



**F.No.51-17/AE-I/JE(O)/O.M./2025-26**  
**OULGARET MUNICIPALITY**  
**PUDUCHERRY**

**NOTICE INVITING TENDER (NIT)**

**Tender I.D.No. 2025\_DLA\_20556\_1**

**Name of Work: Providing Services of 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry**

Last date for downloading of e-Tender: **28-11-2025 upto 4:00 P.M.**

Last Date for submission of e-Tender: upto **4:00 P.M. on 28-11-2025.**

Date and time of opening : **4:30 P.M. on 28-11-2025.**

**COMMISSIONER**  
**OULGARET MUNICIPALITY**

**Cost of tender document Rs.5,900/- (Inclusive GST)**  
**(Non-Refundable)**

Email: [om@py.gov.in](mailto:om@py.gov.in)  
Tel- No-0413 2200941  
Main Road, Jawahar Nagar, Puducherry-605 005

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**ANNEXURE "A"****Oulgaret Municipality, Puducherry****e-Tender Notice**

Online tender are hereby invited on behalf of the Oulgaret Municipal Council, Puducherry under two bid system viz. Technical Bid and Financial Bid from eligible Agencies/Firms for **“Providing Services of 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry”**. The engagement will be on a contract basis for a period of one year, extendable as per requirement and performance. Submission of proposal in response to this tender shall be deemed to have been done after careful study and examination of this document. This e-tender should be submitted online through the URL <https://pudutenders.gov.in>

| Sl.No. | Information                                                                                      | Details                                                                                                                                                                       |
|--------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Tender Reference<br>Tender I.D.No.                                                               | OM/e-tenders/148/2025-26<br>2025_DLA_20556_1                                                                                                                                  |
| 2.     | Bid document available from<br><a href="http://pudutenders.gov.in">http://pudutenders.gov.in</a> | <b>21-11-2025 at 5.30 P.M.</b><br>Up to <b>4:00 P.M. on 28-11-2025</b>                                                                                                        |
| 3.     | Address and e-mail for submission of written queries for clarifications                          | <b>The Commissioner,<br/>Oulgaret Municipality, Jawahar Nagar,<br/>Puducherry-605 005.<br/>Tel: 0413 2200941<br/>Email : <a href="mailto:om.pon@nic.in">om.pon@nic.in</a></b> |
| 4.     | Last date and Time for downloading of Bid                                                        | <b>28-11-2025 before 4:00 P.M.</b>                                                                                                                                            |
| 5.     | Date & Time of opening Technical Bid                                                             | <b>28-11-2025 at 4:30 P.M.</b>                                                                                                                                                |
| 6.     | Date & Time of opening Financial Bid                                                             | Will be intimated to the eligible bidders.                                                                                                                                    |
| 7.     | Bid Validity                                                                                     | <b>180 Days</b>                                                                                                                                                               |
| 8.     | Period of contract                                                                               | 12 Months (1 Year) from the date of issue of work order.                                                                                                                      |
| 9.     | Cost of Tender document including GST                                                            | <b>Rs.5,900/- (Rupees Five Thousand nine hundred Only) (including GST)</b>                                                                                                    |
| 10.    | Earnest Money Deposit (E.M.D) value                                                              | <b>Rs.1,00,000/- (Rupees One Lakh Only) refundable.</b>                                                                                                                       |
| 11.    | Performance Bank Guarantee Value                                                                 | 2% of the total annual value calculated on wages with quoted service charges and taxes.                                                                                       |

**Important dates and information: Tender documents can be seen on website: [www.py.gov.in](http://www.py.gov.in) and download/participate online from <https://pudutenders.gov.in> by the Contractors / Firms / Institution / Co-operative Societies registered on the Portal.**

**Terms and Conditions:**

1. The bidder must have a registered office within the territorial limits of the Union Territory of Puducherry and should be operational for at least 3 years.  
*Note: Preference will be given to agencies that are functioning as part of a government initiative or municipal registered societies with local impact.*
2. The selected manpower service provider shall be solely responsible for the timely disbursement of wages/salaries and fulfilment of all statutory obligations (such as EPF, ESI, GST, etc.) towards the deployed personnel.
3. The agency shall pay salaries directly to all deployed manpower on or before the stipulated due date each month, without waiting for payment or reimbursement from the Municipal Authority. The agency shall also be responsible for paying both the employer's and the employee's contributions towards State Insurance, Provident Fund, and any other applicable taxes in respect of all personals engaged by the agency for the execution of the contract, in accordance with the prevailing statutory provisions as amended from time to time. Subject to condition that attendance duly endorsed by section head be submitted to Service provider on or before 5<sup>th</sup> of every month.
4. The agency shall submit a monthly invoice to the Municipality along with documentary proof of salary disbursement, such as bank transfer statements, payslips, and statutory challans for EPF, ESI, and other applicable contributions.
5. Demonstrate strong financial standing and liquidity capacity to sustain the payment of wages, statutory benefits, and operational costs for a minimum of six (6) months without delay or dependency on the Municipal disbursements. Produce financial statements or bank certifications at the time of bidding, substantiating the ability to manage such working capital independently.
6. Non-compliance with any of the above shall result in termination of the contract, forfeiture of performance security, and blacklisting from future tenders.

7. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain valid ikey and Digital Signature Certificate (DSC) at the earliest. Tenderer shall submit their offer in electronic format in above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. **No offer in physical format of Technical bid and Financial bid shall be accepted** and any such offer if received by Oulgaret Municipality, Puducherry shall be summarily rejected.
8. An amount of Rs.5,900/- (Cost of Tender Rs.5,000/- + GST 18%) (Rupees Five Thousand Nine Hundred only) (non-refundable) as Tender Fee has to be paid online in the <https://pudutender.gov.in> portal itself, failing which the bid will be rejected.
9. Earnest Money of Rs. 1,00,000/- (Rupees One lakhs Only) shall be paid online in the <https://pudutender.gov.in> portal itself, failing which the bid will be rejected. Any Bid without payment of Bid security / EMD will be liable for rejection considering it as non-responsive. No interest will be payable by the Municipality on the EMD amount. The EMD will be returned to the successful bidder only after submission of the Performance Guarantee.
10. The bidder should have minimum average annual turnover of ₹1 Crore over the past 3 Financial Years 2021-22, 2022-23, 2023-24. Necessary audited balance sheet for the year 2021-22, 2022-23, 2023-24, proving above requirements are to be furnished with the bid. The bidder shall submit a copy of the certificate showing turnover, certified by a chartered accountant.
11. The bidder should enclose a copy of registration of GST, PAN card.
12. The bidder should produce Proof of Registration / certificate of ESI & EPF.
13. The bidder should have provided manpower outsourcing services to any government entity such as Municipalities, Commune Panchayats, Corporation or other Government Departments and undertakings in Puducherry for a minimum of 3 consecutive years.
14. The bidder must be a registered entity directly established, aided, or supported by Government bodies, agencies, or Local Bodies under the Government of Puducherry, for the purpose of employment generation, livelihood support, or social development.

15. The number of posts of 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator (may be increased or decreased according to necessity and demand in future).
16. The contract shall be awarded initially for a period of one year, which will be further extendable annually upto a maximum period of 3 years (including the initial period of one year), on the same rates, terms and conditions subject to satisfactory performance of services and statutory compliance of all the terms and conditions of the Service Agreement which is further subject to approval of competent authority. The contract shall stand automatically cancelled, if the competent authority declines to grant approval. Five percentage (5%) on monthly minimum wages fixed by the Oulgaret Municipality will be added on subsequent years (2nd & 3rd years) in the monthly wages.
17. The Bid security is liable to be forfeited if the bidder withdraws, amends, impairs, or derogates from the bid, in any respect, within the period of validity of bids. The decision of Municipality in this respect shall be final and binding.
18. In the event of the last date of receipt or date of opening of tender being or being declared a holiday, the last date of receipt / date of opening of the tender shall be the next working day at the same time.
19. On the schedule time and date of opening, the Commissioner, Oulgaret Municipality authorizes the opening of tender on the notified time. Bidders can access the particulars, after opening of tender in the website. The Municipality will not be liable for any delay in submission of tender.
20. The Oulgaret Municipal reserves all rights to accept or reject any bid, and to cancel and reschedule the bidding process, at any time due to administrative reasons prior to opening and award of the bidder, without assigning any reason thereof. Any liability to the participated bidders due to rescheduled / cancellation of tender, the Oulgaret Municipal Council is not responsible for the same and no claim shall be entertained on this account.
21. The tenders must be submitted online on or before **28-11-2025 @ 4.00 P.M.** The technical **bid will be opened on 28.11.2025 @ 4.30 P.M.** The detailed terms and conditions of the tender can be downloaded from the e-tender official website: <https://pudutenders.gov.in>

22. The tender of the bidder who does not satisfy the Eligibility and Technical Bid Criteria in the bid documents shall be liable to be rejected summarily without assigning any reason and no claim whatsoever on this account shall be considered.
23. The eligibility criteria and other conditions are available in the Notice Inviting Tender (NIT).
24. The Oulgaret Municipality reserves all rights to reject any or all the tenders without assigning any reason.
25. All other terms and conditions, instructions to bidder regarding e tendering process etc., may kindly be seen from the Notice Inviting Tender (NIT) available / downloadable on the above noted website.
26. The jurisdiction of the court shall be at Puducherry District Court.
27. For any clarifications or for any other particulars The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry - 605 005 can be contacted during the working hours on all working days.
28. Possession of ikey and Digital Signature Certificate (DSC) and registration of the eligible Contractors/Firms/ Institution /Co-op., Societies on the website i.e. <https://pudutenders.gov.in> shall be a prerequisite for e-tendering. For further details and e-tendering schedule, visit website <https://pudutenders.gov.in>

**COMMISSIONER**  
**OULGARET MUNICIPALITY PUDUCHERRY**  
email: [om@py.gov.in](mailto:om@py.gov.in)

## TECHNICAL BID

NAME OF THE JOB / SERVICE: NOTICE INVITING FOR PROVIDING THE SERVICES OF 09 NOS. OF TECHNICAL ASSISTANT AND 14 NOS. OF DATA ENTRY OPERATOR ON OUTSOURCING BASIS FOR OULGARET MUNICIPALITY

### IMPORTANT INSTRUCTIONS:

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. An amount of Rs.5900/- (Cost of Tender Rs.5000/- + GST 18%) (Rupees Five Thousand Nine Hundred only) (non-refundable) as Tender Fee has to be paid online in the <https://pudutender.gov.in> portal itself, failing which the bid will be rejected.
3. Earnest Money of Rs. 1,00,000/- (Rupees One lakhs Only/-) shall be paid online in the <https://pudutender.gov.in> portal itself, failing which the bid will be rejected.
4. Please ensure that Technical Bid and Financial Bid (in BOQ form) should be uploaded in the website in Electronic Format Digital Signature.
5. No interest will be payable by the Municipality on the EMD amount.

### GUIDELINES OF SUBMITTING TENDER

1. A copy of Tender Notice is at Annexure 'A'.
2. The terms and conditions as laid down in the service agreement for the award of contract for outsourcing of services/activities are at Annexure 'B'.
3. The scope of work/activities are at Annexure 'C', 'C-1'.
4. A copy of the terms of payment is at Annexure 'D'.
5. Technical Bid Proforma for evaluation of technical performance of the Tenderer is at Annexure 'E'.
6. Price Bid Proforma is at Annexure 'F'.
7. A copy of undertaking regarding compliance of statutory obligations is at Annexure 'G'.
8. An affidavit regarding Non-Black Listing/Non-Prosecution is at Annexure 'H'.



9. a) The service Provider being the employer in relation to the persons engaged/employed by him to provide the service under the Service Agreement shall alone be responsible to provide the services under the Service Agreement and shall also be responsible to make the payment of monthly wages/salaries to the persons deployed by him, which in any case shall not be less than the Minimum Wages as fixed or enhanced by Oulgaret Municipality, Puducherry from time to time, and rules framed there under from time to time by the Government of Puducherry.
- b) The service provider shall also make the payment of all other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance etc. to his/her employees. Oulgaret Municipality will not pay any other liability except Wages EPF, ESI, EDLI contributions and GST on the rates as applicable from time to time by the concerned Authorities. If any other liability occurs, the same will be borne by the Service Provider from his administrative charges.
- c) The Oulgaret Municipality will prepare a separate cheque in favour of the concerned Statutory Authorities on account of dues after deduction from the wages bill of the service provider both employer and employees contribution towards EPF, EDLI and ESI etc. and handover it to the service provider for being deposited with concerned departments, being starting amount towards EPF, ESI, EDLI, GST etc. However a spare/attested copy of bank scroll/bank challan in support of having deposited the statutory dues shall invariably be submitted to the concerned Branch of Oulgaret Municipality within 10 days from the disbursement of wages so that the wages bill of next month will be accepted for payment. The Service Provider will make the record of such dues ready at his own level.
10. This tender document along with Annexures 'A to H' and forwarding letter should be submitted online. The Tender cost Rs.5900/- and Earnest Money Deposit (EMD), of Rs. 1.00 Lakh shall be paid online through e-tender portal <https://pudutenders.gov.in>. The Technical Bid and Price Bid etc. will be submitted online. Each page of the tender document and Annexures 'A to H' should be signed in full by the tenderer(s) or their authorized signatories and should bear the rubber stamp/seal of the firm affixed on each page. Any cutting(s)/overwriting(s) etc., should also be initialled. In case of any infringement of these conditions, the tender shall be rejected.

11. The tenderer should submit his tender in three parts i.e.

- (i) The Tender cost Rs.5900/- and Earnest Money Deposit (EMD), of Rs. 1.00 Lakhs shall be paid online through e-tender portal <https://pudutenders.gov.in>. on or before **28-11-2025 @ 4:00 P.M**
- (ii) Technical Bid online and
- (iii) Financial Bid online.
  - (a) The above documents at (ii) & (iii) should be submitted online through e- tender portal (<https://pudutenders.gov.in>).
  - (b) The tender shall be awarded to the tenderer, who quotes the lowest offer of Administrative charges in percentage in the Price Bid, provided he fulfils all other terms and conditions of the tender document.

12. The tenderer shall keep the offer valid for acceptance for a period of one year from the date of opening of the price bid. Failure to keep the offer open for the aforesaid period shall render the tender invalid and result in forfeiture of the Earnest Money Deposit (EMD).

13. No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.

14. The Service Provider shall be required to deposit Performance Security equivalent to 2% of the total annual value, calculated on the wages quoted for 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator (i.e.,  $2\% \times \text{wages quoted} \times \text{number of persons} \times 12 \text{ months}$ ) for the agreement period. The Performance Security shall be in the form of a Bank Guarantee, encashable at Puducherry, in the prescribed format provided in the tender document. The Bank Guarantee shall remain valid for a period of 3 years and 60 days.

15. The Service Provider is required to commence the Services/Activities within 30 days from the date of assigning the job/service. In the event of failure, a penalty @ 1% (one percent) per day of the total monthly value of service, shall be imposed from the date of assignment of job/service for non-commencement of the Services/Activities subject to the condition that in no case, it shall exceed 10% of the total annual value of the job/service. In case, the Service Provider fails to commence the services/Activities within

30 days from the date of assignment, it will be presumed that he is no more interested in taking over this Service and the assignment of service/job shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

16. The Oulgaret Municipality shall have absolute rights and powers for forfeiture of said Security Deposit, in case of breach of any clause of this Agreement, without any prior notice and no claim whatsoever on this count shall be entertained.
17. The tenderer shall quote his/her offer/rates i.e. Administrative Charges in percentage of total wages per month both in figures and words, which shall remain valid for the whole period of contract for 01 (One) year which will be extendable for further two years (total three years of contract including initial one year) on the same rates terms and conditions accepted by the tenderer subject to satisfactory performance of the services and statutory compliance of all terms & conditions of the Service agreement and the wages fixed or enhanced from time to time as per minimum rates of wages offered by Oulgaret Municipality, Puducherry for Technical assistant in the Annexure of scope of work, by taking into consideration all his/her statutory obligations as well as his/her sole responsibilities as an employer/service provider of the persons to be engaged/employed by him/her for the execution of this Service Agreement and no enhancement in the Administrative Charges in percentage under any circumstances, shall be allowed. The Tenderer shall therefore have:-
  - (i) To pay the wages/salaries as per the minimum rates of wages offered fixed by Oulgaret Municipality, Puducherry & other statutory contribution under the Payment of Wages Act, 1936, Minimum Wage Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity act, 1972, Maternity leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under and any other statutory obligation without fail. The tenderer will be solely responsible for the same.

- (ii) To comply with the provisions of the Income Tax Act, 1961, GST etc., as amended from time to time as applicable to such business.
  - (iii) To bear any other expenses to be incurred in compliance with the provisions of the Service Agreement such as to provide uniform, identity cards, name plates, items for personal hygiene etc., to the employees engaged for the purpose.
  - (iv) To bear any other liabilities, which are required to be discharged by him/her for the full execution of Service Agreement.
18. The tenderer may inspect the areas/location, where the services are to be provided for assessing the work involved on any working day during office hours.
19. The last date and time for uploading of tender is **28-11-2025 @ 4:00 P.M.** The tenderer himself/herself will be responsible to ensure that his/her tender is received on or before the said stipulated last date and time online through e- tender. The Oulgaret Municipality Undertaking shall not be responsible for any delay or any other cause that may lead to delay in the uploading of the tender at the above said designated address, beyond the last date and time.
20. The tender (Technical Bid) shall be opened online on **28-11-2025 at 4:30 P.M.** by the committee constituted for the purpose in the Oulgaret Municipality, Puducherry. In the event of the last date of receipt or opening of tender being or being declared a holiday for the Oulgaret Municipality, Puducherry the last date of receipt/opening of the tender shall be the next working day at the same time and venue.
21. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
22. Only Registered firms are eligible to furnish tender and the tenderer should submit an attested copy of the constitution duly registered with the Competent Registrar of Co-operative society /Competent Authority.
23. Subletting of contract is not allowed under any circumstances.

24. The tenderer must furnish the latest valid Income Tax Clearance Certificate/PAN/TAN No., GST Number issued by the competent authority along with Technical Bid online.
25. The Tenderer should demonstrate previous or ongoing manpower engagement of not less than 100 individuals in government contracts within Puducherry.
26. The tenderer should be registered under the Contract Labour (Regulation & Abolition) Act, 1970 and Rules, framed thereunder and should furnish a self attested copy of the valid Labour Licence issued by the Government of Puducherry Administration along with the self attested photocopies of paid challans in support of having deposited contribution of EPF/ESIC/EDLI/GST with the concerned local authorities along with the Technical Bid online.
27. The tenderer should have an experience of minimum 03 years in the supply of manpower in the similar Institution(s) / Organization(s) where the firm has executed service job/service for the supply of manpower during the last three years.
28. Bidder should have been registered & directly established, aided, or supported by with the Government Bodies/Agencies/Municipalities that are the in Government of Puducherry for the purpose of employment generation, livelihood support, or social development.
29. In case of breach of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited fully by the Commissioner, Oulgaret Municipality, Puducherry. without any notice and the tender shall stand cancelled / rejected as the case may be.
30. The Tenderer must hold a valid Labour License issued by the Government of Puducherry to engage 100 or more outsourced employees.
31. The Tenderer must have provided at least five (5) skilled personnel, such as IT consultants, DEOs, or technical staff, to any Government Department, Local Bodies, Corporation under Puducherry Government and undertakings in Puducherry.
32. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority( before the finalization of tenders) shall render the tender liable for rejection.

33. Institutions working directly with Self-Help Groups (SHGs), local youth, and economically weaker sections will be given preference, subject to proof of community engagement and mobilization.
34. The tenderer must not have been blacklisted by any State or Central Government, public sector undertaking, or corporation, and must not be engaged in any litigation with any department or public sector organization. An undertaking to this effect must be submitted on ₹20/- stamp paper.
35. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose fresh terms / relax any terms and conditions of the tender.

**(ELIGIBILITY AND TECHNICAL BID CRITERIA)****Documents to be submitted in Online (e-procurement format)**☒ **1. Proof of Year of Existence (Mandatory)****Requirement:**

Contractors/Firms/Institutions/Co-operative Societies must show their year of existence.

**Documents to be Submitted:**

- Audited Financial Statements for the past **3 financial years** (2021-22, 2022-23, 2023-24)
  - Signed by Chartered Accountant
  - Certificate of Incorporation or Registration Certificate (optional but supportive)
- 

☒ **2. Proof of Operational Presence in Puducherry (Mandatory)****Requirement:**

Minimum continuous operation of **3 years** in Puducherry.

**Documents to be Submitted:**

- Registration Certificate in Puducherry
  - Any utility bill / lease agreement / trade license / tax payment receipts showing active operation in Puducherry for the last 3 years
  - GST Registration with Puducherry address
- 

☒ **3. Relevant Experience in Similar Works (Mandatory)****Requirement:**

The bidder must have prior experience in supplying Technical manpower, with a minimum of 20 personnel deployed in the Government Departments / Local Bodies / Corporation within Puducherry.

**Documents to be Submitted:**

- Work Orders from Government / PSU / Local Bodies
  - Completion Certificates / Performance Certificates
  - MoUs or Contract Agreements with clients (Government Departments / Local Bodies / Corporation within Puducherry)
- 

☒ **4. Organizational Financial Strength (Mandatory)****Requirement:**

Minimum average annual turnover of **₹1 Crore** over the past 3 financial years.

The bidder must ensure timely payment of salaries and fulfillment of all statutory obligations (such as EPF, ESI, GST, etc.) to the deployed manpower, without relying on prior disbursement from the Municipality. The agency should have the financial capacity to independently sustain salary and statutory payments for a minimum period of six (6) months. Monthly invoices must be submitted along with proof of salary disbursement and statutory compliance. Failure to meet these obligations shall result in termination of contract, forfeiture of performance security, and disqualification from future bids.

**Documents to be Submitted:**

- Audited Balance Sheets for 2021-22, 2022-23, 2023-24
- Certificate from Chartered Accountant indicating annual turnover figures

☒ **5. Tender Fee and EMD (Mandatory)**

**Requirement:**

Proof of payment for Tender Fee and EMD

**Documents to be Submitted:**

- Receipt or Acknowledgement of online payment of:
  - ₹5,900/- for Tender Document Fee
  - ₹1,00,000/- for Earnest Money Deposit (EMD)

☒ **6. Government-Aided Society Support (Preference)**

**Requirement:**

Registered under Govt. of Puducherry as a supported entity.

**Documents to be Submitted:**

- Registration/recognition certificate showing affiliation with Government
- Any official communication/letter showing government support

☒ **7. Experience in Manpower Supply (Mandatory)**

**Requirement:**

The bidder should have a minimum of 3 years of experience in supplying manpower to at least 5 Government Departments / Local Bodies / Corporation within Puducherry.

**Documents to be Submitted:**

- Contracts / MoUs / Empanelment Letters
- Proof of current active deployment (e.g., attendance records, monthly salary statements)
- Client list with names of departments, number of manpower supplied, duration of contracts



☒ 8. Valid Labour License (**Mandatory**)**Requirement:**

The bidder must hold a valid Labour License issued by the Government of Puducherry to engage 100 or more outsourced employees

**Documents to be Submitted:**

- Valid Labour License issued by Govt. of Puducherry
- 

☒ 9. Present Manpower Deployment Evidence (**Mandatory**)**Requirement:**

The bidder must have a minimum of 5 (Five) ongoing manpower deployment contracts in Puducherry Government Departments / Local Bodies / Corporation within Puducherry continuously for the past 1 year.

**Documents to be Submitted:**

- Ongoing Work Orders
  - Current Employee Deployment Lists
  - Payment proofs / Salary sheet / PF contribution proof
- 

☒ 10. Statutory Compliance Documents (**Mandatory**)**Requirement:**

Proof of PAN, GST, PF, etc. showing compliance with statutory obligations.

**Documents to be Submitted:**

- Self-attested copies of:
    - PAN card
    - GST Registration Certificate (with Puducherry address)
    - Latest PF Challans (past 12 months)
    - Corresponding Bank Statement Entries
- 

☒ 11. Field Experience in Government Schemes (**Preference**)**Requirement:**

Minimum **3 years experience** in implementing schemes like SBM, DAY-NULM, PMFME, Jal Jeevan, etc.

**Documents to be Submitted:**

- Work Orders / MoUs / Project Completion Certificates from implementing agencies
-

☒ 12. Experience in Capacity Building, Training & IEC Activities (**Preference**)

**Requirement:**

Prior execution of training, placement, or IEC activities.

**Documents to be Submitted:**

- Reports / Event Completion Certificates
  - MoUs / Letters from departments showing training or IEC activities
  - Photos, schedules, feedback forms from training sessions
- 

☒ 13. Undertaking and Affidavit on Non-Blacklisting / Litigation (**Mandatory**)

**Requirement:**

A declaration on stamp paper.

**Documents to be Submitted:**

- Affidavit duly signed and notarized stating:
    - Not blacklisted by any Government entity
    - No ongoing litigation with Government agencies
- 

☒ 14. Grievance Redressal & Onsite Supervision Setup (**Preference**)

**Requirement:**

Details on monitoring and grievance redressal mechanisms.

**Documents to be Submitted:**

- Description of proposed onsite monitoring setup (e.g., supervisors/team leads)
- Grievance redressal mechanism (helpline, email, escalation matrix)

Note-1:-

- The criteria marked as **Mandatory** will serve as the basis for technical evaluation. Financial bids will not be opened if these mandatory criterias are not fulfilled.

Note-2:-

- In the event of a tie in the financial bid, the tender committee will evaluate the bids based on the **Preference** parameters submitted by the respective firms.

**SALARY STRUCTURE**

NAME OF THE JOB / SERVICE: NOTICE INVITING FOR PROVIDING THE SERVICES OF 09 NO. OF TECHNICAL ASSISTANT AND 14 NO. OF DATA ENTRY OPERATOR FOR OULGARET MUNICIPALITY.

| Designation                   | Salary Details per person per month                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Data Entry Operator<br>(1 No) | Salary (Rs. 800 per day) : Rs. 24,000.00/-<br>ESI @ 3.25% : Not Applicable<br>EPF @ 13% (Rs. 15000 PF SLAB) : Rs. 1,950.00/-<br>-----<br>Total (Amount) : Rs.25,950.00/- (Rs.865/day)<br>service Charge (minimum 5%) : <b>Need to be Quoted</b><br>-----<br>Total (Gross) : Rs. _____<br>SGST 9% : Rs. _____<br>CGST 9% : Rs. _____<br>-----<br>Total (Rounded) : Rs. _____ |
| Technical Assistant<br>(1 No) | Salary (Rs. 800 per day) : Rs. 24,000.00/-<br>ESI @ 3.25% : Not Applicable<br>EPF @ 13% (Rs. 15000 PF SLAB) : Rs. 1,950.00/-<br>-----<br>Total (Amount) : Rs.25,950.00/- (Rs.865/day)<br>service Charge (minimum 5%) : <b>Need to be Quoted</b><br>-----<br>Total (Gross) : Rs. _____<br>SGST 9% : Rs. _____<br>CGST 9% : Rs. _____<br>-----<br>Total (Rounded) : Rs. _____ |

Place: Dated: \_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_

Full Name of the Tenderer with Seal: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE "B"**

**OULGARET MUNICIPALITY**

**SERVICE AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ **2025**

between

The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry-605 005. (hereinafter shall be referred to as the "**OULGARET MUNICIPALITY**"), be deemed to include its successors in office and assignees) of the **FIRST PART**;

and

M/s \_\_\_\_\_ a firm registered under the \_\_\_\_\_ Act, \_\_\_\_\_, Registrar of \_\_\_\_\_, the registered office at \_\_\_\_\_.

(Hereinafter shall be referred to as "**SERVICE PROVIDER**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be, on the **SECOND PART**;

WHEREAS, the parties herein are individually referred to as a "Party" and collectively referred to as "Parties"

AND WHEREAS, the Service Provider is engaged in the business of **Providing of Manpower Services**.

AND WHEREAS, the Service Provider by satisfying in the tender process has expressed his keen desire to provide the services of 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry on minimum rates of wages offered by OULGARET MUNICIPALITY, Puducherry (subject to increase or decrease in number of posts by 1/3 of the posts) to the Oulgaret Municipality under this Agreement.

AND WHEREAS on the basis of the successful bidder in the tender process, Service Provider to the Oulgaret Municipality, the parties hereby enter into this Agreement on the terms and conditions appearing hereinafter;

NOW THEREFORE, this Agreement Witnessed and it is agreed by and between the parties per under. the Tender Reference No \_\_\_\_\_ and Tender Id \_\_\_\_\_ Dated \_\_\_\_\_ and the conditions of it is construed as part and parcel of this agreement.

**1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES:**

The Service Provider hereby represents, warrants and confirms that the Service Provider:-

- (a) Has full capacity, power and authority to enter into this Agreement and during the continuance of this Agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further action (including but without limiting to obtaining necessary approval/consents in all applicable jurisdiction) to authorize the execution, delivery and performance of this agreement. Has the necessary skills, knowledge, expertise, adequate capital and competent personnel; system and procedures, infrastructure, capacity and capability to perform its obligations in accordance with the terms of this Agreement and to the entire satisfaction of the Oulgaret Municipality.
- (b) Shall execute this agreement and providing services to the Corporation and shall not violate, breach and contravene any conditions of any agreement.
- (c) Shall comply with and shall obtain necessary permissions/licenses/ authorizations under the Central, State and local authorities for the purpose of carrying out the obligations under this Agreement.

**2. OBLIGATIONS OF THE SERVICE PROVIDER:**

- (a) The Service Provider shall provide manpower services of 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry as per its requirements elaborated in the Scope of Work at Annexure 'C to C1'.

- (b) The regularity of the performance of the services shall be the essence of this Agreement and shall form a central factor of this Agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Oulgaret Municipality from time to time.
- (c) If the Oulgaret Municipality notices that the personnel of the Service Provider has/have been found negligent, careless in rendering the said service, the same shall be communicated immediately to the Service Provider who shall take corrective steps immediately to avoid recurrence of such incident(s) and report to the Oulgaret Municipality. The penalty will be imposed in case of non-compliance.
- (d) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct etc., the Service Provider will be held responsible for any loss of goods besides initiating the action against the erring personnel in accordance with law and shall intimate the same to the Oulgaret Municipality.
- (e) In case of major/serious fraud, negligence or malpractices, OULGARET MUNICIPALITY shall exercise its rights even to lodge FIR against the concerned personnel.
- (f) The Managing Director/Partner shall be sole responsible to raise all kinds of payment demand in favour of Service Provider as per clause 17 of the service agreement for his/her performance.
- (g) Service Provider will, be authorized to deduct the penalties from his personnel in case of minor offences which OULGARET MUNICIPALITY finally decides to impose on the personnel.
- (h) Service Provider will not charge any money from its workers/personnel to be deployed in OULGARET MUNICIPALITY whether before/at the time of employment or later for the purpose of providing employment.
- (i) All the personnel of the Service Provider shall be deputed for a specific term and none of the personnel shall have any claim or right for regularization of job/service

in the OULGARET MUNICIPALITY in any case and they shall have also no claim or right to get their wages equal to the regular personnel of the OULGARET MUNICIPALITY.

(j) In case of death of personnel manning the post of Technical Assistant / Data Entry Operator or any injury due to miss- happening otherwise, during the discharge of his duties, OULGARET MUNICIPALITY shall not at all be responsible /liable for any compensation whatsoever under the Workmen's Compensation Act 1923 / Industrial Dispute Act, 1947 or any other such liability of the Service Provider under any other act and same shall be sole responsibility of the Service Provider providing the Technical Assistant / Data Entry Operator. Insurance policy should be taken to Technical Assistant / Data Entry Operator by the service provider before commencement of work and a copy of the same shall be furnished to the Commissioner, OULGARET MUNICIPALITY, Puducherry.

### **3. ASSIGNMENT OF AGREEMENT:**

This Agreement is executed on the basis of the current management structure of the Service Provider i.e., Lead Member. Therefore, any assignment of this Agreement, in part or whole, to any third party shall be a ground for termination of this Agreement forthwith.

### **4. TERMS:**

(a) This Agreement shall be executed initially for a period of **01 (ONE) YEAR** with effect from \_\_\_\_\_ to \_\_\_\_\_ which is further extendable annually up to a maximum period of \_\_\_\_\_ **YEARS** (excluding the initial period of one year) subject to satisfactory performance of the services and compliance of the terms and conditions of this Agreement. However the extension of agreement is also subject to the approval of the Competent Authority.

(b) The administrative charges / service charges of \_\_\_\_ % shall remain constant for the initial contract period of one year and extended period of \_\_\_\_ years.

c) OULGARET MUNICIPALITY shall be liable only for statutory liabilities revision from time to time by the Government. All other liabilities shall be borne by the Service Provider alone.

**5. SECURITY DEPOSIT:**

The Service Provider shall be required to deposit Performance Security equal to 2% of the total annual value calculated on wages quoted for 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry (i.e. 2% of the wages quoted X numbers of person X 12 months) of the agreement period in the form of Performance security en-cashable at Puducherry in the shape of a Bank Guarantee in the prescribed format in the tender document, which shall remain valid for a period of 3 years & 60 days.

**6. FORFEITURE OF SECURITY DEPOSIT:**

The Oulgaret Municipality shall have the absolute right and power to forfeit the said Security Deposit in the event of a major breach of this Agreement, provided that a written notice is delivered in hand to the Service Provider, allowing a 15-day period to reply. No claim whatsoever on this count shall be entertained if the Service Provider fails to respond within the stipulated time.

**7. BLACK-LISTING OF THE FIRM:**

OULGARET MUNICIPALITY shall have the authority to black-list the firm for a period upto 5 years in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of the NIT or MOU or any agreement or job/service as the case may be. The Commissioner, OULGARET MUNICIPALITY, Puducherry may reserve to black-listing for a period exceeding five years, if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts is given below:

- i. Misappropriation of government moneys.
- ii. Advancing a claim on the basis of forged document.
- iii. Material concealment/suppression of facts or gross misrepresentation of facts.
- iv. Conviction for an offence involving corruption or any other serious act or conduct etc.
- v. Any other case or situation involving National Security.



**8. COMMENCEMENT OF SERVICES/ACTIVITIES:**

The Service Provider shall commence the services/activities within 30 days from the date of assignment of the job/service. In the event of partial failure in providing the services/activities, a penalty at the rate of 1% (one percent) per day of the total monthly value of the service shall be imposed from the date of assignment, subject to a maximum of 10% of the total annual value of the job/service.

If the Service Provider fails to commence the services/activities even after 60 days from the date of assignment, it shall be deemed that the Service Provider is no longer interested in undertaking the assignment. In such case, the assignment shall be cancelled at the risk and cost of the Service Provider, and all deposits, including Earnest Money Deposit (EMD), Security Deposit, and Bank Guarantee, shall be forfeited.

**9. RECRUITMENT / REMOVAL OF PERSONNEL BY THE SERVICE PROVIDER:**

Recruitment, selection, and removal of 09 Technical Assistant and 14 Data Entry Operator (as per the eligibility criteria specified in the Scope of Work at Annexure 'C to C1') for deployment at Oulgaret Municipality, Puducherry, during the period of this Agreement shall be carried out on the recommendations of the Committee(s) constituted for the purpose by Oulgaret Municipality.

The Service Provider shall be required to sponsor a minimum of 09 Technical Assistant and 14 Data Entry Operator for selection by the Committee. The Service Provider shall be solely responsible for verifying the genuineness of all documents, including educational qualifications and experience certificates, of the personnel sponsored.

The Service Provider shall issue appointment letters to the selected personnel, clearly stating the terms and conditions of the job/service, including:

- The specific terms of service;
- A declaration of no claim or right for regularization; and
- Applicable wage conditions.

The Service Provider shall immediately communicate to Oulgaret Municipality a list of all deployed personnel, indicating their name, age, parentage, residential and permanent addresses, and terms of appointment. Any subsequent changes in personnel shall also be promptly communicated.

- i. No personnel shall continue in service beyond one year or the term specified in the Agreement, whichever is earlier.
- ii. The Service Provider shall maintain all attendance records/muster rolls of deployed personnel.
- iii. Personnel shall not participate in any union activity, strike, or agitation. If any personnel engage in such activity, the Service Provider shall immediately replace them with personnel from the reserve list. Disciplinary action against such personnel shall be the responsibility of the Service Provider.

**10. FORMULATION OF MECHANISM AND DUTY/ASSIGNMENT CHART:**

On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism and duty assignment chart for circulation in all the areas of their deployment in the Oulgaret Municipality for the approval of the Officer-in-Charge of the said services. He shall visit the Oulgaret Municipality in order to interact with Managers / Officials of the OULGARET MUNICIPALITY, Puducherry for ensuring the effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Officer-in-charge.

The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to him by the Commissioner, OULGARET MUNICIPALITY, Puducherry or any other Officer authorized to do so by the Commissioner, OULGARET MUNICIPALITY, Puducherry in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.

**11. DETERMINATION OF QUALITY OF SERVICES/ACTIVITIES:**

The decision of the Commissioner, OULGARET MUNICIPALITY, Puducherry with regard to determining the quality of Services/Activities done by the Service Provider shall be final and binding upon the Service Provider. The Service Provider shall, therefore, promptly rectify the defects/deficiencies, if any, so pointed out without any extra payment. **The Commissioner, OULGARET MUNICIPALITY, Puducherry also reserves the right to get the Services/Activities so rejected, done/replaced at his own level and at the risk and cost of the Service Provider by giving him a notice of 7 days in writing. The expenditure so incurred on this account shall be recovered from the bills of the Service Provider or any other outstanding dues or by forfeiture of any or all parts of the Security Deposit as he may think proper.**

**12. SUPERVISORY CONTROL:**

The Responsibility of Service provider is to provide the required manpower as per NIT for operations purpose. The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all the reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of the peace and protection of persons and property of the Oulgaret Municipality.

**13. SURPRISE CHECK:**

The Commissioner of the OULGARET MUNICIPALITY, Puducherry or any other officer(s) so authorized by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.

**14. RELATIONSHIP OF PERSONS DEPLOYED BY SERVICE PROVIDER WITH OULGARET MUNICIPALITY:**

The persons so deployed by the Service Provider for the execution of this Agreement shall be his employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the OULGARET MUNICIPALITY, either implicitly or explicitly.

**15. MEDICAL EXAMINATION AND VERIFICATION OF CHARACTER AND ANTECEDENTS:**

The Service Provider shall ensure that his employees are medically fit and free from all communicable diseases before deployment. The character and antecedents of the persons so deployed by the Service Provider shall be got verified from the appropriate authority by the Service Provider at his own level and cost within a period of one month from the date of deployment of each person and shall report to the OULGARET MUNICIPALITY accordingly.

**16. TERMS OF ADDITIONAL MANPOWER:**

In case of additional manpower requirements from the OULGARET MUNICIPALITY, the service provider must supply the required additional manpower as per the minimum wages notified by the Labour Department, Puducherry.

**17. TERMS OF PAYMENT/SUBMISSION AND VERIFICATION OF BILLS:**

Fee and charges for the services to be rendered are as agreed to between the parties.

(17.1) The Service Provider, being the immediate employer in relation to persons engaged/deployed by him shall alone be responsible to provide the Services/Activities under this Agreement as well as to make the payment of monthly wages/salaries as offered by OULGARET MUNICIPALITY, Puducherry along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, liberty to fix the variable contribution of individuals such as insurance, uniform, penalty, etc. from his employees.

The successful bidder shall provide the services as mentioned in the scope of work. The Service Provider shall open a bank account in the Bank and shall make the payment of wages to the persons deployed by him through UID-linked bank accounts of the employees via electronic transaction/transmission. The Service Provider shall be required to submit a copy of the challan / abstract / statement of the amount deposited, indicating the particulars such as name, father's name, employee code number, and address of each person so deployed, on account of the statutory contributions within 15 days of the disbursement of wages. Failing this, the payment of administrative service charges (profit) for the following month shall be withheld.

The payment shall be released to him towards his administrative / service charges (profit) after deductions of Income Tax or any other Govt. dues. The whole responsibility for any delay in the reimbursement of wage Bill of the Service Provider shall rest with him and with the Department. The responsibility for issuance of Annual statements of EPF deposits and ESI cards to the persons deployed solely lies with the Service Provider. The Service Provider shall ensure that disbursement of wages be made to the workers by the 10<sup>th</sup> each month irrespective of the payment made by the department.

The Service Provider shall also have to observe compliance of all the relevant Labour Laws Workmen's Compensation Act 1923 & Industrial Disputes Act, 1947 as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central or Central Government under any Law, for the category of persons deployed by him.

- (17.2). All the payments as per agreement shall be made by the Oulgaret Municipality, Puducherry after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

**(17.3). Raising of Bills and Payment thereof**

The Service Provider will submit the bills to OULGARET MUNICIPALITY, along with the Register of Wages or the Register of Wages-cum-Muster Rolls for the preceding month, by the 15th day of every succeeding calendar month to the concerned branch of the Oulgaret Municipality. OULGARET MUNICIPALITY will pay the amount to the Service Provider within 15 working days from the submission of the bills; however, this period will not exceed 30 days. The Service Provider will then disburse the wages to the employees and make the necessary statutory payments. Within 10 days from the date of payment from OULGARET MUNICIPALITY, the Service Provider must submit the payment challans for both employees and statutory payments.

**(17.4). Format for Raising of Bill: -**

The Service Provider shall submit bill for the services/activities rendered as per details/table given below:-

- a) Name of the Services/Activities : \_\_\_\_\_
- b) Name & address of the Service Provider : \_\_\_\_\_
- c) Award of Service Agreement No. & Date : \_\_\_\_\_
- d) Date of commencement of the Services/Activities: \_\_\_\_\_
- e) Period of Services Agreement : \_\_\_\_\_
- f) Wages as quoted in Service Agreement : \_\_\_\_\_
- g) Bill for the month of : \_\_\_\_\_
- h) Bill No. \_\_\_\_\_ Date \_\_\_\_\_
  - (i). \_\_\_\_ No. of Technical Assistant  
 deployed monthly wages Total amount \_\_\_\_\_
  - (ii) \_\_\_\_ No. of Data Entry Operator deployed monthly wages  
 Total amount \_\_\_\_\_

**(17.5). Instructions for raising the monthly bill**

The Service Provider shall keep the following instructions in view while submitting the monthly bill(s) The payment shall be made to the Service Provider for the actual wages of persons deployed within the Scope of Work at Annexure 'C to C1' at the rates offered by the OULGARET

MUNICIPALITY, Puducherry for the agreement period, but after pre audit of the Bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by the Commissioner, Oulgaret Municipality, Puducherry.

- (i) Separate details of wages of Technical Assistant / Data Entry Operator during a period of one month would be required to be submitted.
- (ii) Attendance Register, Muster Roll along with detail of persons (Technical Assistant / Data Entry Operator) duly signed by the Service Provider and verified by the authorized officer(s) of Oulgaret Municipality is also required to be attached with the bill.
- (iii) Deduction schedule showing the individual details of deductions of EPF/ESI/EDLI / Income Tax/GST etc. to be tallied with the Wage Bill.
- (iv) The Service Provider shall certify on the bill that the Monthly Wage bill for the services of Technical Assistant / Data Entry Operator deployed by him in Oulgaret Municipality, Puducherry is complete and no person has been left out and no supplementary bill shall be submitted thereafter.
- (v) No person(s) has/have been engaged on outsource basis in Oulgaret Municipality, Puducherry without the knowledge of Commissioner, Oulgaret Municipality, Puducherry.
- (vi) **The Service Provider has to pay the EPF, EDLI, and ESI from their own funds periodically. These expenses can be claimed from the OULGARET MUNICIPALITY after producing payment proof, such as challans or payment receipts.**

**(17.6). ACCOUNTS AND RECORDS**

- i) The Service Provider shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Oulgaret Municipality , Puducherry.
- ii) The Service Provider shall be required to produce all the original record such as Attendance cum-Performance Report, Relievers List, Muster Rolls & Ledger etc. to the Internal Audit Cell working under the control of The Commissioner, OULGARET MUNICIPALITY, Puducherry for the pre- audit of monthly Bills from time to time.

- iii) The Service Provider shall forthwith upon being required by the OULGARET MUNICIPALITY, allow any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The service Provider shall also cooperate in good faith with the OULGARET MUNICIPALITY to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the OULGARET MUNICIPALITY. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse to OULGARET MUNICIPALITY for such discrepancies or overcharge.
- iv) The Service Provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Job/service contract, Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time, for carrying out the provisions of this Agreement. He shall further observe and comply with all Government laws concerning employment of persons deployed by him/her and shall alone be responsible to make monthly wages/salaries etc. to his /her employees as prescribed under different Acts and rules framed there under for the category of persons employed by him/her from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that he is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.

**18. DISCIPLINE AND CONDUCT:**

(18.1) It is the responsibility of the Service Provider to provide the uniform to its persons as per the pattern i.e. design & color, as may be approved by the Commissioner, Oulgaret Municipality, Puducherry and expenditure on this account shall be borne by the Service Provider. This is to ensure every person deployed is complying to uniform norms. The wearing of uniforms by the persons of the Service Provider deployed on duty in the Oulgaret Municipality, Puducherry shall be compulsory. If any person, while on duty, is found without uniform, suitable penalty for such lapse will be recovered from the monthly bill of the Service Provider as per clause



of the NIT 18.1. The Commissioner, Oulgaret Municipality, Puducherry, however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.

- (18.2) The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to its persons deployed for rendering the services in Oulgaret Municipality, and may be inspected at any time by the officers so authorized by the Commissioner, Oulgaret Municipality, Puducherry may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
- (18.3) In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the Commissioner, Oulgaret Municipality, Puducherry or any other officer so authorized by him in this regard and should submit compliance report within 7 days positively.
- (18.4) The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws as applicable in this regard by keeping the required number of leave reserves so as to ensure smooth functioning of the Services/Activities within the Scope of Work at **Annexure-'C to C1'** and no extra payment shall be made to the reservist(s).
- (18.5) The services rendered by the Service Provider under this Agreement shall be under close supervision, co-ordination and guidance of Oulgaret Municipality. The Service Provider shall frame appropriate procedure for taking immediate action in case of any complaint/defect/ deficiencies as pointed out by the authorities from time to time.

(18.6) It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against Oulgaret Municipality and under no circumstances Oulgaret Municipality be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose, whatsoever nor would the Oulgaret Municipality be liable for any claim(s) whatsoever, of any such person(s)

(18.7) The Service Provider should ensure that the persons so deployed by him in Oulgaret Municipality shall have to conform to the Rules, Regulations, Discipline and Conduct prevalent in Oulgaret Municipality from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the Commissioner, OULGARET MUNICIPALITY, Puducherry shall be at liberty to impose a penalty upto a suitable amount for each for such lapse after giving him an opportunity of being heard in person. The decision of the Commissioner, OULGARET MUNICIPALITY, Puducherry shall be final and binding on the Service Provider.

The Oulgaret Municipality shall have further right to adjust, readjust, or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits of the Service Provider both Employer & Employees contributions towards EPF, EDLI & ESI..

**19. NATURE OF AGREEMENT:**

(19.1) The parties hereto have considered and agreed to and have a clear understanding on the following aspects.

This Agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between Oulgaret Municipality and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of Oulgaret Municipality except to the extent and purpose permitted herein.

19.2) This Agreement is for providing the aforementioned services and is not an agreement for supply of job/service labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of Oulgaret Municipality. The Service Provider shall be liable to make payment to its employees towards their statutory dues like Wages, Employees Provident Fund, Employees Deposit Link Insurance, Employees State Insurance etc. as applicable from time to time under various laws for smooth execution of the Agreement.

19.3) The Oulgaret Municipality shall not be liable for any obligations/responsibilities, job/services, legal otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.

**20. STATUTORY COMPLIANCE AND INDEMNIFICATION:**

The Service Provider shall obtain all Registration(s) /Permission(s) / License(s) etc. which are/may be required under any law or other legislation(s) for providing the services under this Agreement.

(20.1) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this Agreement. The service provider indemnifies and shall always keep department indemnified against all losses, damages, claims actions taken against department by any authority/ Oulgaret Municipality in this regard.

20.2) The Service Provider undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Job/service contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under, as applicable from time to time, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of persons employed by the Service Provider and shall duly pay all sums of money to such persons as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to

ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements.

(20.3) The Service Provider shall submit an indemnity bond (format at Annexure "H") on the stamp paper of the amount as prescribed under law attested by a Magistrate indemnifying as under:-

- (a) Against any loss to the property of OULGARET MUNICIPALITY by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever, by personnel(s) deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his/her own cost. In case OULGARET MUNICIPALITY is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider him/herself and he shall have to incur all the financial or other legal liability of any nature which may be imposed upon OULGARET MUNICIPALITY in this respect.
- (b) Against all losses, damages, claims, actions taken against OULGARET MUNICIPALITY by any authority/office in this regard.
- (c) Against any claim on account of disability/death of any of its personnel caused while providing the service within/outside the site or other premises of OULGARET MUNICIPALITY, which may accrue under the Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947 or any other Acts, or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation or award payable in consequence of any accident or injury sustained by the worker or

the personnel of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who

provided or provides the service at the site or any other premises of OULGARET MUNICIPALITY shall be as provided herein before.

- (d) That, if at any time, during the operation of this Agreement or thereafter, OULGARET MUNICIPALITY is made liable in any manner whatsoever by any order, award, judgment, direction or otherwise of any Court of Law/Authority to pay any amount whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including above mentioned sub-clauses the Service Provider shall immediately pay to OULGARET MUNICIPALITY all such amount OULGARET MUNICIPALITY costs as accrued and in all such cases/events, the decision of OULGARET MUNICIPALITY shall be final and binding upon the Service Provider. The OULGARET MUNICIPALITY shall be entitled to deduct any such amount as aforesaid, from the Security Deposit or from any pending bills of the Service Provider.
- (e) The service provider is responsible for timely deposit of contributions toward EPF, EDLI & ESI etc., and other statutory obligations.

## **21. LIABILITIES AND REMEDIES:**

- (21.1) In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the Oulgaret Municipality shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to Oulgaret Municipality the difference of payments made to such other sources besides damages at actual rates of payment made by Oulgaret Municipality to other sources within a period of 15 days from the date of service of notice to this effect. In the event of failure of Service provider to deposit damage charges with the Oulgaret Municipality within the stipulated period of 15 days, the same shall be recovered by Oulgaret Municipality from the pending dues, if any, or from the Security Deposit / Bank Guarantee etc. of the Service Provider. In addition, the amount of security deposit shall stand forfeited in full. The service provider shall also be black-listed due to non-performance of the Service Agreement faithfully.

(21.2) In the event of exigencies arising due to the Death, Infirmary, Insolvency etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the Commissioner, OULGARET MUNICIPALITY, Puducherry may think proper in public interest.

- i) Legal heirs in case of sole proprietor,
- ii) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
- iii) Otherwise the Commissioner, OULGARET MUNICIPALITY, Puducherry shall reserve the right to settle the matter according to the circumstances of the case, as he may deem fit and proper.

**22. LOSSES SUFFERED BY SERVICE PROVIDER:**

The Service Provider shall not claim from Oulgaret Municipality any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

**23. TERMINATION:**

**The agreement may be terminated in any of the following contingencies: -**

- 1) On the expiry of the period of agreement, without any notice.
- 2 ) By giving one month notice in case: -
  - i) The Service Provider consistently provides unsatisfactory services.
  - ii) The Service Provider assigns the Services/Activities or any part Thereof to any other person for sub-letting the whole or a part of the Services/Activities
  - iii) The Service Provider is declared insolvent by any court of law.
  - iv) The Service Provider is not interested to complete/continue the Services/Activities.

- v) If Service Provider commits breach of any covenant or any clause of this Agreement, Oulgaret Municipality may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to Oulgaret Municipality.
- vi) The Oulgaret Municipality shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.
- vii) In the event of termination of this Service Agreement, as outlined in Paragraph 23.2 (i) to (vi) above, the Oulgaret Municipality shall have the right to procure services from alternative sources at the risk and cost of the Service Provider. The Service Provider will be liable to compensate OULGARET MUNICIPALITY for any additional costs incurred, including the difference in payments made to these alternative sources and any applicable damages. Such compensation must be paid within 15 days from the date of notice.

If the Service Provider fails to pay the required compensation within the stipulated 15-day period, OULGARET MUNICIPALITY will recover the amount from any pending dues or from the Security Deposit of the Service Provider. Additionally, the Service Provider may be blacklisted due to non-performance of the Service Agreement.

Provided that during the notice period for termination of agreement, the Service Provider shall continue to provide the services / activities smoothly as before till the expiry of notice period.

**24. REMOVAL OF PERSONNEL ON TERMINATION OF SERVICE:**

It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the agreement on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the Oulgaret Municipality and he should immediately handover the vacant possession of his Camp Office located in Oulgaret Municipality to the authorized officer under his proper receipt.

**25. COMPOSITION AND ADDRESS OF SERVICE PROVIDER.**

(25.1) The Service Provider shall furnish to Oulgaret Municipality all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider.

(25.2) The Service Provider shall always inform the Oulgaret Municipality in writing about any change in its address or the names and addresses of its key personnel(s) within a period of 30 days of such change.. Further, the Service Provider shall not change its ownership during the period of his Service agreement with the Oulgaret Municipality.

**26. SERVICE OF NOTICES:**

Any notice or other communication required or permitted to be given between the parties under this Agreement shall be given in writing at the following address(es) or such other address(es) as may be intimated from time to time in writing.

**Complete Address of Department**

The Commissioner,  
Oulgaret Municipality,  
Puducherry

**Complete address of the Service Provider**

\_\_\_\_\_  
\_\_\_\_\_



**27. CONFIDENTIALITY:**

It is understood between the parties hereto that during the course of this Service Agreement, the Service Provider may have access to confidential information of Oulgaret Municipality and he undertakes that he shall not, without Oulgaret Municipality's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

**28. AMENDMENT/MODIFICATION:**

The parties can amend this Service Agreement or any part thereof at any time with mutual consent. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both of the parties hereto.

**29. SEVERABILITY:**

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, in that eventuality the enforceable portion shall be severalsed and rest of the provisions of the agreement shall be enforced in full force & effect.

**30. CAPTIONS:**

The various captions used in this Agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

**31. WAIVER:**

At any time any indulgence or concession granted by Oulgaret Municipality shall not alter or invalidate this Agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of Oulgaret Municipality to enforce at any time, any of the provisions of this Agreement or

to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof or the right of Oulgaret Municipality to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

**32. SETTLEMENT OF DISPUTE AND ARBITRATION:**

Disputes if any shall be referred to the Sole Arbitrator appointed for the purpose. An agreement in the regard as given in Annexure Model – I shall be made between bidder (L1) and OULGARET MUNICIPALITY, Puducherry. The disputes if any shall be handed as per the terms of the agreement made between them. The award of the arbitrator shall be final and binding on the parties.

### **ARBITRATION**

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

- i. THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;
- ii. AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;
- iii. AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;
- iv. AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary [LAD], Government of Puducherry shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties: Provided that before requesting the Secretary [LAD], Government of Puducherry for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary [LAD], Government of Puducherry;
- v. AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;
- vi. AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;
- vii. AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons there for, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such

adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

- viii. AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made: Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;
- ix. The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

**33. FORCE MAJEURE:**

Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by either of the party, if such failure of omission or commission arises due to any act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/ or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

**34. JURISDICTION:**

The courts of Puducherry alone shall have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement.

**35 REGISTRATION OF AGREEMENT**

This Agreement is to be made in duplicate. The Service Provider shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of services/activities on the basis of assignment of job/service, it shall be taken that terms are acceptable to the Service Provider.

**IN WITNESS WHEREOF, THE “OULGARET MUNICIPALITY” AND THE “SERVICE PROVIDER” ABOVE SAID HEREUNTO SUBSCRIBE THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:-**

**SIGNED, SEALED AND DELIVERED**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Date \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name: \_\_\_\_\_

**ANNEXURE "C"****OULGARET MUNICIPALITY****Scope of Work (SOW) for Outsourcing of Technical Assistant and Data Entry Operator****1. Objective**

To outsource the services of qualified and experienced **Technical Assistant** and **Data Entry Operator** to assist the various engineering and administrative functions of Oulgaret Municipality on a full-time basis.

**2. Manpower Requirement**

| <b>Position</b>     | <b>No. of Personnel</b> |
|---------------------|-------------------------|
| Technical Assistant | 09                      |
| Data Entry Operator | 14                      |

**Note:** The number of personnel may increase or decrease by 1/3rd at the discretion of the Municipality.

**3. Working Conditions**

- **Working Days:** Normal working hours shall be 8 hours per day for 6 days a week. The manpower shall be supplied on Sundays, State Holidays (Gazette) and National Holidays as admissible/ applicable by the Oulgaret Municipality
- **Overtime:** Not applicable.
- **Work Location:** Assigned offices/field units under Oulgaret Municipality.

**4. Duties and Responsibilities****A. TECHNICAL ASSISTANT***1. Technical Support*

- Assist Engineers in planning, design, and execution of civil works.
- Help in surveys, cost estimation, and preparation of drawings.

*2. Construction Supervision*

- Monitor site works, quality control, and field inspections.
- Submit site visit and progress reports.

*3. Documentation*

- Maintain project files, reports, and engineering records.
- Assist in digitizing and maintaining construction-related documents.

*4. Survey & Field Assessment*

- Participate in land surveys and data collection.
- Prepare CAD drawings and field-level feasibility reports.

*5. Procurement Support*

- Assist in preparing BoQ, cost estimates, and technical evaluation.
- Coordinate with vendors and document procurement processes.

*6. Liaison & Reporting*

- Communicate with other departments, contractors, and stakeholders.
- Ensure legal and technical compliance.

*7. Miscellaneous*

- Assist in updating zoning codes, municipal standards, and project documentation.
- Perform tasks assigned by officials.

**B. DATA ENTRY OPERATOR***1. Administrative Data Support*

- Data entry, record maintenance, and digitization of official documents.
- Updating databases and managing correspondence files.

*2. MIS & Report Generation*

- Maintain daily, weekly, and monthly reports.
- Support compilation of technical, financial, and administrative data.

*3. Communication Support*

- Draft official communications, letters, and notices under supervision.
- Manage internal communication records and filing systems.

*4. IT Support*

- Operate standard software like MS Office and data management tools.
  - Assist in scanning, printing, and documentation for civil project support.
-

**ANNEXURE "C-1"**  
**OULGARET MUNICIPALITY**  
**Candidate Eligibility Criteria**

**A. Technical Assistant**

| Parameter            | Requirement                                                   |
|----------------------|---------------------------------------------------------------|
| <b>Qualification</b> | ITI / Diploma (First Class) or BE/B.Tech in Civil Engineering |
| <b>Experience</b>    | Minimum 1–3 years in civil engineering works                  |
| <b>Age Limit</b>     | <b>21–50 years</b>                                            |
| <b>Desirable</b>     | Knowledge of AutoCAD, MS Office, Municipal experience         |

**B. Data Entry Operator**

| Parameter            | Requirement                                                                          |
|----------------------|--------------------------------------------------------------------------------------|
| <b>Qualification</b> | Any Degree with Computer Knowledge<br>Typing Skills (Lower / Higher) Tamil & English |
| <b>Experience</b>    | Minimum 1–3 years                                                                    |
| <b>Age Limit</b>     | <b>21–50 years</b>                                                                   |

**General Terms and Conditions**

1. **Screening:** All personnel will be screened and approved by Oulgaret Municipality before deployment.
2. **Selection:** Only the experienced and qualified personnel, as screened, examined and selected by the Commissioner, Oulgaret Municipality/ nominated Officials.
3. **Backup Staff:** The service provider must maintain a sufficient pool of backup staff.
4. **Attendance:** Full attendance is mandatory; deductions will be made for shortfall.
5. **Liability:** The service provider is fully responsible for employee liabilities, statutory dues, insurance, and welfare.
6. **Uniform:** Personnel shall follow prescribed dress code and discipline.
7. **Increment:** Annual wage escalation of 5% on wages for 2nd & 3rd year or as per the decision of the Commissioner, Oulgaret Municipality, Puducherry.
8. **Insurance:** Mandatory employee insurance against injury or death, with proof submitted before start.
9. **Loss/Damage:** Provider will bear up to 20% of loss value for negligence-related damages.
10. **Termination:** The contract may be terminated with 3 months' notice by either party.
11. **Arbitration:** Disputes will be settled by the Secretary (LA), Government of Puducherry.



**ANNEXURE "D"**

**OULGARET MUNICIPALITY**

**TERMS OF PAYMENT**

**1.** The service provider, being the employer in relation to persons engaged/deployed by him/him shall alone be responsible to provide the services/activities under this Agreement as well as to make the payment of monthly wages/salaries, which in any case should not be less than the Minimum wages as offered by Oulgaret Municipality, Puducherry along with all other dues such Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance. The service provider shall also have to observe compliance of all the relevant labour Laws as applicable viz, Payment of Wages Act, 1936, Contract Labour (Regulation & Abolition) Act, 1970, Employees Provident Fund (EPF) Act, 1952, Employees State Insurance Act, (1948), Payment of Bonus Act, 1965, Employees Deposit Link Insurance (EDLI), Payment of Gratuity Act, 1972, Maternity Leave Act, 1961, as applicable and as amended from time to time and or any other rules framed there under from time to time by the Central or State Government and/or any authority constituted by or under any Law, for the category of persons deployed by him.

**2.** All the payments shall be made by the Oulgaret Municipality, Puducherry after deducting Income Tax at source wherever applicable as per provisions of the Income Tax Act, 1961.

**3. Raising of Bills and Payment thereof**

The service provider shall have to produce the register of wages or the register of wages-cum-muster rolls of the preceding month along with the bills to be submitted by the 22nd day of every calendar month to the concerned establishment branch of Oulgaret Municipality for verification and pre-audit/drawl of payment from the Central Treasury/SBI. Since, it is a time consuming process, therefore, the service provider shall ensure that payment to his employees is made by him from his own resources by the 7th of the month in the presence of authorized representative(s) of the Oulgaret Municipality without waiting for the payment of his wages bills from Oulgaret Municipality. However, before disbursing the payment the service provider should get the acquaintance roll along with details of cheque verified by the concerned branch/office of Oulgaret Municipality.

## 4. Format for raising of Bill:

The service provider shall submit bill for the service/activities rendered as per details/table given below:-

- a) Name of the Services/Activities
- b) Name & address of the Service Provider
- c) Award of Service Contract No. & Date
- d) Date of commencement of the Services/Activities
- e) Period of services contract
- f) Administrative charges (in percentage) of service contract per month
- g) Wage bill for the month of
- h) Bill No. \_\_\_\_\_ & Date \_\_\_\_\_ indicating the following breakup:

| SL. No | Name of the Person | Employee Code No | EPF A/C No | ESI A/C No | Basic Wages (Not Less than Minimum Rates of wages fixed by the Labour Deptt, Puducherry) | Man Days | Wages (w.r.t. Man days) | Employee's Share       |                         | Employer's Share       |                         |                          |
|--------|--------------------|------------------|------------|------------|------------------------------------------------------------------------------------------|----------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|--------------------------|
|        |                    |                  |            |            |                                                                                          |          |                         | EPF 12% of Basic Wages | ESI 0.75% of basic wage | EPF 12% of Basic Wages | EDLI 0.5% of Basic Wage | ESI 3.25 % of basic wage |
| 1      | 2                  | 3                | 4          | 5          | 6                                                                                        | 7        | 8                       | 9                      | 10                      | 11                     | 12                      | 13                       |
|        |                    |                  |            |            |                                                                                          |          |                         |                        | NA                      |                        |                         | NA                       |

NOTE: Separate bill in the above form shall be prepared by the service provider for the Reliever(s) against person(s) deployed on regular basis and submitted along with the Bill for regular persons deployed during each month.

5. Instructions for raising the monthly bill:-

The service provider shall keep the following instructions in view while submitting the monthly wage bill(s).

(i) The payment shall be made to the service provider for the actual number of persons deployed within the scope of work at Annexure "C & C1" at the wages/rates offered by Oulgaret Municipality, Puducherry for the category of posts from time to time and the Administrative charges (in percentage) approved for the contract period, but after pre audit of the bills and deducting the amount on account of short services/activities, deficiencies, recoveries etc., if any, so detected and ordered by Oulgaret Municipality

(ii) Separate details about the category of person (s) deployed in the respective month.

(iii) Attendance register, muster roll duly signed by the service provider and verified by the authorized officer(s) of Oulgaret Municipality.

(iv) Deduction schedule showing the individual details of deductions of EPF/ESI/EDLI/Income Tax/GST etc., to be tallied with the wage bill.

(v) Acquittance rolls along with details of cheque to be issued to the concerned persons deployed be submitted to the concerned establishment branch of Oulgaret Municipality for verification before actual disbursement of payments.

(vi) The service provider shall certify on the bill that the monthly wage bill for the services of all the categories of persons deployed by him in Oulgaret Municipality is complete and no person have been left out and no supplementary bill shall be submitted thereafter.

(vii) No person(s) has/have been engaged on contract basis in Oulgaret Municipality without the prior approval of the competent authority.

(viii) A spare/self attested copy of bank scroll/bank challans in support of having deposited the amount of EPF, ESI, EDLI, GST etc., with concerned department shall invariably be submitted to the concerned Establishment Branch of Oulgaret Municipality within 10 days from the disbursement of wages (on or before 22nd of the month). However, the dues towards ESIC/EPF/EDLI will be deposited directly by this office and the amount of such dues will be deducted from wages bills of the service provider.

## 6. Payment of wages:-

a) The service provider shall open a bank account in the Bank branch located in the Oulgaret Municipality and he shall make the payment of wages to the persons so deployed by him through the same bank. the employees of the service provider shall also open their individual accounts in the same bank branch for the purpose of disbursement of salary through electronic transaction/transmission the service provider shall furnish details of disbursement of salary to the concerned branch/office of Oulgaret Municipality within 5 days from the date of disbursement. He shall maintain attendance register, individual's ledger/wage book, wage slip, terms of employment and he should deposit the undelivered (unpaid) cheque(s) of any person deployed with the concerned office/branch of Oulgaret Municipality by the end of last day of the prospective month.

b) He shall be required to submit a copy of challan/abstract/statement of amount deposited indicating the particulars such as name, father's name, employee code No., address of each person(s) so deployed, on account of the statutory compliance within 15 days of the disbursement of wages i.e. 22nd of the month, failing which the payment of administrative/service charges of the following month shall be withheld. the payment shall be released to him towards his administrative/service charges after deductions of Income Tax or any other Govt. dues, after the submission of self attested copies of Recovery Schedules and other statements on the prescribed formats for all persons, copy of Bank Challan(s)/Scroll(s) as a proof of having deposited the said amount with the quarter concerned before the due date i.e. 22nd of the month failing which the whole responsibility for any delay in the reimbursement of wage bill of the service provider shall rest with him/her and not with Oulgaret Municipality. Further, he/she shall arrange the disbursement of wages to the persons so deployed by him Oulgaret Municipality for duty through crossed cheque except in case of utmost urgency and in the presence of the authorized official/officers of Oulgaret Municipality. The service provider shall ensure that the wages are to be paid through bank only. The responsibility for issuance of Annual statement of EPF deposits and ESI cards to the persons deployed solely lies with the service provider.

7. The service provider after disbursing the payment of wages to all the persons deployed by him during the month for the execution of this agreement by 7th of every following month, shall submit his monthly wage bill for reimbursement by the 22nd of month on the basis of original attendance-cum-work performance report and muster rolls duly verified by the concerned officer so authorized for the purpose as under:

(i) The attendance-cum-work performance report of the staff deployed for duties in Oulgaret Municipality shall be signed / verified by the concerned officials.

(ii) The payment shall be made to the service provider in due course of time after pre-audit of the bill and drawl of amount from the Central Treasury/SBI.

8. Accounts and Records:-

(a) The service provide shall maintain accurate accounts and record, statements of all its operations and expenses in connection with its functions under this Agreement in the manner specified by the Oulgaret Municipality.

(b) The Service provider shall be required to produce all the original record such as attendance-cum-performance reports, to the officials of Oulgaret Municipality, for the pre-audit of monthly wage bills from time to time.

(c ) The service provider shall forthwith upon being required by the Oulgaret Municipality allow its authorized representatives to inspect, audit or take copies of any records maintained by the service provider. the service provider shall also cooperate in good faith with the Oulgaret Municipality to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Oulgaret Municipality. However, upon discovery of any discrepancies or under payment, the service provider shall immediately reimburse the Oulgaret Municipality for such discrepancies or in charge.

d) The service provider shall have to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970 and Rules framed there under from time to time for carrying out the provisions of this Agreement. He/she shall further observe and comply with all Government laws concerning employment of persons deployed by him/her and shall along be responsible to make monthly

wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, Employees Deposit Link Insurance, etc., to his employees, which in any case shall not be less than the Minimum Wages as offered by Oulgaret Municipality, Puducherry and rules framed there under for the category of persons employed by him/her from time to time or by the Central or State Government and/or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that e is fully responsible to ascertain and understand the applicability of various act, and take necessary action to comply with the requirement of laws.

### **ANNEXURE "E"**

#### **OULGARET MUNICIPALITY**

**NAME OF THE JOB / SERVICE:** NOTICE INVITING FOR PROVIDING THE SERVICES OF 09 NO. OF TECHNICAL ASSISTANT AND 14 NO. OF DATA ENTRY OPERATOR FOR OULGARET MUNICIPALITY

### **TECHNICAL BID**

#### **PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF THE TENDER**

|    |                                                                                                                                                                                    |        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1. | Name of the firm/organization & Address and Telephone/Mob.No./Fax.<br>No./e-mail account.                                                                                          |        |
| 2. | Whether the cost of tender documents Rs 5900/- has paid online through e-tender portal. Proof to be attached.                                                                      | YES/NO |
| 3. | Whether Earnest Money of Rs. 1,00,000/- has paid online through e-tender portal. Proof to be attached.                                                                             | YES/NO |
| 4. | Proof of Year of Existence (Mandatory)<br>Requirement: Contractors/Firms/Institutions/Co-operative Societies must show their year of existence (certificate to be enclosed).       | YES/NO |
| 5. | Proof of Operational Presence in Puducherry (Mandatory)<br>Requirement: Minimum continuous operation of 3 years in Puducherry (certificate to be enclosed).                        | YES/NO |
| 6. | Relevant Experience in Similar Works (Mandatory)<br>Requirement: Experience certificate from Government Departments / Local Bodies / Corporation within Puducherry to be enclosed. | YES/NO |

|     |                                                                                                                                                                                                                                                                 |        |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 7.  | Organizational Financial Strength (Mandatory)<br>Requirement: Minimum average annual turnover of ₹1 Crore over the past 3 financial years (Audit statement to be enclosed).                                                                                     | YES/NO |
| 8.  | Government-Aided Society Support (Preference)<br>Requirement: Registered under Govt. of Puducherry as a supported entity (copy to be enclosed).                                                                                                                 | YES/NO |
| 9.  | Experience in Manpower Supply (Mandatory)<br>Requirement: Minimum 3 years of experience in supplying manpower to Government Departments / Local Bodies / Corporation within Puducherry (certificate from concern department to be enclosed).                    | YES/NO |
| 10. | Valid Labour License (Mandatory)<br>Requirement: Valid Labour License issued by the Government of Puducherry to be attached.                                                                                                                                    | YES/NO |
| 11. | Present Manpower Deployment Evidence (Mandatory)<br>Requirement: Ongoing manpower deployment in Government Departments / Local Bodies / Corporation (copy to be enclosed).                                                                                      | YES/NO |
| 12. | Statutory Compliance Documents (Mandatory)<br>Requirement: Proof of PAN, GST, PF, etc. showing compliance with statutory obligations to be enclosed.                                                                                                            | YES/NO |
| 13. | Field Experience in Government Schemes (Preference)<br>Requirement: Minimum 3 years' experience in implementing schemes like SBM, DAY-NULM, PMFME, Jal Jeevan, etc. (copy to be enclosed).                                                                      | YES/NO |
| 14. | Experience in Capacity Building, Training & IEC Activities (Preference)<br>Requirement: Prior execution of training, placement, or IEC activities. (copy to be enclosed).                                                                                       | YES/NO |
| 15. | Whether an Affidavit and Undertaking on the Non-judicial stamp paper, duly attested by the Notary public has been attached? (Mandatory)                                                                                                                         | YES/NO |
| 16. | Whether each page of the tender documents at Annexures "A to H" and other enclosures as well as cutting(s) / overwriting(s) have been signed / initialled by the tenderer and also the forwarding letter has been attached by authorized signatory? (Mandatory) | YES/NO |

Place: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Dated: \_\_\_\_\_

Full Name of the Tenderer with Seal \_\_\_\_\_

Address \_\_\_\_\_

Receipt No. \_\_\_\_\_ Dt \_\_\_\_\_ Tender No. \_\_\_\_\_



OULGARET MUNICIPALITY, PUDUCHERRY

**ANNEXURE -"F"**

OULGARET MUNICIPALITY

**(Financial Bid)**

**FORMAT FOR PRICE BID FOR PROVIDING SERVICES OF 09 NOS. OF TECHNICAL ASSISTANT AND 14 NOS. OF DATA ENTRY OPERATOR IN OULGARET MUNICIPALITY, PUDUCHERRY**

**Name of work: Financial Proposal for “Providing Services of 09 Nos. of Technical Assistant and 14 Nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry.”**

| Item No. | Name of the Post                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Quantity | Unit               | Wage per day (including EPF) fixed by Oulgaret Municipality but excluding service charges and GST (For tender purpose only)<br>Rs. P | TOTAL AMOUNT wage per day (including EPF) fixed by Oulgaret Municipality but excluding service charges and GST (For tender purpose only)<br>Rs. P | Total Amount in words |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1.       | Providing service charges percentage for supply of 09 nos. of Technical Assistant and 14 nos. of Data Entry Operator on outsourcing basis at Oulgaret Municipality, Puducherry. (Note 1 : The Service charges percentage alone should be quoted by the bidder. <b>Note 2</b> : The Service charges quoted percentage should not be less than 5.00 %. <b>Note 3</b> : If service charges quoted percentage is less than 5.00%, the same will be considered as 5.00%. Note 4 : All statutory taxes applicable shall be paid by Oulgaret Municipality). <b>Bidder to click the ‘SELECT’ field and quote the service charges percentage.</b> | 1.00     | Per person per day |                                                                                                                                      |                                                                                                                                                   |                       |

**IMPORTANT INSTRUCTIONS FOR FILLING UP OF PRICE BID (ONLINE) FOR PROVIDING SERVICES OF 09 NOS. OF TECHNICAL ASSISTANT AND 14 NOS. OF DATA ENTRY OPERATOR IN OULGARET MUNICIPALITY, PUDUCHERRY THROUGH OUTSOURCE**

1. Description of Work: Service Contract for providing of services of 09 No. of Technical Assistant and 14 No. of Data Entry Operator in Oulgaret Municipality through outsource as per scope of work mentioned in Annexure "C to C 1" subject to fulfilment of other terms and conditions of the Service Agreement at Annexure "B". The number of posts mentioned in the Notice Inviting Tender (NIT) is indicative and may be increased or decreased by up to 50% at the discretion of the authority, based on actual requirements during the contract period.

2. To ensure sustainability and the proper disbursement of wages to outsourced staff, Administrative/Service Charges shall be quoted at **not less than 5%** of the wages. (From the above-mentioned Administrative Charges the tenderer shall be solely liable to pay/discharge the responsibilities as per requirement of Tender Terms and Conditions and the various Labour Acts/Rules as amended from time to time towards his employees during the period of contract) and in consonance with the terms and conditions of this tender document.

**ANNEXURE "G"**

(To be furnished on non-judicial stamp paper of Rs. 100/- duly attested by the Notary Public).

**UNDERTAKING**

I/We(Name) \_\_\_\_\_ service provider / partner / Sole proprietor(strike out which is not applicable) M/s. \_\_\_\_\_ do hereby solemnly affirm, declare and undertake that:-

a) I undertake to furnish a Copy of valid Labour Licence not less than the numbers of persons as mentioned in the scope of work for the execution of this service contract duly issued by the competent authority of the concerned Govt. from where the working experience certificate/s have been furnished along with the tender/s.

b) In case, I do not possess the valid Labour Licence issued by the Puducherry Administration for which the tender/.s have been furnished, I will submit an undertaking in the shape of an Affidavit to the effect that the required Labour Licence will be obtained from the Puducherry Administration, if succeeded, in getting the service contract and furnish the same to this

Department within 7 days from the date of issue of letter of Intent, failing which the tender shall be rejected and Earnest Money be forfeited.

c) I undertake that I shall obtain all Registration(s)/permission(s)/Licence(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this Agreement.

d) It is my responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. I indemnify and shall always keep Oulgaret Municipality indemnified against all losses, damages, claims, actions taken against Oulgaret Municipality by any authority/office in this regard.

e) I undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act 1970, for carrying out the purpose of this Agreement. I shall, further observe and comply with all Government laws concerning employment of staff employed by me and shall alone be responsible to make monthly wages/salaries and other statutory dues like EPF, ESI, Employees Deposit Link Insurance, etc. to my/our employees, which in any case shall not be less than the approved minimum wages rates offered by Oulgaret Municipality, Puducherry from time to time. It is expressly understood that I am fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws. The wages to the workers shall be paid by 7th of each month.

f) I shall give an undertaking by the 22nd of each month in favour of the Oulgaret Municipality that I have complied with all the statutory obligations.

(Signatures of Tenderer)

Place: Full Name & Address

Dated:

**ANNEXURE "H"**

(To be furnished on non-judicial stamp paper of Rs. 20/- duly attested by the Notary Public).

**AFFIDAVIT**

I/We/M/s \_\_\_\_\_ are registered as service provider firm named  
M/s. \_\_\_\_\_ as per GST Registration Certificate No.  
EPF No. \_\_\_\_\_ ESI No. \_\_\_\_\_ having registered office at  
\_\_\_\_\_ do hereby  
declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders or Orders  
have ever been cancelled by any State/UT/Central Government or any partner or shareholder  
either directly or indirectly connected with or has any subsisting interest in the business of  
my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever  
been levied due to delay of non completion of order by any State/UT/Central Government or by  
any authority.

Place : \_\_\_\_\_

DEPONENT

Dated : \_\_\_\_\_

**Verification:**

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to  
the best of my knowledge and beliefs. No part of it is false and nothing has been concealed  
therein.

Place : \_\_\_\_\_

DEPONENT

Dated : \_\_\_\_\_