decision in that behalf shall be final, is prejudicial to the interest of good name of AICSCC, without assigning any reason thereof.

77. Compliance of Labour Regulations

- a) The contractor will be responsible for all payments due to the workers drafted for contract should indemnify AICSCC against any such liability and from any proceedings in this regard. The contractor shall be responsible for all or any payment of dues to the workers for or under the provisions of:
 - i. Medical treatment for bodily injuries as a result of and in the course of work in AICSCC premises
 - ii. Workmen compensation Act 1923
 - iii. Shops and Establishment Act
 - iv. Payment of Wages Act 1936
 - v. Minimum Wages Act
 - vi. The Child Labour Prohibition & Regulation Acts and all relevant acts
- b) The contractor will make available PF scheme and insurance scheme to his employees as per the employees provident fund act and the employees State Insurance Act if applicable, and be responsible to make monthly deductions on this account from the salary of the employees and credit the same with employer's contributions with the relevant appropriate authorities, if applicable. The copies of the PF and ESI registration certificates should be furnished.
- c) The contractor will comply with the legal requirement of providing welfare and health measures for the benefit of the workers.
- d) The contractor will comply with all the laws of the land and the rules framed there under and that AICSCC shall in no event be liable or responsible for default that may arise out of non-compliance by him of such laws / rules.
- e) The contractor will also indemnify and keep indemnified AICSCC against any damage and / or injury caused to the premises, or to the properties.
- f) Any acquiescence or waiver by AICSCC of any delay, breach or default committed by the contractor, shall not be deemed to be or considered as estoppels against AICSCC or prevent AICSCC from exercising any of its rights under any of the provisions of the contract.

78. Statutory Compliance

- Manpower Agency should comply with all the statutory requirements like Contract Labour, EPFO, ESIC, Gratuity, Bonus, Leave, Professional Tax etc. including the monthly contribution to be deposited with the statutory authorities in respect of the manpower supplied to AICSCC. The Manpower Agency will be solely and exclusively responsible for payment of salaries and other allowance benefits to the manpower supplied to AICSCC.
- The Manpower Agency should submit suitable documentary evidence pertaining to payment of EPFO, ESIC etc. for the manpower supplied to AICSCC.

79. Arbitration

- (a) In case of any dispute arising out of and/ or in interpretation or implementation of any terms of the contract, the dispute shall be referred to the Principal, AICSCC who will either himself arbitrate or nominate an arbitrator to decide on the dispute. The contractor shall have no right to question the nomination of such an Arbitrator.
- (b) If an Arbitrator nominated as above is not in a position for any reason, to complete to the end of the arbitration job, the Principal, AICSCC shall nominate another officer as the Arbitrator and such an officer will either commence the arbitration proceedings de-novo or continue from the stage at which the earlier nominee had left them
- (c) If the officer nominated by Principal ceases to have any connection with AICSCC, the Principal at his/her discretion may permit him/her to continue with the proceedings.
- (d) The decision / award of the Arbitrator shall be final, conclusive and binding on all the parties subject to the provision of the Arbitration & Conciliation Act 1996.

80. Jurisdiction

It is informed that the courts in the city of Chennai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under the

agreement and any award or awards made by the sole Arbitrator hereunder shall be filed in the concerned courts in the city of Chennai only.

81. Any increase in the statutory Levies during the period of contract over and above the quoted rate will be accommodated by All India Civil Service Coaching Centre. Similarly, any reduction in the statutory Levies during the period of contract should be passed on to All India Civil Service Coaching Centre. **If the contractor is found to have willfully concealed the information on this regard, penalty equal to that of the levies so reduced (but was concealed) will be charged against the contractor.**

SCOPE OF WORK:

DUTIES OF ASSISTANT COOK:

- He/she should have passed 8th std.
- He/she should have undergone six months certificate course in Food Production from any of the approved Government Institutions / National Council for Hotel Management / University / Director of Technical Education / Modular Employment Scheme

DUTIES OF WATCHMAN:

- The Job includes, access control i.e., manning, mustering of entry / exit gates, checking and verifying entry and exit of personnel, material and vehicles and supervision of assets within the premises. Entry and exit of only authorized personnel shall be permitted to the premises, round the clock.
- The personnel should be responsible for all police liaison work. The personnel should be responsible for opening / closing of the premises as necessitated /directed by Principal/ premises in charge on working and closed days.
- The personnel should ensure that water taps / lights are not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.
- The personnel should maintain records of inward and outward movement of guests & aspirants.
- The personnel should check damage, theft and pilferage of material by manning static security posts during day and night.
- The personnel should prevent any unwanted / illegal activities and gather intelligence on unauthorized movements / activities. Further, report any illegal activities /movement to the Principal and other authorities.

- The personnel should maintain proper communication system so that they can assemble quickly in case of emergent situation.
- The personnel, in case of any theft during tenure of contract agreement should help to lodge FIR with police, conduct their investigation and submit the report findings to the Principal, AICSCC. The personnel should also be responsible to pursue the theft case with police and related authorities.
- The security personnel deployed should take regular rounds of the premises to maintain vigil and remain alert.
- The security personnel are required to display mature behaviour, especially towards female staff and female aspirants. They must be courteous and polite at all the times.
- The Agency shall provide complete and continuous security measures for the AICSCC assets throughout 24 hours.

CONDITIONS OF CONTRACT- GENERAL INSTRUCTIONS:

TERMINATION OF CONTRACT:

a) Termination for default:

AICSCC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or in part, (i) if the Successful Bidder fails to Provide Manpower/Services within the time period(s) specified in the Contract, or within any extension thereof granted by AICSCC; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of AICSCC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b)

Termination for Insolvency:

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AICSCC may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to AICSCC.

c) Termination for Convenience

AICSCC may by written notice with a period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at anytime for its convenience. The notice of termination shall specify that termination is for AICSCC"s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever. The Director of Anna Institute of Management and Director General of training reserves the rights to terminate all or any of the order at any time without giving and reasons for the same and split up other as authority may deem fit it.

AICSCC OBLIGATIONS & RIGHTS:

- That the **AICSCC** shall pay all the dues under this Agreement to the Service provider within 15 days of receipts of Service Provider's invoice, unless there is a dispute.
- All payments shall be subject to tax deduction at source as per the provisions of The Income Tax Act, 1961.
- That in case of any defects in the services, the **AICSCC** shall have the right to call upon the Service Provider to rectify the defects which shall be so rectified at the cost of the Service Provider.

Payment Terms:

- No advance payment will be made.
- Payment will be released after scrutiny of the invoice submitted along with the required documents against each LOA / Work order along with the submission of

previous month's EPFO/ESIC and other statutory remittances in respect of employees deployed for AICSCC as per Government rules, procedures, guidelines, tender requirement etc. AICSCC will take care to settle the payment to OSAs within a reasonable time of about 30 days from the date of acceptance of claims.

Payment to resources:

- The contract payment to the resources to be done on or before 10th of every month for the previous month's work for the resources whose attendance and required particulars and documents have been received from AICSCC.
- The TDS as applicable should be deducted and certificate should be issued to the resources with submission details to AICSCC.
- The contract payment to the resources should be supported by the documents such as pay slip either through online access or email indicating the breakup details of the payment.
- ID card should be issued within 30 days of contract engagement and submit proof along with claim / bills.
- The payment for statutory authorities such as EPFO and ESIC to be paid properly and proof of document to be submitted to AICSCC with the name, A/c no and details of payment clearly indicated along with the claim for payment. The payment will be released by AICSCC only after verifying these statutory compliances.
- The outsourcing Agency to facilitate the resources with details of statutory payments and also for on-line verification and validation. Failure on this part will be treated a lapse on the part of Outsourcing Agency and action will be taken accordingly.

Payment Claim by Outsourcing Agency at AICSCC:

- Outsourcing Agency to submit claim for payment with Invoice and other support documents for having made the contract payment to the resources including statutory payments to the respective of agencies with details of payment, A/c no, date of payment within 10th of every successive month.

- Late Claim will attract penalty of 0.25% per day on the total claim of respective invoice subject to the maximum of 10% of that Invoice value.
- Payment to the resources and payment to be received from AICSCC should be dealt separately and under no circumstances to be linked. Non receipt of payment from AICSCC should not be cited as reason for default to pay to resources.
- Outsourcing Agency to generate and keep sufficient funds to pay the resources in time without awaiting the funds/ settlement of claim from AICSCC for at least 2 months.
- Payments shall be made promptly by AICSCC, generally within thirty (30) days after acceptance of an invoice by AICSCC.
- The mode of payment will be through Electronic Clearance System(ECS) or crediting in the account of the respective bidder for which bank name, Branch, type of account, account No., etc. or the cancelled cheque / First page of passbook should be furnished.
- Income Tax: As per the Income Tax Act and Rules, Income Tax, Surcharge, Educational Cess etc., and any other appropriate levy to Govt. as may be notified from time to time will be deducted from each bill towards Income Tax Deducted at Source (TDS).
- The Successful Bidder hereby agrees to get the refund of incentive, if the Government or any other appropriate agency reduces the GST or give incentive of any type retrospectively after releasing the Payment failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- All taxes and other levies imposed by Governments in India will be paid actual as applicable.
- The selected bidder's request for payment shall be made to the AICSCC in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations

stipulated in the Contract. The Selected Bidder shall submit the invoice for payment on a monthly basis.

- In case of early termination of the Contract between the AICSCC and the successful bidder, the payment shall be made to the successful bidder as mentioned herewith only towards performance of the contract to the extent not terminated.
- The currency in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the outsourcing agency.
- In case of dispute, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- The TDS amount, Penalty if any, will be deducted from the payment of successful bidder.
- The Taxes as applicable during the contract period as specified in the Tender will be paid by AICSCC. In case, the Taxes have been reduced retrospectively/prospectively, the successful bidder shall be liable to return the same to AICSCC.
- The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. AICSCC will not be responsible or liable for default on payment of taxes to the statutory authorities.

SUB-CONTRACTORS:

The Service Provider shall not sub-contract the job assigned to him without prior written permission of the **AICSCC**.

VIOLATION OF THE AGREEMENT:

If at any stage the Service Provider violates or defaults any provision hereunder, then he shall be solely responsible to the **AICSCC** for any consequence, loss, damage, cost, expense and liability resulting there from.

RELATIONSHIP BETWEEN THE PARTIES:

Nothing contained in this Agreement shall constitute or be construed as creating a partnership, joint venture or similar arrangements between the Parties.

CONFIDENTIALITY:

- The Service Provider acknowledges that the Confidential Information pertaining to the **AICSCC** acquire by its employee, personnel, affiliates and/or partners and its business during the course of this Agreement and agrees:
- To take very prudent measures in best effort manners to preserve the confidential nature of the AICSCC Confidential Information;
- To only use such Confidential Information for the purpose for which such information has been provided in connection with the provisions of the Services; and not to, without the prior written consent of the **AICSCC**, disclose any Confidential Information unless disclosure is required by law, by an order of a Court or Tribunal that to with prior intimation to the **AICSCC**.

INDEMNITY:

- The Service Provider shall defend, indemnify and hold **AICSCC**, its employees and officers and any of its affiliates harmless from and against any and all liabilities (including all costs and reasonable attorney's fees associated with defending against such claims) that may arise by reason of the acts or omissions of the Service Providers or third parties acting on the Service Provider resulting from any breach of any representation and/or obligations and/or covenants of the Service Provider, breach and/or violation of any statutory duties, applicable laws, any form of liabilities arising out of employees disputes.
- Under no circumstances the **AICSCC** shall be liable to the Contractor in contract, for breach of any statutory duty or howsoever otherwise arising and shall therefore not pay any compensation for to the Contractor or to any other third party for indirect, incidental, consequential, special or exemplary damages arising from or in connection

with this Agreement, even if that **AICSCC** has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

- The Contractor agrees that the total liability of the AICSCC including all forms of claims, losses, damages, indemnities, statutory liabilities over and above as mentioned herein, if any, in all events under this agreement shall not exceed the amount of fees/ compensation paid to the Contractor by the AICSCC, in the last month prior to the date in which the claim arises.

Notices:

- Any notice or other document to be given hereunder by either Party to the other shall be given in writing and shall be delivered by hand or sent by registered post with return receipt to the appropriate address as the Party may have subsequently advised in writing before the notice or document was given. Any such notice or other document shall be deemed effectively given upon receipt at such address.

Annexure – II
LETTER FOR SUBMISSION OF TENDER

From

To
The Principal,
All India Civil Service Coaching Centre,
Chennai-28

Date:

Sir/Madam,

Sub: ALL INDIA CIVIL SERVICE COACHING CENTRE -
Tender for the **provision of Manpower agency/ Service providers** for a period of two years - Reg

Ref: **Tender notice No.A1/960/2024 ,dated :07.12.2024**

After reading and understanding the tender conditions, draft agreement format, schedule and specifications in the tender document, I / We do hereby submit my / our tender unconditionally in Annexure I, II, III, IV, V, VII, VIII, IX and X,XI separately.

Signature of the bidder

(Name and designation with office seal)

Encl: As above.

Annexure – III

DETAILS OF MANPOWER EXPERIENCE

(All Columns in this form should be filled-up.)

(The previous experience of services in Manpower agency in previous concerns)

S.No.	Name & addresses of organization with phone nos.	Experience	
		From Date	To Date
	Total		

*If all columns are not filled up, the Bid will be rejected.

*Certificate of satisfactory performance from the employers shall be enclosed.

Annexure – IV

DECLARATION

I, _____ Son of / Wife of Sri _____
Proprietor / Director / Partner of M/s _____

Do hereby solemnly affirm and declare as under: -

1. That I am the sole Proprietor / Partner / Director of the above Firm / Institute M/s _____
2. That I state and declare that the above Firm / Institute M/s _____ has never been debarred and / or blacklisted by Government of Tamil Nadu / Public Sector Unit / Local Bodies / Societies / Boards, etc. Of Government of Tamil Nadu
3. I am aware that in case the above declaration is found to be incorrect or wrong, the Contract if awarded to the firm shall be liable to be blacklisted / debarred for future contract with All India Civil Service Coaching Centre. Any such action shall however be without prejudice to AICSCC's rights under the law.

Signature of the Proprietor / Partner / Director
Sri / Smt. / Miss

Note: The Signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the Tenderer for penal action as decided by the Director General of Training, Chennai-28

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ANNEXURE – V

GENERAL INFORMATION ABOUT TENDERER
(TO BE FURNISHED WITH THE TENDER)

1.	Name Of The Firm And Registered Address:	
2.	Whether It Is Sole Proprietorship /Partnership Firm / Private Or Public Limited Companies/Institute	
3.	Name Of The Sole Proprietor/Names Of Partners/Names Of Directors	
4.	Name Of The Person Authorized To Enter Into And Execute Contract Agreement And The Capacity In Which He Is Authorized	
5.	Permanent Income Tax Account No.	
6.	EPFO Code No. (Copy To Be Enclosed)	
7.	ESI Code No. (Copy To The Enclosed)	
8.	Details Of Current License From Labour Department. (Copy To Be Enclosed)	
9.	Whether The Firm Is Having Branches At More Than One Place? If So, Details	
10.	Number Of Manpower Under The Command Of The Firm	
11.	Experience Data: (Copy To Be Enclosed)	

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12.	Whether Labour Licenses Obtained?(If So, Copy To Be Enclosed)	
13.	Declaration That No Dues To Be Paid By Law Enforcement Authorities Like, EPFO/ESI And No Violation Noted By Labour Enforcement.	
14.	Service Tax Registration No.	
15.	Bank Account No. Along With IFSC Bank Code For ECS.	



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Annexure – VI

This agreement made and executed on this ____ day of ____ 2024 between the All India Civil Service Coaching Centre , Kanchi, No.163/1, P.S.Kumaraswamy Raja Salai, Raja Annamalaipuram, Chennai-28 represented by the Principal, on behalf of Director General of Training, hereinafter called the PRINCIPAL, on the one part and _____,(Name of Successful tenderer) represented by _____, with Regd. Office at _____, on the other part hereinafter called the Service Provider, which term shall mean the official business entity and includes assigns and successors as the case may be.

Whereas the Principal desirous of **“engaging the services of contractors to provide Manpower agency/ Service providers contract services** in accordance with the tender notification **No. A1/960/2024 dated** :07-12-2024.

The Service provider has become the successful bidder for **‘the provision of Manpower agency/ Service providers contract services at the ALL INDIA CIVIL SERVICE COACHING CENTRE, Chennai-28’** detailed in the tender document which forms part and parcel of this agreement.

The contractor has agreed to provide the services as per the tender specification and schedule attached thereto at the prices and in the manner and upon the terms and conditions of the tender for a period of two years from the date of signing the contract at a total cost of Rs. _____ (Rupees _____ Only) per month for the period from _____ to _____ two years).

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NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the TENDER document here in after referred to.
 2. The following documents shall be deemed to form and be read and construed as an integral part of the Agreement, viz:
 - a. TENDER notification no. **No. A1/960/2024 dated:07-12-2024**
 - b. The firm order No. Dated _____
 3. The aforesaid documents shall be taken on complementary and mutually explanatory of another, but in the case of ambiguities or discrepancies shall subject to the provisions of special conditions of services which take precedence in the order set out above.
 4. In consideration of the payment to be made by the Principal to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Director General of Training, Chennai-28 to execute, complete and maintain the works conforming in all respects with the provisions of the TENDER.
 5. The Principal, hereby covenants to pay in full the Monthly contract price, at the time and agreed to the contractor in consideration of the execution, completion and delivery of the work in conformity with the provisions of TENDER.
 6. The Contractor agrees to submit the deliverables at the specified area to the satisfaction of the Principal, along with invoice and the Principal agrees to accord acceptance and clear the payment within a maximum period of 30 days from the date of acceptance.
 7. The Principal, on behalf of the Director General of Training reserves all the rights to deduct the payment for the works not executed during the execution period.
 8. In witness whereof both the parties set their signatures to this agreement on this date of _____ 2024.
-

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Contractor	Principal, All India Civil Services Coaching Centre, Chennai -28
Witness 1: (Signature With Name And Address)	Witness 1: (Signature With Name And Address)
Witness 2: (Signature With Name And Address)	Witness 2: (Signature With Name And Address)



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Annexure – VII

DECLARATION

I, _____ Proprietor / Director / Partner of M/s _
_____ do hereby solemnly affirm and declare that as
on date that there is no litigation current or during the last five years in which is/was
involved.

2. I am aware that in case the above declaration is found to be incorrect or wrong, the
Contract if awarded to the firm shall be liable to be blacklisted / debarred for future
contract with All India Civil Service Coaching Centre. Any such action shall however be
without prejudice to AICSCC's rights under the law.

Signature of the Proprietor / Partner / Director
Sri / Smt. / Miss



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Annexure – VIII

D E C L A R A T I O N

I, _____ Proprietor / Director / Partner of M/s
_____ do hereby solemnly affirm and declare that
as on date our firm / company is not abandoned, prematurely terminated any work order
or resulted inordinate delay of the work.

4 I am aware that in case the above declaration is found to be incorrect or wrong,
the Contract if awarded to the firm shall be liable to blacklisted / debarred for future
contract with All India Civil Service Coaching Centre. Any such action shall however be
without prejudice to AICSCC's rights under the law.

Signature of the Proprietor / Partner / Director
Sri / Smt/ Miss



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Annexure – IX

D E C L A R A T I O N

I, _____ Proprietor / Director / Partner of M/s _
_____ do hereby solemnly affirm and declare that as
on date our firm / company has not undergone any proceedings for bankruptcy,
insolvency or winding up of the firm.

2. I am aware that in case the above declaration is found to be incorrect or wrong, the
Contract if awarded to the firm shall be liable to blacklisted / debarred for future
contract with All India Civil Service Coaching Centre. Any such action shall however be
without prejudice to AICSCC's rights under the law.

Signature of the Proprietor / Partner / Director
Sri / Smt. / Miss



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Annexure – X

DECLARATION

I, _____ Proprietor / Director / Partner of M/s _
_____ do hereby solemnly affirm and declare that as
on date there are no dues to be paid to Law Enforcement authorities, like EPF/ESI and
no violation has been detected by Labour Enforcement Authorities and will Abide by the
Provisions of Contract Labour Regulation and Abolition Act as amended from time to
time

2. I am aware that in case the above declaration is found to be incorrect or wrong, the
Contract if awarded to the firm shall be liable to blacklisted / debarred for future contract
with All India Civil Service Coaching Centre. Any such action shall however be without
prejudice to AICSCC's rights under the law.

Signature of the Proprietor / Partner / Director
Sri / Smt. / Miss



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ANNEXURE –XI

FINANCIAL BID FOR HOUSE KEEPING SERVICE

Tender Inviting Authority: PRINCIPAL, ALL INDIA CIVIL SERVICES COACHING CENTRE, CHENNAI			
Name of Work: House Keeping Service contract for a period of Two Years			
Contract Tender notice No: A1/960/2024 dt:07.12.2024			
Bidder Name			
SI. NO.	Description of work	Monthly RATE To be entered by the Bidder	AMOUNT Rs. P
		Words (Rs.)	
1	Cooking and watchman services Contract for a period of two years a) Wages (Rate per head per day) b) Total Wages c) Taxes, if any d) Amount of ESI, EDF, other Statutory Liabilities to be remitted, if any		
	Total In figures (b)+(c)+(d)+(e)		
	Total in words		

Signature:

Name:

Designation:

Organisation:

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Date:

*Note: The monthly rate should only be quoted which is inclusive of all taxes, incidental expenses, Insurance, ESI, PF, if any , Statutory liabilities if any, etc.

Note:

1. The contract will be for Two Years.
- 2. The bidder is requested to inspect the premises of All India Civil Services Coaching Centre, and acquaint himself before submitting the bid.**

