



TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION
TENDER DOCUMENT
FOR
APPOINTMENT OF AGENCY FOR SUPPLY OF MANPOWER TO TAMIL NADU
TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

1.	ADVERTISED ON	:	19.01.2021
2.	PRE-BID MEETING	:	27.01.2021 at 11.00 a.m
3.	LAST DATE & TIME FOR SUBMISSION OF TENDER	:	03.02.2021 upto 11.30 a.m.
4.	DATE & TIME OF OPENING OF BIDS	:	03.02.2021 at 12.00 Noon

TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION
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 68, College Road,
 Chennai – 600 006.

Tamil Nadu, India
 Phone: 044-28275851, 044-28278244
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**TENDER DOCUMENT FOR APPOINTMENT OF
AGENCY FOR SUPPLY OF MANPOWER TO
TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION**

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TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION

1. SCOPE OF THE TENDER

1.1. The Tamil Nadu Textbook and Educational Services Corporation, hereinafter called as the TNTB & ESC, has proposed to engage manpower agency for drawing manpower in various categories viz. Junior Assistants, Technical Assistants, Office Assistants, Drivers, Data entry / Tally operator etc. for its Head Office and Regional Offices for a period of one year from 1st January 2021 to 31st December 2021 and extendable for 3 months or till finalization of next contract with the same rate terms & conditions, in accordance with the procedures laid down in the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000. Interested manpower agency fulfilling all terms and conditions may participate and submit the tender documents.

1.2. TNTB & ESC has proposed to draw 64 no. of candidates on outsourcing basis in various categories viz., MIS Assistant, Junior Assistants / Typists, Technical Assistants, Driver and Office Assistants.

1.3. The successful Tenderers as part of the contract shall supply manpower services to TNTB & ESC in the manner specified in the Tender.

1.4. The Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 shall apply to this Tender.

1.5. The successful Tenderer shall work closely with TNTB & ESC in achieving the scheduled targets.

TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION,
CHENNAI-600 006.

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“EVK Sampath Maaligai”
 No.68, College Road,
 Chennai-600 006.

2.NOTICE INVITING TENDER

Rc.No.13411/A2/2020

Sealed tenders are invited from the manpower agencies under single cover system confirming to Tamil Nadu Transparency in Tenders Act,1998 and Tamil Nadu Transparency in Tenders Rules, 2000.

1.	Name of the work	:	Tender for appointment of agency for Supply of manpower on outsourcing basis to TNTB & ESC for a period of one year and extendable 3 months or till finalization of next contract with the same rate terms & conditions.
2.	Cost of Tender Document	:	Rs.1000/- Payable in the form of Demand Draft/Pay Order drawn from a Nationalised /Scheduled Bank in favour of “ Tamil Nadu Textbook and Educational Services Corporation ” payable at Chennai.
3.	Purchase of Tender Documents from the	:	i) General Manager, Tamil Nadu Textbook and Educational Services Corporation, EVK Sampath Maaligai, 68, College Road, Chennai-600 006. ii). The same may also be downloaded free of cost from the following websites: a) http://www.textbookcorp.tn.gov.in b) http://www.tenders.tn.gov.in
4	Sale period of Tender Document	:	On all working days from 19.01.2021 to 02.02.2021 between 10.00a.m. and 5.00 p.m.
5.	Earnest Money Deposit (EMD)	:	Rs.1,00,000/- (Rupees One lakh only)
6.	Date of Pre-Bid Meeting	:	27.01.2021 at 11.00 a.m
7.	Last Date and Time for Submission of Tender	:	03.02.2021 upto 11.30 a.m
8.	Due date and time for opening of Bids	:	03.02.2021 at 12.00 Noon If the due date happens to be a holiday, the bids will be received and opened on the next working day.
9.	Contract Period	:	One year from the date of agreement.

Consortium bids are not acceptable. For all other conditions / instructions please refer bid document.

The Corporation shall not be responsible for any postal delay or any loss of Tenders in transit. The Managing Director, Tamil Nadu Textbook and Educational Services Corporation reserves the right to amend or withdraw 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 therefor.

The Tenderers are requested to view the above Websites for any changes / amendments / corrigendum to the Tender which may be issued up to 48 hours before the last date for submission of the Tender.

**Managing Director and
Tender Inviting Authority,
Tamil Nadu Textbook and
Educational Services corporation.
Chennai-6**

3. SPECIAL INSTRUCTIONS FOR SUBMISSION OF TECHNICAL BIDS & CHECK LIST

- 3.1** All pages of the Bid should be signed by authorized signatory whose name should be communicated to the TNTB & ESC with office seal without any omission. Facsimile will not be accepted.
- 3.2** The notarized copies of performance certificate and Bankers certificates enclosed for the bids should be identified as the documents submitted by the bidder over the signature with office seal.
- 3.3** Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
- 3.4** Bidder should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.
- 3.5** The downloaded documents shall be properly page numbered and spiral bound and submitted along with necessary documents.

3. 6.CHECK LIST

S. No	Description	Enclosed Yes/No	Page No.
1	Whether Letter of Authorization / Power of Attorney for signing the Tender Document is enclosed on a Non-Judicial Stamp Paper of value of not less than Rs.100/-?		
2	Whether Earnest Money Deposit (EMD) of Rs.1,00,000/-(Rupees One lakh only) in the form of Demand Draft on any Nationalised Bank/Scheduled Bank in favour of the "Tamil Nadu Textbook and Educational Services Corporation, Chennai," payable at Chennai is enclosed?		

S. No	Description	Enclosed Yes/No	Page No.
	If EMD exemption is claimed, necessary document for claiming exemption EMD is enclosed? (ie. NSIC / MSME / DIC certificate)		
3	Whether Profile of the Tenderer as per Annexure I is enclosed?		
4	Whether self attested Photo copies of the recent Income Tax Returns for the last three financial years 2017-18, 2018-19 and 2019-20 are enclosed?		
5	Whether duly attested Photo copy of the Certificate of GST Registration is enclosed?		
6	Whether Audited Balance Sheets along with Profit and Loss Account and Annual Turnover Certificate (Annexure II for the last 3 financial years from 2017-18 to 2019-20 duly certified by Chartered Accountant are enclosed?		
7	Whether the statement of past experience during the last three years in Annexure III is enclosed along with copies of invoices ?		
8	Whether Declaration in Annexure IV for not having been blacklisted either by Tamil Nadu Textbook and Educational Services Corporation or by Central / any State Government and its Public Sector Undertakings / Corporations is enclosed?		
9	Whether Declaration in Annexure V duly signed by the Tenderer is enclosed ?		
10	Whether Terms and Conditions of the Tender in original are duly signed in each page of the Tender Document?		
11	Whether a Declaration in Annexure VI that Tender forms downloaded from the website have not been tampered is enclosed?		

4. INSTRUCTIONS TO THE BIDDERS

4.1. General Instructions :

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

4.2.

S. No	Term/Abbreviation	Definition / Expansion
1	Tenderer/Bidder	Tenderer / Bidder means the party who makes a formal offer in pursuance of this tender.
2	Successful Tenderer	Successful Tenderer means the Tenderer as part of the rate contract through the tender process and whose offer is accepted by the Tender Accepting Authority (at the price arrived at by the Corporation after negotiation with L1).
3	Agency	Agency means the firm who supplies the manpower services
4	Day	A day means a calendar day.
5	Total Cost in the Price Bid	Total Cost means the total expenditure to be incurred by the Corporation to procure the manpower services
6	Purchaser	Purchaser means the Tamil Nadu Textbook and Educational Services Corporation which on behalf of the Government of Tamil Nadu.
7	TNTB & ESC	Tamil Nadu Textbook and Educational Services Corporation.
8	EMD	Earnest Money Deposit
9	SD	Security Deposit
10	GST	Goods and Services Tax
11	MSME	Micro, Small & Medium Enterprises
12	NSIC	National Small Industries Corporation
13	DIC	District Industries Centre
14	ROC	Registrar of Companies
15	MOA	Memorandum of Association

4.3. Bid Document:

The Bid Document consists of the following

- i. Scope of the Tender
- ii. Notice Inviting Tender
- iii. Special Instructions for submission of bids & Check list
- iv. Instructions to the Bidders
- v. Special Terms & Conditions of the Tender
- vi. Letter of the Tenderer
- vii. Statements and Declarations **(Annexure I to VI)**
- viii. Price Bid.

5. DETAILS OF WORK**5.1 Nature Of The Work**

Appointment of Agency for supplying manpower in various categories to TNTB & ESC Head Office and Regional Offices.

5.2 Category Of Workers

• MIS Assistant	2 Nos	Rs. 20,000/- each
• Technical Assistants	10 Nos	Rs. 18,000/- each
• Junior Assistants/Typist	41 Nos	Rs. 15,000/- each
• Drivers	2 Nos	Rs. 15,000/- each
• Office Assistants	9 Nos	Rs. 12,000/- each

The above remuneration is exclusive of employer ESI & PF and Employees ESI & PF.

5.3 Contract Period

The Contract period covers 12 months from the date of Agreement and it may be extendable for 3 months or till finalization of next contract whichever is earlier, subject to same terms and conditions.

5.4. Qualification Criteria**5.4.1. Minimum Eligibility Requirements:**

The Tenderer shall be in the field of supplying manpower to Government or PSUs atleast for a period of last 3 financial years. Necessary proof of document has to be enclosed. Supporting documents to prove experience and satisfactory performance certificate are to be enclosed.

The contractor shall obtain license under Tamil Nadu Contract Labour (Regulation and Abolition Act) and Rules 1975 before the commencement of the work or a license granted by a competent authority of Labour Department of GoI and shall produce the same to TNTB & ESC.

He shall possess valid registration, license and other documents as per rules in force. **(Copy of valid Certificate of Registration, License, under the relevant laws should be enclosed).**

5.4.2. Turnover:

The average annual turnover of the bidder during the last three financial years from 2017-18 to 2019-20 shall not be less than Rs.50,00,000/- **(Attach certificate from Chartered Accountant along with audited balance sheet and Profit & Loss Account statement for the last three financial years).**

5.4.3. Past Experience:

The Tenderer should have past experience of having supplied manpower to Government or Public Sector Undertakings (PSUs) during any one of the last 3 financial years. **(Supporting documents such as invoices, performance certificate shall be enclosed along with the Tender. Invoices shall be compulsorily submitted as part of the supporting documents as per Annexure III).**

5. 5 Change in Quantity

TNTB & ESC reserves the right to reduce or increase no. of manpower requirements to an extent of 25% of the Tendered quantity during the contract period as per Rule 14(9) of Tamil Nadu Transparency in Tenders Rules, 2000.

5.6. Pre-Bid Meeting

There will be a **Pre Bid meeting on 27.01.2021 at 11.00 am in the Tamil Nadu Textbook and Educational Services Corporation, DPI Campus, Chennai 600 006** during which the prospective Tenderers may seek clarifications about the Tender. The Tenderers shall send their queries in writing if any so as to reach the Corporation at least two days prior to the date of Pre-Bid Meeting. The Tenderers shall view the websites given in the Notice Inviting Tender for updated information like change in date / venue etc., of the Pre-Bid meeting. Failure to attend the Pre-Bid meeting is not a disqualification as it is optional. Only the required clarifications asked in writing shall be valid and taken for consideration. In response to the relevant queries of the prospective Tenderer, clarification will be uploaded on the websites of the Corporation.

5.7. Clarification regarding the Tender Conditions:

A prospective Bidder requiring any clarification with respect to any Tender condition may address the Tender Inviting Authority by letter / E.mail and the clarifications to the relevant queries will be uploaded on the website of the Corporation before 48 hours of last date and time of submission of tender.

5.8. Amendments to the Tender :

5.8.1. The Corporation reserves the right to amend the tender condition on the basis of clarifications sought for by the prospective Bidders, solely at its discretion up to 48 hrs before (i.e.) two days prior to the last date of submission of Tender. Such amendments shall be uploaded on the Websites:<http://www.tenders.tn.gov.in> & <http://www.textbookcorp.tn.gov.in>

5.8.2. At its discretion the Corporation may or may not extend the due date and time for the submission of bids on account of amendments / corrigendum if any issued subsequent to the date of Notice Inviting Tender.

5.8.3. All the Bidders must periodically browse the above websites for any amendment or corrigendum issued in connection with this Tender. The Corporation will not be responsible for the failure of the Tenderer to update or to have comprehensive understanding of the provisions of this tender document including the changes announced through the website.

5.9. Language of the Bid:

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be written in English language. Documents not legible / readable shall not be considered.

5.10. Non Transferability:

The Tender form sold to a Tenderer is not transferable. It shall not be used by others and if used by others it will be rejected. Similarly photo copy of the tender form will be rejected.

5.11. Downloading of Tender Document :

5.11.1. The tender document can be downloaded from the website www.tenders.tn.gov.in (or) www.textbookcorp.tn.gov.in on A4 size paper and computer print alone should be submitted in the form of a booklet. Submission of tender document in any other form will be summarily rejected.

5.11.2. The Tenderer shall download corrigendum/amendment/ clarifications, if any, published subsequently and submit along with the tender. Otherwise the tender will be summarily rejected. It is the responsibility of the Tenderer to check and have knowledge of any corrigendum/amendment/ clarifications issued and uploaded on the website of Corporation.

5.11.3. The Tenderer shall download tender documents in original without any change / addition / deletion and correction. If any change / addition / deletion are detected at any stage after the award of the tender, the EMD as well as Security Deposit remitted by the Tenderer will be forfeited without any intimation and the Tenderer will also be black listed from participating in the subsequent tenders. Besides such Tenderers are liable to be prosecuted.

5.12. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of tender and the Corporation shall in no case be responsible or liable for the costs of tendering incurred by the Tenderer, irrespective of the outcome of the tenders.

5.13. Bid Validity

5.13.1. Bid shall remain valid for a period of **Ninety days (90days)** after the deadline date for bid submission specified. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.

5.13.2. In exceptional circumstances, the Corporation may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or e-mail. A bidder may refuse the request without forfeiting his bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of extension.

5.14. Earnest Money Deposit (EMD)

5.14.1. An Earnest Money Deposit of **Rs.1,00,000/- (Rupees One lakh only)** shall be paid along with the Technical Bid by way of Demand Draft/Banker's Cheque obtained from a Nationalized / Scheduled Bank drawn in favour of **Tamil Nadu Textbook and Educational Services Corporation, Chennai-6** payable at Chennai. As per the provision under Rule 14(1) of Tamil Nadu Transparency in Tender Rules 2000 any category of tenderers specifically exempted by the Government from the payment of EMD are not required to make the deposit along with the bid. Necessary proof for exempting EMD should be enclosed.

5.14.2. The Earnest Money Deposit amount of the unsuccessful Tenderers will be returned through ECS account mentioned in the Profile of the Tenderer, after the award of the Contract pursuant to the selection of the successful Tenderer. The Earnest Money Deposit amount held by the Corporation will not fetch any interest till it is refunded to the unsuccessful Tenderers.

5.14.3. The Earnest Money Deposit amount of the successful Tenderer(s) can be adjusted against the Security Deposit (SD) payable for ensuring successful execution of the Contract.

5.14.4. Any tender not accompanied by Demand Draft or Banker's Cheque towards Earnest Money Deposit as in Sub-Clause (1) above shall be summarily rejected by the Corporation. If any tenderer claims exemption of EMD, necessary document for such exemption should be enclosed, failing which the tenderer will be summarily rejected.

5.14.5. The Earnest Money Deposit amount shall be forfeited.

- (a) If a Tenderer withdraws the tender after opening of Technical Bid during the validity period specified in the tender document.
- (b) 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.
- (c) If the bidder does not accept the correction of the bid price pursuant to clause 5.20

5.14.6. Further the Corporation will blacklist the Successful Tenderer without prejudice to any action that may be taken against the Successful Tenderer.

5.15.Submission of Tender :

Tender shall be submitted in a single cover properly sealed and superscribed on the cover as “Tender for APPOINTMENT OF AGENCY FOR SUPPLY OF MANPOWER TO TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION ON ANNUAL RATE CONTRACT BASIS”. On the Cover, the Name and Address of the Tenderer should be written and sealed. **The tender document shall compulsorily be spiral bound & indexed with page numbers.**

The sealed cover addressed to the Tender Inviting Authority i.e. the Managing Director, Tamil Nadu Textbook and Educational Services Corporation shall be put in the box kept in the office of the Corporation within the scheduled time and date of submission of the Tender. It may also be sent by Post so as to reach the office of the Corporation within the stipulated time and date of submission of the Tender. But the Corporation shall not be responsible for any postal delay or delay due to any other means of communication. Belated submission of Tenders by the Tenderers or belated receipt of Tenders by the Corporation shall result in summary rejection of such Tenders. If the last date scheduled for submission of the tender happens to be a Government holiday for any reason, the sealed tenders may be submitted on the next working day before the appointed time. Tender once submitted shall not be permitted to be altered or amended.

5.15.2. Documents to be furnished in the Bid:

- (a) Covering Letter
- (b) Letter of Tenderer duly signed by the authorized signatory in full with seal.
- (c) Other than the exempted case, Crossed Demand Draft / Pay order towards EMD.
- (d) Annexure I to VI towards Declaration & Formats.
- (e) Profile of the Company
- (f) Letter of Authorization / Power of Attorney for signing the Tender Document on

a Non-Judicial Stamp Paper of value of not less than Rs.100/-. In case of Public Sector Undertakings / Public / Private Limited Companies, Authorization from the appropriate authority to sign the tender document must be enclosed along with Technical Bid. Tenders received without such authorization shall be rejected.

- (g) I.T. Returns for the last 3 financial years from 2017-18 to 2019-20
(Self attested Photo copies to be enclosed).
- (h) GST Registration Certificate and PAN Card
(Self attested Photo Copies to be enclosed).
- (i) Audited Balance Sheet and Profit & Loss Accounts for the last 3 financial years from 2017-18 to 2019-20. (Self attested Photo copies to be enclosed).
- (j) All the required documents including Performance Certificate obtained from the Client for qualification criteria given in this tender along with other required documents and the enclosures as per the Check List shall be enclosed. **(Photo copies to be enclosed)**
- (k) Price Bid for the work with each page signed, dated and stamped with the seal of the firm.

5.15.3

- (a) The offer shall be unconditional.
- (b) The price quoted shall be inclusive be all and no additional claim on any ground shall be entertained.
- (c) Apart from the Schedule of Prices duly filled in, the Bidders shall not enclose any other documents or statements that influence the price except Discount/Rebate letter. In such an event, the Corporation shall summarily disqualify the Bidder and reject the Bid.

5.15.4. Signing of Tender

- a) The tender shall be typed or written legibly in indelible ink and shall be signed by the Tenderer or a person duly authorized to bind the Tenderer to the contract. **All pages of the tender shall be signed by the Tenderer or person(s) authorized to sign the Tender with the seal.**
- b) The tender shall contain no alterations or additions, except those to comply

with instructions issued by the Corporation or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

5.16. Extension of Period of Contract

The Managing Director of this Corporation may extend the validity period for 3 months or till finalization of next contract with the same rate terms & conditions.

5.17. Modification and Withdrawal of Tenders:

5.17.1. Tenderers may modify or withdraw their tenders by giving notice in writing before the due date for submission.

5.17.2. The modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with clause No.5.15 with the outer and inner covers additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

5.17.3. No tenderer shall be allowed to withdraw/modify the tenders after the last date of submission of the tender.

5.17.4. Withdrawal or modification 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.

5.18. Opening of Tenders:

5.18.1. Tenders will be opened at the scheduled date and time in the office of the Corporation in the presence of the Tenderers or their representatives who are authorised to represent the Tenderers. **The representatives of Tenderers who attend the Tender opening shall produce the proof of their identity and the authorization letter from the Tenderers.** Only one representative is permitted to attend for both technical and price bid opening of the tender on behalf of the Tenderer.

5.18.2. Tenders received after the due date and time will not be considered. Tenders in unsealed cover or Tenders which are not signed in each page or in incomplete shape or through facsimile (Fax) or by electronic mail or through any

other manner which is not in accordance with the instructions specified in the Tender will not be accepted.

5.18.3. Covers marked “WITHDRAWAL” shall be opened and readout first and their tender shall not be opened. Subsequently, all covers marked “MODIFICATION” shall be opened and the submission therein shall be read out.

5.18.4. 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.

5.19. Criteria for Evaluation of Bid:

Any Tender not containing the required documents and not fulfilling the qualification criteria indicated in the Tender document shall be summarily rejected.

5.19.1. Prior to the detailed evaluation of bids, the Corporation will determine whether each Bid (a) meets the eligibility criteria (b) has been properly signed (c) is accompanied by the required EMD and (d) is substantially responsive to the requirements of the Bidding documents.

5.19.2. A substantially responsive bid is one which confirms to all the terms, conditions, and specifications of the tender documents, without material deviation. 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 Corporation rights or the Bidder’s obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

5.20 Evaluation of prices

In the evaluation of the Prices, the following procedure shall be adopted as per Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency Tenders Rules, 2000.

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

a) The price bid evaluation shall be based on the total cost quoted for all categories of the manpower.

b) The bidder (s) who quote the over all lowest cost for 64 numbers of man power will be considered as L1.

c) the quoted price shall be corrected for arithmetical errors.

d) in case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.

e) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern,

f) In the evaluation of the price of the goods which are subject to SGST, CGST and IGST, the price shall be determined as inclusive of such SGST, CGST and IGST.

g) the amount stated in the bid will be adjusted by the Corporation 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 will be forfeited.

h) Provided that where more than one Tender is submitted by the same tenderer, the lowest eligible financial tender shall be considered for evaluation.

5.20.2. The Corporation is empowered to negotiate with the L1 Tenderer(s). In case where two or more tenderers quoted the same price, the Corporation shall negotiate with L1 bidders & if necessary, arrive at final negotiated price for supply of manpower by entering into a contract.

6.**6.1. Approval of the Contract by the Board of Governors of the Corporation:**

The Contract shall be awarded only with the approval of the Board of Governors to the successful L1 Tenderer(s) with whom negotiations were made.

6.2. Right to Accept / Reject any or all Bids:

The Tender Accepting Authority i.e the Board of Governors of the Corporation 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.

6.3. Letter of Acceptance:

The Managing Director of the Corporation shall issue the Letter of Acceptance to the successful Tenderer(s).

6.4. Payment of Security Deposit (SD):

6.4.1. The Successful Tenderer shall be required to furnish Security Deposit equivalent to 5% (Five percent) of the value of the purchase order as a guarantee for the performance of the Contract. The EMD will be adjusted against the Security Deposit. After adjusting the EMD, the successful Tenderer shall pay the balance amount through **Demand Draft within 7 days from the date of issue of Letter of Acceptance.** The Demand Draft shall be obtained from any one of the Nationalized Banks / Scheduled Banks drawn in favour of **Tamil Nadu Textbook and Educational Services Corporation, Chennai - 600 006** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for **18 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.**

6.4.2. The Security Deposit shall be released to the successful Tenderer after the

performance of the Contract in full without deficiency or default and to the **entire satisfaction** of the Tamil Nadu Textbook and Educational Services Corporation. The Security Deposit so held by the Corporation, shall not earn any interest till it is released to the Successful Tenderer. The release of the Security Deposit is subject to the forfeiture clauses in the Tender Document.

6.4.3. The Security Deposit shall be forfeited if the Successful Tenderer fails to execute the 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 or for the failure to supply the ordered quantity of goods in full properly and promptly.

6.5. Execution of Agreement:

6.5.1 The successful Tenderer shall execute the Agreement for the fulfillment of the Contract on a Non-Judicial Stamp Paper to the value of Rs.100/- **within 7 days from the date of issue of the Letter of Acceptance of the Contract.** The Agreement shall be part and parcel of the Contract and binding on the Corporation and the Successful Tenderer. In case of any difference or contradiction in the recitals in the Tender Document and the Agreement, the recitals in the Agreement shall prevail over those in the Tender Document.

6.5.2. The Successful Tenderer 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.

6.6. Interpretation:

If any question / doubt arise with reference to the interpretation of any provisions of the Tender Document, the decision of the Managing Director of the Corporation shall be final and binding.

6.7. Corrupt and Fraudulent practices:

The Corporation requires that Bidders observe the highest standard of ethics during the evaluation and execution of supply.

6.7.1. In pursuance of this policy, the Corporation defines for the purposes of this provision the terms set forth below as follows:

(i) '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.

(ii) '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 Corporation 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 Corporation of the benefits of free and open competition.

6.7.2. Will reject a proposal 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.

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

7. SPECIAL TERMS AND CONDITIONS OF THE TENDER

7.1

- a) The contractor has to supply the manpower according to the requirement of TNTB & ESC and the TNTB & ESC will decide the suitability of the candidates and its decision regarding suitability is final. TNTB & ESC has the liberty to vary the categories and the number of workers needed.
- b) The supply of manpower to the TNTB & ESC by the contractor shall be according to needs, intimated from time to time. The Contractor will endeavor to cater to TNTB & ESC's requirements and the payment will be made only for the actual number of persons that report for duty in a day.
- c) The contractor shall obtain license under Tamil Nadu Contract Labour (Regulation and Abolition Act) and Rules 1975 before the commencement of the work or a license granted by a competent authority of Labour Department of GoI and shall produce the same to TNTB & ESC

- d) It is clearly agreed and understood that the manpower provided by the Contractor shall be the employees of the Contractor and not of the TNTB & ESC and the Contractor shall be solely responsible for all acts of commissions or omissions of its employees and they cannot claim permanency. It shall be the responsibility of the Contractor to supervise the work of his personnel.
- e) The contractor shall maintain all relevant statutory Registers/forms/returns etc. and produce the same on demand by TNTB & ESC
- f) The contractor shall provide ID card, salary slip, ESI card and all necessary Medical assistance to his workmen at his cost.
- g) All damages caused by the Contractor's personnel will be charged to the Contractor and recovered from his bills.
- h) The contractor shall indemnify the company against any expenses, penalties incurred by TNTB & ESC due to his non-compliance or improper compliance of any Act or Rules in force.
- i) The Contractor shall indemnify the TNTB & ESC against any expenses/penalties incurred by the TNTB & ESC by reason of any claims/settlement arising out of any accident to his workmen.
- j) The Contractor should not transfer or subcontract the above contract to any other party without our approval in writing which will otherwise result in termination of this contract.
- k) Further, the contractor shall fulfill all obligations in respect of his personnel as required under various labour acts relating to EPF, ESI, Health Cover etc., during the contract period and produce valid evidence for having done so.
- l) All payments due to the personnel spared by the contractor to the TNTB & ESC shall be paid by him through bank payment on or before 5th of every month without fail irrespective of the payment dues from TNTB & ESC
- m) Service charge shall be for salary remittances, making statutory payment of EPF, ESI contributed of the employees and the employer, payment of statutory Bonus administration Charges, issue of ID card, etc.

- n) The contractor should follow the Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act -1979 if the contract workmen are employed from other States and to maintain connected register of workmen in Form No. XIII etc.
- o) In case the TNTB & ESC is not satisfied with the services provided by the Contractor or finds the contractor to have been black listed by other company, TNTB & ESC will be at liberty to terminate the contract immediately without assigning any reason by forfeiting SD.
- p) The provisions and rules of various applicable labour laws in respect of this contract should be followed by the contractor.
- q) The contractor should follow the instructions of TNTB & ESC issued from time to time regarding rules and statutory obligations etc., and the decision of TNTB & ESC in this regard is final.

Other conditions:

If at any time before the acceptance of tender, the Tender Accepting Authority receives information that a tenderer who has submitted tender has been banned by any Procuring Entity, TNTB & ESC shall not accept the tender of the tenderer even if it may be the lowest tender.

7.2 Pricing Terms

The service charge quoted for supply of manpower to TNTB & ESC should be firm during the contract period. Service charge shall be for salary remittances, making statutory payment of EPF, ESI contribution of the employees and the employer, disbursement of statutory Bonus, administration Charges, issue of ID card, etc. The bidder should quote service charges in Rs..... per man day for all the categories uniformly. Employer's Contribution towards EPF, Insurance etc. will be paid by the Contractor on his own fund and reimburse the same from TNTB & ESC after submitting enough proof.

However, the increase in statutory taxes levied by State Govt. /Central Govt. on the end price will be borne by TNTB & ESC. The bill amount should be reduced in the event of decrease of same. The Tenderer shall produce documentary

evidence for such payment in case of variation in the statutory levies between the date of Work Order and raising of Invoices while submitting the claim. GST, if any, to be shown separately as indicated in the price bid. In case the Contract period is extended the existing price, terms & conditions will remain same

7.3. Release of Work Order

Work Order will be issued for engaging an agency for supplying manpower in various categories to TNTB & ESC, after payment of SD as per clause 6.4 and execution of of Agreement with TNTB & ESC as per clause 6.5

7.4. Payment Terms

No advance payment will be made.

- The payment to the employees should be made before 5th of every month from the agency's own fund without any delay.
- The claim bill has to be raised once a month and it will be paid within reasonable time after due scrutiny. The claim bill should bear GST Registration Number, PAN etc. Proper Tax Invoice as mandated under laws should be submitted.
- The claim should be supported with the proof of disbursement of remunerations to the personnel spared to TNTB & ESC and remittance of statutory payments in respect of them by it for the previous month.
- The statutory payments of the manpower supplied to TNTB & ESC shall be paid separately so as to reconcile and verify the correctness of remittances.
- GST claimed in the bill should be remitted on time and proper returns to be filed by the contractor. Any mismatch in the amount claimed as GST and the returns filed by the agency will be deducted from future bills.
- TDS will be deducted at the applicable rates under GST Act and Income Tax Act. The TDS will be deducted on the total invoice value (i.e., salary, remittance of statutory payments plus service charge).
- The Corporation shall recover any dues from the Successful Tenderer if found to be recoverable on a later date in the audit even after final settlement of the Bill. The Successful Tenderer shall be liable to pay such dues to the Corporation.

7.5. Liquidated Damages and Penalty

7.5.1. The Selected Agency has to supply requisite manpower within the stipulated period. If the Selected Agency fails to supply the manpower as per the requirement/ schedule of TNTB & ESC, 1% of the contract value with applicable GST will be imposed per week of delay from the date of expiry of the request subject to maximum of 10% of the contract value. TNTB & ESC shall have the right to draw manpower from outside, if the delay continues even after a period of four weeks for which penalty is imposed on the Successful Tenderer and the loss sustained by the Corporation to this effect shall be deducted from the bill of the Successful Tenderer and / or from the Security Deposit of the Successful Tenderer

7.5.2. Delay in payment of salary to employees or remittance of statutory payments or supply of employee as per requirement will cause liquidated damages. Salary to be credited to the bank accounts of the employees on or before 5th of every month failing which Liquidated damages **of Rs.2000/-** plus applicable GST shall be levied for every one day of delay.

7.5.3. There should not be any discrepancy in remittance of statutory payments of the employees for any month, failing which 5% of the payment for the month where discrepancy arises shall be withheld and the same shall be released only on reconciliation and settlement of the discrepancies . Any costs thereon shall be borne by the Agency.

7.5.4. Termination of the Contract: Termination for default :

TNTB & ESC shall have the right to terminate the Contract of the Successful Tenderer who fails to perform the ordered work as per the terms and conditions of the tender and it reserves the right to place orders with the other successful Agencies.

- In case of unsatisfactory performance / non – compliance of any of the terms and conditions of the contract on the part of the Agency, the Corporation shall issue a notice to the Agency for compliance of the same.
- In case of the unsatisfactory performance or non – compliance on the part of the Agency continues even after issuance of the notice, the Corporation may,

without prejudice to any other remedy for breach of Contract by the Successful Tenderer, terminate the Contract in whole or part, without further notice to the Agency and shall forfeit the Security Deposit furnished by Agency in full.

7.5.5. TNTB & ESC shall have the right to place Work Order with other eligible Tenderer(s) and it shall be at the cost and consequences of the Successful Tenderer who is in default. The Agency shall make good the loss incurred by the Corporation by way of additional expenditure by carrying out the work through another agency by the Corporation. The Corporation also reserves the right to take any other action against the Successful Tenderer in default for the loss and the consequential loss sustained by the Corporation.

7.5.6. TNTB & ESC shall have the right to blacklist the Successful Tenderer for breach of any conditions and Terms of the Tender / Agreement at any point of time.

7.5.7. Termination for other reasons:

TNTB & ESC may, without prejudice to any other remedy for breach of Contract by the Successful Tenderer, terminate the Contract in whole or part, by a 15 days' written notice of breach of Contract to the Successful Tenderer, if the Successful Tenderer is found to have involved in fraudulent, corrupt and unfair practices in competing for or in executing the Contract. If the Corporation terminates the Contract in whole or in part, the Corporation may procure, upon such terms and in such manner as it deems appropriate, the manpower similar to those supplied and in that case the Successful Tenderer whose contract is terminated in whole or in part shall be liable to the Corporation for any additional costs involved in procuring and supplying the manpower. However, the Successful Tenderer shall continue the performance of the Contract to the extent not terminated. The Corporation reserves the right to take further action against the Successful Tenderer whose Contract has been terminated in whole or in part.

7.5.8. Termination for Insolvency:

TNTB & ESC may at any time terminate the Contract by giving 15 days' written notice to the Successful Tenderer without compensation to the Successful Tenderer and without incurring any liability if the Successful Tenderer 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 Corporation.

7.5.9. Termination for Convenience:

The Corporation 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 Tenderer. The notice of termination shall specify that termination is for the Corporation'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 Tenderer shall be liable for violation of the Contractual obligations.

7.6. Force Majeure:

7.6.1. Force Majeure means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer'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.

7.6.2. If a Force Majeure situation arises, the Successful Tenderer shall promptly notify the Corporation of such conditions and the causes thereof through E.Mail within 24 hrs of such event. The E.Mail communication shall be followed by a report with documentary evidence to be sent to the Corporation within 3days from the date of occurrence of such event. Unless otherwise, directed by the Corporation in writing, the Successful Tenderer 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.

7.6.3. 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 Tenderer 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 Corporation may at its option and discretion terminate the Contract.

7.6.4. The price quoted by the bidder and accepted by TNTB & ESC 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 Tenderer in the Tender.

7.7. Appeal

Any tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the Government within ten days from the date of receipt of order.

7.8. Conciliation & Arbitration

7.8.1. Conciliation: If any dispute or difference arises between the Corporation and a Successful Tenderer 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 sole Conciliator shall be nominated by the Managing Director of the Corporation. 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.

The venue of the conciliation shall be exclusively at Chennai and the language to be used in the conciliation proceedings shall be in English.

7.8.2. Arbitration: In case of any dispute or difference arising between the Corporation and the Successful Tenderer relating to any matter arising out of or connected with the Contract which still remains unsettled even after Conciliation, such dispute or difference shall be referred to the sole Arbitrator nominated by the

Managing Director of the Corporation. The Arbitral proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. If the Arbitrator for any reason has to discontinue the Arbitration before completion of the arbitral proceedings, the Managing Director of the Corporation 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 Corporation and the Successful Tenderer. No part of the Contract shall be suspended by the Successful Tenderer on the ground of pendency of the Arbitral Proceedings.

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

7.9 Jurisdiction:

The Courts in the City of Chennai exclusively shall have the jurisdiction to try any matter or dispute or reference between the Corporation and the Successful Tenderers arising out of the Contract.

8. LETTER OF THE TENDERER

To

The Managing Director
Tamil Nadu Textbook and Educational Services Corporation,
EVK SAMPATH MAALIGAI, D.P.I. Campus,
68,College Road, Chennai – 600 006.
Tamil Nadu, India

Sir,

I / We do hereby tender / offer to the Tamil Nadu Textbook and Educational Services Corporation for **Supply of manpower on outsourcing basis to TNTB & ESC for a period of one year and extendable 3 months or till finalization of next contract with the same rate terms & conditions.**

I / We have carefully understood the conditions of tender, details of the work and all the stipulations to which I / We agree to comply.

I / We hereby undertake to complete the supply of manpower within the time limit as specified by the Corporation.

I am / we are quite aware that prompt service and timely performance are the essence of this tender and accordingly, I/we would adhere to the same.

I / We further agree that I / We would not withdraw this tender either in full or in part. If by chance, I/we have to withdraw the offer, I/we agree that the EMD paid will be forfeited by the Corporation, without any notice to me / us.

I / We affirm that in any previous tender to the Tamil Nadu Textbook and Educational Services Corporation, I/we have not committed any fraud by furnishing wrong information and the Corporation had not written to us alleging fraud in our transaction with the Corporation.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender / agreement including termination of the contract and forfeiture of the Earnest Money / Security Deposit.

I / We hereby undertake and agree to pay the Security Deposit as per the tender conditions within seven days from the date of issue of Letter of Acceptance.

I / We undertake to sign an agreement with the Corporation within **seven** days from the date of issue of Letter of Acceptance.

I / We further agree that the acceptance of the tender conditions would, by itself, constitute a valid and concluded contract binding on me/us, even if separate contract is not signed.

I / We further agree that in the event of my/our failing to deposit securities mentioned above or to produce the latest income tax and GST clearance certificate or to execute the agreement within a period of seven days as referred above, the EMD of **Rs.1,00,000/- (Rupees One lakh only)** submitted along with the tender shall be forfeited by the Tamil Nadu Textbook and Educational Services Corporation and in addition, the Managing Director, Tamil Nadu Textbook and Educational Services Corporation , shall be entitled to cancel the contract and there upon arrange for any other person or persons to supply the materials herein

before mentioned and I / We agree to be liable for all damages, losses, charges and expenses arising from or by reason of such failure on our part.

I / We hereby further agree and undertake that:

a. In case, there is any defect found in our services or in any part of our services, I/we undertake to rectify the same at once.

b. In case of even the slightest dissatisfaction is found by TNTB & ESC in respect of any employee/employees, due to any reason, the employee/ employees will be replaced by a new one/ones at once.

I / We hereby declare that I / We agree to do the various acts, deeds and things referred to herein, for enabling the Corporation to procure the best services from ourselves.

Having fully understood the tender conditions and the above undertaking in this letter, I/we sign this Day ofat

Yours faithfully,

Authorized Signature :

Name & Title of Signatory:

Name of the Bidder :

Address :

9. STATEMENTS, DECLARATIONS AND FORMATS**ANNEXURE – I****PROFILE OF THE TENDERER**

a)	Name of the Organization	
b)	Nature of the Organization	
	(i.e. Public Sector Undertaking / Public Ltd / Private Ltd Company/Individual Proprietor /partnership firm etc.,)	
c)	Number and Year of Registration / Incorporation (Copy of Certificate of Incorporation shall be enclosed)	
d)	Address of the Registered Office of the Company with Phone, Fax, and Email ID.	
e)	Audited annual report for the last three financial years (2017-18 to 2019-20) (Copy of the same along with Technical Bid shall be enclosed).	
f)	A copy of PAN Card attested by the Company Secretary or Managing Director or the Auditor shall be enclosed.	
g)	A copy of registration Certificate of GST attested by the Company Secretary or Managing Director or the Auditor shall be enclosed.	
i)	Bank details: Bank name : Branch : Account No : IFSC : MICR :	

Note: The Tenderer shall enclose documentary proofs for the above without fail.

ANNEXURE - II**ANNUAL TURNOVER CERTIFICATE**

The annual turnover of M/s. for the last three financial years is given below and certified that the statement is true and correct.

Sl. No.	Years	Turnover in Lakhs (Rs.)
1.	2017 - 2018	
2.	2018 - 2019	
3.	2019 -2020	
	Total Turnover	
	Average Annual Turnover	

Signature of Tenderer with Seal

**Signature of the Auditor /
Chartered Accountant
(Name in Capital with
Registration Number)**

Date:

Seal:

ANNEXURE -III

PAST EXPERIENCE

DURING THE LAST THREE FINANCIAL YEARS (2017-18 to 2019-20)

YEAR	ORGANISATION	PERIOD OF SERVICE	NO. OF MANPOWER SUPPLIED

ANNEXURE - IV

DECLARATION

I / We having the registered office at hereby declare that the Firm / Company or its Partners / Shareholders have not been blacklisted by Central / any State Government and its Public Sector Undertakings / Corporations.

**Signature of the Tenderer
with Seal**

ANNEXURE - V

DECLARATION

I/We having the registered office at..... declare that I/we have carefully read and accept all the terms and conditions of Tender floated by the Tamil Nadu Textbook and Educational Services Corporation, Chennai vide Tender Ref. No..... for **APPOINTMENT OF AGENCY FOR SUPPLY OF MANPOWER TO TAMIL NADU TEXTBOOK AND EDUCATIONAL SERVICES CORPORATION** confirming to the specifications as stipulated in the Tender Document and I / we shall abide by all the terms and conditions set forth therein. I/we also undertake to offer services to TNTB & ESC to the fullest satisfaction of the organization

**Signature of the Tenderer
with Seal**

ANNEXURE - VI

CERTIFICATE

I/we having office at declare that the tender forms downloaded from the website www.tenders.tn.gov.in / www.textbookcorp.tn.gov.in have not been tampered with / modified in any manner. In case, if the same is found to be tampered with or modified, the Tender Document submitted by me/us shall be summarily rejected.

**Signature of the Tenderer
with Seal**

PART – B
12. PRICE BID
(TO BE FURNISHED IN PART – B COVER)

S. No	Categories	Take Home Net Salary	Employer		Employee		Total CTC per month	Minimum Bonus per annum	Service Charge per man day in Rs. Excluding GST.	GST	Total Service charge including GST
			ESI 3.25%	PF 12%	ESI 0.75%	PF 12%					
1	MIS	20,000						6997			
2	Technical Assistant	18,000						6997			
3	Junior Assistant	15,000						6997			
4	Office Assistant	12,000						6997			
5	Driver	15,000						6997			

Note: The rate quoted should be firm during the contract period and Applicable GST will be borne by CONTRACTOR.

I / We have confirm that we will remit salary / wage to employees on or before 5th of every month.

**Signature of the Tenderer
with Seal**

SL No	Type of manpower to be supplied	Nature of Work	Educational qualification	Experience	Age Limit (Min-Max)
1	MIS Assistant	Data entry and Computer Operating	B.Sc(Computer Science) / B.Sc (Electronics) / Dipolma (Programming) or Equivalent Qualification with Proficiency in Computing	1 Year	18-35 Years
2	Technical Assistant	Computer Operating	Diploma in Printing Technology with Computer Knowledge Tamil & English Typing	1 Year	18-35 Years
3	Junior Assistant	Clerical Work and Typing work	Pass in X Std with English & Tamil Typing Knowledge	1 Year	18-35 Years
4	Office Assistant	Attending officers room and other related works	Pass in VIII Std	1 Year	18-35 Years
5	Driver	Driving	1. Pass in VIII Std 2. Valid Driving License 3. Visual Acuity 20/50.	2 Year	18-35 Years