



PONDICHERY UNIVERSITY
(A Central University)
Bharat Ratna Dr. B.R. Ambedkar Administrative Building,
R. Venkataraman Nagar, Kalapet, Puducherry – 605 014

Tender No.PU/ESTT/NT11/2016-17/53 dated 20-06-2016

BID DOCUMENT

TENDER FOR
“Supply of Skilled / Unskilled Manpower” in Pondicherry University

(Visit us at www.pondiuni.edu.in)

Non-transferable

Price of Bid Document : Rs.1560/- (Inclusive of PVAT)

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(A Central University)

***Bharat Ratna Dr. B.R. Ambedkar Administrative Building,
R. Venkataraman Nagar, Kalapet, Puducherry – 605 014***

Prof. M. RAMACHANDRAN
REGISTRAR (i/c)

Ref. No.PU/ESTT/NT11/2016-17/53

Date : 20-06-2016

1. TENDER NOTICE

1.1 Sealed Tenders are invited under **Two Bid System** i.e. Pre-qualification Bid and Financial Bid in separate covers from reputed, experienced and Financially sound Companies / Firms / Tenderers/ Contractors registered with Labour Commissioner for supplying manpower (skilled and unskilled services) to be deployed at various Departments in the Pondicherry University at Kalapet, PU Community College at Lawspet, Puducherry, PU Karaikal Centre, Karaikal and excluding University campuses at Mahe & Port Blair) as per the requirement mentioned below. **The estimated cost of the tender is Rupees Two Crore (approx.).**

Sl. No.	Category	No. of persons required for Pondicherry campus	No. of persons required for Karaikal campus
	<u>Skilled</u>		
1	Clerks with computer knowledge - English	100	03
2	Clerks with computer knowledge - Hindi	01	00
3	Lab Assistants	06	03
4	Care Taker (Day Care Centre)	03	00
5	Care Taker (University Guest House)	03	00
6	Receptionist	01	00
7	Office Manager	00	01
	Total	114	07
	<u>Unskilled</u>		
8	Multi Tasking Service Worker	90	03
	Total	90	03

Above figures may vary according to the requirements of the University.

1.2 Desirous Companies/Tenderers may obtain tender documents on request in writing from Registrar, Pondicherry University, Puducherry – 605 014 up to 05-07-2016 - 14.30 Hours, on payment of Rs.1560/- (non- refundable and non-transferrable) in the form of Account Payee Demand draft from any of the scheduled bank drawn in favour of “The Finance Officer, Pondicherry University, Puducherry”, payable at Puducherry.

1.3 Tender documents downloaded from the Pondicherry University web site **www.pondiuni.edu.in** is also acceptable provided the requisite tender fee/cost i.e. Rs.1560/- is enclosed in the form of Account Payee Demand Draft from any of the Scheduled Bank drawn in favour of “The Finance Officer, Pondicherry University, Puducherry, payable at Puducherry at the time of submission of bid document. Tender submitted without the cost of Tender form will be summarily rejected.

1.4 **Schedule –**

Date & time of issue of Bid Document : upto 05-7-2016 14.30 Hours

Last date & time for receipt of tenders : 05-7-2016 - 15:00 Hours

Date & Time for opening of Pre-qualification Bid: 05-7-2016 -15.30 Hours,

Date & Time for opening of Financial bid: To be notified later to the tenderers who qualify in the Pre-qualification bid

Place of opening the Tenders : EC Hall,
Pondicherry University
Bharat Ratna Dr. B.R. Ambedkar
Administrative Building,
R. Venkataraman Nagar, Kalapet,
Puducherry – 605 014

1.5 The Bidder is expected to read all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder’s risk and shall result in rejection of the bid.

REGISTRAR (i/c)

2. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

- 2.1 Pondicherry University requires the services of registered, reputed, well established and financially sound Manpower Companies / Firms / Agency to provide services of Skilled/Unskilled manpower.

The contract will be for One Year initially. The period of the contract may be further extended for a period of two more years, based on the performance. Requirement of manpower may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm / Agency. Pondicherry University reserves the right to terminate this contract at any time after giving two week's notice to the selected service providing Company / Firm / Agency.

The University has initial requirement for **Skilled/Unskilled services** (whose jobs are specified in Annexure V and the numbers of persons are specified in para 1.1). Qualifications required for the Skilled and unskilled manpower are given in the Annexure – VI.

The nature of **Unskilled services** include: (i) Lifting of sample, equipment and other remnants for shifting to other department. (ii) Dusting of standards (books)/files stocked in stores, Library, departments, Movement of files, wooden and steel furniture from one section/building to another. (iii) Unforeseen manual jobs emanating from time to time.

The requirement of this office may increase or decrease during the initial period of contract also.

Antecedents of the manpower should have been got verified by the agency and produce certificates to this effect to the University.

2.2 Earnest Money Deposit (EMD) :

2.3.1. The Companies/ Firms/ Tenderers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Five lakh Only) in the form of DD, from any of the scheduled banks drawn in favour of “The Finance Officer, Pondicherry University, Puducherry, payable at Puducherry. DD should have been drawn on or after the date of call of tender.

2.3.2. Tenders received without the requisite EMD of Rs 5,00,000/- (Rupees Five lakh only) shall be rejected outright and returned to the bidder without opening financial bid.

2.3.3. The EMD in respect of the Tenderers which do not qualify the Pre-qualification Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be either returned (without interest) or adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

2.3 Submission of Bid / Bid opening :-

The tenders have been invited under **two bid system i.e. Pre-qualification Bid and Financial Bid.**

Essential Pre-qualification Criteria/Pre-qualification for Technical Bid:

1. The Tenderer should, download the tender document from the University website: www.pondiuni.edu.in. The filled in tender document should be submitted along with a Demand Draft for Rs.1,500/- + 4% VAT drawn from any of the scheduled banks towards the cost of tender document drawn in favour of Finance Officer, Pondicherry University, Puducherry and payable at Puducherry. The name of the Tenderer may be written on the backside of the Demand Draft.
2. The Tenderer should enclose a Demand Draft for Rs.5,00,000/- (**Rupees Five lakh only**) towards Earnest Money Deposit drawn in favour of Finance Officer, Pondicherry University, Puducherry and payable at Puducherry. The Demand Draft should have been drawn from any of the scheduled bank after the date of call of tender. If exempted from payment of EMD, a copy of exemption certificate issued by Competent Authority duly attested should be

enclosed (Self attestation accepted). The name of the Tenderer should be written on the backside of the Demand Draft.

3. The Tenderer should have experience in providing Manpower services continuously in all the preceding three years to **Govt., Quasi Govt., or Private Institutions with an annual total contract value of not less than Rs 50 lakh** i.e from the financial year 2013-14. [Year means financial year ending on 31St March]. Proof should be enclosed.
4. The Tenderer should have at least one running contract for an annualised value of Rs 50 lakh at the time of submission of tender. Copy of proof should be enclosed.
5. The Tenderer should have registered with
 - a. Employees Provident Fund Organisation,
 - b. Employees State Insurance Corporation and
 - c. Central Excise Department for Service Tax.Proof of Registration for the above should be enclosed.
6. (a) The Tenderer should enclose a copy of Audited Balance Sheet with profit and loss account duly certified by a Chartered Accountant for the last three Financial years (ie) 2012-13, 2013-14 and 2014-15.

(b) The Tenderer should enclose a copy of the 'Income Tax Return Acknowledgement' or 'Income Tax Return Verification Form' for the Financial years (i.e) 2012-13, 2013-14 and 2014-15.
7. The competing Tenderer should have in currency a valid Labour Licence under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970. [Copy to be enclosed]

2.4.1. The Tenderers are advised to submit the bids as given below :

- (i) **Envelope 1** superscribing **“Pre-qualification Bids for Providing Skilled/ Unskilled manpower for Pondicherry University, Puducherry for 2016-17”**, should contain the following documents :-
 - (a) Pre-qualification Bid (As in Annexure I with relevant proof wherever applicable);
 - (b) Declaration;
 - (c) EMD as stipulated vide item 2.3.1 of Tender document.
 - (d) Cost of tender document in the form of Demand Draft vide 1.3 of the Tender Document.

(e) Separate Demand Drafts are to be drawn for (a) EMD and (b) for cost of tender document.

All copies of documents should be self attested. All the documents mentioned above are for establishing the eligibility and veracity.

(ii) **Envelope 2** superscribing “**Financial Bids for Providing Skilled/Unskilled services for Pondicherry University, Puducherry for 2016-17**”, should contain the Financial Bid (As in annexure II).

(iii) **Envelope 3** superscribing “**Tender for Providing Skilled/Unskilled services for Pondicherry University, Puducherry for 2016-17**” should contain above two envelopes.

Envelopes 1 & 2 should be separately sealed/properly closed and kept inside the 3rd Envelope, which is also to be sealed. Bids submitted in unsealed/not properly closed envelopes will be **rejected**.

2.4.2. The Companies/Firms/ Tenderers may submit the tender document complete in all respects upto 05-7-2016 15.00 Hours in the Tender Box kept in the Administrative Office, Pondicherry University, Puducherry – 605 014. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

2.4.3. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting is permitted in the Financial Bid Form and any correction should be attested by the authorized signatory. Under any circumstances correction fluid should not be used in the Pre-Qualification bid and Financial bid.**

2.4.4. The conditional bids shall not be considered and will be **rejected**.

2.4.5. The bidder shall quote the Pre-qualification & financial bids as per the format enclosed at Annexure I & II.

2.4.6. The envelope containing Pre-qualification Bid shall be opened on the scheduled date and time in the presence of the authorized representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time.

2.4.7. In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be received / opened on next working day, time and venue remaining unaltered.

2.4.8. Financial bids of only the technically qualified bidders shall be opened in the presence of short listed contractors or their authorized representatives on a date & place to be notified later.

2.4.9. The competent authority of Pondicherry University, Puducherry, reserves the right to cancel any or all bids without assigning any reason.

2.4.10. Pondicherry University reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Pondicherry University, in this regard shall be final and binding on all.

2.4.11. The lowest bidder will be selected based on the percentage of service charge quoted on the Base Rate.

3. TERMS AND CONDITIONS

3.1 General

- 3.1.1 The successful Tenderer will have to execute an agreement, in a stamp paper worth Rs. 100/- (Rupees One Hundred only) at his own expenses after remitting Rs 20,00,000/- (Rupees Twenty lakh only) towards performance security deposit in the form of a demand draft drawn in favour of the Finance Officer, Pondicherry University, payable at Puducherry or after submitting a unconditional, irrevocable Bank Guarantee for Rs 20,00,000/- (Rs Twenty lakh only), valid for a period of 18 months in favour of Finance Officer, Pondicherry University
- 3.1.2 The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- 3.1.3 The Agency shall depute a Manager/Co-ordinator, who would be responsible for immediate interaction with the University, so that optimal services of the persons deployed by the agency could be availed without any disruption. Wages for such Manager/Co-ordinator will not be borne by the University and the same may be paid out of the Profit Margin of the Tenderer.
- 3.1.4 For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower deployed for contractual services. The manpower deployed by the contracting Agency in this University shall not have claims of any Master and Servant relationship or Principal and Agent or Employer – Employee relationship with or against Pondicherry University.

- 3.1.5 The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this University during the currency or after expiry of the contract.
- 3.1.6 In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting Agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office. Contractor should make it known the above to the manpower of the contractor.
- 3.1.7 The University will not be responsible to meet transportation, food, medical or any claims arising out of accidents during the course of employment and any other requirements in respect of the persons deployed by it (Agency) in this office except for the reimbursement provided for, in this contract.
- 3.1.8 The contracting agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contracting agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 3.1.9 Instructions contained in the Tender notice, Scope of work and General instructions to Tenderers are also part of the terms and conditions for the purpose of this tender.
- 3.1.10 The Registrar, Pondicherry University reserves right to withdraw / relax any of the terms and conditions mentioned above.

3.2 Validity of the Contract:-

- 3.2.1 The period of contract will be for a period of **One Year** from the date of award of the contract and shall extend for a period of two more years, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of the manpower deployed, breach of contract, reduction or cessation of the requirements of work.
- 3.2.2 The contract may be extended, on the same terms and conditions or with some addition /deletion / modification, on mutual agreement of both the parties, for a further period of two more years.

3.3 Security Deposit :-

- 3.3.1 The successful tenderer will have to deposit an amount of 10% of the estimated cost i.e Rs 20 lakh as Performance Security Deposit at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee

Demand Draft or Bank Guarantee drawn in favour of “The Finance Officer, Pondicherry University, Puducherry payable at Puducherry. The performance security/BG should remain valid for a period of 18 (eighteen) months from the date of commencement of the contract. The security deposit will not bear any interest.

3.3.2 The Performance Security deposit of the contractor shall be refunded on successful completion of the contract period after deducting recoveries, if any, due to the loss arising out of poor quality of work, incomplete work and / or any violation of any terms and conditions of the contract as stipulated in the bid document. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the security deposit.

3.4 Supply of Manpower:-

3.4.1 The contracting agency shall ensure that the manpower deployed in Pondicherry University, Puducherry are competent enough to carry out the work specified/other conditions stipulated of this tender document.

3.4.2 The University, at present, has requirement of the services of Skilled/Unskilled manpower (as in para 1.1). The requirement of manpower in this University may further increase or decrease during the period of contract and the contractor would have to increase or decrease the manpower supply, if required on the same terms and conditions.

3.5 Working Hours:-

3.5.1 Normally the working hours shall be from 09.30 to 17.30 Hrs including lunch break/rest on all working days ie. Monday to Friday. Payment will be made only for the days on which the manpower has been engaged. The contractor may be called upon for the services on Sunday or Labour holidays also, if required, without any extra charge other than pro-rata wages as per the Minimum Wages Rules.

3.5.2 The Tenderer should install and maintain a “Biometric Attendance System” for record the attendance of the employees, as per the specification given by the Registrar or any Joint Registrar or Deputy Registrar as authorized by the Registrar, at his/her cost. If required, Pondicherry University will provide “Biometric Attendance System” to the Tenderer and the cost of the same will be recovered from the Tenderer. Daily Attendance Report generated should accompany the monthly claim for reimbursement and this will be the basic record for calculating the wages for each person.

3.6 Details of Personnel:-

3.6.1 The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this office before the commencement of work:

- a) List of Persons short listed by agency for deployment at Pondicherry University, Puducherry, and their Bio-data containing full details i.e. date of birth, marital status, address etc.
- b) Character certificate from a Gazetted officer of the Central/State Government.

3.6.2 The contracting agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

3.7 Conduct / Misconduct of the Personnel:-

3.7.1 In case, the person employed by the Contracting Company / Firm / Agency commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence and security risks, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 24 Hrs of being brought to their notice.

3.7.2 The contracting agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking etc in the office premises.

3.7.3 The contractor shall be responsible for any theft of the items by his personnel from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of this office authorities on this will be final and binding on the contractor.

3.8 Confidentiality:-

3.8.1 The contracting agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

3.9 Legal:-

3.9.1 The Contracting agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.

3.9.2 While supplying the manpower the relevant provisions of Child Labour (Prohibitions and Regulation) Act, 1956, shall be complied with by the agency.

3.9.3 Provisions of Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of

engaging women workers), Industrial Disputes Act, Payment of Wages Act and Fatal Accidents Act shall be complied with by the contracting agency for the manpower deployed.

- 3.9.4 Contracting agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 3.9.5 Contracting agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 3.9.6 The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts.

3.10 Payment Terms

3.10.01 The Outsourced personnel should be paid at the following rates.

1. For **Puducherry: Skilled worker**: Rs.407/- (Basic Rs. 200 + Variable DA Rs.207) each per shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India vide Ministry of Labour & Employment Order No. 1/13(3)/2016-LS-II dated 31-03-2016.
2. For **Puducherry: Unskilled worker**: Rs.307/- (Basic Rs.150 + Variable DA Rs.157) each per shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India vide Ministry of Labour & Employment Order No. 1/13(3)/2016-LS-II dated 31-03-2016.
3. For **Karaikal: Skilled worker**: Rs.347/- (Basic Rs. 170 + Variable DA Rs.177) each per shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India vide Ministry of Labour & Employment Order No. 1/13(3)/2016-LS-II dated 31-03-2016.
4. For **Karaikal: Unskilled worker**: Rs.246/- (Basic Rs. 120 + Variable DA Rs.126) each per shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India vide Ministry of Labour & Employment Order No. 1/13(3)/2016-LS-II dated 31-03-2016.
5. The basic rates includes factor for payment of weekly off also.
6. Whenever Government of India revises the minimum wages, such revised wages will be applicable.
7. The Contractor should make payment to the Outsourced personnel at the above rates **for the period actually employed in a month**. The above rates mentioned under Sl. No. 1 and 2 will be the Base Rate on which the agreed percentages of Service charges payable to the contractor are to be calculated.
8. The above base rate/minimum rates of wages include also the wages for weekly day of rest.
9. **For the purpose of calculation of Service Charges, "Basic plus**

VDA” is called as Base Rate. Percentage quoted by the Tenderer in the Financial Bid will be applied on the Base Rate to arrive at the service charges payable to the Tenderer.

3.10.02 Payment made by the contractor as mentioned above will be reimbursed by the University.

3.10.03 **Payment towards employer’s contributions for EPF and ESI along with Administrative & other charges will BE REIMBURSED by the University.** Immediately after making payment of monthly salary to the Outsourced personnel on the 5th day of the succeeding month, the contractor should calculate the Employer’s portion of EPF & ESI as per extant Rules of GOI for each of the Outsourced personnel (including the administrative and other charges) engaged for the Outsourced service of the University. Employer’s portion of EPF & ESI contribution so calculated alongwith Employees’ portion of EPF & ESI deducted from the monthly wages of the Outsourced personnel concerned, should be remitted to the respective organizations concerned [EPFO and ESIC] including administrative and other charges as per the list so as to give credit to the respective accounts as per Rules on or before 15th of the succeeding month.

After making payment to the respective organizations, the contractor should submit a claim for reimbursement of Employer’s contribution including administrative and other charges enclosing the proof of payment as acknowledged by EPF/ESI organizations on or before 20th day of the succeeding month along with the claim for reimbursement of wages paid to the Outsourced personnel.

The University after verification of the correctness of the documents submitted by the contractor would reimburse only the Employer’s portion of EPF and ESI including administrative and other charges as per the extant Rules by 25th day of the month along with reimbursement of wages paid to the Outsourced personnel.

Claims relating to the subsequent month will be entertained only when all claims for the previous month had been submitted to the University.

The details of deductions made towards employees’ portion of EPF and ESI contributions as available in the Wage Bill Register should agree with the payment made to the respective organizations in respect of all Outsourced personnel.

3.10.04 **Payment of Service Charges to the Contractors**

Monthly Service Charges to the contractor will be paid by the University at the agreed percentage calculated on the Base Rate as detailed at para 3.10.01.7 above.

3.10.05 The contractor should prepare a wage bill register every month containing the following details.

1. Name
2. Designation
3. ID No.
4. EPF No.
5. ESI No.
6. No of days worked
7. Basic
8. Variable DA
9. Gross = Basic + variable DA x No. of days
10. Recoveries
 - i. EPF
 - ii. ESI
 - iii. Advance, if any
 - iv. Uniform
 - v. Penalty/fine, if any, etc
- I. Net payment [9 minus 10]
- II. Service tax at the applicable rate may be paid to the Central Excise Department and claim may be submitted to the University for reimbursement with proof of payment.

3.10.06 The contractor should recover the eligible amount of contribution towards EPF/ESI organizations, from the employees and remit the same to the respective organizations along with the eligible amount of Employer's portion of the contributions as per rules and submit proof thereof. In respect of wages relating to overtime duty, contribution towards EPF should not be recovered as per the existing Rules. If the amount remitted by the contractor is less or more than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESI organizations, such amount will be withheld from the monthly claim made by the contractor for service charges.

3.10.07 The contractor should pay the monthly wages to his employees by the 5th day of the next month, to the month of employment. The contractor should submit the following claims to the University on or before the 20th day of the succeeding month for:

- a) Reimbursement of the wages paid to the Outsourced personnel relating to the preceeding month.
- b) Reimbursement of Employer's contribution towards EPF and ESI remitted to the respective organisations relating to the preceeding month AND
- c) Payment of Service Charges for the preceeding month.
- d) Claim for Reimbursement of the wages paid should be submitted to the University with the following documents:
 - i. Wage Bill Register - The Wage Bill Register so prepared should contain all

the information/details mentioned at para 3.10.05.

- ii. Copy of Bank advice memo for crediting to the individual SB account of the Outsourced personnel
 - iii. Any other documents/proof as required by the Registrar/JR (Admn) or DR (Admn) for verification.
- e) Claim for reimbursement of Employees' contribution towards EPF and ESI should be submitted with the following documents:
1. Copy of the wage bill register containing the details of recovery towards Employees' contribution in respect of EPF and ESI made from each person engaged, indicating the total amount recovered.
 2. Proof of remittance of Employees' contribution and Employer's contribution towards EPF and ESI with list of persons against whom the above remittances had been made. Recovery made towards 'employees contribution for EPF' and 'ESI' as shown in the wage bill register should tally with the remittance made to the EPF and ESI under employees' contribution.
 3. EPF account Number and ESI account Number allotted by EPFO and ESIC to each employee should be shown in the Wage bill register and also in the list of persons for whom remittance had been made to the EPFO and ESIC.
- (f) Claim for reimbursement of Employer's contribution towards EPF and ESI should NOT be submitted SEPARATELY, THE SAME SHOULD BE SUBMITTED alongwith the claim for reimbursement of wages paid for that month.

Otherwise, reimbursement of wages will not be considered. ie. claim for reimbursement of wages for a particular month and reimbursement of employer's contribution towards EPF and ESI for that month should be submitted at the same time.

Wages should be disbursed only through Indian bank, Pondicherry University branch/karaikal branch. If it is disbursed through any other bank other than Indian Bank mentioned above, reimbursement of wages will not be considered.

- (g) Claim for the Payment of Service Charges should be submitted to the University with the following documents:
- i. Calculation sheet showing the Total amount of Service Charges payable.
The contractor should ensure that the net amount as per the wage bill registers agrees with the amount deposited with the respective SB accounts of all the Outsourced personnel. The contractor should furnish a certificate in the claim, to the effect that details of net amount as per the Registers agrees with the total amount credited as per the Bank Advice Memo to the respective SB a/c of the Outsourced personnel. Difference, if any, between the Net amount payable to the Outsourced personnel and amount credited to the Bank for disbursement to the respective SB accounts of the Outsourced personnel, will be withheld from the claim of reimbursement.
 - ii. The University will, after verification of the claim for its correctness,

make payment within five working days after the date of receipt of the claim from the contractor.

iii. Tax Deduction at Source (T.D.S) shall be carried out as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the University.

3.10.08 The contractor should open a current account for the contractor and cause to open separate SB Accounts to each of the Outsourced personnel employed by the contractor for the University **with Indian Bank located within University campus at Kalapet, Puducherry 605 014/Indian Bank, Karaikal Branch** and payment should be made to the employees only thro' such SB accounts. **No cash payments should be made to any Outsourced personnel whether it is wages or advance.** Such payments will not be considered by the University.

3.10.09 (a) In the Financial bid, Tenderers are requested to quote a percentage rate over the base rate towards their service charges covering all their incidental charges as per terms including Profit Margin. This percentage rate of service charges will be taken for comparison among tenderers for acceptance of tender. While evaluating the financial bids, mere quoting low rates alone will not confer any right to such tenderer seeking acceptance. The University reserves its right to evaluate the financial bid comprehensively on the basis of better qualifications. This percentage rate will be applied on the Base Rate only as detailed in para 3.10.01.9 above. Employer's contribution towards EPF and ESI along with administrative charges, reimbursed by the University, will not be taken into account for computing the service charges.

(b) **Quoting unworkable rate of service charges will not be considered and is liable to be rejected.** The decision of the Registrar in this regard will be final and no further correspondence will be entertained.

3.10.10 Service charges so agreed will cover all liabilities of the Tenderer as per terms and conditions of contract and Profit Margin.

Amount recovered from the Outsourced personnel towards their contribution [employees contribution] towards EPF and ESI, should be remitted IN FULL to the respective EPFO and ESIC.

Rates prescribed by the EPFO and ESIC towards recovery of contributions should be STRICTLY FOLLOWED.

3.10.11 a. The Tenderer should **NOT** recover any amount from the wages payable to the Outsourced personnel **OTHER THAN**

i. Employees portion of EPF / ESI as per rules

ii. Towards penalty/fine, if any, imposed on account of lapse/failure, etc on the part of the Outsourced personnel relating to his/her duties/works

- iii. Towards recovery of advances, if any, already made to the Outsourced personnel by the Tenderer.
 - iv. Charges for Uniform, if any.
- b. In case, the Tenderer makes payment to any Outsourced personnel in the nature of Advances, such as Personal Advance, Festival Advance, etc., such payments should be made only through the SB account of the respective Outsourced personnel. No cash payment should be made in this regard. Details of such advance payments made should be furnished every month to the Registrar for verification of recoveries shown the Wages Bill Register.
- 3.10.12 During the currency of contract, in case, the Government of the India increases daily wages from the present rate, the increased rates will be paid. No increase in amount, other than the minimum wages in the present rate as increased by GoI will be considered by the University. Under any circumstance, the percentage of Service Charges quoted and accepted in the tender will not be affected by this variation.
- 3.10.13 Pondicherry University shall be entitled to set off against and deduct and recover from the service charge and any other sums payable by Pondicherry University to the contractor at any time, tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now in force or which may come into force during the currency of this Agreement as also any and all amounts which may be or become payable by the Contractor to Pondicherry University under this Agreement.
- 3.10.14 The contractor shall pay the wages to the outsourced personnel at the rates as agreed upon in the contract as stated above.
- 3.10.15 There shall not be any Master-Servant or Employer - Employee relationship or any legal or Contractual relationship between the University and Outsourced personnel of the contractor for any purpose including any claim, disputes, rights & duties etc between the contractor and his personnel. The University will not be responsible or liable to pay any sum or do any act or obligations under law like EPF, ESI, Gratuity, Leave Salary, Bonus or any statutory deductions etc., to the said personnel of the contractor and contractor alone shall be responsible and liable for all such obligations. The Outsourced personnel whose services are provided by the contractor shall at all times and for all purpose be regarded as employees of the contractor who shall also be responsible for necessary service benefits due to the Outsourced personnel as per rules/Laws applicable in such cases.
- 3.10.16 The contractor shall alone be responsible & entitled to act in pursuance of this Contract and the contractor shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.

- 3.10.17 In the event of any losses or damages to any Properties or effects of University by theft, Pilferage, the contractor shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University.
- 3.10.18 Outsourced personnel engaged shall be given proper training, if required, by the Contractor at his cost.
- 3.10.19 All correspondence regarding Outsourced personnel & payment of bills etc., or any other matter shall be done only with the Registrar of the University or his authorized person.

3.11 Penalty:-

- 3.11.1 The personnel provided by the Agency are expected to maintain confidentiality and uphold the trust as regard to work assigned to them. Any breach of confidentiality and trust leading to any inconvenience to the officers of the University shall be viewed seriously. The contracted agency shall immediately provide a competent substitute for the erring personnel.
- 3.11.2 The contracted agency shall immediately provide a competent substitute in the event of any person is leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.500 per day (per such case) on the contracting agency.
- 3.11.3 Compensation for interruption of service rendered, cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to this office on completion of work or cost of defective components, spares or tools, or towards damage of other utility services while carrying out the work, or any claim against the contractor for the payment of money arises out of or under this contract will be deducted from the monthly bill or any other amount payable to him.
- 3.11.4 In case, the contracting agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, the University will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 3.11.5 In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
- 3.11.6 Any other penalty deemed fit to be imposed on the agency with prior notice. This notice is only for those clauses, which are not defined above.

3.12 Termination:-

- 3.12.1 The contractor will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 3.12.2 In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.
- 3.12.3 This office reserves right to terminate the contract giving a two week's notice to the contracting agency.

3.13 Arbitration:-

- 3.13.1 Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and arbitration venue will be as decided by Pondicherry University, Puducherry.

Annexure-I

Pre-Qualification BID

(To be enclosed in a separate sealed envelope)

For providing of Skilled/Unskilled manpower services to Pondicherry University, Puducherry

1. Name of Tendering Company/ Firm / Agency: _____
(Attach certificate of registration)
2. Name of proprietor / Director _____
of Company/Firm/agency
2. Full Address of Reg. Office with Regn. No. : _____

E-Mail Address : _____

4. Full address of Operating office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. Details of Demand Draft towards cost of Tender:
6. Details of Demand Draft towards EMD:
7. PAN / GIR No. : _____
(Attach attested copy)
8. Service Tax Registration No. : _____
(Attach attested copy)
9. E.P.F. Registration No. : _____
(Attach attested copy)
10. E.S.I. Registration No. : _____
(Attach attested copy)
11. Details of past experience in providing manpower services to Govt./Semi-Govt./Pvt institutions with annual turnover of not less than Rs 50 lakh. [Proof to be enclosed] for the last three financial year ie. 2013-14, 2014-15 and 2015-16
12. Particulars of present similar contracts (for Rs 50 lakh of annualized value)with similar institutions for the current year i.e. 2016-17. [Proof to be enclosed]
13. Particulars of Labour Licence under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970. [Copy to be enclosed]
14. Audited Balance sheet and other financial statements of the Firm for the last three financial years ie. 2012-13, 2013-14 and 2014-15

15. Copy of the 'Income Tax Return Acknowledgement' or 'Income Tax Return Verification Form' for the Financial years 2012-13, 2013-14 and 2014-15.

Signature of authorized person

Date :

Name :

Place :

Seal :

ANNEXURE-II

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

**For providing services of Skilled/Unskilled manpower
to Pondicherry University, Puducherry**

1. Name of tendering Company / Firm / Agency: _____

2. Details of Earnest Money Deposit: Rs. _____

D.D. / P.O. No. & Date : _____

Drawn on Bank: _____

3. Service Charges including Profit margin
[To be quoted in percentage]

Service Charges to be quoted as percentage on Base Rate ie. Basic plus VDA	_____ % [in figures]	_____ percent [in words]
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Date :

Name :

Signature :

ANNEXURE-III

Letter of Authorization for Attending Bid Opening

Subject: - Authorization for attending bid opening on..... (Date) in the tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below:-

Order of preference	Name	Specimen signature
1		
2 (Alternate Representative)		

.....
Signatures of bidder

Or

Officer authorized to Sign the bid documents on behalf of the bidder.

Note

1. Maximum one representative will be permitted to attend the bid opening. Alternate representative will be permitted only when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Annexure-IV

DECLARATION

- 1 I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
- 2 I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
- 3 The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Annexure V

Job Specification for the category of Skilled and Unskilled manpower

Sl. No	Category of Job	Job Specification
1	Clerks with computer knowledge - English	<ul style="list-style-type: none"> • Feeding, Storing, Compilation and Retrieval of Data • Maintenance of the Computerized Records • Secretarial Work including maintenance of Office and its records /files (Hard Copy) • Maintenance of the Software and Hardware of the Computer System and other office equipments • Attending to telephone calls (inwards and outwards)and communicating the same with the superior officers • Any other work assigned by the superior officers as required by the nature of activities in the section/department concerned
2	Clerks with computer knowledge - Hindi	<ul style="list-style-type: none"> • Feeding, Storing, Compilation and Retrieval of Data in Hindi • Maintenance of the Computerized Records • Secretarial Work including maintenance of Office and its records /files (Hard Copy) • Maintenance of the Software and Hardware of the Computer System and other office equipments • Attending to telephone calls (inwards and outwards)and communicating the same with the superior officers • Any other work assigned by the superior officers as required by the nature of activities in the section/department concerned
3	Lab Assistants	<ul style="list-style-type: none"> • Assisting in the conduct of practical sessions and examinations • Maintenance of laboratory equipments /machinery and consumables • Maintenance of Files/Stock Records related to laboratory equipments /machinery and consumables • Any other work assigned by the superior officers as required by the nature of activities in the laboratory concerned
4	Care Taker (Day Care Centre)	<ul style="list-style-type: none"> • Attending to the needs of the children in the Day Care Centre • Maintenance of the equipments and other assets of Day Care Centre • Maintenance of the files/records related to the equipments and other assets of Day Care Centre • Any other work assigned by the superior officers as required by the nature of activities in the Day Care Centre

5	Care Taker (University Guest House)	<ul style="list-style-type: none"> • Attending to the needs of the guests staying in the University Guest House • Maintenance of the equipments and other assets of the University Guest House • Maintenance of the files/records related to the equipments and other assets of the University Guest House • Any other work assigned by the superior officers as required by the nature of activities in the University Guest House
6	Receptionist	<ul style="list-style-type: none"> • Providing information about the various departments and sections of the University to the guests and attending the queries of the visitors, students and staff. • Attending to telephone calls (inwards and outwards)and communicating the same with the superior officers • Maintenance of Visit Book/Records • Any other work assigned by the superior officers
7	Office Manager	<ul style="list-style-type: none"> • Supervising the functions of the skilled and un skilled personnel working in the concerned section/department/centre • Maintenance of the Computerized Records • Secretarial Work including maintenance of Office and its records /files (Hard Copy) • Attending to telephone calls (inwards and outwards)and communicating the same with the superior officers • Responsible for the overall conduct of the skilled and un skilled personnel • Any other work assigned by the superior officers as required by the nature of activities in the section/department/centre concerned
8	Multi Task Service Worker	<ul style="list-style-type: none"> • Filing of Records /Documents as instructed by the superior officers • Inter/intra departmental Despatch of letters/orders/circulars/records/files and maintenance of Despatch Register • Attending to telephone calls (inwards and outwards)and communicating the same with the superior officers • Any other work assigned by the superior officers as required by the nature of activities in the section/department concerned

Annexure VI

Qualification required for the different categories of Skilled and Unskilled Personnel

Sl. No	Category of Job	Qualification
1	Clerks with computer knowledge - English	<ul style="list-style-type: none"> • Bachelor Degree in Arts/Science/Commerce or equivalent from a recognized University • Working knowledge in computer operations • Typewriting in English
2	Clerks with computer knowledge - Hindi	<ul style="list-style-type: none"> • Bachelor Degree in Arts/Science/Commerce or Equivalent from a recognized University with proficiency (Reading & Writing) in Hindi • Typewriting Junior Grade in Hindi (25 wpm) • Working knowledge in computer operations
3	Lab Assistants	<ul style="list-style-type: none"> • B Sc Degree in relevant subject (s) with at least second class
4	Care Taker (Day Care Centre)	<ul style="list-style-type: none"> • B. Sc Degree in Home Science or equivalent disciplines from a recognized University • Preferably two years experience in Creches / Kinder Garden schools
5	Care Taker (University guest House)	<ul style="list-style-type: none"> • Three years diploma in Hotel Management & Catering technology / Hospitality Management from a recognized Institute • Two years experience in Hotel or Guest House Maintenance.
6	Receptionist	<ul style="list-style-type: none"> • Bachelor Degree in Arts/Science/Commerce or Equivalent from a recognized University • Working knowledge in computer operations • Good communication skills • Proficiency (Spoken/Written) in Tamil/Hindi/English
7	Office Manager	<ul style="list-style-type: none"> • Bachelor Degree in Arts/Science/Commerce or Equivalent from a recognized University • Typewriting in English • Three years experience at Managerial level in corporate/quasi-governmental/governmental organization preferably in an educational institution
8	Multi Task Service Worker	<ul style="list-style-type: none"> • A Pass in SSLC or equivalent Examinations

_____ End of Document _____