

Selection of a Temping Agency for Providing Staffing/ Temping Service in Identifying and On boarding Skilled Subject Matter Experts.



REQUEST FOR PROPOSAL

RfP No: TNSDC/STA/2980/2023, Dated:14.11.2023

Selection of a Temping Agency for providing Staffing/Temping Service in Identifying and Onboarding Skilled Subject Matter Experts.

**Tamil Nadu Skill Development Corporation
Government of Tamil Nadu**

**1st Floor, Employment Office, Alandur Road, Thiru Vi Ka Industrial
Estate, Guindy, Chennai - 600032.**

Phone: 044-22500107

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LETTER OF INVITATION

Tamil Nadu Skill Development Corporation

Alandur Road, Thiru Vi. Ka Industrial Estate,.
Guindy, Chennai, 600 032

RfP Reference: TNSDC/STA/2980/2023, Dt.14.11.2023

Assignment Title: Selection of a Temping Agency for providing Staffing/Temping service in Identifying and Onboarding Skilled Subject Matter Experts.

As a part of this initiative, the Authority invites eligible Temping Agencies and/ or organisations to indicate their interest in providing temping service in Identifying and Onboarding Skilled Subject Matter Experts under Tamil Nadu Skill Development corporation.

In pursuance of this, the Authority invites Temping Agencies to participate in a **Quality Cost Based System (QCBS)** through offline open tender.

The details of the scope of services to be provided are mentioned in the Terms of Reference (ToR).

The RfP comprises of the following 4 sections:

Section 1: Instruction to Bidders and Data Sheet
Section 2: Technical Proposal – Standard Forms
Section 3: Financial Proposal – Standard Forms
Section 4: Terms of Reference
Appendixes & Annexures

Thanking you,
Yours sincerely,

Managing Director,
Tamil Nadu Skill Development Corporation,
Alandur Road, Thiru Vi. Ka Industrial Estate,.
Guindy, Chennai, 600 032

Disclaimer

1. The information contained in this Request for Proposal (hereinafter referred to as "RfP") document provided to the Bidders, by the Authority, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RfP document does not purport to contain all the information each Bidder may require. This RfP document may not be appropriate for all persons, and it is not possible for the Authority to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RfP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. The Authority and its employees make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RfP document.
4. The Authority may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP document.
5. The Authority accepts no liability of any nature whether resulting from negligence or otherwise, however arising from reliance of any bidder upon the statements contained in this RfP.
6. The Authority reserves the right to reject all or any of the Proposals and cancel or suspend the bid without assigning any reasons whatsoever.
7. The issue of this RfP does not imply that the Authority is bound to select a bidder or to appoint the selected bidder for the Temping Agency.
8. The bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal and attending various meetings thereof. The Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section 1. Instructions to Bidders (ITB) and Data Sheet

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>(a) "Applicable Guidelines" means the policies of GoTN governing the selection and Contract award process as set forth in this RfP.</p> <p>(b) "Applicable Law" means the laws and any other instruments having the force of law in India and specifically Tamil Nadu, as they may be issued and in force from time to time.</p> <p>(c) "Authority" means Tender inviting authority i.e., Tamil Nadu Skill Development Corporation.</p> <p>(d) "Bidder" means an individual Temping Agency interested in bidding for this assignment in line with the terms and conditions for this assignment.</p> <p>(e) User Department means the Government Department that engages the selected temping agency for the purpose of bound or which the tender authority is calling for tender.</p> <p>(f) "Contract" means a legally binding written agreement signed between the user department and the Selected Temping Agency and includes all additional documents as may be specified by the Authority.</p> <p>(g) "Data Sheet " means an integral part of the Instructions to Bidders (ITB) Section 2 that is used to reflect specific assignment conditions to supplement, but not to overwrite, the provisions of the ITB.</p> <p>(h) "Day" means a calendar day.</p> <p>(i) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(j) "In writing" means communicated in written form</p> <p>(k) "ITB" (this Section 1 of the RfP) means the Instructions to Bidders that provides the Bidders with all information needed to prepare their Proposals.</p> <p>(l) "Technical Proposal" means the Technical Proposal of the bidder.</p> <p>(m) "Financial Proposal" means the financial costs outlined by the bidder.</p> <p>(n) "RfP" means this Request for Proposal prepared by the Authority for the selection of bidder.</p> <p>(o) "Services" means the work to be performed by the selected bidder pursuant to the Contract.</p> <p>(p) "Tender Accepting Authority" means the Managing Director, Tamil Nadu Skill Development Corporation.</p> <p>(q) "ToR" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective</p>
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	<p>responsibilities of the Authority/ User Department and the bidder, and expected outcomes.</p> <p>(r) MSME means an enterprise defined and classified as follows:</p> <p>(i) A micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees.</p> <p>(ii) A small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees.</p> <p>(iii) A medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.</p> <p>(s) "Temping Agency" or alternatively, "Bidder," means a legally established Temping Agency Temping Agency that may provide Service in Identifying and Onboarding skilled subject matter experts to the Authority under the Contract.</p> <p>(t) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Temping Agency.</p> <p>(u) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract.</p> <p>(v) "Non-Key Expert(s)" means an individual professional provided by the Bidder who is assigned to perform the Services or any part thereof under the Contract.</p> <p>(w) "Government" means the Government of Tamil Nadu (GoTN).</p> <p>(x) "Services" means the work to be performed by the Temping Agency pursuant to the Contract.</p>
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2. Introduction

- 1.1 The Temping Agencies are invited to submit a two cover proposals i.e. Technical Proposal and a Financial Proposal through offline and to the following address, as specified in the **Data Sheet** for the services required for this assignment. The Proposals will be the basis for contract negotiations and the signing of a contract with the selected Temping Agencies.

Submission Details

Tamil Nadu Skill Development Corporation,
1st floor, Employment Office,
Alandur Road, Thiru Vi.Ka Industrial Estate, Guindy,
Chennai, Tamil Nadu - 600 032

- 1.2 The Authority will select a Temping Agency from among those whose proposals are accepted, in accordance with the Bidders experience as mentioned by the bidder, indicated in Form Tech 3. No bidder shall submit more than one (1) proposal, in response to this RfP. The RfP is non-transferrable.
- 1.3 Notwithstanding anything contained in this RfP, the Authority reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the above clause, the Authority reserves the right to reject any Proposal if:
- 1.3.1 At any time, a misrepresentation is made or discovered.
- (OR)
- 1.3.2 The Temping Agency does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 1.4 Misrepresentation by/ improper response by/ delay or non-submission of supplemental information required from the Temping Agency may lead to the disqualification of the Temping Agency. The Temping Agency shall be responsible for all the costs associated with the preparation of their Proposals and their participation, visits to Authority, if any, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the process. Temping Agency may not associate with other Temping Agencies/organisations in the form of a joint venture or a sub- Temping Agency arrangement to enhance their qualifications.
- 1.5 This tender is governed by the provisions of the Tamil Nadu Transparency in Tender Act 1998 and the rules thereunder. Any bidder aggrieved by any order passed by the Authority, under section 10 of the said Act, may appeal to the government within ten days from the date of receipt of order and the Government shall dispose of the appeal within fifteen days from the date of receipt. No appeal shall be preferred while the tender is in process until the tender is finalised and the letter of award is issued by the Authority.

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	<p>1.6 Participating entities/ Temping Agencies who wish to bid must fulfil all the prerequisites for prequalification as shown in the Data Sheet.</p>
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3. Conflict of Interest	<p>1.4 The Temping Agency is required to provide services, always holding the Authority's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work as per the Integrity and Avoidance of Conflict-of-Interest Pact as per Appendix III to this RfP.</p> <p>1.5 The Temping Agency has an obligation to disclose to the Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Authority. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract and/or sanctions by the Authority.</p> <p>1.5.1 Without limitation on the generality of the foregoing, the Bidder shall not be hired under the circumstances set forth below:</p>
a. Conflicting Projects	<p>1. Conflict among projects: A Temping Agency (Including its Experts) shall not be hired for any assignment that, by its nature, may be a conflict with another assignment of the bidder for the same or for another client.</p>
b. Conflicting relationships	<p>2. Relationships with the Authority's staff: A Temping Agency that has a close business or family relationship with a professional staff of the Authority, who are directly or indirectly involved in any part of:</p> <ul style="list-style-type: none"> a. The preparation of the Terms of Reference for the assignment; b. The selection process for the contract; c. The supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the authority throughout the selection process and the execution of the contract.
4. Unfair Competitive Advantage	<p>1.1 Fairness and transparency in the selection process require that the Bidders competing for a specific assignment do not derive a competitive advantage from having had past engagements with the Authority. To that end, the Authority shall indicate in the Data Sheet and make available to all Bidders together with this RfP all information that would in that respect give such Bidder any unfair competitive advantage over competing Bidders.</p> <p>1.2 If a self-declaration to this effect is found to be false, it shall be grounds that lead to the disqualification of the bidder or the termination of the contract and/ to sanctions by the Authority at the sole discretion of the Authority.</p>
5. Corrupt and Fraudulent Practices	<p>1.1 GoTN requires compliance with its policy regarding corrupt and fraudulent practices.</p> <p>1.2 In further pursuance of this policy, Bidders, if necessary, shall permit and shall cause their Experts to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an</p>

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	award), and to have them audited by auditors appointed by the Authority.
6. Eligibility	<p>1.1 The Authority permits Bidder(s) from India to offer services under this contract, unless otherwise blacklisted/ debarred by the Government of India/ Tamil Nadu/ other State Governments in India or undertakings/ entities under/ owned by these Governments.</p> <p>1.2 Furthermore, it is the Bidder's responsibility to ensure that its Experts (declared or not), and/or their employees meet the eligibility requirements as established in this document.</p> <p>1.3 Government-owned enterprises or institutions in India shall be eligible only if they can establish that they (i) Are legally and financially autonomous, (ii) Operate under commercial law, and (iii) That they are not dependent agencies of the Authority.</p> <p>1.4 To establish eligibility, the Government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the Government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the Government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the Government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p> <p>1.5 Serving Government officials and civil servants in India are not eligible to be included as Experts in the Bidder's Proposal unless such engagement does not conflict with any of the provisions of this engagement or employment or other laws, regulations, or policies of India.</p>

B. PREPARATION OF PROPOSALS

7. General Considerations	<p>1.1 In preparing the Proposal, the Bidder is expected to examine the RfP in detail. Deficiencies in providing the information requested in the RfP may result in rejection of the Proposal. The hard copy of the bids should be submitted to respective address.</p> <p>1.2 Bidder(s) must submit their bid through offline before the specified date and time. The Authority does not take any responsibility for the delay caused due to postal and couriers delays etc. for Bidders. The Bidders are advised to post their tender well in advance to avoid any last-minute delays</p>
8. Cost of preparation of proposal	<p>1.1 The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection</p>

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	process. The Authority is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.
9. Language	<p>1.1 The Proposal, as well as all correspondence and documents relating to the Proposal shall be in the language specified in the Data Sheet. The proposal and all related correspondence and documents should be written in the English language. Supporting documents furnished by the bidders with the proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language.</p> <p>1.2 Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.</p>
10. Documents Comprising the Proposal	<p>1.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p>
11. Earnest Money Deposit	<p>1.1 Every bidder participating in the bidding process must furnish the required Earnest Money Deposit (EMD) as specified in the Request for Proposal along with the tender</p> <p>1.2 Form of EMD: The Earnest Money Deposit (EMD) should be DD or Bank Gurantee in favour of "Samagra Shiksha office Department of Education, Govt of Tamil Nadu.</p> <p>1.3 Refund of EMD: The Earnest Money Deposits of unsuccessful Temping Agencies shall be returned, without any interest</p> <p>1.4 The EMD shall be valid for the period of Bid Validity as mentioned in the Data Sheet.</p> <p>1.5 EMD of Successful Bidder: EMD of the successful bidder may be adjusted against their performance Bank Guarantee (PBG) amount or returned back to the successful bidder upon the receipt of full PBG.</p> <p>1.6 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: -</p> <ul style="list-style-type: none"> — When the bidder does not execute the agreement after placement of order within the specified time. — When the bidder does not deposit the Performance Guarantee in the form of Bank Guarantee after the work order is placed.
12. Proposal Validity	<p>1.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p>

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	1.2 During this period, the Bidder shall maintain their original Technical Proposal and the Financial Proposal without any change.
a. Extension of validity Period	<p>1.1 The Authority will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Authority may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.</p> <p>1.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>1.3 The Bidder has the right to refuse to extend the validity of its Proposal (without forfeiture of the EMD) in which case such Proposal will not be further evaluated.</p>
13. Clarification and Amendment of RfP	<p>1.1 At any time before the submission of Proposals, the Authority may, for any reason, whether on its own initiative or in response to a clarification requested by any Temping Agency, modify the RfP documents by issuing an Addendum/ Corrigendum. Any addenda/ corrigenda shall be uploaded in the TNSDC website www.tnskill.tn.gov.in and www.tntenders.gov.in</p> <p>1.2 Authority may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda via www.tnskill.tn.gov.in and www.tntenders.gov.in</p> <p>1.3 Should the Authority deem it necessary to amend the RfP as a result of a clarification, it shall do so by following the procedure described below:</p> <p>1.3.1 At any time before the proposal submission deadline, the Authority may amend the RfP by issuing an amendment by standard electronic means on the www.tnskill.tn.gov.in and www.tntenders.gov.in</p> <p>1.3.2 If the amendment is substantial, the Authority in its sole discretion may extend the proposal submission deadline to give the Bidders reasonable time to take that amendment into account in their Proposals.</p> <p>1.4 Temping Agencies may request clarification(s) on any item of the RfP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent via email (eo2023@tnsdc.in). The Authority will respond only by uploading the response on tnsdc portal www.tnskill.tn.gov.in.</p> <p>1.5 All Temping Agencies are requested to browse the official website www.tnskil.tn.gov.in amendments/ corrigendum/ modification being notified towards the tender.</p> <p>1.6 In order to allow service providers reasonable time to take the amendment into account in preparing their bids, the</p>

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	Authority at its discretion, may extend the deadline for the submission of bids.
14. Technical Proposal Format and Content	<p>1.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 2 of the RfP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive and rejected.</p> <p>1.2 The Proposals will be sent through postal/ courier in the expected format as furnished in the Data sheet.</p>
15. Pre-Bid Meeting	<p>1.1 Queries raised by the service providers will be clarified during the pre-bid meeting and/ or will be communicated via website www.tnskill.tn.gov.in</p> <p>1.2 Temping Agencies shall submit their pre-bid queries through e-Mail eo2023@tnsdc.in platform using the link provided therein. The queries shall be submitted at least four days prior to the pre-bid meeting. The pre-bid meeting details are provided in the Data Sheet.</p> <p>1.3 Temping Agencies are requested to send their pre-bid queries to the email at least four days prior to the pre-bid meeting. The pre-bid meeting details are provided in the Data Sheet.</p>
16. Price Adjustment	<p>1.1 The Temping Agency shall agree to carry out any additional assignment during the assignment period as per instruction of the Authority. This does not mean that the Authority will use the key experts given by the bidder over any extended period. It is reiterated that there is no commitment from the Authority to use all/ any of the key experts provided by the Bidder. This RfP does only price discovery of such resources.</p>

C. PREPARATION SUBMISSION, OPENING AND EVALUATION

17. Preparation Proposal	of	<p>1.1 The hard copy of the Proposals shall be submitted through postal/ courier in two covers containing technical and financial bids in the given format. Each document will adhere to the format expectations, failing which the bidder will be unsuccessful in completing their bid submission.</p> <p>1.2 The Temping Agency is expected to understand and comply with all the rules pertaining to how the proposals may be viewed and electronically submitted.</p>
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	<p>1.3 Technical Proposal:</p> <p>a) In preparing the Technical Proposal, Temping Agencies are expected to examine the documents comprising this RfP in detail.</p> <p>b) The Technical Proposal shall not include any Financial Proposal.</p> <p>1.4 Financial Proposal:</p> <p>a) In preparing the Financial Proposal, Temping Agencies are expected to consider the requirements and conditions of the RfP documents. The Financial Proposal should follow Standard Forms provided in Section 3.</p> <p>b) Bidders must express the price of their services in Indian national Rupees (INR) only.</p> <p>1.5 Modification/ Withdrawal of the Bid:</p> <p>a) Temping Agencies may modify, withdraw, or resubmit their bids before the due date of bid submission.</p>
18. Submission of Proposals	<p>1.1 The proposal, its contents and all correspondence and documents shall be in English.</p> <p>1.2 The proposal shall remain valid for 90 days from the last date of bid submission.</p> <p>1.3 The completed Proposal must be submitted on or before the 3.00pm on 15.12.2023. No Proposal shall be accepted after the closing time of Proposals.</p> <p>1.4 The fee should be quoted in the financial bid only, in case found in the technical bid the bid will be rejected.</p> <p>1.5 Prior to the evaluation of proposals, the Authority will determine whether each proposal is responsive to the requirements of the RfP at each evaluation stage. The Authority may, at its sole discretion, reject any Proposal that is not responsive hereunder. The Authority reserves all rights to accept or reject any proposal without assigning any reason.</p> <p>1.6 It shall be the responsibility of the bidder to ensure that its Tender is submitted before the Tender Submission Date and time.</p> <p>1.7 After the Proposal submission until the contract is awarded, the participating Temping Agency is discouraged to contact the Authority on any matter related to its proposal. Any effort by the Temping Agency to influence the Client during the Proposal evaluation, Proposal comparison or contract award</p>

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	decisions may result in the rejection of the Temping Agency's proposal.
19. Confidentiality	<ol style="list-style-type: none"> 1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Authority on any matter related to its Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. Any attempt by Bidders or anyone on behalf of the Bidder to improperly influence the Authority in the evaluation of the Proposals or Contract award decisions may result in the rejection of the relevant Proposal. Such bidders may be subject to the application of prevailing Authority's sanctions/ penal procedures. 2. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if any participating Temping Agency wishes to contact the Authority on any matter related to the selection process, it should do so only in writing. 3. After opening the proposals, no information relating to the examination, clarification, evaluation and comparison of proposals and recommendations concerning the award of empanelment shall be disclosed to bidders or their representatives, if any. Any effort by a bidder to exert undue or unfair influence in the process of examination.
20. Withdrawal of Bid	1.1 The Bidder may withdraw the bid any time before the deadline through proper communication.
21. Opening of Technical Proposals	1.1 The Authority's evaluation committee shall conduct the opening of the Technical Proposal.
22. Proposals Evaluation	1.1 The Bidder is not permitted to alter or modify the submission in any way after the Bid-Due-Date (BDD) and time. While evaluating the Proposals, the Authority will conduct the evaluation solely based on the submitted Technical Proposals, initially.
23. Evaluation of Technical Proposals	1.1 The Authority's evaluation committee shall evaluate the submitted Proposals based on their responsiveness to the Terms of Reference and the RfP, applying the evaluation criteria specified in the Terms or Reference. Each Proposal that satisfies all criteria shall be deemed to be 'responsive' proposals. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RfP.

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24. Financial and evaluation Proposal overall	1.1 The Authority's evaluation committee shall open the financial quotations only of those bidders whose proposals are deemed 'responsive' as in clause 23 above.
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D. AWARD OF CONTRACT

25. Award of Contract	<p>1.1 After signing of the contract with the user department, the selected bidder (finalised by authority) shall submit Performance Bank Guarantee within 15 days of intimation from the user department.</p> <p>1.2 The user department shall then issue the letter of award to the selected bidder (finalised by authority) and publish the award information as per the instructions in the Data Sheet.</p> <p>1.3 The Temping Agency is expected to commence the assignment on the date of communication of the issue of work order and not wait for the signing of the contract.</p>
26. Performance Guarantee	<p>1.1 Within 15 days from the date of signing of contract, the Temping Agency/ company/ lead bidder shall furnish the Performance Guarantee of an amount equal to 5% of its finalised Financial Proposal, by way of Bank Guarantee issued by one of the Nationalised Banks in India for the due performance of the Assignment in the format at Appendix-I.</p> <p>1.2 The selected Temping Agency shall submit the Bank Guarantee for Performance Guarantee for 12 months and to be kept renewed and live during the entire duration of the work order.</p> <p>1.3 Refund of PG: The PG (Performance Guarantee) must be kept valid and shall be refunded 3 months from the date of successful completion of the assignment as evidenced from the date of last payment effected.</p> <p>1.4 Forfeiture of PG: PG shall be forfeited in the following cases:</p> <ul style="list-style-type: none"> – When any terms and condition of the contract is breached. – When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the work order.

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	<p>1.5 The Temping Agency must follow the working hours, working days and Holidays of the Government of Tamil Nadu. However, resources and key experts shall be available on a holiday if so, required by the user department. No extra payments will be made for working on extended hours Saturdays/ Sundays/ Holidays to meet the committed/ required time schedules.</p> <p>1.6 Time is of essence in the project. Officers acting on behalf of the user department will be assigned to the Temping Agency to streamline approvals/ letters required from the user department and its field offices and other government departments, in real time. These officers shall be supported by the Temping Agency.</p>
27. Liquidated Damages	<p>1.1 Delivery time is of utmost importance and considered an essential aspect of the contract. The Temping Agency shall ensure that the services are rendered within the agreed-upon timeframe. However, if the selected bidder encounters difficulties in completing the service delivery within the stipulated period, they are required to submit a written request to the Authority / user department explaining the reasons for seeking an extension. This request should be made promptly upon encountering any hindrance in the delivery of the service or within 15 days from the occurrence of such hindrance. It is important to note that the request must be submitted before the expiration of the originally specified delivery period. Any requests received after the stipulated delivery period will not be considered or entertained.</p> <p>1.2 The Authority / user department shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages. If the Authority / user department agrees to extend the delivery period/ schedule, an amendment to the contract with suitable penal clauses and with or without liquidated damages shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, whatsoever beyond the contracted cost shall be paid for the delayed supply of the same service.</p> <p>1.3 It shall be the discretion of the Authority / user department to accept or not to accept the supply of services rendered by the Temping Agency after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The Authority / user department shall have the right to cancel the contract with respect to undelivered service. In this context, if the supply of</p>

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	<p>services is not accepted, the payments may also be affected.</p> <p>1.4 Delivery period may be extended if the delay is on account of hindrances beyond the control of the bidder.</p> <p>1.5 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage, or expenses (including lost profits). The Temping Agency shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.</p> <p>1.6 Extension of time about which the Authority / user department has not responded in the negative, may be taken as granted, if the Temping Agency can prove that the Authority / user department was made aware of such extension request.</p> <p>1.7 Liquidated damages may be imposed on the selected bidder by the Authority / user department in case of the following-</p> <ol style="list-style-type: none"> Any service fails to adhere to the expectations outlined by the Authority / user department as per the prescribed norms or is not carried out in time. Damages incurred to the property of Information Technology (Such damage to civil works, finishing works etc.) during discharge of bidder's duties. Value of liquidated damages shall be decided by the authority / user department as per the actual cost of damaged goods or non-provided services. In case of dispute on the value of liquidated damages, the decision of the Authority / user department shall be final and binding. If the Temping Agency delays the work or is not satisfactory, the Authority / user department may execute the work at the risk and at the cost of the former from any other selected agency.
28. Penalty Clause	<p>1.1 The Temping Agency shall render services strictly adhering to the terms and conditions in the Work Order. Any unapproved delay in achieving the milestones furnished in the work order, except when approved by the Authority / user department in writing shall attract a penalty of 1% of total value of work order per week of the delay subject to a maximum of 10% of the value of work order. If the unapproved delay is beyond 30 days, the Authority/</p>

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	<p>user department has the right to issue the termination notice.</p> <p>1.2 Penalties will not be levied if the delay is not attributable to the bidder.</p> <p>1.3 The Authority's / User department's decision is final in this regard.</p>
29. Knowledge Transfer	<p>1.1 The Temping Agency will initiate the knowledge transfer to the Authority/ user department through the government officers assigned to the project under Clause 26 (point 1.6), throughout the project period, as is relevant. Upon full and final payment, the Authority / user department shall have a perpetual, non-transferable, non-exclusive right, and licence for purposes of its internal business to use, copy, publish, modify, and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Authority/ user department. All the intellectual property rights in the Deliverables shall be the sole and exclusive property of the Authority / user department after full and final payment for a period of ten years. Subject to obligations of confidentiality and written permission of the Authority/ user department, the Temping Agency shall be free to publish in any form, the concepts, techniques, and know-how used and developed on the Project on soliciting the approval of the Authority/ user department from the date of full and final payment. In any event, the Bidder shall continue to be free to perform similar services and develop Deliverables that may be similar, or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used while providing the Services.</p>
30. Payment Procedure	<p>1.1 The Temping Agency will follow the payment procedure mentioned in the RfP.</p> <p>1.2 The consolidated estimate as per the rates quoted in the tender may be provided, if there is a requirement for any advance. Invoice will be generated and submitted by the Temping Agency, on completion of the deliverables, for realisation of payments, with or without advances.</p> <p>1.3 User department will process and make payment to the Bidder within 30 days of the invoice date after the user department is satisfied with the work done. Should there be any observation to correct the invoice/ progress report, the same would be</p>

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	<p>communicated within 14 days of invoice submission date; else it would be deemed to be accepted and payment shall be processed. The Temping Agency will rectify any shortcoming in the invoice, if pointed out and resubmit within 7 days' time for its payments.</p> <p>1.4 The officers of the user department referred may be utilised by the Bidder for bringing action under this section in time, as required.</p>
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E. OTHER TERMS AND CONDITIONS

31. Interpretation	<p>1.1 Entire Agreement: The Contract constitutes the entire agreement between the Authority / user department and the Selected bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>1.2 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto. For this purpose, the Tender Inviting Authority is the authorised representative of the user department.</p> <p>1.3 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
32. Governing Law	<p>1.1 The Contract shall be governed by and interpreted in accordance with the laws of the Tamil Nadu State/ the Country (India) and under the jurisdiction of Madras High Court.</p>
33. Force Majeure	<p>1.1 Definition - For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the</p>

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	<p>power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agent's employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) consider at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>1.2 No breach of Agreement - The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Temping Agency shall not be liable for forfeiture of its Performance Guarantee (PG) or/ and Background Guarantee (BG), if and or the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.</p> <p>1.3 Measures to be taken</p> <ul style="list-style-type: none"> — A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. — A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. — The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure. <p>1.4 Extension of time - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>1.5 Consultation - No later than thirty (30) days after the Temping Agency has, as the result of an event</p>
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	<p>of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p>
<p>34. Change in Contract and Contract Amendments</p>	<p>1.1 The Authority / user department may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>1.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Authority / user department order. This is subject to the same overall price being applicable to the same output overall as far as possible.</p>
<p>35. Termination Clauses</p>	<p>1.1 Termination for default - The Authority / user department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part for the following reasons (provided a cure period of not more than 20 days is given to the selected bidder to rectify the breach):</p> <ul style="list-style-type: none"> – If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the Authority / user department; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> – If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; <p style="text-align: center;">or</p> <ul style="list-style-type: none"> – If the selected bidder, in the judgement of the Authority / user department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in

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	<p>executing the contract or in breach of the Integrity and Avoidance of Conflict-of-Interest Pact.</p> <ul style="list-style-type: none"> – If the selected bidder commits breach of any condition of the contract. – If the Authority / user department terminates the contract in whole or in part, the amount of Performance Guarantee shall be forfeited. <p>1.2 Termination for Insolvency - The Authority / user department may at any time terminate the Contract by giving a written notice of at least 30 days to the Temping Agency, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Temping Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Authority / user department.</p> <p>1.3 Termination for Convenience - The Authority / user department, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. In such a case, the Authority / user department will pay for all the pending invoices as well as the work done till that date by the selected bidder.</p> <p>1.4 Termination by the Authority / user department - The Authority / user department may, by not less than thirty (30) days written notice of termination to the Temping Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> – The Temping Agency fails to comply with any final decision reached as a result of arbitration proceedings <p>Or</p> <ul style="list-style-type: none"> – The Temping Agency submits, to the Authority / user department, a statement which has a material effect on the rights, obligations, or interests of the Authority and which the Temping Agency knows to be false – Any document, information, data, or statement submitted by the selected bidder in its Proposals, based on which the Temping Agency was considered eligible or successful, is found to be false, incorrect, or misleading; or
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	<p>– As a result of Force Majeure, the Temping Agency is unable to perform a material portion of the Services for a period of not less than 30 days.</p> <p>1.5 Termination by Temping Agency - The Temping Agency may, by not less than three (03) months written notice to the Authority and user department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:</p> <ul style="list-style-type: none"> – The user department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Temping Agency may have subsequently agreed in writing) following the receipt by the user department of the bidder's notice specifying such breach. – If there are more than 3 unpaid invoices and the user department fails to remedy the same within 45 days of the submission of the last unpaid invoice. – As a result of Force Majeure, If the Temping Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days. – The Authority fails to comply with any final decision reached as a result of arbitration. <p>1.6 Payment upon Termination - Upon termination of this Agreement, all pending payments due till the date of the termination of the contract will be made by the user department to within 60 days of the contract termination.</p> <p>1.7 Suspension - The Authority may on behalf of temping agency, by written notice of suspension to the Temping Agency, without any obligation (financial or otherwise) suspend all the payments to the Temping Agency hereunder, if the Temping Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and shall provide an opportunity to the Temping Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Temping Agency of such notice of suspension.</p> <p>1.8 Cessation of rights and obligations - Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:</p>
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	<ul style="list-style-type: none"> – such rights and obligations as may have accrued on the date of termination or expiration. – the obligation of confidentiality set forth in RfP.
36. Cessation of Services	<p>1.1 Upon termination of this Agreement, by notice of either Party to the other, the Temping Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p> <p>1.2 In case of termination of agreement by the Authority/ user department, it may appoint another Temping Agency from amongst the Temping Agencies during the proposal validity for the completion of the work.</p>
37. Disputes Resolution	<p>1.1 Amicable Settlement - The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/ differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved within 15 days from the date of receipt of written notice, the matter will be referred to the Authority, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.</p> <p>1.2 Arbitration - In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties for such a dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Authority and other appointed by Temping Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Tamil Nadu and following are agreed. The arbitration award shall be final and binding on the Parties, and the Parties agree to be</p>

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	<p>bound thereby and to act accordingly. The arbitrator may award to the Party that substantially prevails on merit, its costs, and reasonable expenses (including reasonable fees for counsel). When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.</p>
38. Disqualification	<p>1.1 The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> – During the bid process, if a bidder indulges in any such deliberate act that would jeopardise or unnecessarily delay the process of bid evaluation and finalisation. – Bidder indulges in canvassing in any form to win the contract. – Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project. – Documents and proofs are not submitted in the formats as per the tendering norms.

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DATA SHEET

A. General	
ITB Clause.	
2.1	<p>Name of the Authority: Tamil Nadu Skill Development Corporation. Address: 1st Floor, Employment office, Alandur road, Thiru Vi Ka Industrial Estate, Guindy, Chennai - 600032 Phone: 044-22500107. E-Mail: eoi2023@tnsdc.in Website: https://www.tnskill.tn.gov.in/ Method of submission : Postal/ courier</p> <p>Address Details Tamil Nadu Skill Development Corporation, 1st floor, Employment Office, Alandur Road, Thiru Vi.Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600 032</p> <p>Method of selection: QCBS</p>
2.2	<p>The name of the assignment is: Selection of a Temping Agency for providing Staffing/Temping Service in Identifying and Onboarding Skilled Subject Matter Experts for Model School under School Education Department. RfP No: TNSDC/STA/2980/2023 RfP Date: 14-11-2023</p>
2.3	Consortium are Not permitted
2.4	Duration of contract: One year, extendable in line with the bidder's original rate, terms and conditions based on satisfactory performance of the selected bidder.
B. Preparation of Proposals	
2.5	English language
2.6	<p>The proposal shall comprise the following:</p> <ol style="list-style-type: none"> (1) General Power of Attorney to sign the proposal (2) TECH - 1 (3) TECH - 2 (4) TECH - 3 (5) TECH - 4 (6) FIN - 1 (7) FIN - 2 (8) FIN - 3 (9) Appendix I (10) Appendix II (11) Appendix III

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	(12) Appendix IV (13) Appendix V
2.7	Earnest Money Deposit: Rs 100000/- (Rupees One Lakh) Note: Bidders with an Udyam Registration Certificate shall be exempt from submitting an EMD. However, a copy of the Udyam certificate should be submitted by the bidder towards the same.
2.8	Proposals must remain valid for 90 days after the Bid Due Date (BDD).
2.9	Pre - bid Meeting: 27 Nov 2023
C. Submission, Opening and Evaluation	
2.10	The bidder must submit in separate (a) technical Proposal (b) Financial Proposal. Through postal/ courier in two cover system
2.11	Bid Due Date: 15 Dec 2023
2.12	Bid Opening Date: 15 Dec 2023 (3.30 pm)

Section 2. Technical Proposal – Standard Forms

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-2	Bidder's General Information.
TECH-3	Bidder's Experiences.
TECH-4	Description of Approach and Work Plan for performing the assignment.
TECH-5	Technical Qualification
Appendix - I	EMD and Performance Bank Guarantee Format.
Appendix - II	General Power of Attorney Format for Authorised Signatory
Appendix - III	Integrity and Avoidance of Conflict-of-Interest Pact.
	Certificate against blacklist by any Central/State Government/PSU (Format not included. Bidder to submit self-certificate on letter head which shall be submitted as part of FORM TECH-3).

The bidders may note that their submissions should be uploaded according to the stipulated format, failing which successful bid submission shall not be possible. The scanned documents of the proposals should adhere to the above-mentioned expectations, failing which, they shall be summarily rejected.

FORM TECH -1

Technical Proposal Submission Form

(To BE FILLED AND PRINTED ON THE BIDDER'S LETTERHEAD, AND UPLOADED)

[Location, Date]

To
Tamil Nadu Skill Development Corporation,
1st Floor, Employment Office,
Alandur Road,
Thiru Vi Ka Industrial Estate,
Guindy, Chennai - 600032

Dear Madam/ Sir,

Sub: Submission of proposal in response to RfP for <RfP title> and <RfP No.>

We, the undersigned, offer to provide the services in accordance with your Request for Proposals (RfP) <RfP No.> dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RfP]: "We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal (separately), as specified in the RfP document." We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification
- b) Our Proposal shall be valid and remain binding upon us until [insert day, month, and year in accordance with Bid Validity Period].
- c) We have no conflict of interest in accordance with the RfP <No.> terms.
- d) We meet the eligibility requirements as stated in RfP <No.>
- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our proposal is accepted and the contract is signed, to initiate the Services related to the assignment no later than the date finalised by the State of Tamil Nadu upon award of contract.

Yours sincerely,

Signature (of Temping Agency's authorised representative) {In full and initials}:

Full name: {insert full name of authorised representative}

Title: {insert title/position of authorised representative} Name of Temping Agency (company's name):

Address: {insert the authorised representative's address}

Phone/fax: {insert the authorised representative's phone and fax number, if applicable}

Email: {insert the authorised representative's email address}

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FORM TECH-2

BIDDER'S GENERAL INFORMATION

Form TECH-2: a brief description of the Bidder's organisation

Sl.	Particulars	Documents to be provided
1.	Details of the Temping Agency/ Agency	
	Name	
	Address	Please provide local office registration details (if any)
	Telephone	
	Email	
2.	Details of the Authorised person	Please provide the General Power of Attorney or Board resolution.
a	Name	
b	Address	
c	Telephone / Email	
3.	Registration details	
a	Date of Incorporation of Temping Agency	Copy of Incorporation Certificate/ Udyam Certificate of the Temping Agency to be provided
b	PAN Number and GST number	No: (Copy of PAN to be Attached)
4.	Company Profile and Strength	i. Company background and history. ii. No. of full-time employees (documents showing the number of employees on the payroll as of 31 st March 2023).
5.	Bank Account Details to which payments are to be made to the Bidder.	Account Name: Account Number: Bank Name:

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		Bank Branch: IFSC:
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FORM TECH-3

BIDDER'S EXPERIENCES

Form Tech-3: A brief description of the Bidder's recent experience that is most relevant to the assignment.

[Using the format below, provide information on each assignment for which your Temping Agency was legally contracted either individually as a corporate entity for carrying out consulting services similar to the ones requested under this assignment.]

- The proof of relevant work experience may include - work Order/ Engagement Letter/ Contract Agreement/ Master Service Agreement and client Satisfactory Work Certificate/ Completion Certificate from the client.
- The Supporting documents furnished by the Temping Agency as a proof of experience should clearly cover the key aspects (e.g., contract value, start/end date/Scope, etc.,) as per the prescribed evaluation criteria.
- The relevant page numbers as per your proposal document shall be mentioned in the appropriate cell in the table.

1. **Turnover:** Audited Annual Turnover certified by Statutory Auditor to be attached.

Turnover in FY 2020-21	Rs.	
Turnover in FY 2021-22	Rs.	
Turnover in Fy 2022-23	Rs.	

2. **Tenure:** How many years has the Bidder been providing staffing/ Temping services.

No. of years	Tick any one option	Name of Client	Enter the year of work commencement
<3 years			Should be before November 16, 2020
> 3 - 4 years			Should be before November 16, 2019
> 4 - 6 Years			Should be before November 16, 2018
> 6 Years			Should be before November 16, 2017

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- 3. Relevant Experience:** Over the last 5 years (FY 2017-18 Onwards), The Temping Agency should have provided staffing/ temping services to other government departments/ government companies/ government entities/ government projects (directly or indirectly) with a minimum value of Rs. 25 Lakhs per annum. (The services should indicate recruitment of individuals into regular and/or **work order value** contractual positions on the rolls of the bidder in all three types of assignments as shown in scope of work).

Sl. No.	Name of Client	Years of commencement	Type of Engagement	Total Value of Project excl. Of GST (in RS.)	Client Reference Name and Mobile number.
1					
2					
3					
4					

FORM TECH - 4

Description Of Approach and Work Plan for Performing The Assignment

Form TECH-4: a brief description of the Bidder's approach and work plan for performing the assignment

Technical approach and work plan are key components of the Technical Proposal. The Bidders will present their Technical Proposal (items A, B and C below) in single- sided printed sheets (A-4 size, minimum 11 font size).

- A. Technical Approach and Methodology,
- B. Work Plan, and
- C. Organization and Staffing,

A. Technical Approach and Methodology: In this section, the Temping Agency should explain the understanding of the assignment, approach to the services and methodology for carrying out the activities. The Temping Agency should highlight any challenges anticipated in delivering a programme of this nature and discuss proposed approaches to overcome the challenges and meet the requirements of the assignment. For procurement scope the Temping Agency must describe the products in detail, the specifications, the features, applicability, ease of use, maintenance ease, etc.

B. Work Plan: In this section, the Temping Agency should describe the overall work plan for the activities of the assignment and a detailed work plan for various phases of the assignment. The work plan must demonstrate an understanding of the scope of work and the ability to translate the scope into a feasible working plan.

C. Organization and Staffing & Timeline for delivery of service : In this section, the Temping Agency should briefly discuss the structure, composition, roles and responsibilities of the team members and how the team will ensure timely delivery of the agreed-upon services.

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FORM TECH-5

The bidders must carefully examine the below mentioned eligibility criteria prior to uploading the requested documents. The bidder has to meet all the eligibility criteria set out to be eligible for evaluation.

SL. No.	Qualification Criteria	Supporting Doc/Proof
1	The Bidder should be registered as a company/ LLP in India as per Company Act/ LLP Act and should have been in existence for a minimum of Three years as of August, 2023.	The self-attested copy of the Certificate of Incorporation issued by the Registrar of Companies/ MCA is to be submitted.
2	The bidder should possess the following documents. a. Income Tax b. Goods and services tax The bidder should also carry a Valid PAN number.	i. GST Registration ii. Copy of Pan Card. All supporting documents must be duly signed by the authorised representative of Bidder and uploaded onto the bidding platform.
3	The Bidder should have a minimum average turnover of at least Rs. 2 Crore (audited) from Staffing/ temping services in the previous three financial years (FY 2020-21, FY 2021-22, FY 2022-23).	i. Audited P&L statement for FY 2020-21. ii. Audited P&L statement for FY 2021-22. iii. Audited P&L statement for FY 2022-23.
4	The Bidder shall submit proof of having carried out at least three projects worth Rs. 25 Lakh each (excluding taxes) in India in staffing/ Temping services, of which a minimum of 2 such services should be with the government entities or Government projects direct or indirect manner years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23) as of March 31, 2023. On-going projects shall not be accepted. Projects should have been completed latest by March 31, 2023.	i. Work order 1 ii. Completion Certificate 1 iii. FY in which work was awarded and completed. iv. Order value 1 (Excl. of GST). v. Work order 2 vi. Completion Certificate 2 vii. FY in which work was awarded and completed. viii. Order value 2 (Excl. of GST) ix. Work Order 3 x. Completion Certificate 3 xi. FY in which work was awarded and completed. xii. Order value 3 (Excl. of GST)

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5	The Bidder should have not been blacklisted at any time by the Government/ Government agency/ Banks/ Financial Institutions in India.	Self-declaration on the respective letterheads to be provided.
6	The Bidder should have at least 200 Persons on its current payroll	PF and ESI details of Employees for last three months of FY 2023-24 (i.e Aug 2023 Sep 2023 and Oct 2023)
7	The Bidder should have at least one of the following certifications (ISO 9001:2015; or ISO 27001) Proof of certifications to be provided.	Copy of certificate issued in the name of the bidder to be provided.
8	Whether Earnest Money Deposit (EMD) for Rs. 1 Lakh /- (Rupees One lakh only) in the form DD in favour of "Samagra Shiksha office Department of Education, Govt of Tamil Nadu Note- Exemption of EMD will only be given to MSME/ NSIC registered bidders. Such bidder shall submit valid supporting certificates as per instructions in this RfP for submission of EMD.	Scanned copy of EMD payment/ Scanned copy of Udyam certificate (if applicable).

Note: The bidder must comply with all the above-mentioned criteria. Noncompliance of any of the criteria will be liable for rejection of the bid.

Section 3. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 1.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Bidder's Annual Turnover

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

TN Skill Development Corporation

1st floor, Employment Office,

Alandur Road,

Thiru Vi Ka Industrial Estate,

Guindy, Chennai - 600032

Dear Sir/ Madam,

Subject: Submission of the financial proposal in response to RfP for <RfP title> and <RfP No.>

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date]. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] for undertaking the assignment as per the Terms & Conditions enclosed.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to the expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely — Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Name of Temping Agency and Address:

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FORM FIN-2

SUMMARY OF COSTS

Sl. No.	Role	Maximum commission that can be charged (%)	Commission to be charged by bidder (%)
		[1]	[2]
1	Subject matter experts	5%	

Note:

- 1) Should be Quoted separately for each category specified in Scope of work Clause 8(d).
- 2) This commission is payable on the total salary paid by the bidder to the candidates selected to work for **user department**. This commission will be payable upon submission of relevant documents such as salary slips, and evidence of bank account transfer to the employees including proof of payment of EPF, ESI and other statutory payments.
- 3) The Authority and user department reserves the right to verify the salary figures, their components, and the amount finally paid to the incumbent along with any deductions and seek responses from the bidders in case the details provided are unclear.
- 4) The rate quoted in "[2]" above will be the basis for comparison across bidders. This rate should be entered in Form FIN-1.
- 5) The Authority and user department reserves the right to seek clarifications in case variations in the above rate are beyond explicable limits.

Authorised Signature:

Name & Designation of Signatory:

Name of Temping Agency and Address:

FORM FIN-3

Bidder's Annual Turnover

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

Bidder's Annual Turnover			
SL. NO.	Financial Year	Turnover	Net Worth
1	2022 - 23		
2	2021 - 22		
3	2020 - 21		
Total			

Date:

Seal:

Signature of the Bidder Signature of The Auditor/ with Seal Chartered Accountant

(Name in Capital with Registration Number)

Section 4. Terms of Reference

A. Background

Tamil Nadu Skill Development Corporation (TNSDC) was formed with a vision to transform the state into a skill hub by skilling the youth to enhance their employability and match the expectations of the industry. Since 2013 it has been functioning as a corporation under the Labour and Employment Department. TNSDC has been declared a state nodal Agency for Skill Development by the Government.

B. Scope of Work

Overview

1. Through this tender TNSDC will select a Temping Agency which shall hire subject matter experts.
2. The bidder will be required to source suitable candidates based on the job description, experience requirements, qualification requirements, demographic requirements if any (e.g. location, age, etc.,) provided from time to time.
3. For each post, one or more of the selected Temping Agencies will provide at least three relevant CVs after vetting.
4. After a process of selection (test / group discussion / interview etc), the list of resources selected will have to be onboarded on the rolls of the Temping Agency.
5. The work to the empaneled bidders shall be assigned in the following ways i.e.,

a. **Temping Assignment** (Capacity Augmentation) for requirements where Tamil Nadu Skill Development Corporation intends to hire a Temping Agency which shall recruit subject matter experts to enhance specific skills in the said subjects **for** user department. They would be paid in terms of man-month basis as per finalised rate.

6. Indicative Profiles proposed to be hired through the agency for Temping:

Subject-matter Experts who will be enhancing the subjects mentioned below but not limited to:

- 1) Physics
- 2) Chemistry
- 3) Botany
- 4) Zoology
- 5) Mathematics
- 6) English
- 7) Tamil
- 8) Commerce
- 9) Accountancy
- 10) Economics
- 11) Statistics and Business Mathematics

9. The Subject - matter Experts who shall be hired by the temping agency should possess qualifications as would be indicated based on need.

The aim of this module is to enhance the specific skills in all the listed subjects. The Selected Bidder shall be responsible for recruiting the appropriate candidate as a

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subject matter expert who shall enhance the specific skills in the said subjects.

C. Deployment of Personnel

- 1) Neither the Temping Agency nor its personnel can be treated as employees of Authority /user department for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of Tamil Nadu Skill Development Corporation. The Temping Agency or its personnel shall not at any point of time have any claim whatsoever against Authority /user department. The bidder should submit undertakings received from the respective deployed personnel in Authority /user department regarding the same.
- 2) If authority concerned so recommends, the deployed personnel must be replaced by the empanelled agency within a period of 30 working days.
- 3) It is expressly understood and agreed to between the parties to this agreement that the personnel deployed by the bidder shall be the employees of the bidder for all intents and purposes and in no case, there shall be a relationship of employer and employee between Authority /user department and the said personnel.
- 4) The Temping Agency should submit undertakings received from the respective deployed personnel in the authority concerned regarding the same along with an Employment certificate by HR issued to those personnel.
- 6) In case any employee of the agency that has been deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the agency to contest the same at appropriate forum(s).
- 7) The personnel should be stationed in Project Location for the entire project period. They have to follow the working hours, working days and Holidays of the authority concerned.
- 8) They shall get prior approval of authority concerned before leaving project location.
- 9) Leave entitlement and computation will be effective from the date of start of project.
- 10) Appointed personnel can avail maximum 12 leaves per year on a pro-rata basis.
- 11) Leave cannot be claimed as a right. Except in case of emergencies, all leave will be granted subject to organisation requirements. A situation will be considered an emergency on a case-by-case basis and will be decided by the Nodal Officer of the Project.
- 12) The personnel deployed under this tender should be on payroll and full-time employees of the selected Temping Agency.
- 13) Bidder's personnel shall make their own arrangements for accommodation, local transport to the place where they would be appointed and they will not be eligible for any additional reimbursement in this regard.
- 14) The authority concerned will review and sign off on a model appointment letter that shall be shared by the Temping Agency with the resources. Only this model appointment letter shall be used by the Temping Agency. This model appointment letter will include terms and conditions including but not limited to the security of intellectual property and data of the authority concerned, poor conduct and discipline aspects; provisions for regular monitoring and review of candidates by Authority /user department.
- 15) The Bidders shall work with the authority concerned to make the Job Descriptions of the roles and will make a dedicated effort to understand the role – context. Repeated instances of shortlisting of poor quality CVs without understanding the context will result in penalties including but not limited to blacklisting of the bidders in Tamil Nadu.

D. Service Level Expectations

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- 1) The selected Temping Agency has to enter into a service level agreement with the authority concerned office before the award of the contract as per the format provided.
- 2) The contract will be for a period of one year and shall be extended from year to year based on the performance of the Bidder.
- 3) The following Service Levels are expected from the Temping Agency throughout the contract period and in case of lapses, penalties as stated below are applicable. The penalty shall be deducted while making payments to the invoices raised by the Temping Agency for the deployment.

Sl. No.	Parameter	Details	Penalty
1	Absence of resources	Informed absence	Payment to be made on a proportionate basis only.
		Uninformed absence for more than 5 working days.	No payment to be made for the said month.
2	Replacement of resources in case of death, and medical incapacity.	Replacement due to the death, and medical incapacity, subject to furnishing of appropriate relieving certificate.	No penalty. Alternate shortlisted CVs must be submitted within 1 month of the date of intimation of resignation/ death/ medical incapacity of candidate. Replacement CV should be equivalent or better than the existing candidate.
3	Replacement of resources in case of leaving within 6 months of joining.		<ul style="list-style-type: none"> • The commission already paid to the Temping Agency in the year, for the resources who leave within the 6 months will be deducted and adjusted in subsequent payments.
4	Attrition	Only resources who leave/ are terminated after 6 months will be considered for this computation.	<ul style="list-style-type: none"> • < = 10%: Nil • > 10% to 20%: 20% of the total commission paid for the resources that have left will be deducted and adjusted in subsequent bills. • > 20%: 40% of the total commission paid for the resources that have left will

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			be deducted and adjusted in subsequent bills.
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E. Payments

1) Payment will be made in Indian Rupees only.

2) Payment to be done by user department

3) The payment to the selected Temping Agency will be made on a monthly basis depending upon the actual duration of temping services rendered at the project location after availing service.

4) The Temping Agency will submit pre-receipted bills in triplicate (having details of concerned work-order number, Date) on monthly basis in the name of the authority concerned, by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.

5) Payments shall be made subject to deductions of any amount for which the Temping Agency is liable under the empanelment or tender conditions. Further all payments to Temping Agency will be made subject to deduction of TDS (Tax deduction at Source) applicable to deployment of professionals as per the income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.

6) GST would be paid extra as may be applicable from time to time.

7) It is the duty of the Temping Agency to regularly pay the deployed personnel their entitlements like monthly salaries/ wages/ annual increment/ EPF/ ESI/ Bonus/ Medical Insurance/Accidental Insurance etc. as may be applicable and submit the proof thereof to authority concerned along with Vendor Invoices for the processing of the bills.

F. Exit Clause

At the time of expiry of contract period, as per the contract between the parties, the personnel recruited should ensure a complete knowledge transfer to the new personnel replacing them within a period of 4 weeks. The personnel at the time of exit process will supply the following:

a.All information relating to the work rendered.

b.Project data and confidential information

c.All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to the authority concerned identified to carry out due diligence in order to transition the provision of services to the authority concerned. **(i.e.** Authority /user department

d.All properties provided by the authority concerned. **(i.e.** Authority /user department)

e.Before the date of exit, the successful bidder shall deliver to the authority concerned **(i.e.** Authority /user department) all new and updated deliverables and shall not retain any copy thereof.

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Section 5. Terms and Conditions

A. General

The contract period is one year from the date of the work order issuance. It may be extended for an additional year at the Authority's discretion based on the successful bidder's satisfactory performance reports received from School Education Department.

B. Duration of the Project

The proposed period of service will be for **1 year** from the date of issue of work order, renewable on an annual basis.

C. Commencement, Completion, Modification and Termination of the Project

1) Effectiveness of the Project

The project becomes effective upon signing of work orders by both the Authority and the selected Temping Agency.

2) Expiration of the Project

The project remains in effect for one year unless terminated earlier as per the General Conditions of the project.

3) Modifications or Variations

Any modifications or variations to the project terms and conditions, including the scope of services, must be agreed upon in writing by both parties.

4) No Breach of the Project

The failure of a Party to fulfil any of its obligations under the project shall not be considered a breach of, or default, under this project insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- i. Has taken all reasonable precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of this project, and
- ii. Has informed the other Party as soon as possible about the occurrence of such an event.

5) Rates Quoted

The rates quoted by the Temping Agency shall apply for the entire duration of the project until decided otherwise through writing from the Authority /user department. The rates quoted shall be inclusive of all taxes, levies, etc. except GST. The GST shall be paid at rates applicable from time to time as per law. No extra amount shall be payable in addition to the accepted rate.

6) Subletting of Work

The Temping Agency shall not assign or sublet the work to any other person or party in part or full.

D. Obligations of the Selected Temping Agency

1) Standard of Performance

The Selected Bidder shall render services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Selected Bidder shall always act, in respect to any matter relating to this Empanelment, as faithful advisers to the user department /Authority, and shall always support and safeguard the user department/Authority legitimate interests in any dealings with third Parties.

2) Accounting

The Temping Agency is required to maintain accurate and organised accounts and records for the Services provided under this agreement. These records must adhere to internationally accepted accounting principles and should clearly document all relevant time changes, costs, and their respective bases.

E. Tests of responsiveness

Prior to evaluation of the proposals, the Authority /user department will determine whether each proposal is responsive to the requirements of the RfP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant.
- b. It contains all information as desired in this RfP.
- c. Information is provided as per the formats specified in the RfP.
- d. RfP must be accompanied with EMD.

The Authority /user department reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority /user department in respect of such proposal.

F. Review and Monitoring

The user department/Authority will regularly review the performance of the Empaneled Temping Agency. The Authority reserves the right to audit the interim deliverables to ascertain the actual progress being made and if feedback and issues reported by it are being addressed adequately.

G. Change Requests (CR)

Any additional task entrusted to an Temping Agency in addition to those mentioned in Section B shall be considered as a Change Request. The Temping Agency must furnish the effort estimation for the CR and the same will be reviewed & approved by the relevant district administration. **The cost implications of the CR shall be calculated from the rates quoted by the Temping Agency in the price discovery of items.** The decision of the user department /Authority on the value of the change request is final.

H. Intellectual Property Rights (IPR)

The ownership and IPR of deliverables made under the RfP rest with the user department/Authority. The ownership and IPR of proprietary tools used by the Temping Agency or third parties to produce the deliverables remain with the respective parties. The Temping Agency should disclose such tools used under this RFQ to the user department/Authority.

I. Confidentiality Obligations

- a. The Temping Agency agrees and acknowledges that during the term of the contract with the Authority /user department, the Temping Agency shall have access to Confidential Information through oral, visual, electronic, or written means, solely by the Contract and to enable the Temping Agency to discharge his obligations towards the user department/Authority as a Successful bidder. The provision of access to Confidential Information to the Temping Agency shall be at the discretion of the user department/Authority.
- b. The Temping Agency understands the immense value of the Confidential Information to the user department/Authority, its Affiliates, and its present, past, or prospective clients. The Temping Agency acknowledges that any use or disclosure of such Confidential Information, including inadvertent disclosure, can cause significant and irreparable harm, loss, damage, and injury to the user department/Authority and its reputation. Therefore, the Temping Agency undertakes to keep the Confidential Information confidential, using it only as expressly authorised by the user department/Authority and solely during the term of the contract.
- c. The Temping Agency always agrees and undertakes that during the term of its contract and thereafter on termination of its contract for whatever reason to hold in the strictest confidence, and not to use, except for the benefit of the user department/Authority, and refrain from in any manner divulging, discussing, disclosing the Confidential Information to any third party or in any manner directly or indirectly using the Confidential Information without the written authorization of the user department/Authority.
- d. The Temping Agency recognizes that the user department/Authority has received and, in the future, will receive from third parties, information that would be confidential and proprietary to such third parties, during its contract. The Temping Agency agrees to hold all such third-party information in the strictest confidence and not to disclose it to any person, Temping Agency, or corporation or to use it except as necessary in carrying out his work for the user department/Authority consistent with the Authority's agreement with such a third party.
- e. The Temping Agency further undertakes not to make copies of such Confidential Information except as directed by the user department/Authority. Nothing contained in this Agreement shall be construed as granting or conferring any rights either as a licence or otherwise in the Confidential Information. The Temping Agency shall not claim or represent to hold any interest by way of ownership, assignment, or otherwise in the Confidential Information.
- f. The Temping Agency shall, upon the termination of the contract, promptly return to the Authority /user department all Confidential Information including all

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materials and documents obtained from or through the user department/Authority (in hard or soft copy).

- g. Nothing in the Section 2 shall apply to information: (i) that was previously known by the Temping Agency on Contract, as established by written records of the Temping Agency before receipt of such information from user department/Authority; (ii) that was lawfully obtained by the Temping Agency from a third party without any obligations of confidentiality to the Authority; (iii) that was developed by the Temping Agency independent of the Confidential Information; and (iv) information disclosed to the Temping Agency by the Authority without confidentiality restrictions.

J. Indemnity

The Temping Agency must indemnify the user department/Authority against all third-party claims of infringement of patent, trademark/copyright, or industrial design rights arising from the use of the supplied software/ hardware/ manpower, etc, and related services or any part thereof. The user department/Authority stands indemnified from any claims that the hired manpower/ Temping Agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. The Authority also stands indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ Temping Agency's manpower while discharging their duty towards the fulfilment of the purchase orders.

K. Exit Management

- a. At the time of expiry of the contract, the Temping Agency should ensure a complete knowledge transfer by the Temping Agency to the user department/Authority within a period of 2 weeks.
- b. The Temping Agency at the time of the exit process will supply the following:
 1. All information relating to the work rendered.
 2. Project data and confidential information
 3. All other information including but not limited to documents and records relating to the services reasonably necessary to the user department/Authority or any other agency identified to carry out due diligence to transition the provision of services to the Authority or any other agency identified.
 4. All material provided by the user department / Authority shall be returned.
 5. Before the date of exit of the Temping Agency from the user department/Authority, the Temping Agency shall deliver to the user department/Authority all new and updated deliverables and shall not retain any copy thereof.

L. Payment Terms

1. Payment will be made to the Temping Agency based on the invoice submitted by the respective Temping Agency, generated against the rendering of services for a

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temping agency led or conducted under the direction of a work order issued by the Authority /user department /District Administration.

2. If there is no requirement of an advance:

- i. Payment will be made to the Selected Temping Agency, on submission of the invoice. This includes lump sum costs incurred by the bidder on items used for a temping agency.
- ii. The Client will allow a maximum addition of 20% to each invoice as miscellaneous expenses. This will be approved by the concerned officer from the user department / Authority /District Administration if there is a requirement of a mobilisation advance:
- iii. A maximum of 25% of the Payment provided by the Temping Agency will be paid as **mobilisation advance** to the Temping Agency. For the same, the Temping Agency shall submit a proposed estimate to the Authority/District Administration and obtain approval for the same. After approval of the same, the Temping Agency shall need to submit an invoice for the approved amount.
- iv. The remaining 75% of the Payment shall be paid to the Temping Agency after successful completion of the event.

3. Payment for other temping agency related costs (that fall beyond the scope of work) will be paid on actual basis after the submission of invoices.

M. Selection Methodology

The selection of Temping Agency will be in accordance with the lowest rate/ least cost tender operating procedure:

1. Each tender shall be primarily evaluated on the following aspects:

- (a) Meets the eligibility criteria;
- (b) Submitted proposals through postal/ courier
- (c) Is accompanied by the required EMD;
- (d) Is substantially responsive to the requirements of the Bidding documents.
 - i. A substantially responsive bid is one in which Temping Agencies accept all the terms, conditions, and specifications of the tender documents, without deviation.
 - ii. A 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 Authority /user department 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.
 - iii. The Authority /user department reserves the right to request additional information from bidders to assist in further evaluation of proposals.

2. Any submitted bid/ tender not fulfilling the qualification criteria indicated in the document shall be summarily rejected.

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3. The Technical Bid will be opened by the Authority and evaluated against the minimum qualification criteria. The bidders who qualify as per the minimum qualification requirements will be deemed as the technically qualified bidders.
4. Only the financial bids of the qualified bidders will be opened by the Authority.
5. The bidder with the most receptive bid will be chosen as the L1 bidder and will be invited for negotiations.
6. Bidders who match their quoted rates with the empanelled L1 bidder, shall be considered for empanelment.

Appendix-I: EMD and Performance Bank Guarantee Format

To
Managing Director,
Tamil Nadu Skill Development Corporation,
Alandur Road, Thiru Vi. Ka Industrial Estate,.
Guindy, Chennai, 600 032

WHEREAS _____ [Name and address of Temping Agency] (hereinafter called "the Temping Agency") has undertaken, in pursuance of your Letter No. dated _____ to provide consultancy services to the Tamil Nadu Skill Development Corporation on terms and conditions set forth in the said letter.

AND WHEREAS it has been stipulated by you in the said letter that the Temping Agency shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the terms and conditions set forth in the said letter.

AND WHEREAS we have agreed to give the Temping Agency such a Bank Guarantee.

NOW THEREOF whereby a Temping Agency that we are the Guarantor are responsible to you on behalf of the Temping Agency up to a total of Rs. _____/- [amount of Guarantee][in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show ground so reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Temping Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed there under or of any of the Contract documents which may be made between you and the Temping Agency shall in any way release us from any liability under this guarantee, and whereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Temping Agency or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee restricted to Rs. _____/- (Rupees _____ only) and the guarantee shall remain valid till _____ unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for 12 months from the date of aforesaid letter and may be extendable, if required.

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Signature and Seal of the Guarantor	In presence of
	1.
Name and Designation: _____	(Name, Signature and Occupation)
Name of Bank	
Address:	2.
Date:	(Name, Signature and Occupation)

Appendix-II: General Power of Attorney Format for Authorised Signatory

Know all by these presents, _____ (Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize _____ (Name of the person) and presently residing at _____ (Complete Address) who is presently employed with us and holding the position of _____ (Title/Designation), as our true and lawful attorney _____ (hereinafter referred to as the "Attorney") 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 Proposal[s] for providing _____ (Title of the project) including but not limited to signing and submission of all applications. Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to Tamil Nadu Skill Development Corporation , Government of Tamil Nadu, representing us in all matters before the Tamil Nadu Skill Development Corporation, Government of Tamil Nadu, including negotiations, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with to Tamil Nadu Skill Development Corporation , Government of Tamil Nadu, in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with to Tamil Nadu Skill Development Corporation, Government of Tamil Nadu.

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

IN WITNESS WHEREOF WE, _____ (NAME OF THE COMPANY) THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS GENERAL POWER OF ATTORNEY ON THIS DD/MM/YYYY

This General Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY (for 1 year) if not revoked earlier or if the said Attorney is in the service of the Company, whichever is earlier.

I accept,

Name:

Title:

Date:

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Place:

Witness 1:

Witness 2:

Appendix-III: Standard Form of Contract for the Temping Agency

Project Name: Selection of a Temping Agency for providing Staffing/ Temping Support to Tamil Nadu Skill Development Corporation

CONTRACT FILE NO. _____

BETWEEN

User Department

(Name of the Temping Agency)

Dated:

Form of Contract

This CONTRACT (hereinafter called the "Contract for the Temping Agency") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Managing Director, Tamil Nadu Skill Development Corporation, Government of Tamil Nadu. (Hereinafter called the "Authority") and, on the other hand, *[name of the Temping Agency]* (hereinafter called the "Temping Agency").

WHEREAS

- (a) The Authority has requested the Temping Agency to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Temping Agency, having represented to the Authority that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a. The Instructions to Bidders (As per the Section 1 of RfP)
- b. The Payment Terms (As per Section 4 of RfP)

c. Appendices:

- Appendix-I: EMD and Performance Bank Guarantee Format
- Appendix-II: General Power of Attorney Format for Authorised Signatory
- Appendix-III: Standard Form of Contract for the Temping Agency
- Appendix-IV: Integrity and Avoidance of Conflict-of-Interest Pact
- Appendix-V: Template for Submission of Pre-Bid Queries

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2. The mutual rights and obligations of the Client and the Temping Agency shall be as set forth in the Contract, in particular:

a. The Temping Agency shall carry out the Services in accordance with the provisions of the Contract; and

b. The Authority shall make payments to the Temping Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be Signed in their respective names as of the day, month and year first above written.

For and on behalf of

Name:

Signature:

User Department

For and behalf of the Temping Agency

Name:

(Only authorised representative of Temping Agency should sign)

Signature:

Name of the Temping Agency

Appendix-IV: Integrity and Avoidance of Conflict-of-Interest Pact

A bidder and/ or selected bidder must always abide by the terms and conditions of this "Integrity and Avoidance of Conflict-of-Interest Pact."

A. The Authority requires that the bidder/ entities bidding in a consortium/ selected bidder/ Temping Agency (hereafter called "the relevant parties" which is defined in detail below) provides professional, objective, and impartial advice and always hold

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the Authority's and the State Government's interests' paramount, avoid conflicts with other assignments or its own interests and acts with integrity and without any consideration for future work. "The relevant parties" shall not accept or engage in any assignment that may place it/them in a position of not being able to carry out the assignment in the best interests of the Authority and the Project.

Definition of "Relevant Parties" and Applicability of this Pact.

The principles for the determinants of Conflict of Interest and breach of integrity shall apply to the following "relevant parties" and the following work/ decisions/ issues:

B. Relevant parties:

- (a) Every individual functioning under the banner of the bidder and its constituent entities irrespective of whether salaried/ paid by them or working pro bono.
- (b) Every funder/ promoter/partner of the bidder and its constituent entities.
- (c) In particular, these principles apply to everyone who works at or with the bidder/ and its constituent entities and associates, including staff and managers (regardless of appointment type), short and extended term Temping Agency and all temporary, casual, contractual, special and coterminous appointments such as research assistants and professionals etc., affiliates, associates, Officers, employers or Temping Agencies who are working with the bidder and its constituent entities either in their individual capacity or from other organisations for the purpose of this RfP, even though they do not belong to (a) or (b) above.

Provided that for (a), (b), (c) above, legal/ natural persons will be affiliates if either one party effectively controls (has more than 25% shareholding in) the other or both effective control (have more than 25% shareholding in) each other or who are being effectively controlled by a common third legal person/ natural person (having more than 25% shareholding in both or either).

Provided further that for (a), (b), (c) above, legal/ Natural persons will be associates if either one party directly or indirectly employs the other or both are being directly or indirectly employed by a common third legal person/ natural person.

C. Work/decisions/issues

- (d) All types of evaluative work done related to the RfP and project by the bidder and its constituent entities and all such work done by the government to which the bidder and its constituent entities is privy to during the process.
- (e) All decisions which pertain to current and future functioning of the Authority, records and related projects drawn out of work done under the RfP and this Project by the bidder and its constituent entities.
- (f) Any conflict of interest found to be of substance and materiality raised by persons with respect to (a) to (e) above or by other stakeholders, civil society organisations or other external stakeholders.

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Conflict of Interest

A. Definition of Conflict of Interest

"The relevant parties" shall be deemed to have a Conflict of Interest affecting the Selection Process or execution of Contract, if:

- (a) The bidder, or its Associate (or any constituent thereof) and any other bidder, or its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a bidder, or its Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, or its Associate, as the case may be) in the other Bidder, or its Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
- (b) A constituent of such Bidder is also a constituent of another Bidder; or
- (c) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (e) Such Bidder has a relationship with another Bidder, directly or through common third parties that puts them in a position to have access to each other's information about or to influence the Application of either or each of the other Bidders; or
- (f) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and their sub-Temping Agencies) and any Associates/ Affiliates. While providing temping services to the Authority for this assignment, the Temping Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) A Temping Agency which has been engaged by the Authority to provide goods or works or services for a project, and its Affiliates/Associates, will be

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disqualified from providing consulting services for the same project save and except as per provisions of this RfP, conversely, a Temping Agency hired to provide consulting services for the preparation or implementation of a project, or its Associates, will be disqualified from subsequently providing goods or works or services related to the same project, save and except as per provisions of this or the relevant RfP; or the Bidder, or its Associate (or any constituent thereof), and the Bidder or Concessionaire, if any, for the Project, its contractor or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, or its Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be,) in the Bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such concessionaire or its contractors or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (I) above.

- (h) During the execution of the Terms of Reference/Contract, a situation arises in which interests other than those associated with the duty of providing balanced advice, conducting an objective evaluation of data and other material available or taking related decisions, materially interfere with the fulfilment of the Bidder/ Selected Bidder's duty or may give the appearance of interfering materially with this fulfilment. Such interest may, *inter alia*, include a personal interest OR an existing/ past professional engagement of any nature/ in any capacity, with direct/ indirect financial/ professional gains; OR employment currently or in future directly or indirectly OR receipt of a full briefing of the merits or procedural aspect of the advice/ decision/ evaluation from an interested party or/ and indulgence in any activity in bad faith in this regard or otherwise, after the execution of the Contract OR publishing of a paper or speech or otherwise advocating publicly a specific position regarding a decision adverse to the interests of the Authority or Government of Tamil Nadu/ India, manifestly beyond the purview of general academic/ professional opinions concerning the issue; OR actions/ advice leading to unfair advantage to any party during the procurement of these services or its related programs and deliverables at any level of government.

Provided that materiality refers to the risk that the identified conflict is of such a magnitude that it is likely to affect the process, findings, conclusions or recommendations of an advice or evaluation/ a decision or a procedure thereof.

Integrity Aspects

- A. For the purposes of this RfP and Project, any of the following practices will be considered as practices which go against the integrity pact.
- (a) corrupt practice means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of

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employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the Project or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award (LoA) or after the execution of the contract Agreement, as the case may be, with any person in respect of any matter relating to the Project or the LoA or the contract Agreement, who at any time has been or is a legal, financial or technical Temping Agency/ adviser of the Authority in relation to any matter concerning the Project;

- (b) fraudulent practice means a misrepresentation or omission or incomplete disclosure of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Authority and includes collusive practices among Temping Agencies/bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition.
- (c) coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;
- (d) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) restrictive practice means (i) forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or (ii) manipulating a full and fair competition in the Selection Process.

Any of the above practices may be singularly referred to as a "Prohibitive Practice" or collectively referred to as "Prohibited Practices."

The Policy and its Operation:

- A. It is the Authority's policy to require that the Temping Agency observes the highest standard of ethics during the Selection Process and execute such contracts. In pursuance of this policy, the Authority:
 - a. Will reject the Proposal for award if it determines that the Bidder has engaged in prohibited practices in competing for the contract in question;
 - b. Will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Bidder has

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engaged in prohibited practices in competing for and in executing the contract.

- B. The Bidders and their respective Officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process and the Project execution. Notwithstanding anything to the contrary contained in this RfP, the Authority will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in prohibited practices in the Selection Process and the Project execution. In such an event, the Authority will, without prejudice to its any other rights or remedies, blacklist the relevant party for a time period decided by the competent Authority.
- C. Operation of the policy shall be as follows:
- i. Every entity or entities in a consortium shall be impartial, independent, and free of any actual or potential conflict of interest and shall desist from any activity impeding the integrity pact. "The relevant parties" shall disclose at the earliest any actual/ potential adverse matter related to the conflict of interest or integrity to the Authority. (S)he may recuse herself/ himself from the proceedings voluntarily after such disclosure, if required, according to the decision of the Authority.
 - ii. Any party may challenge any person(s) under the applicability section in this Appendix to the RfP on account of breach/ non-disclosure/ non-recusal after disclosure related to matters of conflict of interest and integrity within 3 weeks of such party gaining such knowledge OR of joining duty/ service by the challenged person(s) for providing advice in the context of this RfP, whichever is later. The challenged person may voluntarily withdraw from the assignment under this RfP, if (s)he agrees to the challenge.
 - iii. A final and binding decision on such breach/ non-recusal/ non-withdrawal/ non-resignation following a relevant disclosure/ revelation of relevant fact or challenge shall be taken by the Authority. An adverse decision in this regard by the authority, shall result in the dismissal of the challenged person and the relevant entity/ bidder from the bid process and the project, debarment for 5 years of the relevant entities from engagements with any governments with the territory of Tamil Nadu and debarment of any related party from participating in any of the related government procurement procedure or if such information is received late, invalidation of the related party's such proposal as *void ab initio*; as decided by the authority. If otherwise, the person shall continue with his duties/ assignment.
 - iv. The advice/ decisions/ evaluations done by the Authority till such date of decision regarding breach/ recusal/ withdrawal/ dismissal shall be valid except for the fact that the advice/ decision/ evaluations or contribution towards advice/ decisions/ evaluations and the preparations and the interventions during the preparation of the decisions/ evaluations of such recused/ withdrawn/ challenged person shall not be valid.

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Competent Authority

- A. The Authority is competent to determine materiality and arrive at a decision on whether a conflict of interest and the breach of integrity is proved or not.

Certification

- A. We hereby certify that our Entity/ Entities have been funded from money earned through legitimate means from known sources and such funding has been always verified for compliance with the applicable laws of India and that our international funding, if any, has been FCRA compliant. We shall continue with our due diligence regarding funding in a similar manner for this Project and all other Projects that we are and will be executing currently and in the future. We shall submit to any verification as required by the Authority or the Government of Tamil Nadu/India or its representatives in this regard.
- B. We hereby certify that all relevant parties related to this Application do not attract the provisions of this pact and all of us shall abide by all the terms and conditions as always listed in this "Integrity and Avoidance of Conflict-of-Interest Pact."

IN WITNESS WHEREOF THE ENTITIES NAMED BELOW HAVE EXECUTED AND DELIVERED THIS PACT AND CERTIFICATION ON THIS THE ____ DAY OF ____ 2023.

SIGNED, SEALED AND DELIVERED For and on behalf of:		
ENTITY 1's NAME	ENTITY 2's NAME	ENTITY 3's NAME
Signature	Signature	Signature
Name	Name	Name
Designation	Designation	Designation
Address	Address	Address
In Presence of:		

1.

2.

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Dated on _____ day of _____, _____ [insert date of signing] Place:

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Appendix V: Template for Submission of Pre-Bid Queries

(Note: All pre-bid queries/ clarifications shall be populated into this template and uploaded as a document with the relevant information onto the link mentioned in clause 15.2).

Name of Organisation:

Sl No.	Pg. No. & Point No.	Existing Clause	Clarification/ Query/ Proposed Change
1	Pg. No. XX& Point No. XX		
2			
3			
4			
5			
6			
7			
8			
9			
10			

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