

Registrar of Cooperative Societies, Tamil Nadu

Request for Quotation (RFQ)

For the Selection of Firm to Provide Technical Resources For RCS Technology Solutions Consolidation

RFQ NO. CO-OP/2952/2025-PMU-1

13th November, 2025

Bid Start Date	13.11.2025
Last Date for Bid Submission	24.11.2025, 11.00 AM
Opening of Technical Bids	24.11.2025, 12 Noon
Evaluation of Technical Bids	24.11.2025, 12 Noon
Opening of Financial bid	24.11.2025, 3.00 PM

Registrar of Cooperative Societies (RCS), Government of Tamil Nadu

Chennai- 600 010

Phone: 044-28364858

Email: rcsitsec@gmail.com | **Website:** <https://www.rcs.tn.gov.in>

Important Notice

This RFQ 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, shall prevail.

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1. SCOPE OF TENDER

1. The Additional Registrar Cooperative Societies, Consumer Activities (“Tender Inviting Authority”, TIA) intends to invite Quotations for the Selection of Firm to Provide Technical Resources For RCS Technology Solutions Consolidation
2. It has been proposed to onboard manpower in the identified division in the department and towards this, quotations are invited from eligible technology firms is being invited through a transparent bidding process.
3. The Selected Bidder shall be empanelled with the TIA, and can also be used by the Registrar of Cooperative Societies for the onboarding of personnel on specified terms and conditions as required in the future by the department.
4. It is to be noted that any additional resource required by the department the bidder in addition to those mentioned in clause 1.3 shall be considered Additional Resource Requirement (ARR). ARR is allowed up to 25% of the present value of the work order subject to the provisions of TINTT Act 1998 and Rules 2000. The bidder shall furnish an estimate for the ARR and the department reserves the right to review the ARR proposal from the bidder and approve the ARR with modification / reduction of the cost. The decision of the department on the value of the change request is final.
5. The scope shall broadly include the following:
 - a. The Selected Bidder should provide manpower for various categories which include:

Level	Indicative Roles
Category 1: Dashboard Developer/ BI Tool Analyst	Resource to structure and build Data Lake followed by the required visualisations of the different divisions as identified by the department
Category 2: Developer - 2 in number	Developers with relevant platform expertise as will be specified by department and experience of 2-3 years

- b. The list of resources required, their educational qualification and the minimum experience will be prescribed by the TIA at the time of recruitment of personnel, on a case-to-case basis.
 - c. For each role, the Selected Bidder shall identify and finalise three qualified profiles after conducting interviews and the Authority shall select one of them for the given role. The

Selected Bidder has to appoint the individual after the authority's confirmation. The remuneration for such candidates shall be as proposed under this RFQ.

- d. The interview process, logistics; candidate coordination and certificate verification shall be the responsibility of the Selected Bidder.
 - e. As part of the Screening Process, the following shall be mandatorily checked, and minimum thresholds shall be prescribed by the Authority for each role:
 - i. Educational qualification, from a recognized institution (only full-time courses to be considered).
 - ii. Years of full-time work experience and Relevant work experience
 - iii. Marks secured in Class 10, Class 12, Under Graduation or Post – Graduation.
 - f. The Authority may request the Selected Bidder to select and appoint candidates from specific reserved categories if needed.
 - g. PF and ESI will be borne by the Selected Bidder. The selected Bidder should pay the entire amount to deployed personnel and should produce proof of payment to the complete satisfaction of the department, and the payment to the Selected Bidder shall then be made.
 - h. The Selected Bidder should depute the resources within 15 days from the date of notification.
 - i. The Selected Bidder should be able to identify resources for the roles as prescribed by the department
 - j. The deployment shall be anywhere in the state of Tamil Nadu.
 - k. Frequent change of persons will not be entertained. The person(s) deployed for a particular position should work in that position for a period of at least 6 months from the date of joining continuously unless there are specific unavoidable circumstances, to be approved by the Authority.
 - l. Payments will be made based on actual days worked in the month for all the roles as per the requirements of the Department. However, the TIA reserves the right to call any individual for services on a non-working day as required on an intermittent basis.
 - m. The Selected bidder must ensure that the appointed staff possess the ability to read, write and speak in Tamil.
6. The deployed resources shall be purely on temporary basis and their deployment shall not confer on them the right to any permanent employment with the Government.

Additional Registrar, Consumer Activities,
Office of the Registrar of Cooperative Societies,
NVN Maaligai Complex,
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Chennai-600 010, Tamil Nadu.
Phone: 044-28364858.
E-mail: **rcsitsec@gmail.com**

2. NOTICE INVITING E-TENDER

The bidding will be conducted as per the provisions of the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000. Bidders shall submit their technical and financial bids separately.

1.	Name of the work	:	Request For Quotation (RFQ) for the Selection of Firm to Provide Technical Resources for RCS Technology Solutions Consolidation
2.	Tender Documents Available at	:	www.rcs.tn.gov.in
3	Tender Inviting Authority	:	Additional Registrar, Consumer Activities, Office of Registrar of Cooperative Societies, Tamil Nadu
4	Quotation Validity Period	:	180 days from the Bid Submission End Date
5	Earnest Money Deposit (EMD)	:	Rs. 1,00,000 /- (One Lakh only) to be paid through e-bid portal. EMD exemption will be given to MSEs with valid Udyam Certificate.
6	Security Deposit	:	2% of the Contract Value
7	Method of selection	:	Least Cost Method
8	Whether consortiums are permitted	:	No
9	Bid Start Date	:	13.11.2025
10	Last Date for Bid Submission	:	24.11.2025
11	Tender Opening Date	:	24.11.2025, 12:00 Noon
12	Evaluation of Technical Bids	:	24.11.2025, 12:00 Noon
13	Opening of Financial Bids	:	24.11.2025, 3:00 pm
14	Contract Period	:	The tenure of Contract is one year from date of signing Contract.

The TIA reserves the right to amend or withdraw or add to any of the Terms and Conditions in the Tender Document or to cancel/ reject all the tenders received without giving any notice or assigning any reason.

The Bidders are advised to regularly check the above website for any changes/ amendments/ corrigendum in the Tender which may be issued up to 2 days before the last date for submission of the Tender.

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3. SPECIAL INSTRUCTIONS FOR SUBMISSION OF BIDS & CHECK LIST

- I. All pages of the Bid should be signed by authorized signatory whose name should be communicated to the Department with office seal without any omission.
- II. The EMD enclosed for the bids should be identified as the documents submitted by the Bidder over the signature with office seal.
- III. Any document/ credential submitted without signature of authorized persons will not be considered for evaluation.
- IV. Bidders should produce the originals for the performance/ client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.

4. INSTRUCTIONS TO BIDDERS (ITB)

I. GENERAL INSTRUCTIONS:

The Bidders are requested to go through the instructions, terms, conditions and specifications given in the Tender Document carefully. Omission or Failure to furnish any or all the required information in the Tender Document shall result in rejection of their bid.

II. BID DOCUMENT:

The Bid Document consists of the following

1. Scope of Tender
2. Notice Inviting Tender
3. Special Instructions for submission of technical bids and Check list
4. Instructions to the Bidders (ITB)
5. Special Terms and Conditions of the Contract
6. Eligibility Criteria
7. Financial Bid
8. Statements, Declarations and Formats

III. ELIGIBILITY CRITERIA:

As per Section 6 titled “Eligibility criteria”.

IV. CLARIFICATION REGARDING THE E-TENDER CONDITIONS

A Bidder requiring any clarification with respect to any e-tender condition may reach out to the department on the email provided. The Authority will, on receiving the queries, respond to relevant queries and the same will be communicated via email. However, correspondence in this regard or delay in getting reply from TIA shall not be taken as an excuse for delayed submission of e-tender or non-submission of tender. The clarifications to the relevant queries will be provided on email and it shall be the responsibility of the bidders to check the websites regularly.

V. AMENDMENTS TO THE TENDER

- a. The TIA reserves the right to amend the tender conditions on the basis of clarifications sought for by the prospective Bidder, solely at its discretion up to 48 hours before the last date of submission of Tender. Such amendments shall be uploaded on the Websites specified.
- b. Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading on the website. No separate emails shall be shared with the bidders.
- c. At its discretion, the TIA may or may not extend the due date and time for the submission of bids on account of amendments/ corrigenda, if any, issued subsequent to the date of Notice Inviting Tender.
- d. All the Bidders must periodically browse the above website for any amendment or corrigendum issued in connection with this Tender. The TIA will not be responsible for the failure of the Bidder to update or to have a comprehensive understanding of the provisions of this tender document including the changes announced through the websites.

VI. LANGUAGE OF THE BID

The bid, all correspondence and documents pertaining to the bid and the contract exchanged shall be written in the English language.

VII. CURRENCY OF BID & PAYMENT:

All prices and rates quoted by the Bidder shall be entirely in Indian Rupees only. All the payments shall be made in Indian Rupees only.

VIII. DOWNLOADING OF TENDER DOCUMENT:

- a. The tender document can be downloaded from the RCS official website. Bids should be submitted in-person at the address provided. Submission of tender documents in any other form

will be rejected.

- b. The Bidder shall download corrigendum, if any, published subsequently and submit along with the tender otherwise, the tender will be rejected. It is the responsibility of the Bidder to check and have knowledge of any corrigendum/ amendment/ clarifications issued and uploaded on the above websites.
- c. The Bidder shall download tender documents in original without any change/ addition/ deletion and correction. If any change/ addition/ deletion is detected at any stage after the award of the tender, the EMD as well as Security Deposit (SD) remitted by the Bidder will be forfeited without any intimation and the Bidder will also be black listed from participating in the subsequent tenders. Besides, such Bidders are liable to be prosecuted.

IX. COST OF TENDERING

The Bidder shall bear all costs involved in the preparation and submission of tender and the TIA shall in no case be responsible or liable for the costs of tendering incurred by the Bidder, irrespective of the outcome of the tenders.

X. BID VALIDITY

Bid shall remain valid for a period not less than One Hundred and Eighty days (180 days) after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the TIA as non-responsive. In exceptional circumstances, the TIA may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made by e-mail.

XI. EARNEST MONEY DEPOSIT (EMD):

- a. An Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakh only)** shall be paid along with the Technical Bid by way of Online Payment mode to the account linked with the Tender. The Earnest Money Deposit amount of the unsuccessful bidders will be returned automatically as per the configuration of the e-tender platform. The Earnest Money Deposit amount held by the Department will not fetch any interest till it is refunded to the unsuccessful bidders. The Earnest Money Deposit amount of the successful bidder may be adjusted against the Security Deposit (SD) payable for successful execution of the Contract.
- b. The Earnest Money Deposit amount shall be forfeited if the:
 - 1. Bidder withdraws from the tender process after opening of Technical Bid during the validity

period specified in the tender document.

2. In the case of a successful Bidder, if the Bidder fails to sign the agreement or to remit the Security Deposit within the specified time limit, for delays solely attributable to the Bidder.
3. If the Bidder does not accept the correction of the bid price.

XII. SUBMISSION OF TENDER DOCUMENTS:

- a. The e-tender shall be submitted in two parts i.e., Part-A and Part-B.
- b. Part- A shall contain the EMD and Technical Bid, while Part-B shall contain the Financial-Bid.
- c. The bidders meeting the eligibility criteria should submit their bids in two parts:
- d. **Part (A):** The bidders shall submit the technical bid with the following:
 - i. EMD/ Bid Security.
 - ii. Details and documents in support of eligibility criteria indicated in the bidding document.
 - iii. Letter of authorization of the responsible officer of the bidder to transact business.
 - iv. Any deviations.
- e. **Part (B):** The bidders shall submit a financial bid containing the duly filled in Price Schedule (Section 7). Please note that Bidder runs the risk of its bid being rejected if the Price Schedule contains any conditions. The prices shall be quoted strictly as per the price schedule format provided in the bidding document without any change or alteration.
- f. Both Part A and Part B shall be submitted in-person at the specified address as separate attachments.
- g. The bidder should follow the instructions provided in this RFQ for submitting the tender documents.
- h. The bidder must ensure that all required documents are submitted before the submission deadline. The department will close bid submission after the lapse of the bid submission date.
- i. The bidder shall not be allowed to alter or amend the tender documents once they have been submitted to the department.
- j. The bidder shall be solely responsible for the accuracy and completeness of the tender documents submitted to the department.

- k. In case of any issues faced during the submission process, the bidder should contact the TIA on the contact details provided in the RFQ for assistance.
- l. The bidder shall be required to comply with all other applicable rules and regulations related to tendering in Tamil Nadu.
- m. The bid shall be typed and signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney initialed duly notarized accompanying the bid.
- n. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

XIII. PERIOD OF CONTRACT

The tenure of the contract is for 1 year from the date of signing the contract.

XIV. RE-BID SUBMISSION AND WITHDRAWAL OF TENDERS

- a. Bidders may re-submit or withdraw their tenders in the department as per TN Tender Transparency Rules, 2000. In case of rebid, only the last submitted bid shall be accepted.
- b. No Bidder shall be allowed to withdraw/ re-bid the tenders after the last date of submission.
- c. Withdrawal or re-bid submission of tender between the deadline for submission of tenders and the expiration of the original period of validity specified or as extended period may result in forfeiture of the EMD.

XV. OPENING OF TENDERS

- a. Tenders will be opened at the scheduled date and time as communicated by the Authority and as displayed on the e-tender platform.
- b. The Tenders received after the due date and time will not be considered.
- c. If the day fixed for opening of the tender happens to be a Government holiday for any reason, the sealed tenders shall be opened on the next working day at the appointed time.
- d. Part - A - Technical Bid shall be opened first. The supporting documents shall be cross-checked as required.
- e. The Part - B - Financial bids of the shortlisted bidder alone will be opened after evaluation of technical bids and the date and time will be intimated only to the bidders whose technical bids are responsive and selected.

XVI. CRITERIA FOR EVALUATION OF TECHNICAL BID

- a. Any Tender not containing the required documents and not fulfilling the eligibility criteria indicated in the Tender document shall be summarily rejected.
- b. Prior to the detailed evaluation of bids, it shall be checked to determine whether each Bid (a) has been properly signed (b) is accompanied by the required EMD and (c) is substantially responsive to the requirements of the Bidding documents.
 1. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation.
 2. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the supply; (b) which limits in any substantial way, inconsistent with the tender documents, the Department's rights or the Bidders obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

XVII. OPENING OF FINANCIAL BID (PART - B)

- a. Only the Financial Bids of the Bidders who are qualified in the Technical Bid shall be opened.
- b. The date and time of opening of Part - B - Financial Bid will be intimated separately to the above qualified Bidders.

XVIII. EVALUATION OF THE FINANCIAL BID

The Financial Bid of the technically responsive bids received shall be evaluated and compared in accordance with the criteria specified. In the evaluation of the Financial Bid, the following procedures shall be adopted as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000.

The Financial Bids of the Bidders who are qualified in the Technical Bid shall only be opened. The date and time of opening of the Financial Bid will be intimated separately to the above Technical Bid Qualified Bidders. The Financial Bid will be opened on the intimated date and time as intimated to the qualified bidders.

In determining the lowest evaluated price, the following factors shall be considered.

- a. The quoted price shall be corrected for arithmetical errors.
- b. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.

- c. The amount stated in the bid will be adjusted by the Department in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the bid will be rejected and the EMD may be forfeited.
- d. Provided that where more than one Tender is submitted by the same Bidder, the lowest eligible financial tender shall be considered for evaluation.
- e. The Department is empowered to negotiate with the successful Bidder.

XIX. BID EVALUATION METHODOLOGY

The contract will be awarded to the successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated financial bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

XX. AWARD OF CONTRACT

- a. The tenderer who has quoted the lowest total cost of Resources will be declared as L1 bidder and called for price negotiations.
- b. Upon finalization of price, the Department will issue the Letter of Acceptance (LoA) to the L1 bidder.
- c. The Department reserves the right to award the contract (either at the commencement or at any point during the contract period) to other Technically Qualified Bidders who are matching the negotiated price of the L1 bidder, in accordance with Clause 31(4) of the Tamil Nadu Transparency in Tenders Act, 1998 read with the Tamil Nadu Transparency in Tenders Rules, 2000.
- d. In case the Authority is not satisfied with the resource's performance or in case of any complaints about the performance of the resource, the authority reserves the right to award parts of the work to other Technically Qualified Bidders who are matching the negotiated price of the L1 bidder, in accordance with Clause 31(4) of the Tamil Nadu Transparency in Tenders Act, 1998 read with the Tamil Nadu Transparency in Tenders Rules, 2000.

XXI. RIGHT TO ACCEPT/ REJECT ANY OR ALL BIDS

The Tender Accepting Authority reserves the right to accept or reject any or all of the tenders including the lowest in full or in part without assigning any reasons thereof and without thereby incurring any liability to the Bidder or Bidders who may be affected financially or otherwise to this effect.

XXII. PAYMENT OF SECURITY DEPOSIT (SD)

- a. The successful Bidders shall be required to furnish a Security Deposit equivalent to 2% (Two percent) of the value of the work order as a guarantee for the performance of the Contract. The EMD may be adjusted against the Security Deposit. After adjusting the EMD, the successful Bidder shall pay the balance amount through Online Payment Mode within 15 days from the date of issue of Letter of Acceptance or it may be in the form of unconditional **irrevocable Bank Guarantee valid for 13 months**. Failure of the successful Bidder to furnish the Security deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. Exemption from payment of Security Deposit will not be allowed under any circumstances.
- b. The Security Deposit shall be released to the Successful Bidder after the performance of the Contract in full without deficiency or default and to the entire satisfaction of the Department. The Security Deposit so held by the Department, shall not earn any interest till it is released to the Successful Bidder. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.
- c. The Security Deposit shall be forfeited if the Successful Bidder fails to execute the Master Service Agreement within the stipulated time or fails to perform the contract or part of the contract. The Security Deposit shall also be liable for forfeiture for violation of any of the tender conditions.

XXIII. EXECUTION OF MASTER SERVICE AGREEMENT

- a. The successful Bidder shall execute the Master Service Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs. 100 within 15 days from the date of issue of the Letter of Acceptance (LOA) of the Contract with the Department. The Master Service Agreement shall be part and parcel of the Contract and binding on the Department and the Successful Bidder. In case of any difference or contradiction in the recitals in the Tender Document and the Master Service Agreement, the recitals in the Master Service Agreement shall prevail over those in the Tender Document.
- b. The Successful Bidder shall not assign or make over the Contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the Contract or any part thereof.

XXIV. INTERPRETATION

If any question/ doubt arises with reference to the interpretation of any provisions of the Tender

Document, the decision of the TIA or the nominated officer shall be final and binding.

XXV. CORRUPT OR FRAUDULENT PRACTICES

The Department requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Department defines for the purposes of this provision the terms set forth below as follows:

- a. 'Corrupt practice' means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the evaluation process or in contract execution.
- b. 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract/ supply to the detriment of the Department and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Department of the benefits of free and open competition.

The Department shall reject a Quotation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Department shall declare a firm ineligible either indefinitely or for a stated period of time to be awarded a contract if at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

5. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

The Special Terms and Conditions of the Tender shall supplement the “INSTRUCTIONS TO THE BIDDERS.”

I. RELEASE OF WORK ORDER

The Work Order shall be issued to the successful Bidder by the TIA only after the Security Deposit is paid as per Section 4, XXII and the Master Service Agreement is executed, with the Department of Tribal Welfare as per Section 4, XXIII.

II. RIGHT TO VARY QUANTITIES

The Department reserves the right at the time of award of contract to increase or decrease the quantum of resources originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

III. NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, the successful bidder will be notified on the acceptance of their bid by means of Letter of Acceptance (LoA).

IV. OTHER INSTRUCTIONS TO BIDDERS

- a. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
- b. The Tender Inviting Authority reserves the rights to seek additional information from the bidders, if found necessary, during the evaluation of the bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought, may be a ground for rejecting the bid.
- c. The payment schedule will be as per the terms of payment indicated in the bidding document only.
- d. Bidders shall quote firm prices against each of the schedules as detailed in the price bid. No conditional discounts shall be quoted in the bid, for example, discounts based on conditions linked with bid/ performance security/ guarantees, advance payments, selection of combination of products or product options, number of personnel etc. Price bids with such conditional discounts would be summarily rejected.
- e. All rates and lump-sum amounts, if any, shall be firm throughout the duration of the contract

and no deviations shall be entertained except specifically provided for in the bidding document.

- f. The Department will make all payments to the Selected Bidder for the resources provided satisfactorily on a monthly basis in accordance with relevant clauses of conditions of contract on submission of the documents prescribed. **The payments for subsequent months will only be made if the documents for the previous month are submitted.**
- g. In case any person engaged by the Selected Bidder is found to be inefficient, quarrelsome, infirm and invalid or found indulging in unlawful or union activities, the Selected Bidder will have to replace such person with a suitable substitute at the direction of the competent authority of the end user, within the period specified by the Department.
- h. The Selected Bidder will be required to remove or replace any of its resources whose duty has not been found satisfactory by the Department.
- i. The Selected Bidder must employ qualified/ competent resources on site for the execution of the agreed tasks.
- j. The Selected Bidder shall employ the resources after verifying the character and antecedents before engaging into the job.
- k. Increase in Payment: Price increase is not applicable during the tenure of the contract.
- 1. The Selected Bidder shall be responsible for fulfilling all their obligations towards the persons deployed under Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act or any other provision or act relevant to the deployment of manpower if applicable based on the role. Their responsibilities also include depositing of employee's and principal employer's share of statutory contributions with the ESI/EPF authorities at their own level and maintenance of such record as per rules. They should furnish proof of deposit of such contributions to the appropriate authority along with bills for the next month and should also arrange to open such EPF/ESI accounts etc. of the eligible employees deployed by them. The tenderer shall also remit GST and any other tax payable to the Government due to him towards the services provided to the Department. In case of failure on the part of the Selected Bidder to deposit EPF/ESI etc. or Govt. taxes, if any, with the concerned authorities within the stipulated period the tenderer shall be liable to pay the penalty as imposed by such authority.
- 2. Any obligation and/or formalities which are required to be fulfilled under the contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Selected Bidder at his own expenses etc, and the Selected Bidder shall report the compliance thereof to the TIA. The tenderer shall be liable for violation of any provisions of the said Act or any other

Act.

3. In case of any unfortunate incidents, the Department will not be held liable for any compensation etc. The medical expenses, compensation etc., should be borne only by the tenderer.
4. In the course of discussion and instruction, the Department may disclose information of confidential and proprietary nature relating to its products, know-how, to the Tenderer. Such information shall be considered as confidential.
5. The Selected Bidder has to maintain all the appropriate records at its own cost as required by the Department. In case of any violation of any statutory provisions under any applicable law related to the contract, the liability of the same shall devolve on the Selected Bidder and not on the administration.
6. The payment against bills shall be made within 15 days of submission of bills. The bill submitted by the Selected Bidder every month has to be accompanied by the exact data on resources provided and works carried out. The payment against the bill shall be made upon the verification of attendance/ work sheets of the person deployed every month.
7. The claim should be based on the category wise number of resources deployed in service in each month, for which the Authority may prescribe a mechanism for capturing attendance – which may include registers or app-based attendance.
8. TDS will be deducted by the Department for the entire amount including monthly payments payable to the deployed personnel. The applicable GST will be paid by the Department along with monthly payments.

V. SIGNING OF CONTRACT

The successful bidders are required to sign the contract agreement within 30 days of the date of issuance of Letter of Acceptance (LoA) and detailed order. Until the contract is signed, the LoA and the detailed order remain binding on both the parties.

VI. PENALTY

- a. Failure to depute the manpower within 30 days of notice will attract a penalty of 0.1% per day of the approved monthly cost of the persons/positions not deputed.
- b. Change of persons within 6 months will attract a penalty of 5% of the approved monthly cost of the persons / positions.

VII. CONFIDENTIALITY

- a. The Selected Bidder and his staff must not disclose to any person (other than a person authorized by the authority) any information acquired by them in connection with the contract.
- b. Without prejudice to the generality of the previous condition, the Selected Bidder and his staff must not disclose to any person (other than a person authorized by the authority) any information acquired by them in connection with the provision of the services which concerns the Department, its staff or its procedures.

VIII. DATA PROTECTION

- a. The Selected Bidder must protect personal data and in particular the Selected Bidder must ensure compliance with the Department's security arrangements and ensure the reliability of its staff who have access to any personal data held by the Department. In addition, if the Selected Bidder is required to access or process personal data held by the Department, the Selected Bidder shall keep all such personal data secured at all times and shall only process such data in accordance with instructions received from the authority.
- b. The Selected Bidder shall indemnify the Department against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person as a result of the Selected Bidder's unauthorized and/or unlawful processing or the Selected Bidder's destruction and/or damage to any personal data held by the Selected Bidder, his employees or agents.

IX. INDUCEMENTS TO PURCHASE

The TIA shall be entitled to terminate the contract and to recover from the Selected Bidder the amount of any loss resulting from such termination in the following circumstances:

- a. If the Selected Bidder, shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the contract or any other contract with the authority or any health authority, or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Department or any health authority.
- b. If such acts shall have been done by any person employed by the Selected Bidder or acting

on its behalf (whether with or without the knowledge of the Selected Bidder).

- c. If in relation to the contract or any other contract with the Department or any health authority the Selected Bidder or any person employed by him or acting on his behalf shall have committed any offence like indulging in corruption or shall have given any fee or reward to any officer of the Department which shall have been exacted or accepted by such officer.

X. PUBLICITY

The Selected Bidder shall not advertise or publicly announce that it is providing services or undertaking the works for the authority. The Selected Bidder shall be permitted to use the Work Order of this engagement as a credential in other projects.

XI. INDEMNITY

- a. Neither Party shall be liable to the other Party for any loss or damage, costs or expenses incurred or suffered by the other Party as a result of any breach of the terms of the Contract, unless the same were in the reasonable contemplation of the Parties at the time when they entered into the Contract.
- b. The Contract Price of the Services under the Contract has been negotiated and agreed on the basis that the Parties may limit their liability to each other as set out in the Contract and the Parties, each, confirm that they will themselves bear or insure against any loss for which the other Party has limited its liability under the Contract.

XII. LIABILITY FOR LOSS OR DAMAGE

- a. The Selected Bidder shall indemnify and hold the Department harmless from all loss or damage to any of the properties/ assets furnished under this contract, the Selected Bidder shall procure and maintain during the term of this contract, and any extensions thereof, full insurance acceptable to the Department. The Selected Bidder's insurance coverage shall apply to all workers who are at the operation level of the assets.
- b. Prior to the commencement of work here under, the Selected Bidder shall furnish to the Department a copy of the insurance policy or policies, or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.
- c. Any failure to agree as to the responsibility of the Government or the Selected Bidder under this clause shall, after a final finding and determination by the Department, be

considered a dispute within the meaning of the "Disputes" clause of this contract.

XIII. PAYMENT

- a. An invoice shall be rendered on the Selected Bidder's own invoice form to the Department, in monthly intervals clearly marked with the authority's order number.
- b. Invoices shall show the period and the amount of the services for which payment is claimed and any other details the Department may determine as being part of the service specification.
- c. Invoice shall accompany with following documents
 1. Resources cost as per deployed personnel, that shall be paid through bank only. Bank transfer sheets considered as evidence of transactions to be submitted for the previous Month.
 2. Reports (physical/ digital, as may be prescribed by the Authority) on work done by the resources in the Current Month .
- d. The Department shall pay to the Selected Bidder within 15 days of the receipt of a valid invoice along with supporting documents.
- e. Whenever under the contract any sum of money shall be recoverable from or payable by the Selected Bidder, the same may be deducted from any sum then due or which at any time thereafter may become due to the Selected Bidder under the contract or under any other contract with the Department.
- f. If for any reason the contract comes to an end other than at the end of a completed calendar month, the Department shall pay the Selected Bidder for the work completed till the date of termination of the contract.

XIV. TERMINATION OF CONTRACT

1. Termination for Default:

- a. Without prejudice to any other remedy available for the department for levying penalty or any other remedy, Contract will be liable for termination in part or whole if Selected Bidder fails to fulfill its any of the obligations under the contract.
- b. The Department may, without prejudice to any other remedy for breach of Contract by the Successful Bidder, terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Successful Bidder.

1. If the Successful Bidder fails to perform any of the obligation(s) under the Contract.
 2. If the Successful Bidder is found to have been involved in fraudulent, corrupt, and unfair practices in competing for or in executing the Contract.
- 2. Termination for Insolvency:** The Department may at any time terminate the Contract by giving 15 days' written notice to the Successful Bidder without compensation to the Successful Bidder and without incurring any liability if the Successful Bidder becomes bankrupt or otherwise insolvent. Such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.
- 3. Termination for Convenience:** The Department may terminate the Contract in whole or in part at any time during the validity period of the Contract for its convenience by giving 15 days' written notice and without compensation to the Successful Bidder. The notice of termination shall specify that termination is for the Department's convenience, the extent to which the Contract is terminated, and the date upon which such termination becomes effective. The termination of the contract is without prejudice to the penal consequences and damages for which the Successful Bidder shall be liable for violation of the Contractual obligations.
- 4. Termination for Corrupt or Fraudulent practices:** The Bidders shall be required to observe the highest standard of ethics during the evaluation and execution of supply. In pursuance of this policy, the Department defines for the purposes of this provision the terms set forth below as follows:
- a. 'Corrupt practice' mean offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the evaluation process or in contraction execution.
 - b. 'Fraudulent practices' means a misrepresentation of facts in order to influence the evaluation process or execution of a contract/ supply to the detriment of the Department and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Department of the benefits of free and open competition.
 - c. Will reject a Quotation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - d. Will declare a firm ineligible either indefinitely or for a stated period to be awarded a contract if it any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

XV. FORCE MAJEURE

- a. Force Majeure means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault of negligence and not foreseeable. Such event may include but are not limited to the acts of Nature such as fire, floods, epidemics, etc., and other events such as wars, revolutions, quarantine restrictions, etc.
- b. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Department of such conditions and the causes thereof through e-mail within 24 hours of such event. The e-mail communication shall be followed by a report with documentary evidence to be sent to the Department within 3 days from the date of occurrence of such event. Unless otherwise directed by the Department in writing, the Successful Bidder shall continue to perform his obligations under the Contract to a reasonably practical extent and shall seek all reasonable alternative means for effective performance of the Contract in time.
- c. In the event of Force Majeure, the delivery period will be extended for a period equivalent to the period during which Force Majeure event was in existence. For this period the Successful Bidder shall not be liable to pay penalty. Further if the performance in whole or part, of any obligation under this Contract is prevented or delayed by reason of Force Majeure for a period exceeding 21 days, the Department may at its option and discretion terminate the Contract.
- d. The price quoted by the Bidder and accepted by the Department shall remain fixed and firm during the extended period during which Force Majeure was in existence. Force Majeure shall not have any bearing on the price quoted by the Successful Bidder in the Tender.

XVI. GRIEVANCE REDRESSAL

- a. As the Government is the Appellate authority, the Bidders may appeal to the Government for any of their grievances.

XVII. CONCILIATION & ARBITRATION

- 1. Conciliation:** If any dispute or difference arises between the Department and a Successful Bidder with regard to the Contractual obligations, the same shall be referred to a Conciliator and settled by Conciliation as per the provisions of the Arbitration and Conciliation Act, 1996. The Conciliator shall be nominated by the Registrar of Cooperative Societies, Tamil Nadu. Conciliatory efforts are mandatory in tune with the Alternative Disputes Resolution (ADR) process before invoking the Arbitration Clause. The Conciliator shall endeavor to conclude his proceedings within three weeks from the date of reference of a dispute or claim to him.

- 2. Arbitration:**

- a. In case of any dispute or difference arising between the Department and the Successful Bidder

relating to any matter arising out of or connected with the Contract which remains unsettled even after Conciliation, such dispute or difference shall be referred to the Arbitrator nominated by the Registrar of Cooperative Societies, Tamil Nadu. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason must discontinue the Arbitration before completion of the arbitral proceedings, Registrar of Cooperative Societies, Tamil Nadu shall nominate another eligible and suitable person as Arbitrator and such Arbitrator may continue the proceedings from the stage at which his predecessor has discontinued or may proceed de novo. The Arbitral Award shall be final and binding on both the Department and the Successful Bidder. No part of the Contract shall be suspended by the Successful Bidder on the ground of pendency of the Arbitral Proceedings.

- b. The venue of Arbitration shall be at Chennai. The language to be used in the Arbitral proceedings shall be in English.

3. Jurisdiction

- a. The courts in the city of Chennai alone shall have the jurisdiction to try any matter or dispute or reference between the Department and the Successful Bidders arising out of the Contract.

6. ELIGIBILITY CRITERIA

Sl.	Criteria	Proof to be submitted	Details of Proof Submitted and Pg. No. in the bid where the proof can be found		
1	The bidder must be a Proprietorship or Partnership or Private Limited or Public Limited or LLP registered under the relevant act.	1. Certificate of Incorporation. 2. Udyam certificate (if MSME)			
2	The Bidder must be a Selected Bidder in the field of Identification of equivalent resources and should have experience of at least three years on the date of bid submission. The experience should be as a firm providing technical/ training resources.	Documentary evidence such as work orders to show the engagement for having experience of at least three years in identification of resources.	Proof of being in the business of identification of resources		
			Work Order 1 – Enter name and date of work order alongside	<Name of project>	<dd-mm-yyyy of work order>
			Work Order 2 – Enter name and date of work order alongside	<Name of project>	<dd-mm-yyyy of work order>
			Work Order 3 –	<Name of project>	<dd-mm-yyyy>

Sl.	Criteria	Proof to be submitted	Details of Proof Submitted and Pg. No. in the bid where the proof can be found			
			Enter name and date of work order alongside		of work order>	
3	The annual turnover of the bidder should be at least Rs. 3 (Three) Crore in all three of the last three financial years (2022-23, 2023 - 24 and 2024-25).	Audited P&L statement for the last 3 FYs (2022-23, 2023-24 and 2024-25). & FORM TECH 3	Revenue for FY 22-23			
			Revenue for FY 23-24			
			Revenue for FY 24-25			
4	The bidder should have satisfactorily provided a minimum of 5 technical resources for a given project throughout the year in any of the last three financial years 2022-23, 2023 - 24 and 2024-25 for the categories mentioned , either	CA audited statement of resources cost for a minimum of 5 personnel employed throughout the year in any of the last three years (2022-23, 2023 - 24 and 2024-25) should be submitted.		FY 22-23	FY 23-24	FY 24-25
			No. of personnel deployed			
			Resources Cost as WO			

Sl.	Criteria	Proof to be submitted	Details of Proof Submitted and Pg. No. in the bid where the proof can be found			
	in single contract or multiple contracts (not more than 3) in the same year.					
6	The bidder should have a full-fledged permanent or branch office in Chennai/ Tamil Nadu.	Proof for Chennai/ Tamil Nadu office address. Otherwise, the bidder should give an undertaking that full-fledged office will be established in Chennai/ anywhere in Tamil Nadu within 15 days from the date of issue of Letter of Acceptance.				
7	The bidder should not have been blacklisted by any State/ Central/ Quasi Government bodies and the blacklisting should not be in force as on the date of bid opening.	Self-Certificate on letter head declaring that the bidder have not been blacklisted by any State/ Central/ Quasi Government bodies and the black listing is not in force on the date of bid opening. Format is available in FORM TECH 4.				
8	EMD: Rs. 1,00,000 to be paid by the Bidder	The bidder should have submitted the EMD in the form of DD in the				

Sl.	Criteria	Proof to be submitted	Details of Proof Submitted and Pg. No. in the bid where the proof can be found
	EMD exemption will be given to MSMEs with Valid Udyam Certificates.	specified office.	

7. FINANCIAL BID

Level	Annual Resources Cost (in Rs.)
Category 1: Dashboard Developer/ BI Tool Analyst	
Category 2: Developer - 2 in number	
Total	

Note: The given template should be filled and provided as a pdf document in financial bid.

Place:

Date:

Signature & Seal of the Bidder

8. STATEMENTS, DECLARATIONS AND FORMATS

- **FORM TECH 1: TECHNICAL BID SUBMISSION FORM** *(on the letter head of the Applicant)*

Ref No:

Date:

To,

Additional Registrar of Cooperative Societies
(Consumer Activities)
Office of the Registrar of Cooperative Societies,
NVN Maaligai Complex,
Kilpauk
Chennai- 600 010

Subject: Submission of Technical Bid in response to your RFQ for “Selection of Firm to Provide Technical Resources For eRCS Intra and inter-departmental Integration/ RCS Technology Solutions Consolidation/ Training & Orientation of Employees Cooperative Society Technology Solution” vide RFQ No. < >

Dear Sir,

1. With reference to your RFQ Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for the project ‘**selection of Firm to provide Technical Resources for RCS Technology Solutions Consolidation**’. The Quotation is unconditional and unqualified.
2. I/We are submitting our Quotation as a sole applicant.
3. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Submission End Date specified in the RFQ.
4. All information provided in the Quotation is true and correct and all documents accompanying such Quotation are true copies of their respective originals.
5. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.
6. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Quotation.
7. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

8. I/We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
9. We further certify that neither we nor any of our consortium members have been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the Bid Submission End Date for this RFQ.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors or equivalent / Proposed key personnel for this assignment referenced to their official representation with us.
11. I/We declare that:
 - a. I/We have examined and have no reservations to the RFQ Documents, including any Addendum issued by the Authority.
 - b. I/We do not have any conflict of interest in accordance with the terms of the RFQ Document.
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ document, in respect of any tender or Request for Quotation issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFQ, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
12. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Quotation that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFQ document.
13. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
14. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our affiliates.
15. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of Tamil Nadu] in connection with the selection of consultant or in connection with the Selection Process itself

in respect of the above-mentioned Study.

- 16. I/We agree and understand that the Quotation is subject to the provisions of the RFQ document. In no case, shall I/we have any claim or right if Quotation is not opened or rejected.
- 17. In the event of our firm being selected as the Consultant, I/we agree to enter into a Contract with the Authority.
- 18. This Technical Bid read with the Financial Bid shall constitute the Application which shall be binding on us.
- 19. If negotiations are held during the period of validity of the Quotation, we undertake to negotiate in accordance with the RFQ. Our Quotation is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ.
- 20. We understand you are not bound to accept any Quotation you receive.

In witness thereof, I/we submit this Quotation under and in accordance with the terms of the RFQ Document.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

.....

Name of the Bidder:

Address: -----

● **FORM TECH 2: PROFILE OF THE BIDDER**

The Bidder shall furnish the following details failing which it shall constitute sufficient grounds for disqualification of the bidder.

Sl.	Particulars	Details
1	Name of Bidder	
2	Registered Office Address	
3	Telephone Number	
4	Email & Website	
5	Contact Person	Name: Designation: Mobile Number: Email:
6	Type of Firm/ Company	Proprietorship / Partnership / Pvt. Limited / Public Limited / others (Pl. mention)
7	Year of Establishment	
8	Address of local office located in Tamil Nadu along with the contact number	1. Chennai:
9	GST Registration Number	
10	PAN Number	
11	PF Registration Number	
12	Profile of the bidder	This profile should include at the minimum the following details: <ul style="list-style-type: none"> ● Write up about the Bidder. ● Major business verticals, and revenues in FY 24-25 in each of the verticals.

III. FORM TECH 3: ANNUAL TURNOVER STATEMENT CERTIFICATE

The annual turnovers of M/s. _____ for the past three years are given below and certified that the statement is true and correct.

Sl.	Years	Turnover in Crores (Rs.)
1.	2022-2023	
2.	2023-2024	
3.	2024-2025	

Date:

Name of the Audit Firm:

Seal of the Audit Firm:

Signature of The Auditor/ with Seal Chartered Accountant

(Name in Capital with Registration Number)

Name and Signature of the Authorized Signatory

Note: The bidder should enclose the audited P&L statement for the last three Financial Years (2022-23, 2023-24 and 2024-25).

IV. FORM TECH 4: DECLARATION FOR NOT BEING BLACKLISTED

Date:

DECLARATION FOR NOT BEING BLACKLISTED

I/ We having the registered office at

..... hereby declare that the Firm/ Company/ Institute or its Partners/ Shareholders have not been blacklisted by the Corporation or any Undertaking/ Corporation of the Central/ State Governments/ Quasi Governments.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

.....

Name of the Bidder:

Address: -----

V. FORM TECH 5: POWER OF ATTORNEY FOR SIGNING OF QUOTATION

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Quotation for and selection as the Consultant including but not limited to signing and submission of all applications, Quotations and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts and undertakings consequent to acceptance of our Quotation and generally dealing with the Department in all matters in connection with or relating to or arising out of our Quotation for the said work and/or upon award thereof to us till the entering into of the Contract with Department.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

Notes to Power of Attorney:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 2. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (Rupees One Hundred only) and duly notarized by a notary public.*
- 3. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- 4. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.*
- 5. In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

VI. FORM TECH 6: BANK GUARANTEE FOR SECURITY DEPOSIT

1. In consideration of the Additional Registrar, Consumer Activities from the Office of Cooperative Societies, Tamil Nadu (hereinafter called Tender Accepting Authority “TAA”) having offered to accept the terms and conditions of the proposed agreement between and.....[hereinafter called the said Selected Bidder(s)] for the work(herein after “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/ guarantee from the Selected Bidder(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

2. We.....(Indicate the name of the Bank) (Hereinafter referred to as “the Bank”) hereby undertake to pay to the TAA an amount not exceeding Rs (Rupeesonly) on demand by TAA.

3. We..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from TAA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Selected Bidder(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

4. We, the said Bank, further undertake to pay to the TAA – The Registrar of Cooperative Societies, Tamil Nadu any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the Selected Bidder(s) shall have no claim against us for making such payment.

5. We.....(Indicate the name of the bank)
further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of TAA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Joint Registrar, Cooperative Societies on behalf of TAA certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Selected Bidder(s) and accordingly discharges this guarantee.

6. We.....(indicate the name of the bank)
further agree with TAA that TAA shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said Selected Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by TAA against in the said Selected Bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Selected Bidder(s) or for any forbearance, act of omission on the part of TAA or any indulgence by the TAA to the said Selected Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Selected Bidder(s).

8. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of TAA in writing.

9. This guarantee shall be valid up to Unless extended on demand by TAA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated this _____ Day of _____

For and on behalf of (The Bank)

In presence of

Signature:

Witness 1

Name & Designation:

Authorization No:

Name & Place:

Bank's Seal:

Witness 2

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.