PONDICHERRY UNIVERSITY



DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY

Brookshabad Campus, Post Bag No.01, Port Blair – 744 112, Andamans

<u>Tender for providing security service to the building and property in</u> <u>Pondicherry University campus at Port Blair</u>

TERMS AND CONDITIONS

- Tenders comprising two bid system, Technical Bid and Price Bid placed in 1. separate covers and sealed and put in another sealed cover Superscribed as, "TENDER FOR PROVIDING SECURITY SERVICES TO THE BUILDING AND PROPERTIES IN PONDICHERRY UNIVERSITY CAMPUS, at Port Blair" are invited by the Head, Department of Ocean Studies and Marine Biology, Brookshabad Campus, Chakkargoan Post, Port Blair – 744 112, Andamans. Tenders may be sent by Courier / Registered Post / Speed Post, addressing to the Head, Department of Ocean Studies and Marine Biology, Port Blair at the above address so as to reach him on or before 02.30 P.M. on 15/10/2015 Sealed tenders as above may also be deposited in the Tender box kept in the Office of the Head, Department of Ocean Studies and Marine Biology, Port Blair, before the time and date mentioned above. The Tenders, viz., Technical Bids will be opened at **03.00 P.M.** on the same day by the duly constituted TENDER OPENING COMMITTEE, in the presence of the tenderers, if any available, in the office of the Head, Department of Ocean Studies and Marine Biology, Port Blair. The estimated annual value of the security services to be provided by the tenderer would be around Rs 25 lakh per annum.
- 2. The Intending tenderers should enclose a Demand Draft obtained from any Nationalised Bank for an amount of Rs.50,000/- (Rupees Fifty thousand only), drawn in favour of THE FINANCE OFFICER, PONDICHERRY UNIVERSITY, Payable at PUDUCHERRY towards Earnest Money Deposit and also enclose a separate Demand Draft for an amount of Rs.520/- (Rupees Five hundred and twenty only) obtained from any Nationalized Bank and drawn in favour of Finance Officer, Pondicherry University payable at Puducherry towards the cost of tender. Both the Demand Drafts should be enclosed with the Technical Bid.
- 3. The EMD of the unsuccessful tenderers will be refunded after finalization of the tender.
- 4. Sealed Tender unaccompanied with the Demand Drafts as above towards EMD and the cost of tender and the tenders received after the due date and time as above will summarily be rejected. If the tenderer is exempted by GOI from payment of EMD and the cost of tender, a photocopy of the orders of the competent authority duly self attested should be enclosed.

- 5. Tenderers selected in the Technical bid will be intimated at a later date and the date and time of opening the Price bid will also be intimated on that date. Price bid of the tenderers shortlisted in the Technical bid only will be opened on such time and date in the presence of available such tenderers.
- 6. The successful tenderer on receipt of official order should be ready to provide a Bank Guarantee for an amount of Rs.2,50,000/- (Rupees two lakh fifty thousand only), drawn in favour of THE FINANCE OFFICER, PONDICHERRY UNIVERSITY, Puducherry towards SECURITY DEPOSIT, valid up to three months after the contract period. The successful tenderer will have to enter into an agreement with Pondicherry University.
- Before submitting the tender, i.e. on 15/10/2015 at 14.30 hrs, the tenderers may visit the entire Pondicherry University campus, Brookshabad, Port Blair 744 112, in order to have an idea of the campus to which security services are to be provided.

8.	The total number of Security Staff needed for a day is as follows:		
	Security Officer	-	1 No. (General shift)
	Assistant Security Guard	-	3 Nos.
	Security Guard	-	21 Nos. (including 6 Nos. Lady security
			guards)

9. Three shifts constitute a day (Each shift of eight hours)

10. ELIGIBILITY CONDITIONS

The Prospective bidder / agency should satisfy the following conditions as

included in the Technical Bid vide Annexure 1.

- i. Agency should hold registration certificate from the Labour Department, Andaman and Nicobar Administration. A self attested photocopy of Registration Certificate is to be enclosed.
- ii. Agency should hold valid Service Tax Registration Certificate. A self attested photocopy of the same is to be enclosed.
- iii. Agency should have EPF Registration and ESI Registration Certificates. A self attested photocopy of the same is to be enclosed.
- iv. PAN / TAN card a self attested photo copy is to be enclosed.
- v. Income Tax Return for the last three financial years. A self attested photo copy is to be enclosed for three Financial Years 2012-13, 2013-14, 2014-15.

- vi. Agency should have continuous three years or more experience up to date in providing such service to the Government Department / Organization / Institution. A self attested copy of documents in support thereof is to be attached. Details as in Annexure 2.
- vii. Declaration by the Agency about employment of near relatives in Pondicherry University, Port Blair as in Annexure 3.
- viii. Agency should not have been blacklisted / dismissed by any Government Department. Declaration as in Annexure '4' is to be furnished by the Agency.
- ix. Agency should enclose a self attested photo copy of Balance Sheet for the last three financial years 2012-13, 2013-14 and 2014-15.
- x. Agency must engage female security personnel wherever essential as per the terms and conditions.
- xi. In the absence of proof of evidence (ie) self attested photocopy of the above documents wherever essential, the tenders will be rejected and in this case, the decision of the Tender Committee shall be final.
- xii. The period of contract is for one year. The contract may be extended for two more years based on the performance appraisal of the agency
- xiii. As per the Minimum Wages Act approved by the Andaman and Nicobar Administration, Office of the Labour Commission order, under the category various departments / office / Industrial Establishments, fixed daily wages are to be paid to the employees. Whenever the Union Territory of Andaman and Nicobar Administration, Office of the Labour Commissioner order revises the Minimum Wages such revised wages will be applicable from the first day of the next month and the same has to be paid to the workers.
- xiv. The right to increase / decrease the strength of the Security Guard posted at any time rests with the Pondicherry University.
- xv. All pages in the tender documents have to be signed by the tenderer with official seal.

11. PAYMENT TERMS

- i. Wages for the security personnel should be paid by the Tenderer at the rates mentioned below for their actual deployment.
 - a. Security Officer Rs. 338/- per day (General Shift). This rate is as fixed under the orders of the Andaman & Nicobar administration, Office of the Labour Commissioner, under the category Various departments/Office/Industrial Establishments fixed daily wages Skilled B level.
 - b. Assistant Security Officers Rs. 320/- per day for a shift of 8 hours duty. This rate is as fixed under the orders of the Andaman & Nicobar Administration, Office of the Labour Commissioner, under the category – Various departments /Office/Industrial Establishments fixed daily wages – Skilled A level.
 - c. Security Guard Rs. 274/- (Basic Rs 156/- + Variable DA Rs 118/-) each per shift of eight hour duty per day. This rate is as fixed under the orders of the Andaman & Nicobar administration, Office of the Labour Commissioner, under the category Various departments/Office/Industrial Establishments fixed daily wages Unskilled level.
 - a) The Tenderer should make payment to the Security personnel at the above rates for the period actually employed in a month. The above rates mentioned under a, b and c above will be the Base Rate on which Service charges payable to the Tenderer are to be calculated.
 - b) The above base rate/minimum rates of wages include also the wages for weekly day of rest.
- ii. Monthly payment of wages to Security Guards includes (a) Basic + VDA and (b) Bonus at the maximum rate of Rs.291.66 per month (i.e.) 26 working days per security guard to be paid by the Tenderer. In case of less than 26 working days in a calendar month bonus will be paid proportionately. Bonus will not form part of the Base Rate. This will however be reimbursed by the University to the Tenderer on proof of payment. For a Security Guard engaged for a lesser number of days in a month, bonus shall be paid proportionately by dividing the monthly bonus by 26.
- iii. The Tenderer should make payment to the security personnel by 5th of each month. After making payment as above, the Tenderer should submit a claim

along with Bank Advice Memo and extract of attendance register relating to such employees and any other record as may be required by the University. The wages paid to Security Personnel will be reimbursed by the University to the Tenderer subject to their actual employment and proof of payment within seven working days from the date of receipt of the claim. The tenderer should indicate the ID No. given by the EPF and ESI Organizations for of each security personnel in the claim bill for the above reimbursement without fail.

- iv. The Tenderer should open with the Indian Bank at Port Blair a Current Account for the Tenderer and SB accounts to all the security personnel employed by them for the University campus at Port Blair. Payment should be made to the employees only thro' such SB account.
- v. In the price bid, enclosed tenderers are requested to quote a percentage rate over the base rate towards their service charges covering all their incidental charges and profit margin. This percentage rate of service charges will be taken for comparison among tenderers for acceptance of tender. While evaluating the price bids, mere quoting low rate alone will not confer any right on such tenderer seeking acceptance. The University reserves its right to evaluate the price bid comprehensively on the basis of better qualifications. This percentage rate will be applied on the Base Rate only and paid subject to proof of actual payment of wages by the Tenderer to the employees. Bonus will not be considered for computing the service charges. Service Tax will not be paid by the University as the University is exempted from payment of Service Tax.
- vi. Employer's contribution towards EPF and ESI alongwith administrative charges relating to the security personnel employed under the contract will also be reimbursed to the Tenderer as per rules based on submission of proof of having paid to the EPF and ESI organizations. This will be based on actuals as per Rules only. This will not be considered for computing service charge payable to the Tenderer.
- vii. The Tenderer should recover employees' contribution towards Provident Fund, Employees State Insurance, etc from the monthly payment due to the security personnel and remit the same to the offices concerned. A copy of the Bank Statement along with relevant returns in support of the above remittance should be submitted every month to the University.
- viii. During the currency of contract, in case, the Union Territory Government of Andaman & Nicobar Island increases **daily wages** from the present rate, the increased rates will be paid as stated above. No increase in amount other than the minimum wages in the present rate that may be increased by the Union Territory of Andaman and Nicobar Islands, will be considered **by the University** under any circumstances.

- ix. Details of payment of wages to the Security Personnel made through **Indian Bank located within the Port Blair** (in respect of each Security Personnel) should be furnished to the University every month without fail for verification.
- x. Pondicherry University shall be entitled to set off against and deduct and recover from the service charge and any other sums payable by Pondicherry University to the Tenderer at any time, any tax, levy or other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now existent or which may come into existence during the currency of this Agreement as also any and all amounts which may be or may become payable by the Tenderer to Pondicherry University under this Agreement.
- xi. The Tenderer shall pay his employees wages at the rates as agreed upon in the contract **as stated above**.
- 12. There shall not be any Master-Servant or Employer Employee relationship or any legal or contractual relationship between the University and Security Personnel of the Tenderer for any purpose including any claim, disputes, rights & duties as between Tenderer and its personnel. The University will not be responsible or liable to pay any sum or do any act or obligations under law like EPF, ESI, Gratuity, Leave Salary, Bonus or any statutory deductions etc., to the said personnel of the Tenderer and the Tenderer alone shall be responsible and liable for all such obligations. The Security Personnel whose services are provided by the Tenderer shall at all times and for all purpose be regarded as employees of the Tenderer who shall also be responsible for necessary service benefits due to the Security Personnel as per rules / Laws applicable in such cases.
- 13. The Tenderer shall alone be responsible & entitled to act in pursuance of this Contract and the Tenderer shall not directly or indirectly transfer, assign or makeover any rights and obligations of the Contract or any part thereof to any other persons.
- 14. In the event of any losses or damages to any Properties or Effects of University by theft, Pilferage, unauthorized entry of outsiders, strangers and cattle & activities by acts or omissions of said Security Personnel, Tenderer shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by University.
- 15. Security Personnel shall be engaged only after verification and certification of antecedent and character by Police and on production of it and only upon written consent of the University. The Tenderer shall give proper training to all

the Security Personnel considering the varied nature of work in the University Campus.

- 16. All such Security Personnel deployed for the said purpose shall be trained and capable enough to handle firefighting equipments also, good presence of mind to tackle any circumstances/situation that may affect Security and safety of all properties (like Land, Trees, Structures, Goods, Papers, Effects etc) inside the University campus and also of all persons & employees within the University Campus at all times, with mandatory qualities of honesty, sincerity and devotion to duties and obedience.
- 17. The Tenderer shall always ensure all required facilities (including conveyance) for Supervisory Officers (Security Officer and Assistant Security Officer) to ensure Security in the campus round the Clock by turns (on all working days and Holidays).
- 18. The Tenderer shall ensure effective Supervision of Security Personnel manning respective duty Places & Posts in such a manner to restrict unauthorized entry of persons/cattle and to prevent taking out of any property or Papers or Materials etc of the University from the Campus without proper authorization. They should prevent unauthorized entry of person and encroachment by patrolling of surrounding area.
- 19. They shall carry out such other legitimate duties as are entrusted to them from time to time. They shall check the movement of materials and to maintain systematic and up to date records and keep proper log book/control of movement of personnel entering or leaving the premises.
- 20. The vehicle shall be permitted inside by issue of a Gate Pass, only on confirmation from respective official, Department, Addressee. Once the vehicle being allowed inside the Campus on confirmation, the guard on duty shall make relevant entries in the material incoming register and endorse at the back of the supporting document with the particulars of entry number, date, time and official seal. The outgoing material shall be thoroughly checked for supportive document, and the authorized signature shall be verified at the gate. The guard shall make relevant entries in the material out going register and endorse the supporting document with particulars of date, time, vehicle No. with office seal etc., he shall retain the copy of Gate Pass at the office. All registers and records must be sent to the Officer authorized by the Head, Dept of Ocean Studies and Marine Biology for endorsement every day.
- 21. All Correspondence regarding security arrangements & payment of bills etc., or any other matter shall be done only with the Registrar of the University through

the Head Department of Ocean Studies & Marine Biology, Andaman & Nicobar Island, Port Blair.

- 22. Fine will be levied as penalties as mentioned below for specific lapses found during the course of a month and recovered from the monthly payments.
 - i. For entry of a cow Rs.2000/- (Rupees two thousand only) for each cow.
 - ii. To keeping open the Main Gate from 09.00 P. M. to 6.00 A. M. Rs. 5,000/- (Rupees five thousand only).
 - iii. For sleeping on duty Rs.1,000/- (Rupees thousand only)
 - iv. For negligence of duty Rs.1,000/- (Rupees thousand only)
 - v. For absence from duty Rs.1,000/- (Rupees thousand only)
 - vi. For misusing office telephone or computer Rs.1,000/- (besides recovering the actual cost of misuse)
- 23. The University reserves the right to reject any tender or all tenders without assigning any reasons thereof.
- 24. In the event of breach of contract, the University and the Agency can terminate the contract at any time by giving prior notice of three months.
- 25. In case of any dispute, the decision of the Registrar, Pondicherry University will be final.
- 26. Declaration of near relatives working in Pondicherry University Port Blair as in Annexure 3 to be furnished.
- 27. The other aspects not covered above will be stipulated as per the direction of the University in the contract to be signed.

A CONTRACT OF CONTRACT.

PONDICHERRY UNIVERSITY

DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY

Brookshabad Campus, Chakkargaon Post, Port Blair – 744 112, Andamans

ANNEXURE – 1 TECHNICAL BID PROFORMA FOR TECHNICAL BID

SI. No.	Particulars	To be filled by the agency
1	Name of the Agency	
2(i)	Details of Demand Draft – Cost of Tender document = Rs 520/- 1. Amount (Rupees) 2. DD / Bank Draft No 3. Date 4. Issuing Bank (Please see condition '2')	
2(ii)	Details of Demand Draft – EMD = Rs 50,000/- 5. Amount (Rupees) 6. DD / Bank Draft No 7. Date 8. Issuing Bank (Please see condition '2')	
3	Date of Establishment of the Agency with registration number duly obtained from the Labour Department, Union Territory Govt. of Andaman & Nicobar Islands, Port Blair. A self attested copy of the certificate to be enclosed. (Please see condition 10 (i))	
4	Office Address of the Agency with Phone No., Fax No., Mobile No.	
5	Status of the Agency whether a Private Ltd, Partnership, Public Ltd or Sole Proprietor.	
6	Copies of Balance Sheet for last three financial years. (2012-13, 2013-14 & 2014-15) to be enclosed. A self attested copy to be attached Please see condition 10 (ix)	

7	PAN / TAN No. A self attested copy to be	
	enclosed	
	Please see condition 10 (iv)	
8	Service Tax Registration No. A self attested	
	copy to be enclosed	
	Please see condition 10 (ii)	
9	Give details of the major similar contracts	
	handled by the Tendering Company / Firm /	
	Agency on behalf of Pvt. Ltd / PSUs and Govt	
	Departments for continuous three years up to	
	date as in Annexure 2.	
	Self attested copies of work orders to be	
	attached	
	Please see condition 10 (vi)	
10	Declaration of near relatives employed in	
	Pondicherry University Port Blair, Annexure 3.	
11	Whether the firm is black listed by any Govt.	
	department (Declaration may be signed as	
	provided in the Tender) Annexure 4	
12	Whether the copy of terms and conditions	
	including bid documents signed in all pages of	
	the relevant documents in token of acceptance	
	of the same.	
13	EPF Registration No. and ESI Registration No.	
	Please see condition 10 (iii)	
14	Income Tax Return for last three years.	
	Financial year 2012-13, 2013-14, 2014-15	
	Please see condition 10 (v)	

Place:

Dated:



PONDICHERRY UNIVERSITY

DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY

Brookshabad Campus, Chakkargaon Post, Port Blair – 744 112, Andamans

ANNEXURE – 2

Details of major similar contracts handled by the Tenderer continuously up to date for the last three years.

SI. No.	Details of client with address / Phone No.	Period of contract for providing security service	Annual value of contract (Rs. in lakh)	Whether self attested photocopy of work order is enclosed.

Place:

Dated:



PONDICHERRY UNIVERSITY

DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY

Brookshabad Campus, Chakkargaon Post, Port Blair – 744 112, Andamans

ANNEXURE – 3

DECLARATION OF NEAR RELATIVES TO BE SUBMITTED BY THE TENDERER

We, M/s..... R/o.....

hereby certify that none of our relative(s) as defined in the tender document is/are employed in Pondicherry University, Port Blair as per details given in tender document. In case at any stage, it is found that the information given by us is false / incorrect, the Head, Department of Ocean Studies and Marine Biology, Port Blair shall have the absolute right to take any action as deemed fit / without any prior intimation to me.

Place:

Dated:



PONDICHERRY UNIVERSITY DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY Brookshabad Campus, Chakkargaon Post, Port Blair – 744 112, Andamans

ANNEXURE – 4

DECLARATION

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Place:

Dated:



PONDICHERRY UNIVERSITY DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY

Brookshabad Campus, Chakkargaon Post, Port Blair – 744 112, Andamans

ANNEXURE – 5

PRICE BID

(To be put in a separate sealed cover superscribing Price Bid for providing Security services to the Pondicherry University campus at Port Blair)

For providing security services at **PONDICHERRY UNIVERSITY DEPARTMENT OF OCEAN STUDIES AND MARINE BIOLOGY Brookshabad Campus, Port Blair – 744 112, Andamans,** tenderers are requested to carefully study the Terms and Conditions with particular reference relating to payment terms vide Para 4 of Annexure 'A' and quote the percentage rate over the Base Rate towards their Service charges, in the schedule given below. Service charges so quoted shall cover all incidental expenditure in providing security services and also profit margin. This percentage rate of service charges will be taken for comparison among the participating tenderers, for selection of the Tenderer subject to terms and conditions.

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

Schedule

SI. No.	Details	Rate in Percentage [%] over the Base Rate
1	Service charges for providing security services as per the Terms and Conditions	In figure In words

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

Signature of the Tenderer with Official Seal