### **PONDICHERRY UNIVERSITY**



(A Central University – Accredited with 'A' Grade by NAAC)
R.V Nagar, Kalapet, Puducherry-605 014

## NOTICE INVITING TENDER FOR PROVIDING HOUSE KEEPING SERVICES

Pondicherry University invites sealed tenders under two bid system from reputed agencies/contractors for providing House Keeping Services in the campus of the Pondicherry University located at R.Venkataraman Nagar, Kalapet, Puducherry 605 014, Pondicherry University Community College, Lawspet and Pondicherry University Campus at Karaikal for a period of one year.

The tender forms have to be downloaded from the University Website www.pondiuni.edu.in and submitted along with Demand Draft towards cost of tender for an amount of Rs.2,000/- + 4% VAT drawn in favour of the Finance Officer, Pondicherry University, payable at Puducherry. For further details please visit our website. Corrigendum, if any, to this tender will be notified in the website. Tenderers are requested to refer to the website regularly.

Last date and time for submission of tender: 17-06-2016 - 3.00 p.m

Opening of pre qualification bids : 17-06-2016 - 3.30 p.m

Date of opening of financial bids : The tenderers shortlisted in

Pre-qualification bid will be

informed later.

**REGISTRAR** 

### **PONDICHERRY UNIVERSITY**



R. Venkatararman Nagar, Kalapet, Puducherry - 605 014

Sealed Tenders are invited from reputed agencies/contractors under two bid system for providing House Keeping Services (approximate requirement of labour per day: 195 as per the details given under Schedule I to V for providing House keeping Services in the campus of the Pondicherry University located at R. Venkataraman Nagar, Kalapet, Puducherry, Pondicherry University Community College at Lawspet and the Pondicherry University Campus at Karaikal for a period of one year, renewable for a further period of 2 years on yearly basis on performance appraisal. The requirement may vary by plus or minus 25% of the estimated requirement mentioned above. Terms and Conditions for providing House Keeping services are in Annexure 'A'. The agencies who fulfil the following requirements only are eligible to participate in the tender:

### Essential Pre-qualification Criteria/Pre-qualification for Technical BId

- The Tenderer should, download the tender document from the University website: <a href="www.pondiuni.edu.in">www.pondiuni.edu.in</a>. The filled in tender document should be submitted along with a Demand Draft for Rs.2,000/- + 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 should be written on the backside of the Demand Draft.
- 2. The Tenderer should enclose a Demand Draft for Rs. 5,00,000/- (Rupees Five lakhs 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.
- The Tenderer should have experience in providing House Keeping services continuously in all the preceding three years with an annual contract value of not less than Rs.50 lakhs i.e from the financial year

- 2013-14. [Year means financial year ending on 31<sup>st</sup> March]. Proof should be enclosed.
- 4. The Tenderer should have minimum annual turnover of **Rs.50 lakhs** per year during the last three financial years ie. 2013-14, 2014-15 and 2015-16 (Proof should be enclosed).
- 5. 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.
- 6. 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.

- 7. (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 two Financial years (ie) 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 Assessment years 2014-15 and 2015-16.
- 8. The Competing tenderer should have in currency a valid Labour Licence under Secton 12(1) of the Contract Labour (Regulatoin and Abolition) Act, 1970. [Copy to be enclosed]
- 9. **11. Other Conditions**
- (i) The details as to the documents relied upon by the tenderer and mentioned in the Pre-qualification bid/Technical bid shall be specifically referred to by mentioning the Page No. in the relevant column of the Pre-qualification bid. The general statement as to "Enclosed" shall be avoided.
- (iii) All the documents attached to the tender document should be self attested with the seal of the tenderer. All the pages of the Tender documents should be signed by the Tenderer.
- (iv) The Tenderer interested in providing the House Keeping services should submit sealed Tenders in dual cover as given below:
  - a. <u>Cover No.1</u> with <u>superscription "Pre-Qualification Bid/Technical Bid"</u> should contain papers in support of the above Pre qualification requirements with Demand Drafts towards cost of tender documents

- and EMD as stated above.
- **b.** <u>Cover No.2</u> with <u>superscription "Financial Bid"</u> should contain the financial bid.
- c. Both the covers should be <u>put in another cover</u>, sealed and <u>superscribed as "Tenders for House Keeping Services"</u> should either be deposited in the Tender Box kept open in the Office of the Registrar, Pondicherry University or addressed to the Registrar, Pondicherry University, R.V. Nagar, Kalapet, Puducherry 605 014 so as to reach the Registrar through Registered Post or Courier on or before 17-06-2016 by 3.00 p.m. Late tenders will not be considered. Pre Qualification bid / Technical bid and Financial bid should be kept in separate covers. In case both Pre Qualification bid/Technical bid and Financial bid were kept in a single closed cover, the same will be rejected.
- (v) All additional details as required in the tender conditions should be attached with the tender documents and all the pages of the tender documents alongwith such enclosures should be serially numbered by the tenderers. Tenderers should certify the total number of pages contained in the tender documents as indicated in the Pre Qualification Bid and shall also enclose a declaration to that effect.
- (vi) Pondicherry University reserves the right to accept or reject any tender without assigning any reason thereof in the interest of the University.
- (vii) If the cover superscribed "Pre-Qualification Bid/Technical Bid" does not contain any of the details required and proof thereof, the tender of such Tenderer shall summarily be rejected. If any of the required details furnished by the tenderers proved to be false at a later date, the tender/agreement will be cancelled forthwith.
- (viii) Tenderers are required to read carefully all the Terms and Conditions at Annexure A with respect to
  - A. Scope of work
  - B. Tenderer's representations and warranties
  - C. Tenderer's covenants
  - D. Payment Terms
  - E. Termination
  - F. Post termination responsibility of the Tenderer
  - G. Non-exclusive
  - H. Arbitration.
  - I. Agreement
- (ix) Earnest Money Deposit (EMD) of Rs.5, 00,000/- (Rupees Five lakhs only) and the cost of tender documents in the form of Demand Drafts drawn in favour of the Finance Officer, Pondicherry University, Puducherry, payable at Puducherry (and if exempted from payment of EMD, a copy of the exemption certificate duly self attested should be enclosed) shall be submitted along with Pre-Qualification Bid/Technical Bid and not

- with Financial Bid.
- (x) Tenders will be opened on 17-06-2016 by 3.30 p.m. only and the pre-qualification bids will be opened on the same day in the presence of the available tenderers/authorized representatives. The date of opening of financial bid of the pre qualified tenders will be intimated later.
- (xi) Estimated tendered cost is about Rs 1.80 Crore (Rupees One Crore eighty lakh only) per year.

Tender process contains two stages as detailed below:

### Stage I:

Opening of Pre-qualification/Technical Bid

### Stage II:

Opening of Financial Bid

### Stage I:

Persons attending the opening of the Pre Qualification bid, should submit a letter of authorization issued by the tenderer under the signature and seal of the tenderer if anyone other than the tenderer is attending. Without such a letter of' authorization, no person will be permitted to attend the opening of Pre Qualification Bid/Technical Bid. Pre-Qualification Bid/Technical Bid will be opened in the presence of the available tenderer/authorized representative. After opening the Pre-Qualification Bid/Technical Bid in the presence of the tenderers, technical evaluation would be done by the Officers of the University to shortlist the eligible tenderers based on evidenced material made available with reference to parameters indicated in the tender schedule. The result of evaluation and list of tenderers short listed would be intimated to such short-listed tenderers and displayed in the Notice Board / Website in due course.

### Stage II:

Financial bids of such shortlisted tenderers in the Pre-Qualification Bid/ Technical Bid alone, will be opened on the date to be communicated to the shortlisted tenderers, in the presence of available such tenderers/their authorized representatives and evaluated. Based on evaluation of Financial Bid, the successful tenderer will be selected.

The successful tenderer shall furnish an irrevocable and unconditional bank guarantee for Rs. 9,00,000/- (Rupees Nine lakh only) towards Performance Guarantee and sign an agreement. The amount of Performance Guarantee will be forfeited in case the Tenderer breaches the terms of contract, discontinues his services without prior notice/any loss is incurred by the Pondicherry University.

The successful tenderer should immediately on acceptance of tenders, open a separate Current Account in the name of the tendering firm with the Indian Bank viz Pondicherry University Branch located within the University campus at Kalapet, Puducherry 608 014. On entering into agreement, the successful Tenderer should cause to open separate Savings Bank accounts with Indian Bank, Pondicherry University to each of the employee of the Tenderer deployed for the House keeping service of the University facilitating payment of monthly salary through the SB account of such employees by the Tenderer.

The rates quoted should be in tune with the Government regulations as applicable to the type of contract under this tender. Service Tax need not be paid by the tenderer as the University is exempted by Government of India from payment of Service Tax for providing House keeping Services.

The Pondicherry University reserves the right to reject the tenders of any Tenderer without assigning any reason thereof. Selected Tenderer will be assigned the responsibility of House keeping for Pondicherry University Campus, Kalapet, Pondicherry University Community College, Lawspet, and Pondicherry University Campus at Karaikal.

REGISTRAR

# Terms and Conditions for providing House Keeping Services in the Pondicherry University Main campus, Pondicherry University Community College at Lawspet and Pondicherry University campus at Karaikal

### A. SCOPE OF WORK

- 1.01 The selected Tenderer will enter into an agreement with the University and personnel for providing House Keeping Services for Pondicherry University Main Campus located at R. Venkataraman Nagar Kalapet, Puducherry, Pondicherry University Community College at Lawspet and the Pondicherry University Campus at Karaikal.
  - a) They should have work experience of atleast 3 years in House Keeping services.
  - b) No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the Armed Forces of the Union, State police organization, Central or State Governments shall be employed or engaged by the Tenderer.
  - c) No. of Building to be covered under House keeping services are given in the Schedule 1 to V.
- d) Approximate Number of House keeping staff required for the House keeping services for the above Buildings including PU Community College and PU Karaikal centre is estimated as 195.
- e) Working hours: From 8.30 a.m to 4.30 p.m
- 1.02 Duration of the contract shall be for one year subject to quarterly appraisal and review by the University authorities and in case the job performed is not found to be satisfactory, the contract shall be terminated by giving notice of three months to this effect. However, the contract can also be terminated by giving a written notice of three months by either side. A record of every lapse small or big will be maintained by the Pondicherry University & if required, a weekly meeting with the representative of the Contractor and the Executive Engineer, Civil wing or person authorized by the Executive Engineer will be held and minutes of the same recorded for compliance. A monthly meeting with the Contractor or authorized Representative of the contractor will be held for follow-up actions.

### 1.03 Nature of work in Departments, Schools & Office buildings: (Schedule I to V)

- 1. All the toilets should be cleaned 3 times daily with cleaning materials,
- 1<sup>st</sup> cleaning before 9.00 am.
- 2. Cob webs to be removed daily.

- 3. Once in a month all the toilets to be cleaned by acid wash.
- 4. The surroundings of the buildings to be swept/cleaned and maintained neatly.
- 5. Labourer should be present in the respective posting place during the working hours
- 6. Mopping of floors with cleaning materials, appropriate machines, tools, disinfectant solution in faculty / Officer's Chambers, computer labs, seminar halls, and common areas & corridors etc to be done daily two times.
- 7. Waste generated from the buildings to be removed daily twice and placed in the waste bins or specifically identified locations.
- 8. The number of labour indicated is the minimum and wherever & whenever required, the firm will engage additional manpower without extra cost to the university for satisfactory work performance.
- 9. The agency / firm should engage supervisor to supervise the work and labour at no extra cost.
- 10. The building **terrace** should be cleaned monthly once.
- 11. Wherever required, floor cleaning machines may be used.
- 12. Adequate quantity of the following Cleaning materials and Consumables should be used daily for keeping the Buildings in a neat, clean and hygienic manner:
  - a. Phenyl (Good quality)
  - b. Soap Oil
  - c. Glass Cleaning Liquid (Colin)
  - d. Naphthalene Balls
  - e. Urinal Cakes
  - f. Cleaning Acid
  - g. Floor cleaning liquid
  - h. Bleaching Powder
- 13. Adequate stock of the above materials should be kept in the University Premises allotted by the Executive Engineer(Civil). Sanitary Inspector or person authorized by the Executive Engineer(civil) will, at any time, inspect the above stock and report to Executive Engineer(Civil) or Registrar for any deficiency.

#### **B. TENDERER'S REPRESENTATIONS AND WARRANTIES**

2.01 The selected tenderer hereby represents, warrants and confirms to the Pondicherry University that:

- 2.02 He has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Facility staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the Agreement and to the satisfaction of the University, provided, however, that the Pondicherry University's judgment as regards the quality and skills of the Tenderer and his Facility Staff shall be final and binding on the Tenderer.
- 2.03 The personnel deployed by the applicant for the job shall meet the following requirements:
  - o Should be medically fit
  - Should possess good conduct and discipline
  - Should not have any criminal records
- 2.04 The agency shall not engage/employ persons below the age of 20 years and above the age of 50 years
- 2.05 The execution of the Agreement and providing services hereunder by the Tenderer to the Pondicherry University does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the Tenderer with any third parties.
- 2.06 Tenderer shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government), Companies Act, Tax Deduction liabilities, Welfare measures of his employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Tenderer, and it shall not involve the Pondicherry University in any way what-so-ever.
- 2.07 The selected Tenderer shall submit an irrevocable and unconditional Bank Guarantee for Rs.9,00,000/- (Rupees Nine Lakh only) in favour of Finance Officer, Pondicherry University towards Performance Guarantee for due compliance of contract obligations to the satisfaction of the Pondicherry University and to make good any loss or damage caused to the Pondicherry University owing to acts in pursuance/violation of terms herein. The Bank Guarantee will be valid for a period of at least 18 months from the date of commencement of the contract. In case the period of contract is extended based on performance appraisal beyond one year, the validity of Bank Guarantee should also be extended as may be required by the University.
- 2.08 The selected Tenderer shall arrange to have a Branch Office in Puducherry, if not already existing.

### **C. TENDERER'S COVENANTS**

3.01 The selected Tenderer will issue detailed working instructions to their employees which should get approved by the Executive Engineer/

- Registrar, Pondicherry University. This, inter-alia, implies that each individual should know and execute his responsibilities.
- 3.02 The Tenderer shall supply uniforms (all weather) with Name plates to the persons engaged by him. The Pondicherry University shall not allow any employee of the Tenderer to work inside the Pondicherry University without uniform except in cases where in specially asked for.
- 3.03 The contractor shall provide Supervisors/Asst. supervisors wherever the house keeping services are provided. They shall be in-charge for the overall act of cleaning in respect of that building/section/units/wards
- 3.04 The Tenderer shall provide the required equipment required for carrying out the House keeping work.
- 3.05 The Tenderer should install and maintain a "Biometric Attendance System" for record the attendance of the employees, as per the specification given by the Executive Engineer(Civil wing) 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.
- 3.06 In the event of any misdemeanor like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behavior by any House keeping staff, such personnel will be removed from duty immediately and shall not be deployed at the University in future. This condition will apply also to those personnel found abetting with another person in any sorts of misdeeds.
- 3.07 House keeping staff on off duty will not be allowed to visit any duty posts.
- 3.08 The right to increase/decrease the strength of House keeping staff posted at any time, rests with the Pondicherry University.
- 3.09 The following documents will be maintained by the the Tenderer:
  - a) Daily Attendance Register
  - b) Stock Register of consumables
  - The above Registers should be submitted to the Executive Engineer(Civil) or his Representative for verification on daily basis and/or whenever required.
- 3.10 The equipments/tools required for House Keeping and the Consumables required for House keeping services will be supplied by the Tenderer, cost of which is to be included in the Profit margin or Service Charges quoted by the Tenderer.
- 3.11 The selected Tenderer will forfeit the Performance Gurantee for Rs.Nine lakh furnished in the form of an irrevocable and unconditional bank guarantee, in case the Tenderer discontinues their service without prior notice/any loss is incurred to the properties of Pondicherry University.
- 3.12 In case of any loss/damage caused, not due to natural calamities, or an

Act of GOD, to the property of the University where the complicity or laxity of the House keeping staff of the Tenderer is suspected, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by the contractor. If, after enquiry, it is not able to pinpoint the responsibility, the decision of the Registrar, Pondicherry University will be final and binding on both parties.

- 3.13 It shall be binding on the Tenderer and their staff that, during their association with the Pondicherry University, if they are given, prepare, produce or otherwise receive any drawings, samples, prototypes, products, equipment or knowledge of such items, NOT to divulge the same to any party private or public. Such activities will attract immediate termination of this agreement with appropriate compensation to the Pondicherry University.
- 3.14 **Period of contract:-** The period of agreement will be for one year from the date of award of the contract/acceptance by the Pondicherry University. However, the contract can be renewed for additional 2 years on yearly basis based on a performance appraisal by the Registrar.
- 3.15 The selected Tenderer shall be responsible and liable for and shall indemnify Pondicherry University and keep the Pondicherry University indemnified, safe and harmless at all times, against:
  Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by Pondicherry University directly or

indirectly by reason of:-

- 1. any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations hereunder, service, act or omission of or by the Contractor and / or any of his Staff, and/or
- 2. any theft, robbery, fraud or other wrongful act or omission by the Tenderer and / or any of his Staff.
- 3.16 The Tenderer shall not appoint any Sub-Tenderer to carry out any obligation under the contract.
- 3.17 The Tenderer shall take day to day instructions from the Executive Engineer(Civil)
- 3.18 The Tenderer shall be responsible for all injuries and accidents to persons employed by him. He will also cover his personnel for personal accident while performing the duty. The cost of such insurance to the House keeping staff should be borne by the Tenderer and this will not be reimbursed by the University.
- 3.19 The Tenderer shall be responsible for the good conduct and behavior of his employees. If any employees of the Tenderer is found misbehaving with the staff member / student of the Pondicherry University, he shall

terminate the services of such employees on the recommendation of the Executive Engineer or any other officer designated by the Registrar of Pondicherry University. The Tenderer shall issue necessary instructions to its employees to act upon the instructions given by the Executive Engineer(Civil) or Persons authorized by the Registrar, Pondicherry University.

3.20 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Tenderer shall meet any other requirements of Pondicherry University from time to time, relating to the House Keeping Services.

### **D. PAYMENT TERMS**

- 4.01 The House keeping should be paid at the following rates.
  - 1. For Pondicherry Area: House keeping staff: 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 in respect Sweeping and Cleaning for Puducherry Area. Whenever Government of India revises the minimum wages, such revised wages will be applicable.
  - 2. For Karaikal Area: House keeping staff: 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 in respect Sweeping and Cleaning for Area 'C' as notified by Dy. Chief Labour Commissioner(C). Whenever Government of India revises the minimum wages, such revised wages will be applicable.
  - 3. The Contractor should make payment to the House Keeping personnel at the above rates <u>for the period actually employed in a month</u>. The above rates mentioned under Sl. No. 1 and 2 will be the Base Rate on which the agreed percentage of Service charges payable to the contractor are to be calculated.
  - 4. The above base rate/minimum rates of wages include also the wages for weekly day of rest.
  - 5. 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.

- 4.02 Payment made by the contractor as mentioned above will be reimbursed by the University.
- Administrative & other charges will BE REIMBURSED by the University.

  Immediately after making payment of monthly salary to the House Keeping staff on the 5<sup>th</sup> 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 House keeping staff (including the Administrative and other charges) engaged for the House keeping 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 House keeping staff 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 15<sup>th</sup> 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 20<sup>th</sup> day of the succeeding month alongwith the claim for reimbursement of wages paid to the House keeping staff.

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 25<sup>th</sup> day of the month alongwith Reimbursement of Wages paid to the House keeping staff.

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 House Keeping personnel.

4.04 **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 4.01.5 above.

- 4.05 (a) The contractor should prepare a <u>wage bill register</u> every month containing the following details.
  - 1. Name
  - 2. Designation
  - 3. ID No.
  - EPF No.
  - 5. ESI No.
  - 6. No of days worked
  - 7. Basic
  - 8. Variable DA
  - 9. Total = Basic + variable DA x No. of days
- 10. Gross [9+10]
- 11. Recoveries
  - i. EPF
  - ii. ESI
  - iii. Advance, if any
  - iv. Uniform
  - v. Penalty/fine, if any, etc
- 12. Net payment [10 minus 11]
  - (a) 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 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.
  - (b) The contractor should pay the monthly wages to his employees by the 5<sup>th</sup> day of the next month, to the month of employment. The contractor should submit the following claims to the University on or before the 20<sup>th</sup> day of the succeeding month for
  - (i) Reimbursement of the wages paid to the House Keeping staff relating to the preceding month.
  - (ii) Reimbursement of Employer's contribution towards EPF and ESI remitted to the respective organisations relating to the preceedinbg month AND
  - (iii) Payment of Service Charges
  - (c) 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 4.06.

- ii. Copy of Bank advice memo for crediting to the individual SB account of the House Keeping staff
- iii. Any other documents/proof as required by the Registrar/Executive Engineer(Civil) for verification.
- (d) 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 House Keeping 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 House keeping staff. Difference, if any, between the Net amount payable to the House Keeping personnel and amount credited to the Bank for disbursement to the respective SB accounts of the House keeping staff, 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.
- 4.06 The contractor should open a current account for the contractor and cause to open separate SB Accounts to each of the House keeping staff employed by the contractor for the University with Indian Bank located within University campus at Kalapet, Puducherry 605 014/ Indian Bank, Karaikal Branch (for House Keeping personnel engaged at PU Karaikal Centre) and payment should be made to the employees only thro' such SB accounts. No cash payments should be made to any House Keeping personnel whether it is wages or advance. Such payments will not be considered by the University.
- 4.07 (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.

Service charges so quoted shall cover all liabilities/incidental expenditure and the cost of equipment/tools required for House keeping and daily consumables required for providing House keeping services to maintain the premises in neat and clean manner, and all other liabilities of the tenderer including Profit Margin of the Tenderer.

Before quoting the rate in the financial bid, the Tenderer should visit the buildings as given in the Schedules I to V to assess the quantum and cost of cleaning materials required for the House

keeping services.

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 4.01.5 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. Service Tax will not be paid by the University as the University is exempted from payment of Service Tax.

- (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.
- 4.08 a. Service charges so agreed will cover all liabilities of the tenderer as per terms and conditions of contract, provision of Equipment/Tools required for House Keeping services and consumables required for House keeping services as prescribed in the Tender conditions and Profit Margin.
  - b. Amount recovered from the House keeping personnel towards their contribution [employees contribution] towards EPF and ESI, should be remitted IN FULL to the respective EPFO and ESIC.
  - c. Rates prescribed by the EPFO and ESIC towards recovery of contributions should be STRICTLY FOLLOWED.
- 4.09 a. The tenderer should **NOT** recover any amount from the wages payable to the House keeping 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 House keeping staff relating to his/her duties/works
  - iii. Towards recovery of advances, if any, already made to the House keeping personnel by the tenderer.
  - iv. Charges for Uniform, if any.

b. In case, the tenderer makes payment to any House keeping staff 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 House keeping personnel. No cash payment should be made in this regard. Details of such advance payments made should be furnished every month to the Registrar/Executive Engineer for verification of recoveries shown the Wages Bill Register.

- 4.10 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.
- 4.11 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.
- 4.12 The contractor shall pay its employees wages at the rates as agreed upon in the contract as stated above.
- 4.13 There shall not be any Master-Servant or Employer- Employee relationship or any legal or Contractual relationship between the University and House keeping staff 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 House keeping staff 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 House keeping staff as per rules/Laws applicable in such cases.
- 4.14 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.
- 4.15 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.

- 4.16 House keeping staff engaged shall be given proper training by the Contractor.
- 4.17 Penalties will be levied as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments i.e Reimbursement of wages and Payment of Service Charges.

Lapses

Maximum limit of penalty (Per occasion / per day)

Absence of manpower

Rs.500/-

- Misusing of official telephone or computer Rs.1000/- (in addition recovering the actual cost of misuse)

Any other lapse not covered above to be decided by the University, keeping in view of the seriousness and gravity of the lapse (please refer below for additional clauses).

- In case of any unsatisfactory service, deduction upto 10% of the amount due for the month will be imposed on the tenderer. In case of late attendance/absence during working hours/loitering during working hours by any personnel of the agency, the Executive Engineer (civil) or any person authorized by the Registrar reserves the right of reduction of any amount from the bill payable as it may deem fit.
- 2. Any other penalty deemed fit to be imposed on the Bidder with prior notice. This notice is only for those clauses which are not defined above.
- 4.18 All correspondence regarding House keeping & payment of bills etc., or any other matter shall be done only with the Registrar of the University through Executive Engineer(civil) or authorized person.

### **E. TERMINATION**

5.01 Either party may terminate the contract by giving the other party three

months prior written notice of the same and this Agreement will stand terminated on the expiry of the three months period provided always that the contractor has fulfilled and complied with all his obligation to the Pondicherry University in connection with and under this Agreement up to the date of such termination.

5.02 In case of breach of any of the terms of this Agreement by the contractor, Pondicherry University shall be entitled to terminate this Agreement immediately without giving any written notice to the Contractor for the same. In such a case, Pondicherry University shall be entitled to retain hereunder or which become due after termination thereof, any amount which, according to Pondicherry University is due and owing to it by the contractor arising directly under this Contract.

### F. POST TERMINATION RESPONSIBILITY OF THE CONTRACTOR

- 6.01 Upon termination of this Agreement, the contractor shall immediately deliver to Pondicherry University all the Documents and any/all data, held by it and which are in possession/custody/control of his staff, to Pondicherry University. The contractor shall also forthwith remove all his staff together with his machines/equipment whatsoever from the premises of Pondicherry University as directed by the University. This is further subject to the fact that Pondicherry University may at its option direct the contractor to finish any particular work/works which may at the date of termination be outstanding.
- 6.02 Any breach of the obligation or delay in its implementation shall without prejudice to Pondicherry University's other rights at law will, result in levy of compensation at the rate of Rs.10,000/- per day with interest thereon at the rate of 18% per annum. This amount may without prejudice to all other rights of recovery vesting by law in Pondicherry University be, also recovered from the outstanding amounts, if any, of the contractor which may at the date be outstanding and remain in the hands of Pondicherry University.

### **G. NON EXCLUSIVE**

7.01 It is agreed and clarified that this Agreement is on a non-exclusive basis and the parties are at liberty to enter into similar agreements with others. Provided, however, the contractor shall ensure that his entering into agreements with other parties, shall not in any way conflict with or affect PONDICHERRY UNIVERSITY's interests, rights, remedies under this Agreement or in law.

#### H. ARBITRATION

8.01 In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway

relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by an Arbitrator appointed by Pondicherry University. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Puducherry. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Puducherry.

### I. AGREEMENT

9.01 Agreement has to be executed by the successful contractor as per these Terms and Conditions.

**REGISTRAR** 

Signature
Authorized representative with Seal

## PONDICHERRY UNIVERSITY TENDER FOR PROVIDING HOUSE KEEPING SERVICES PRE QUALIFICATION BID/TECHNICAL BID

SI.	Details to be enclosed for verification	Whether proof is enclosed pl say YES if en "NO" if not enclosed. (Please indicate reference to page No odocument)		
1	Tender documents have to be downloaded from the website of the University and a Demand Draft towards cost of tender for Rs.2000/- (Rs. Two thousand) + 4% VAT drawn in favour of Finance Officer Pondicherry University, Puducherry payable at Puducherry has to be enclosed (If exempted from payment of cost of tender document a copy of exemption certificate issued by a Competent Authority duly attested should be enclosed)	Demand Draft No  Name of the Bank with Branch	Yes / No Page No.	
2	A Demand Draft for Rs. 5,00,000/- (Rupees Five Lakhs 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 after the date of call of the Tender. (If exempted from payment of EMD, a copy of the Exemption certificate issued by a Competent Authority duly attested should be enclosed)	Demand Draft or Bank Guarantee No Name of the Bank with Branch	Yes / No Page No.	

3	Proof for having experience of providing House keeping services continuously in all the preceding three years* from the year 2013-14 with annual contract value minimum of Rs.50 lakhs in each year.  Please furnish the following particulars in the proforma given below:						
	SI.	Year	Name of the Institutions with Address	Annual Contract value (Rs. in lakh)	Copy of proof should be enclosed. (Please indicate page No of the tender document)		
	1.	2013-14					
	2.	2014-15					
	3.	2015-16					

<sup>\*</sup>Year means Financial year ending 31<sup>st</sup> March. If space provided is not sufficient separate sheets may be enclosed.

4 (	(a)	Proof showing that the Tenderer is having at least one running contracts for providing House Keeping Services with annualised contract value of not less than Rs. 50 Lakh.						
SI.		Name of Institution with address	Period of contract	value	Copy of proof should be enclosed. (Please indicate Page No of the tender document)			
	1							

4 (b)	Details of clients other than that mentioned in 4(a) above, for whom the tenderer is providing House Keeping services a present irrespective of the money value of the contract as on the date of submission of tender. Details may be furnished in the following format. Tenderers should disclose details of ALL such clients to whom House Keeping services are provided currently without ANY omission.							
SI.	Name of Institution with address	Period of contract	value	Copy of proof should be enclosed. (Please indicate Page No of the tender document				
1								
2								

Note: 1. If no information other than 4(a) above is available, a 'NIL' statement may be furnished under 4(b) above.

2. Submission of wrong information will result in non consideration of the tender for evaluation.

5	Details of proof for registering with EPF, ESI				
	SI. No.	Details	Registration No.	Attested copy of proof for Registration to be enclosed (Please indicate Page No of the tender document)	
	1	Employee's Provident Fund organization		Yes/No	Page No.
	2 Employee's State Insurance Corporation			Yes/No	Page No.
6	(b) T V a	he Tenderer should enclose a copy of Audited alance Sheet with profit and loss account duly ertified by a Chartered Accountant for the last two inancial years (ie) 2013-14 and 2014-15. The Tenderer should enclose a copy of the 'Income ax Return Acknowledgement' or 'Income Tax Return Yerification Form' for the Assessment years 2014-15 and 2015-16.	Balance Sheet and P&L Account (finan 2013-14 2014-15  IT Return - Assessm 2014-15 2015-16	nent Year Page	No.
7	Labour Licence under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970.  Whether available or Not Available. If available, Copy of the Licence may be enclosed. (Please indicate page No of the tender document)			y be enclosed.	

Signature of the Tenderer with Official Seal

## PONDICHERRY UNIVERSITY TENDER FOR PROVIDING HOUSE KEEPING SERVICES FINANCIAL BID

For providing House keeping services at Pondicherry University located at R.Venkataraman Nagar, Kalapet, Puducherry 605 014, Pondicherry University Community College (Lawspet) and Pondicherry University Campus at Karaikal

Tenderers are requested to carefully study the Terms and Conditions with particular reference relating to payment terms vide Para 4 of Annexure 'A' and quote the percentage rate over the Base Rate as per the terms and conditions towards their Service charges, in the schedule given below.

Service charges so quoted shall cover all liabilities/incidental expenditure and the cost of equipment/tools required for House keeping and daily consumables required for providing House keeping services to maintain the premises in neat and clean, and all other liabilities of the tenderer including Profit Margin of the Tenderer.

Before quoting the rate in the financial bid, the Tenderer should visit the buildings as given in the Schedules I to V to assess the quantum and cost of cleaning materials required for the House keeping services.

This percentage rate of service charges will be taken for comparison among the participating tenderers, for selection of the Tenderer. While evaluating the financial bid, mere quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance.

If service charges are quoted other than as a percentage rate over the Base Rate, such tenders will not be considered at all.

### Schedule

SI. N	Details	Rate in <u>Percentage</u> over the Base Rate
1	Service charges for providing House Keeping Services as per the Terms and Conditions.	

(Note: If there is any discrepancy in rates quoted in figures and words, rates quoted in words only will be taken for consideration).

Signature of the Tenderer with Official Seal

## **SCHEDULE - I**

### Housekeeping work for the following buildings in the university campus

S.No	Name of the Buildings	Minimum No. of Labour to be engaged per day
1	Administrative building	7
2	Students Service Centre	1
3	Thiruvalluvar Stadium	1
4	Department of Management Studies	2
5	School of Management	7
6	School of Performing Arts & Theater	1
7	Centre for Electronic Media	1
8	Department of Physical Education	1
9	Central Library	6
10	Library Annexure building	3
11	Rajiv Gandhi Cricket Stadium	1
12	Examination Wing	6
13	Department of Library Information Science	1
14	Lecture Hall Complex- II	2
15	School of Tamil	2
16	School of Humanities & Social Sciences	10
17	Departments of Electronic Media & Mass	2
	Communication	
18	UMISARC building	2
19	Horticulture wing	1
	Total	57nos

Signature

## **SCHEDULE -II**

### Housekeeping work for the following buildings in the university campus

S.No	Name of the Buildings	Minimum No. of Labour to be engaged per day
1	Directorate of Distance Education	3
2	Department of Physics	3
3	Departments of Mathematics & Statistics	3
4	Lecture Hall Complex- I	2
5	Department of Bio Technology	3
6	Mathematics Additional building	2
7	Centre for Pollution Control	3
8	Day Care Centre & Pre Primary School	2
9	Shopping Complex	1
10	Science and Humanities Block-I	5
11	Science and Humanities Block-II	5
12	Animal House Building	1
13	Department of Chemistry & Additional	3
	lab	
14	CIF	2
15	IPLS	1
16	Bio Informatics	3
17	Department of Earth Science	4
19	Green energy Technology	4
	TOTAL	50 nos

Signature

## **SCHEDULE -III**

### Housekeeping work for the following buildings in the university campus

S.No	Name of the Buildings	Minimum No. of Labour to be engaged per day
1	Academic Complex Building (Food technology)	4
2	Gents Gym	1
3	Ladies Gym	1
4	University Health Centre	1
5	Pavendar Bharathidasan	1
6	Subramanya Bharathiyar	1
7	Kamban	2
8	Tagore	2
9	Kalidass	2
10	Valmigi	3
11	Kannadasan	3
12	Kabirdass	3
13	Ilango Adigal	3
14	Moulana Abul kalam	3
15	Dr. Sarvepalli Radhakrishnan	3
16	C.V.Raman Gents hostel	6
17	Cauvery	3
18	Sarashwathy	1
19	Ganga	3
20	Yamuna	3
21	Kalpana Chawla	3
22	Meadam Curie Ladies hostel	7
23	Guest house II	2
24	V.C's official residence	2
25	Amudham mega mess	1
26	Mother Theresa mess	1
27	Old estate building girls hostel	1
	TOTAL	66nos

Signature

## **SCHEDULE -IV**

## Housekeeping work for the buildings in the Community College University Campus at LAWSPET, Puducherry - 605008

S.NO	Name of the Buildings	Minimum No. of Labour to be engaged per day
1	Office premises, Academic buildings, etc, and all over the campus	7 nos

Signature

## **SCHEDULE -V**

## Housekeeping work for the buildings in the KARAIKAL University Campus

S.NO	Name of the Buildings	Minimum No. of Labour to be engaged per day
1	Office premises, Academic buildings, Gents & Ladies hostels, University Guest house etc, and all over the campus	15 nos

Signature