



PUDUCHERRY SMART CITY DEVELOPMENT LIMITED

No.2, Old Court Building, Bussy Street, Puducherry-605001

Phone – (0413) 2224434

e-mail : pondysmartcity@gmail.com

No.198/PSCDL/Estt/A1/2019/

Puducherry, dated 09.09.2021

NOTICE INVITING TENDER

Puducherry Smart City Development Limited (PSCDL), Puducherry invites online tenders from eligible firms for providing the services of Peon (Male – 2 Nos. and Female – 1 No.) on outsourcing basis to its office situated at No.2, Old Court Building, Bussy Street, Puducherry – 605001.

Work Description	Outsourcing Services of Peon (Male – 2 Nos. and Female – 1 No.) for the Office of the Puducherry Smart City Development Limited, Puducherry.
NIT No	005/PSCDL/2021-22
Estimated Cost of the Tender	Rs.3,43,212/- (Rupees three lakhs forty three thousand two hundred and twelve only)
Tender Fee (Non-refundable)	Rs.500/- (Rupees Five Hundred only)
This tender notice contains	13 pages
Period of Service	One year from the date of commencement of service after issue of work order.
Date of Publication of Tender (Online)	09.09.2021 – 04:00 pm
Last date for submission of Tender (Online)	23.09.2021 – 04:00 pm
Technical Bid Opening Date & Time	24.09.2021 – 11:00 am
Tender Inviting Authority	Chief Executive Officer Puducherry Smart City Development Limited Puducherry

NOTE:

- 1) The complete bid document can be viewed / downloaded from official portal of <http://pondicherrysmartcity.in> and e-procurement portal of Government of Puducherry <https://pudutenders.gov.in>, but the Tenders can be submitted online through <https://pudutenders.gov.in> only.
- 2) For other details please refer the NIT uploaded in the above said websites.
- 3) Bid Fee shall be paid online through the payment Gateway provided at <https://pudutenders.gov.in> at the time of submission of bid.
- 4) Subsequent corrigendum/addendum if any shall be available only in website indicated above.
- 5) The authority reserves the right to reject for any or all bids without assigning any reason.

INSTRUCTIONS TO BIDDERS:

THE TENDERER SHOULD UPLOAD IN WEBSITE THE FOLLOWING SCANNED PRE-QUALIFICATION CERTIFICATES / DOCUMENTS IN THE TECHNICAL BID FOLDER IN THE FOLLOWING ORDER:

Cover "A" should contain the following particulars:-

- (1) The particulars of the firm / tenderer as prescribed in the **Annexure-I**.
- (2) Scanned copy of Tender Fee paid online.
- (3) Registration Certificate of the Firm (Labour Contractor) with latest status of renewal issued by the Labour Department, Puducherry.
- (4) Minimum Period of standing in trade continuously for three years (Certificates from other Department/ Organisations/Offices to be enclosed).
- (5) Copies of certificates for having provided Services of Peon more than 3 persons together in a single office complex for at least three Departments / Organizations.
- (6) Copies of latest certificates giving proof of availability of at least 20 persons on their pay roll.
- (7) Employees' Provident Fund (EPF) / Employees State Insurance (ESI) / Service Tax Registration Certificate and copies of latest statutory returns of EPF, ESI and Service Tax. Independent code number for EPF, ESI & Service tax of the bidding firm.
- (8) PAN card under Income Tax Act, 1961 in respect of the bidder and copies of statutory Income Tax returns filed under the PAN of the bidder for the last three financial years.
- (9) Audit Certificate from the qualified Chartered Accountant for the last 3 years.
- (10) Any other documents available that shall confirm the reliability of the firm.
- (11) Declaration-I regarding undertaking for payment of minimum wages as fixed by the Government of Puducherry through ECS Mode as prescribed at **Annexure - II** of the NIT, duly signed by the Tenderer.
- (12) Declaration-II regarding token of acceptance of all the terms and conditions of the tender, as prescribed at **Annexure - III** of the NIT duly signed by the Tenderer.
- (13) Bid Security Declaration Form as prescribed at **Annexure - V**

Note: (i) The above mentioned documents / certificates along with annexure-I duly filled in should be scanned and uploaded as a single.pdf file. Failure to produce even any one of the above documents would entail rejection of their Tender. Bids of Tenderers who do not conform to the criteria stipulated in this document shall be rejected. The Tenderers who had submitted all the above required certificates/documents alongwith their Technical Bid shall alone be considered for evaluation of their Price Bid (Tender).

(ii) The Puducherry Smart City Development Limited (PSCDL), Puducherry reserves the right to assess the capability and capacity of the bidder by asking further documents.

Cover “B” (Financial Proposal) should contain only the Bill of Quantity (BoQ).

The rates quoted must be only in the BoQ format of the online format. The rates should be typed in the BoQ as whole rupees only. No special character should be typed.

The bidders should submit their tender through **online only** at the Government official website <https://pudutenders.gov.in> and should make their own arrangements in obtaining the digital signature certificate.

II. The tenderer shall be able to download the Press Notice, Notice inviting Tender and other related Documents only after obtaining the valid e-Token and Digital Signature Certificate (DSC). The contractors who downloaded the Tender Schedule from the official website shall submit the Tender Schedule online before the scheduled time of submission. No Tender Schedule should be sealed and brought to the office of the Puducherry Smart City Development Limited, Puducherry. But, the copy of payment confirmation of Tender document fee for Rs.500/- to be scanned and uploaded in the e-Tender.

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Financial Bid Opening Date & Time will be intimated online through Website	

The Chief Executive Officer, Puducherry Smart City Development Limited, Puducherry, reserves the right to change the opening time and date of the e-Tender for administrative reasons, if any, by notifying the same in the website.

The Validity of the tender should be valid for acceptance for a period of at least 120 days from the date of opening of Financial Proposal (Cover –B).

III. Scope of Service:

- (1) The online bidder shall digitally sign on all documents uploaded by him and bidder shall be responsible for their correctness and authenticity, as per the Information Technology Act, 2000 (I.T. Act)
- (2) Before quoting the rate, the intending tenderers shall visit the Directorate premises to take stock of the scope of work to be carried out. The Responsibility and duties of Agency and Services of Peons are mentioned in **APPENDIX**.
- (3) Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the agencies/firms, who resort to canvassing shall summarily be rejected.
- (4) The tender for rendering of peon service in the schedule is in accordance with all aspects of e-Procurement policy of the Government and terms and conditions and instructions of the e-tender notice.

- (5) Wages to Peon shall not be below the minimum wages of Rs.6,950/- per person per month including DA of Rs.233/- as per order No.09/AIL/LAB/G/2016, dt.22.08.2016 and DA order dt.16.07.2020 issued by Labour Department, Government of Puducherry. Payment of monthly wages to the Peons deployed in the above said Office of the PSCDL by the Service Provider shall be made through ECS mode only. The Bank statement indicating the payment of monthly wages to the persons deployed in the Office of the PSCDL by transfer of amount to their Savings Bank accounts through ECS mode shall be submitted to the PSCDL every month alongwith the bill claimed for payment for the subsequent month. A Declaration to this effect, as mentioned in **Annexure - II**, shall be duly signed and furnished by all the intending bidders and uploaded alongwith their technical bid.
- (6) The Agency / Firm shall strictly follow the social security measures such as ESI, EPF etc., Minimum Wages announced by the Government Gazette notification issued from time to time and ensure the remittances are made to concerned authorities within the due date. The challan remittances towards EPF subscriptions and ESI contributions in respect of the persons engaged at PSCDL shall duly be submitted to the Chief Executive Officer, PSCDL, Puducherry, every month bill, failing which PSCDL shall not release payment for the month.
- (7) The Estimated Rate of Minimum wages including DA per one person per one Month for Peon is Rs.6,950/-. Bidders should quote the Bidder's profit margin (inclusive of administrative expenses, escalation cost and service charges) and calculate the employer's contribution of ESI @ 3.25% EPF @ 13.00% on the Minimum Wages and the Service Tax @ 18% on the gross value of taxable service [18% of (Minimum Wages+Bidder's profit+ESI+EPF)].
- (8) Service Tax is applicable as per the existing rules, from time to time.
- (9) The rate quoted shall be firm for the entire contract period, whatever be the implication of orders of the Government of Puducherry issued from time to time. And if any Modification/amendment by Orders under the Authority of the Government is received regarding wages, it shall be borne by the firm alone and it shall not be claimed from the PSCDL.
- (10) The Agency / firm should obtain all permits and licenses under the laws or regulations applicable and in connection with the work carried out and shall comply with and discharge all statutory obligations/liabilities under the various laws such as the Employee's State Insurance Act 1948, the Employee's Provident Fund Act 1952, the Payment of Wages Act 1932, the Contract Labour (Regulation & Abolition) Act 1970, the Minimum Wages Act 1948 etc., or any modification thereof.
- (12) Income Tax, as applicable, shall be deducted from the total bill amount every month.
- (13) For any clarification, on e-Tender may contact **"The E-Procurement cell, 3rd Floor, Chief Secretariat, Puducherry. Phone No. 0413-2220225, Toll Free No. 1800 3070 2232"**.

IV. The Notice Inviting Tender (NIT) shall form part of this contract/agreement documents. The Department shall not be responsible for any failure, malfunction or breakdown of electronic system used during the E-Procurement process.

V. **GENERAL CONDITIONS:**

- (1) The Chief Executive Officer, PSCDL, Puducherry reserves the right to reject any or all tenders without assigning any reason, therefor. Any other officer, as may be authorized by the Chief Executive Officer, PSCDL, Puducherry, also reserves the right to accept or reject any tender, in whole or in part.
- (2) The Chief Executive Officer, PSCDL, Puducherry is not bound to accept the lowest quotation and if the tenderers have quoted the same lowest rates, the decision of the Chief Executive Officer, PSCDL shall be the final.
- (3) Conditional Offers shall be rejected.
- (4) PENALTY FOR NON-PERFORMANCE:

Penalty at the rate as stated below shall be levied, if any person engaged for tendered services fails to attend to duty and the Firm / Agency is liable for damage for any loss occurs thereon due to the absence of the person.

- (i) Late Reporting of duty – Rs. 100/- day
- (ii) Non – Reporting of Duty – Rs. 200/- day
- (iii) Refusal of Duties – Rs. 500/- per instance
- (iv) Non – Observation of Dress Code – Rs. 100/- per instance

(9) CANCELLATION OF CONTRACT:

The Chief Executive Officer, PSCDL, Puducherry, reserves the right to cancel the work order placed on the successful tenderer, if

- (i) The tenderer commits a breach of any of the terms and conditions of the tender/work order. The tenderer goes into liquidation voluntarily or otherwise.
- (ii) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the tender/work order.

(10) PAYMENT TERMS:

- (i) Payment for the 1st month shall be made on submission of an unconditional Security Deposit @ 3% (Three percentage) of the Order value for a period of 12 months and compliance of other statutory provisions viz. EPF, ESI, Payment of wages etc.
- (ii) Payment shall be made on or after the tenth of every succeeding month on receipt of the invoice and on certification furnished by the PSCDL Official concerned that the assigned works have been executed satisfactorily and in accordance with the work order.
- (iii) The bill in duplicate alongwith advance stamped receipt should be sent to the Chief Executive Officer, PSCDL for effecting payment.
- (iv) The monthly bills shall be submitted for the actual duty performed in respective months alongwith the copies of EPF & ESI paid ONLINE challans.

(11) TENDER FEE / BID SECURITY:

- (i) A sum of Rs.500/- (Rupees Five Hundred only) towards cost of tender fee (Non-refundable) shall be remitted online while submitting bid through online at the Government official website <https://pudutenders.gov.in>
- (ii) A Bid Security Declaration Form in the format prescribed in Annexure-V shall be signed and uploaded while submitting bid through online
- (iii) If any of the tenderer withdraws his tender before expiry validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable, then the PSCDL, without prejudice to any other right or remedy, be at liberty the tenderer will be disqualified from bidding for any contract with PSCDL for a period of two year from the date of notification.
- (iv) In case of failure to perform the contract by the successful tenderer after awarding the Work Order, the PSCDL shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Performance Bank Guarantee absolutely and the contract shall summarily be cancelled.

Besides the above, the tenderer should furnish and upload the scanned copy of the duly signed Declaration, as mentioned in **Annexure-III**, in token acceptance of all the terms and conditions of the tender. Otherwise, the tender will not be considered under any circumstances.

(12) TENDER OPENING:

- (i) On the scheduled time and the date of opening, the Chief Executive Officer, PSCDL, Puducherry, authorises the opening of tender on the notified time. Tenderer can access the particulars regarding tender viz. opening, evaluation and award on the website. The department shall not be liable for any delay in submission of tender.
- (ii) If the opening day of tender happens to be a Public Holiday, the same shall be opened on next working day.
- (iii) Agreement shall be entered into by the successful tenderer with the Puducherry Smart City Development Limited, Puducherry, on acceptance and finalization. Tenderer shall quote their rate and adhere to the terms and conditions of this tender
- (iv) The Work Order will be placed on the successful tenderer, on acceptance of his tender by PSCDL, Puducherry.

(13) The courts of Puducherry will have exclusive jurisdiction to adjudicate any dispute or claim that arises out of / arising under / in connection in this agreement. The tenderer should furnish and upload the scanned copy of the duly signed Declaration in this regard, as mentioned in **Annexure-IV**.

VI. OTHER CONDITIONS:

- (1) **The contract which is entered initially for a period of one year from the date of commencement of services can be extended further,** if the agency agrees to provide the services on the same wages, terms & conditions and the services provided by them are satisfactory. The Puducherry Smart City Development Limited reserves the right to pre-maturely terminate the agreement without assigning any reason therefor, by giving one month's notice before the expiry of the contract period.
- (2) The agency should be willing to provide additional Peons on certain contingencies on payment of proportionate wages. The Puducherry Smart City Development Limited may also increase the number of Peons required depending upon future requirement.
- (3) The Department reserves its right to put additional conditions, based on the prevailing situation/ contingency raises that deemed fit.

**CHIEF EXECUTIVE OFFICER
PSCDL**

ANNEXURE-I

PARTICULARS OF THE FIRM/TENDERERS
(To be filled, signed, scanned, uploaded through online)

PROFORMA

1.	Name of the Agency	
2.	Registration No.	
3.	Year and date and the Department with which registered	
4.	Status of the Organization	Partnership / Pvt. Ltd. Co./Public Ltd.Co.
5.	Full address of the Registered Office of the Agency with Phone No./ Mobile phone Nos./Fax No./E-Mail ID/Web address (Copy of Registration Certificate to be enclosed)	
6.	Profile of the company with details of the technical team and the details of work force showing the qualification & experience of the team in this field(supporting documents to be enclosed)	
7.	Minimum Period of standing in trade-three years(copies of certificates from other Department/Organizations/Offices to be enclosed)	
8.	Total strength of the Peons available with the Agency(Copies of certificates giving proof of availability of at least 20 persons on their pay roll)	
9.	Certificates for having provided Peon Services of more than 3 persons together in a single office complex for at least three large Department / Organizations (Copies to be enclosed)	
11.	Whether contract has been made for engagement of Peon by this office with your firm previously. If so, specify the grounds for cancellation / termination of contract.	
12.	ESI / EPF facilities provided (copies of Registration Certificate and latest statutory returns to be enclosed)	
13.	Whether copy of PAN card of the bidder enclosed and Income Tax returns filed under the PAN of the bidder and Service Tax returns filed (Copy to be enclosed)	
14.	Whether copy of GST Certificate of the bidder enclosed	
15.	Whether Declaration – I at Annexure - II, regarding undertaking for payment of minimum wages are fixed by the Government through ECS Mode, duly signed and furnished?	

16.	Whether Declaration – II at Annexure - III, regarding token of acceptance of all the terms and conditions of the tender, duly signed and furnished?	
17.	Whether clause at Annexure - IV, regarding jurisdiction of court, duly signed and furnished?	
18.	Whether the Bid Declaration Form at Annexure – V duly signed and furnished?	

Place:

Date:

Signature of the authorized person of the Company/firm with seal

Name and Address

ANNEXURE-II

DECLARATION-I

I, hereby declare that, on acceptance of the tender and award of the contract, the payment of monthly wages to the Peon deployed in the PSCDL would be made through ECS mode only and Bank statement indicating the payment of monthly wages to the Peons by transfer of amount to their Saving Bank accounts would be furnished to the PSCDL every month alongwith the bill claimed for payment for subsequent month.

Place:

Date:

Seal and signature of the Tenderer

ANNEXURE-III

DECLARATION-II

"I/We _____ the undersigned, hereby, declare that all the terms and conditions of the Notice Inviting Tender are wholly accepted and that in the event of selection of my/our rates, the contract in the prescribed form will be entered into".

Place:

Date:

Seal and Signature of the Tenderer

ANNEXURE - IV

JURISDICTION OF THE COURT

The Courts at Puducherry shall have the exclusive jurisdiction to try all the disputes, if any, arising out of this agreement between the parties, hereto.

Place:

Date:

**Signature of the authorized person of the Company/firm with seal
Name & Address**

BID SECURITY DECLARATION FORM

Date: _____ **Tender No.** _____

To (insert complete name and address of the company / firm)

I / We, the undersigned, declare that:

I / We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with PSCDL for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I / We

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of bid; or
- b) Having been notified of the acceptance of our bid by the PSCDL during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I / We understand this Bid Securing Declaration shall cease to be valid if I am / We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) sixty days after the expiration of the validity of my / our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of personal signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Date on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)

Note: The above Bid Security Declaration should be furnished in Non Judicial Stamp Paper, not less than Rupees One Hundred.

APPENDIX

TERMS & CONDITIONS FOR PROVIDING PEON (Male – 2 Nos. & Female – 1 No.)

Qualification of Peons

The Person provided should be physically and mentally fit with good character, conduct & behavior, competent & qualified to perform the duties for which they are deployed. They shall be above the age of 21 years and below the age of 50 years. This office shall have the right to ask the firm / agency to remove any person considered incompetent or found unsuitable or for any other reason. Persons removed for the above reasons shall not be deployed again without the consent of this office. The names of the Personnel to be deployed should be furnished by the successful Contractor with their recent coloured passport size two photographs self-attested copies of certificates of age proof, residence proof, EPIC (Voters I.D.) card, AADHAAR card and Specimen Signature of the Personnel.

Duties of the Peon

1. The working hours per day for Peon are 8 hours from 8.45 AM to 5.45 PM (including 1 hour lunch break) during all working days.
2. To return drafts, spare copies, etc. to concerned staff after issue and help despatcher in office work.
3. To take signature pad from Issue Branch to concerned officers for signature.
4. To take official telegrams/wireless message/telex messages, etc. to their respective places for despatch.
5. To keep postal receipts in relevant register of Issue Section.
6. To take delivery of parcels/packets of Department from Railway Station/Post Office/Registration offices, etc.
7. To distribute official daks both inside and outside the office.
8. To attend to any other official work entrusted by the Official.
8. To carry files, daks, official papers and books, etc. as and when required from office to residence office and vice versa of the officers to whom he is attached.
9. To attend to the office work (including carrying messages/orders) at the residence office of the officer to whom he is attached.
10. To attend to any other official duties which may be assigned by the officer to whom he/she is attached.
11. To return the signature pads after signature of the concerned officer to Issue Branch.
12. To attend to any other official calls of the officer he/she is attached to.
13. To take attendance register from office to officer and back.
14. To attend to all official calls of the office staff and other to whom attached.
15. To take files from the officer to office and vice versa.
16. To take Diary, Registers, Log Books, etc. to the desired places as and when required by Officers/Assistants/Section Officers/Diarist, etc.
17. Peon should have knowledge of operating Photostat Machine, Fax, Scanners and Printers.
18. To attend to any other official duties as and when required by the official superiors.

Duties and Responsibilities of the Agency

1. The Agency / firm shall have to deploy additional personnel on emergency / till the contract finalization of the Reliever agency / firm at the same rates quoted in this Offer with prior approval of the officials of the PSCDL, in case any excess works require deploying more personnel during a certain period.
2. If it is found that any property of the PSCDL is lost / damaged due to the negligence or connivance of the Peon, the same shall be made good on the depreciated value of the property damaged / lost from the agency's bill.
5. The Persons deployed shall be deemed as such for all purposes and the agencies shall be fully responsible for payment of wages and other dues, and compliance of all Labour laws applicable to them.
6. Agency / firm shall be held responsible for any accident or medical or health related liability on compensation, redressal of grievances if any, for the personnel deployed by them.