

**e-Limited Tender for  
Computer Course (Tally) Training for Zone 5 Women's for Self  
Employment Purpose**

**RFP Ref:E.D.C.No.A1/5622-5/2025-Tally**



**Education Department  
Greater Chennai Corporation  
Amma Maligai  
Ripon Building Complex  
EVR Salai Chennai-600003.**

**GREATER CHENNAI CORPORATION**  
**EDUCATION DEPARTMENT, AMMA MALIGAI**  
**RIPON BUILDING COMPLEX**  
**e-LIMITED TENDER NOTICE**  
**e-Limited tender is invited for the following work in Single**  
**Cover System**

1. For and on behalf of the Commissioner, Greater Chennai Corporation e-limited tenders shall be submitted through online mode to the Educational Officer, EDUCATION DEPARTMENT, Greater Chennai Corporation up to 3.00 PM on **09.07.2025**, for the work of **Computer Course (Tally) Training for Zone-5 Women's for Self Employment Purpose**
2. The tenders will be opened by the Educational Officer, EDUCATION DEPARTMENT, Greater Chennai Corporation at **3.30 p.m.** on **09.07.2025**.
3. The tenderers should do the registration in the – tender site using the option available. Then the Digital signature registration has to be done with thee-token, after logging in to the site. Thee-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/n Code etc. The list of address of the DSC vendors can be seen in <https://tntenders.gov.in/nicgep/app?component=%24DirectLink1&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf>
4. The tenderer then should login to the site using user id and the corresponding passwords.
5. Thee-token that is registered should be used by the Tenderer and should not be misused by others.
6. After downloading the tender schedules, the Tenderer should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
7. The tenderer has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.

8. The tenderer shall submit the bid documents by online mode through the site (<https://tntenders.gov.in>) upto **3.00 p.m.** on **09.07.2025**.
9. The tenderers or their authorized agents may be present at the time of opening of tenders.
10. If the tender is made by an individual, it shall be signed with the full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name, by a member of the firm, who shall also sign his own name and names and addresses of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by duly authorized Officer who shall produce with his tender satisfactory evidence in support of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.
11. Tenderer must pay as **Earnest Money Deposit** (EMD) a sum of **Rs.12,000/- (Rupees Twelve Thousand only)** through online only. This EMD shall be returned to all un-successful Bidders post the award of contract to the successful Bidder. The EMD for successful Bidder shall be returned after receipt of Performance Bank Guarantee (PBG) from the successful Bidder. Registered MSME's in Tamil Nadu will be exempted from paying EMD.
12. Tender not accompanied with the notified E.M.D in the acceptable form shall be rejected.
13. E.M.D will be retained in the case of successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
14. The successful tenderer will be notified and on acceptance of his tender, sign an agreement in the proper departmental form for the due fulfillment of the contract. A further security deposit of such other sums as will be intimated to him shall be furnished in the shape of any acceptable forms.
15. The successful tenderer shall furnish National saving Certificate or Small saving scrips or Deposits or Accounts pledged in favor of the Commissioner, Greater Chennai Corporation or irrevocable Bank Guarantee in a prescribed form towards security deposit @ 2% of the quoted amount. The deposit amount will not carry any interest.
16. The written agreement to be entered into, between the successful tenderer and the Greater Chennai Corporation shall be the foundation of all rights of both the parties and the contract shall not deemed to be complete until the agreement has first been signed by the tenderer and then by the proper Officer authorized to enter into contracts on behalf of the Commissioner, Greater Chennai Corporation.

17. The tenderer should closely peruse all the requirements / clauses which govern the rates for which he is tendering.
18. Tenders not submitted in proper form or within the due time will be rejected. Lump sum amounts for items not called for shall not be included in the tender. No alternation which is made by the tenderer in the tender or the conditions of contract.
19. The attention of the tenderers is drawn to the contract requirements as to the time of commencement of work. The time fixed for completion of the entire work shall be **6 months**.
20. If any further information is required, the Educational Officer, EDUCATION DEPARTMENT, Greater Chennai Corporation may be contacted. It must be clearly understood that tenders must be fully in order and according to instruction.
21. The Educational Officer, EDUCATION DEPARTMENT, Greater Chennai Corporation or other competent authority reserve the right to reject any tender or all the tenders without assigning any reasons therefore.
22. The Consultants shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
23. The validity of tender should be before 90 days from the date of Tender.
24. THE TENDERER SHOULD QUOTE THEIR **TENDER PERCENTAGE (INCLUDING GST)** BOTH IN WORDS AND FIGURES CLEARLY IN THE TENDER. IN CASE OF ANY DISCREPANCY, THE LOWEST RATE WILL BE TAKEN INTO ACCOUNT.

**Educational Officer  
EDUCATION DEPARTMENT**

**GREATER CHENNAI CORPORATION**  
**EDUCATION DEPARTMENT**

**Computer Course (Tally) Training for Zone 5 Women's for Self  
Employment Purpose**

Tender Notice No.E.D.C.No.A1/5622-5/2025-Tally

For and on behalf of Commissioner, Greater Chennai Corporation, contract bids for the following work can be uploaded up to 3.00 pm on 09.07.2025 to the [www.tntenders.gov.in](http://www.tntenders.gov.in) website. The bids will be opened on 09.07.2025 at 3.30 pm in the presence of the tenderers present.

Eligible training service providers those who have completed similar type of work to submit bids along with their credentials, qualification, experiences, availability of qualified personals, etc, for providing the services.

| Sl. No. | Name of Work                                                                           | Approximate Value          | EMD Amount  |
|---------|----------------------------------------------------------------------------------------|----------------------------|-------------|
| 1       | <b>Computer Course (Tally) Training for Zone 5 Women's for Self Employment Purpose</b> | Rs.11.91 Lakhs (incl. GST) | Rs.12,000/- |

**Note:-**

1. The Tender schedule can be downloaded free of cost from the website (<https://tntenders.gov.in>).
2. The tenders can be uploaded up to 3.00 PM on 09.07.2025 to the [www.tntenders.gov.in](http://www.tntenders.gov.in) website.
3. Agency with proven track record alone is eligible for the participation.

## **Computer Course (Tally) Training for Zone 5 Women's for Self Employment Purpose**

### **1. Terms of Reference for Services (TOR)**

#### **1. Introduction**

The Education department of Greater Chennai Corporation strives to provide quality training for the following courses.

1. Computer Course (Tally)

Greater Chennai Corporation Announcement has approved administrative sanction for Rs.7.5 crores provide quality training for the above courses

#### **2. Project Objective:**

To conduct skill development trainings especially for women from Zone 1 to 15 in Greater Chennai Corporations.

Proposals are invited from well established training institutes for organizing short term skill development training programmes for the following courses

1. Tailoring / Beautician / Embroidery
2. Computer Application –Tally
3. Beautician - Basic makeup

as per the Tamil Nadu Skill Development Corporation (TNSDC) Qualification Packs(QP) in different Sector/Trades/Course /Levels /customization/skill demands as per requirements of GCC.

#### **3. Eligibility**

Women candidates aged between 18 to 35 years residing in above zones.

## **2. Project Organization and Management**

### **1. Eligibility Conditions for the Training Institutions**

- Training centers must have live empanelment with TNSDC.
- With enough experience in conducting short term skill development training programmes.
- Total number of training given in last five years will be taken into account.
- As per the number ratio the training providers should provide qualified trainers to train the candidates.
- The skill training programmes should be implemented only in centers as mentioned by Greater Chennai Corporation.
- Should not have been black listed by any State Government / Central Government or by any other statutory body.
- Should provide necessary machines computers and other equipments required for all the training programmes.
- Any further subcontracting by the selected Training providers is strictly prohibited.

### **3. Roles and Responsibilities of the Training Provider:**

**Infrastructure/ Equipment:** Training Institute should setup necessary equipments required for training – computers, sewing machines and any other accessories required for the training in the location as prescribed by Greater Chennai Corporation and norms to be followed as per TNSDC

**Trainers:** Availability of qualified and experienced trainers, as per the TNSDC norms with enough qualifications.

**Content/Curriculum:** Availability of the training content pertaining to the job requirement based on the curriculum of TNSDC

**Training related forms:** Should ensure the availability of enrolment form, Trainee Feedback Forms and other relevant forms.

### **4. Selection of Beneficiary / Trainees:**

- Only women candidates to be enrolled in the above skill development programmes.
- Candidates will be mobilized through the project Director of MagalirThittam / NULM.
- The community organizer working to propagate NULM scheme, should mobilize the candidate to enroll in the training programmes.

**5. Expected Outcomes:**

- The trained candidates should be assessed by directorate of employment assessment and certification of the candidates will be done after successful completion of the training programme.
- The targeted outcome of the Skill development Programmes, to improve the livelihood of the beneficiaries and empowering women towards sustaining financial support

**6. Training Costs:**

- The training cost should be limited to the extent of Common Cost Norms (CCN) or TNSDC as applicable from time to time. The payment should be done on milestone basis only.

**7. Required Feature of Training programmes:**

- The programmes should be industry oriented and the curriculum should include technical skills and soft skills.
- The Training should be in Tamil (medium of instruction).
- A Training manual should be given to each trainee preferably in Tamil.
- The training provider should prepare an action plan and furnish a training calendar on receipt of training orders from GCC.
- Final 30% of the Total Training cost will be paid after completion of training, assessment by the directorate of employment and after issuing certificate to the enrolled students.
- Proper attendance for trainees should be maintained.
- The training institute should take care of all basic amenities in the locations without waiting for the GCC to come and attend the problem.

**8. Inspection:**

- The training program will be periodically inspected by GCC officials.

**Attendance:**

- Training provider should ensure minimum 70% to 80% of attendance and this will be taken into account for final settlement.

**No. Of candidates:**

- As per the interest expressed by the candidates the number will be less or more by following the norms of TNSDC.

## **PAYMENT PROCEDURE**

- 30%.Course fee is subject along with the work order. First 30% payment will be released with the work order
- 40% course fee is subject to 50% of course completion. 40% of the course fee will be released to the training provider subject to the 50% of course completion.
- 30% course fee is subject to the Completion Report and Certificate Issue. Remaining 30% of the course fee will be released to Training Provider subject to the submission of the course completion report and the Certificate Issue to the enrolled students. (TDS will be deducted as per provisions under Income Tax.)

## **9. Time period for the service**

1. Time period envisaged for the service is three months with a buffer period of one further month. The final documentation shall be completed within this time schedule.
2. GCC shall arrange to give approval on all reports, recommendations and other matters and proposals submitted for decision by the Agency in such reasonable time so as not to delay or disrupt the performance of the Agency's services.

## **10. Project Team and Project Office of the Consultant**

The Consultants would be required to form a suitable team for this assignment. The consultant will be required to be available for any kind of meetings and discussions during the project time.

| <b>S.No.</b> | <b>Key Project Team Members</b> | <b>Qualification</b>                                                                                          |
|--------------|---------------------------------|---------------------------------------------------------------------------------------------------------------|
| 1            | <b>Team Leader:</b>             | Experience in handling a minimum of 1 project of similar nature<br>Relevant professional experience: 7+ years |

## **11. Final Output**

The agency shall furnish all the reports and documents in hard copy and soft copy. All reports and documents shall be in English.

## **12. Method of Quoting**

The agency is requested to quote their value covering all the aspects of the TOR

## **13. Signing the Bid**

The Bid shall be neatly prepared and signed by the bidder or authorized signatory of the Bidder. All pages of the bid shall be signed and stamped by the authorized signatory. Any alterations, deletions or over writing will be treated as valid only if they are attested by the full signature by the authorized signatory.

Bids must be submitted online on or before bid submission date prescribed in the RFP. Technical Bids received online adequately meeting the online bid submission requirement shall be opened in the office of Educational Officer, Education Department in the presence of the bidders who wish to participate in the tender. If the date of opening happens to be a holiday, the bids will be opened on the next working day at the same time and venue.

## **14. Modification or withdrawal of Bids**

The Bids once submitted may not be allowed to be modified or a mendedor withdrawn at any cost.

## **15. Acceptance and Withdrawals of Bids**

The right of final acceptance of the Bids is entirely vested with the Tender Inviting Authority who reserves the right to accept or reject, any or all of the Bids in full or in parts without assigning any reason whatsoever. There is no obligation on the part of Tender Inviting Authority to communicate with rejected Bidders. After acceptance of the Bid by Tender Inviting Authority, the bidder should have no right to withdraw his tender, or claim higher price. The Tender Inviting Authority may also reject any bid for reasons such as change in scope of work, new technologies, and lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.

## **16. Letter of Acceptance & Issue of Work Order**

The Letter of Acceptance (LoA) of RfP is issued to the Successful Bidder by Tender Inviting Authority. This would be treated as commencement of the work for the successful bidder.

## **17. Sub-contracting**

The bidder may be allowed to sub-contract only with prior written approval of Authority. However, even if the work is sub-contracted, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor.

**SCHEDULE 'A' TO ACCOMPANY THE TENDER SCHEDULE FOR  
Computer Course (Tally) Training for Zone 5 Women's for Self  
Employment Purpose**

| <b>Sl. No.</b> | <b>Description of Items</b>                                                            | <b>Approx. value of work in Lakhs including 18% GST</b> | <b>Quote in percentage including GST</b> |
|----------------|----------------------------------------------------------------------------------------|---------------------------------------------------------|------------------------------------------|
| 1              | <b>Computer Course (Tally) Training for Zone 5 Women's for Self Employment Purpose</b> | Rs.11.91 Lakhs (incl. GST)                              |                                          |

**18. Model Form of Contract**

**AGREEMENT FOR CONSULTANCY SERVICES**

This Agreement (herein after called the "Agreement") is made on the \_\_\_\_ day of the \_\_\_\_ 2025

By & Between

\_\_\_\_ Having its office at Ripon Building, Amma Maligai, Chennai 600003 (herein after called "Client", which expression shall unless excluded by or repugnant to the context deemed to include its successor/s in office) of the First Part;  
AND

\_\_\_\_, a private limited company, incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_ (herein after called the "Service Agency", which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its successors in interest and permitted assigns) of the Second Part; Client and the Service Agency are hereinafter collectively referred to as "Parties" and individually as a "Party".

**WHEREAS**

- a) Client issued a LoA/Work Order being No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter "LoA/Work Order") for engaging the Service agency for certain service relating to \_\_\_\_\_ on the basis of the Proposal submitted by the Service Agency on \_\_\_\_\_ (hereinafter "Proposal");
- b) The Parties have agreed to enter into this Agreement to govern the way in which the Service Agency shall provide the services to Client.

**Request for proposal (RFP)****TEACHNICAL QUALIFICATION CRITERIA**

| <b>S. No</b> | <b>Evaluation Criteria</b>                                                                                                                                                                                  | <b>Max. Marks</b> | <b>Score</b>                                                        | <b>Supporting document</b>                                |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------|-----------------------------------------------------------|
| <b>A.</b>    | <b>ORGANIZATIONAL COMPETENCE</b>                                                                                                                                                                            | <b>35</b>         |                                                                     |                                                           |
| <b>1</b>     | Number of operational years of the proposer in training (TamilNadu) from the date incorporation/constitution/ Registration                                                                                  | <b>10</b>         | Each year has marks.                                                | Certificate of corporation/ constitution/                 |
| <b>2</b>     | Certificate of Non-blacklist in stamp paper of value Rs.200/- to be attested by Notary.                                                                                                                     | <b>5</b>          | Yes-5marks<br>No - 0                                                | Valid documents to be produced.                           |
| <b>3</b>     | The Institution should have adequate qualified trainers with State / Central Govt. experience for providing the a for mentioned training program, and the trainer should have a working knowledge of Tamil. | <b>15</b>         | Each trainer has 0.5 marks.                                         | The list of faculties                                     |
| <b>4</b>     | The Institution should have ISO Certified                                                                                                                                                                   | <b>5</b>          |                                                                     | Valid certificate                                         |
| <b>B</b>     | <b>PAST EXPERIENCE</b>                                                                                                                                                                                      | <b>35</b>         |                                                                     |                                                           |
| <b>1</b>     | The proposer should have prior experience working with the Government of Tamil Nadu in the field of skill training (offline mode).                                                                          | <b>15</b>         | Each Programmes Has 0.5 marks.                                      | Work orders/ Completion Certificates                      |
| <b>2</b>     | The Institution should have previous experience working the Government of Tamil Nadu in providing Tailoring, Beautician and Tally (offline Mode).                                                           | <b>15</b>         | Yes-15 marks<br>No-0                                                | Work orders/ Completion certificates                      |
| <b>C</b>     | <b>TRAINING CAPABILITIES</b>                                                                                                                                                                                | <b>30</b>         |                                                                     |                                                           |
| <b>1</b>     | Whether the proposer have a minimum turnover of Rs.2 Crore from training programme only in any one of the last three financial years.                                                                       | <b>15</b>         | 50 Lakhs to 100 Lakhs-10 marks<br>100 Lakhs to 200 Lakhs - 15 Marks | Copy of Turn over Certificate                             |
| <b>2</b>     | Last 3 years Auditor statement should been closed in (annexure-F)                                                                                                                                           | <b>15</b>         | Yes-15marks<br>No-0marks                                            | Annual account duly certified by the Chartered Accountant |
|              | <b>Total</b>                                                                                                                                                                                                | <b>100</b>        |                                                                     |                                                           |

**Annexure**

**TURNOVER CERTIFICATE**

To WHOMSOEVER IT MAY CONCERN, on verification of the books and records of M/s. \_\_\_\_\_, Having its registered office at \_\_\_\_\_, this is to certify that, As per the tender eligibility criteria more than Rs. 200 Lakhs from the training programmer, in any of the 3 years.

| SI.No | Financial Year | Turnover format<br>Training<br>programmers only –<br>Rs. |
|-------|----------------|----------------------------------------------------------|
| 1     | 2022-23        |                                                          |
| 2     | 2023-24        |                                                          |
| 3     | 2024-25        |                                                          |

Turnover details will have to be substantiated with the appropriate

Documentary

Evidences duly enclosed.

**Signature of the Proposer**

**Signature of Chartered Accountant**

**With official seal**

**with official seal**

**Place:**

**ICAI Reg:**

**Date:**

Proposals are invited by the eligible institutions that fulfil the norms stipulated by the TNSDC as mentioned above.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND PROMISES CONTAINED HERE IN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

### **1. DOCUMENTS FORMING PART OF THIS AGREEMENT**

The following documents which referred in this Agreement shall for an integral part of this Agreement:

- a) LoA/Work Order;
- b) Proposal;
- c) Service Agency's scope of Work and Responsibilities –(*as per Scope of Work highlighted in Sections 3 – 12) of the RfP*)
- d) This entire Tender Document

### **2. PRECEDENCE OF DOCUMENTS**

The documents forming integral part of the Agreement shall be read as mutually explanatory of each other. In case of any discrepancy or inconsistency between the provisions of any of the above mentioned documents, the documents shall have priority in the following order:

- a) Terms and conditions mentioned in this Tender Document;
- b) Work order;
- c) Proposal.

### **3. PROVISION OF SERVICES AND PAYMENT**

The mutual rights and obligations of the Client and the Service Agency shall be as set forth in the Agreement. In particular:

- a) The Service Agency shall provide Services to the Client in accordance with the scope of work specified in the Work Order, Section 3-12 and Proposal.
- b) In consideration of the services to be provided by the Service Agency, the Client shall make payments to the Service Agency in accordance with clause 7 of this Agreement

### **4. Term of Agreement**

This Agreement shall be effective from the date of signing of this Agreement (the "Effective Date") and unless terminated earlier, shall continue in force and effect for a contract period (3 months) from the Effective Date.

## **5. TERMINATION**

- a) Either Party may terminate this Agreement by giving written notice to the other Party if (i) the other Party materially breaches the provisions in the Agreement and does not remedy the breach within 15 (fifteen) days of receipt of such written notice, or (ii) the other Party appears likely to be unable to pay its debts or become insolvent, or (iii) continuously cause breach of applicable law or regulation.
- b) Upon early termination of the Agreement, Client shall pay for all services performed by the Service Agency till the date of termination in accordance with the Payment Schedule mentioned in Clause 9 of this Agreement.

## **6. STANDARD OF PERFORMANCE**

- a) The Service Agency shall perform the services and carry out its obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
- b) The Service Agency shall perform the services specified at Sections 3-12, which is made an integral part of this Agreement
- c) Notwithstanding anything contrary contained in the Agreement, the Service Agency shall not be liable for any liquidated damages, penalty or termination on account of non-receipt of bids in response to any RFP prepared by Service Agency as part of deliverables under this Agreement. The Service Agency shall under no circumstances be required to make, issue or assist in any way in making more than one RFP or make amendments to the RFP once the last date for submission of response to the respective RFP has elapsed unless otherwise agreed by the Service Agency in writing on mutually agreed terms and conditions. It is expressly agreed that the Client will pay Service Agency for preparation of the RFP whether issuance of such RFP amounts to selection of vendor or not case.

## **7. INTELLECTUAL PROPERTY RIGHTS**

Subject to payment of professional fees as provided in Clause 7 of this Agreement, all plans, drawings, specifications, designs, reports, other documents and reports prepared by the Service Agency for the Client under this Agreement shall become and remain the property of the Client. The Service Agency may retain a copy of such documents, but, except as otherwise required under any law, shall not use anywhere, without taking permission, in writing, from Client and Client reserves right to grant or deny any such request. For the avoidance of doubt it is hereby clarified that (a) Service Agency shall continue to retain ownership over its pre-existing intellectual property rights to the extent the same is

incorporated into the deliverables; (b) Service Agency shall continue to retain ownership over its draft deliverables/internal working papers; (c) subject to Service Agency's confidentiality obligations under this Agreement, Service Agency shall have the right to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Service Agency shall provide Client with a non-exclusive and non-transferrable license to use such pre-existing intellectual property rights (to the extent incorporated in the reports and other arte facts) for Client's internal use only. It is clarified that the confidentiality obligations under this Agreement will not apply to information which is already in the public domain or is available/collected/collated/developed by the Service Agency independently of this Agreement.

## **8. OBLIGATIONS OF CLIENT**

Client will support with input requirements and facilitate the Service Agency for all the services being planned. In order for Service Agency to advise Client properly, Client will make sure (i) any information given to Service Agency by Client, or anyone else working with or for Client, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumption are appropriate. Client acknowledges that Service Agency is under no obligation to verify the information given to Service Agency relating to the services.

Furthermore at the request of the Service Agency and when ever required, the client shall provide the following to the Service Agency to ensure seamless completion:

- (a) Dedicated formally created steering committee that will interact with the Service Agency and help address their issues and for attending scheduled meetings.
- (b) Appropriate office space and infrastructure during visits.
- (c) Management support for performing the tasks which shall review the work at intervals and provide necessary support.

## **9. LIMITATION OF LIABILITY**

The entire and collective liability of Service Agency for all claims connected with this Agreement (including but not limited to negligence), whether in contract, tort, statute or otherwise, is limited to the professional fees paid for the services and deliverables provided under this Agreement. Service Agency shall not be liable for any indirect or consequential losses of any nature whatsoever or for loss of corruption of data from Client's systems or for loss profits, goodwill, business opportunity, anticipated savings or benefits.

## **10. SETTLEMENT OF DISPUTES**

### **(a) Amicable Settlement**

If during the subsistence of the present agreement, Parties have differences or disputes on any matter directly or indirectly related to and/or connected with this Agreement, the same would be resolved by mutual consultations and for which

purpose the Parties shall engage with each other.

(b) Arbitration:

In case the attempt resolve differences and disputes does not result in a amicable settlement within 21 (twenty one) days of such reference then, either Party may as per its position initiate disputes redressal by means of arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendments. The arbitration shall be presided upon by a arbitrator to be appointed by the mutual consent of the Parties. The venue of such arbitration shall be in Chennai and the language of such arbitration proceedings and that of all documents and communications between the Parties shall be English. The decision of the arbitrator shall be final and binding on the Parties. The expenses of the arbitrator as determined by the arbitrator shall be share equally by Client and the Service Agency. However, the expenses incurred by each Party, in connection with the preparation, presentation of the documents shall be borne by the Party itself. All arbitration awards shall be in writing and shall state the reasons for such award

## **11. Force Majeure Clause**

Neither Tender Inviting Authority nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations except causes or contingencies beyond their reasonable control due to Force Majeure conditions such as:

- a) Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity
- b) Meteorites or objects falling from aircraft to rather aerial devices, travelling at high speeds
- c) Fire or explosion, chemical or radioactive contamination or ionizing radiation
- d) Epidemic or plague
- e) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade,

## **12. MISCELLANEOUS PROVISIONS**

- i. Any time lost due to unforeseen and unavoidable circumstances on which neither the Service Agency nor the Client has any control, will not be attributable to either Party.
- ii. Neither Party may, nor shall have the power to assign or transfer this Agreement without the prior written consent of the other Party.
- iii. If any provision of this Agreement is held to be invalid, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of this Agreement. In any event the enforceability of the remainder of this Agreement will not be affected.
- iv. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure

of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.

- v. This Agreement contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, And the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- vi. Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- vii. No Party will be liable to the other if it fails to meet its obligations under this Agreement due to matters beyond its reasonable control. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original of this Agreement and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by their authorized signatories and representatives in their respective names as of the day and year first above written

|                                                         |                                                 |
|---------------------------------------------------------|-------------------------------------------------|
| Signed for and behalf of Greater<br>Chennai Corporation | Signed for and behalf of <Successful<br>bidder> |
| By:                                                     | By:                                             |
| Signature:                                              | Signature:                                      |
| Designation:                                            | Designation:                                    |
| Address:                                                | Address:                                        |

|          |          |
|----------|----------|
| Witness: | Witness: |
| Name:    | Name:    |
| Place:   | Place:   |
| Date:    | Date:    |