



# **PONDICHERRY UNIVERSITY**

(A Central University – Accredited with ‘A’ Grade by NAAC)

R.V Nagar, Kalapet, Puducherry-605 014

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## **NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES**

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

The tender forms have to be downloaded from the University Website [www.pondiuni.edu.in](http://www.pondiuni.edu.in) and submitted along with Demand Draft towards cost of tender for an amount of Rs.1,500/- + 4% VAT drawn in favour of the Finance Officer, Pondicherry University, payable at Puducherry. For further details please visit our website. Corrigendum, if any, to this tender will be notified in the website. Tenderers are requested to refer to the website regularly.

Last date and time for submission of tender	: 03-8-2015 - 3.00p.m
Opening of pre qualification bids	: 03-8-2015 - 3.30p.m
Date of opening of financial bids	: Will be intimated later

**REGISTRAR**



## PONDICHERRY UNIVERSITY

R.Venkataraman Nagar, Kalapet, Puducherry - 605 014

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Sealed Tenders are invited from reputed security agencies under two bid system for providing security services (approximate requirement: Security Officers: 2 one each for day duty & night duty, Assistant Security Officers: 10 per shift of eight hour duty and Security Guards: 90 per shift of eight hour duty) for ensuring safety and providing security arrangements in the campus of the Pondicherry University located at R. Venkataraman Nagar, Kalapet, Puducherry, Pondicherry University Community College at Lawspet and the Pondicherry University Campus at Karaikal for a period of one year, renewable for a further period of 2 years on yearly basis on performance appraisal. The requirement may vary by plus or minus 25% of the estimated requirement mentioned above. Terms and Conditions for providing security arrangements are in Annexure 'A'. The agencies who fulfil the following requirements only are eligible to participate in the tender:

### Essential Pre-qualification Criteria

1. The Tenderer should, download the tender document from the University website. The filled in tender document should be submitted along with a Demand Draft for Rs.1,500/- + 4% VAT drawn from any of the scheduled banks towards the cost of tender document drawn in favour of Finance Officer, Pondicherry University, Puducherry and payable at Puducherry. The name of the Security Agency may be written on the backside of the Demand Draft.
2. The Tenderer should enclose a Demand Draft for Rs.6,00,000/- (**Rupees Six Lakh only**) towards Earnest Money Deposit drawn in favour of Finance Officer, Pondicherry University, Puducherry and payable at Puducherry. The Demand Draft should have been drawn from any of the scheduled bank after the date of call of tender. If exempted from payment of EMD a copy of exemption certificate issued by Competent Authority duly attested should be enclosed (Self attestation accepted). The name of the Security Agency should be written on the backside of the Demand Draft.
3. The Tenderer should have experience in providing security services to large Industrial/Educational Institutions like I.I.T etc., at least in all the preceding five years i.e from the year 2010-11. [Year means financial year ending on 31<sup>st</sup> March]. Proof should be enclosed.

4. (a) The Tenderer should have at least three running contracts for providing security service to large industrial/Educational Institutions with annual contract values of not less than Rs.2.00 crore in-respect of each institution. Proof should be enclosed.  
  
(b) Besides a list containing all the running contracts for providing security services irrespective of annual contract value, should also be enclosed. Proof should be enclosed.
5. The Tenderer should have registered with Employees Provident Fund Organisation, Employees State Insurance Corporation and Central Excise Department for Service Tax. Proof of Registration should be enclosed.
6. The Tenderer should enclose a copy of Audited Balance Sheet with profit and loss account duly certified by a Chartered Accountant for the last three Financial years (ie) 2011-12, 2012-13 and 2013-14 along with Income Tax Return for the respective years.
7. Tenderer shall submit an affidavit that no penalty was paid by the tenderer for violation of any of the Labour Laws since April 2010 to date. If the information given is found to be false, the tender will be summarily rejected or contract, if entered, will be terminated without further reference. The right of the University is reserved in this aspect.
8. The Tenderer must be an ISO 9001:2008 certified company. Proof should be enclosed. The Certificate should be valid atleast on the closing date of this tender.
9. The Tenderer should have the capacity currently to handle Patrolling Management Software, CCTV arrangements, Bio Metric Access Control System, etc. Documents showing current experience in handling Patrolling Management Software, CCTV and Bio Metric Access Control System etc should be furnished. University reserves its right to verify the factual position in this regard. The shortlisted Tenderer may be asked to demonstrate the above facilities before the University Officers in order to assess tenderer's capability. Proof should be enclosed.
10. The Competing tenderer should have a licence to provide security services, issued by the Central or State or Union Territory Government authorities and should enclose a copy of such licence along with the Pre-qualification bid.

## 11. Other Conditions

- (i) Other things being equal among the successful pre-qualification bids, the tenderer with better technical qualifications would be preferred at the time of evaluating the financial bid, notwithstanding the rate quoted for providing Security Services.
- (ii) The details as to the documents relied upon by the tenderer and mentioned in the Pre-qualification bid/Technical bid shall be specifically referred to by mentioning the Page No. in the relevant column of the Pre-qualification bid. The general statement as to “Enclosed” shall be avoided.
- (iii) The Pre-qualification bid / Technical bid shall contain a check list about the details furnished, by referring to the Page No. and with declaration of the tenderer as follows: “Certified that all the pages of this tender document alongwith enclosures are serially numbered and contains ..... pages only”. The check list should be prepared by the tenderer and enclosed as stated above.
- (iv) All the documents attached to the tender document should be self attested with the seal of the tenderer. All the pages of the Tender documents should be signed by the Tenderer.
- (v) The Tenderer interested in providing the security services should submit sealed Tenders in dual cover as given below:
  - a. **Cover No.1** with superscription “Pre-Qualification Bid/Technical Bid” should contain papers in support of the above Pre qualification requirements with Demand Drafts towards cost of tender documents and EMD as stated above.
  - b. **Cover No.2** with superscription “Financial Bid” should contain the financial bid.
  - c. Both the covers should be **put in another cover**, sealed and **superscribed as “Tenders for providing Security Services”** should either be deposited in the Tender Box kept open in the Office of the Registrar, Pondicherry University or addressed to the Registrar, Pondicherry University, R.V. Nagar, Kalapet, Puducherry 605 014 so as to reach the Registrar through Registered Post or Courier on or before **03.8.2015 by 3.00 p.m.** Late tenders will not be considered. Pre Qualification bid / Technical bid and Financial bid should be kept in a separate cover. In case both Pre Qualification bid / Technical bid and Financial bid were kept in a single closed cover the same will not be considered.

- (vi) All additional details as required in the tender conditions should be attached with the tender documents and all the pages of the tender documents alongwith such enclosures should be serially numbered by the tenderers. Tenderers should certify the total number of pages contained in the tender documents as indicated in the Pre Qualification Bid and shall also enclose a declaration to that effect.
- (vii) Pondicherry University reserves the right to accept or reject any tender without assigning any reason thereof in the interests of the University.
- (viii) If the cover superscribed "Pre-Qualification Bid/Technical Bid" does not contain any of the details required and proof thereof, the tender of such Tenderer shall summarily be rejected. If any of the required details furnished by the tenderers proved to be false at a later date, the tender/agreement will be cancelled forthwith.
- (ix) Tenderers are required to read carefully all the Terms and Conditions at Annexure A with respect to
  - A. Scope of work
  - B. Tenderer's representations and warranties
  - C. Tenderer's covenants
  - D. Payment Terms
  - E. Termination
  - F. Post termination responsibility of the Tenderer
  - G. Non-exclusive
  - H. Arbitration.
  - I. Agreement
- (x) Earnest Money Deposit (EMD) of Rs.6,00,000/- (Rupees six Lakh only) and the cost of tender documents in the form of Demand Drafts drawn in favour of the Finance Officer, Pondicherry University, Puducherry, payable at Puducherry (and if exempted from payment of EMD, a copy of the exemption certificate duly self attested should be enclosed) shall be submitted along with Pre-Qualification Bid/Technical Bid and not with Financial Bid.
- (xi) Tenders will be opened on **03.8.2015** by **3.30 p.m.** only and the pre-qualification bids will be opened on the same day in the presence of the available tenderers/authorized representatives. Estimated tendered cost is about Rs 3,00,00,000/-(Rupees three crore only) per year. The date of opening of financial bid of the pre qualified tenders will be intimated later.

**Tender process contains two stages as detailed below:**

**Stage I:**

Opening of Pre-qualification/Technical Bid

**Stage II:**

Opening of Financial Bid including comparative assessment as to the handling of Patrolling Management System, CCTV and Bio-Metric Access Control System.

**Stage I:**

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

**Stage II:**

Financial bids of such shortlisted tenderers in the Pre-Qualification Bid/ Technical Bid alone, will be opened on the date to be communicated to the shortlisted tenderers, in the presence of available such tenderers/their authorized representatives and evaluated. The evaluation process includes the assessment at site if necessary as to the handling of Patrolling Management System, CCTV and Bio-Metric Access Control System etc. by the shortlisted tenderers. Based on evaluation of Financial Bid, the successful tenderer will be selected. While evaluating the financial bids, mere quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance. The University reserves its right to evaluate the financial bid comprehensively on the basis of better technical qualifications.

The successful tenderer shall furnish an irrevocable and unconditional bank guarantee for Rs. 25,00,000/- (Rupees twenty five lakh only) towards Performance Guarantee and sign an agreement. The amount of Performance Guarantee will be forfeited in case the Tenderer breaches the terms of contract, discontinues his services without prior notice/any loss is incurred by the Pondicherry University due to security lapse.

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

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

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

**REGISTRAR**

**Terms and Conditions for providing Security Services in the campus of the  
Pondicherry University located at R. Venkataraman Nagar, Kalapet  
Puducherry, Pondicherry University, Community College Lawspet and  
Pondicherry University campus at Karaikal**

**A. SCOPE OF WORK**

1.01 The selected Security Tenderer will enter into an agreement with the University and deploy security personnel for providing Security Services for Pondicherry University Campus located at R. Venkataraman Nagar Kalapet, Puducherry, Pondicherry University Community College, Lawspet and the Pondicherry University Campus at Karaikal, to work in three shifts of eight hour duration, every day. The shifts will be as under:

1. 'A' Shift – 0600 hrs to 1400 hrs
2. 'B' Shift – 1400 hrs to 2200 hrs
3. 'C' Shift – 2200 hrs to 0600 hrs
4. The Contractor should deploy women security guards for the women's hostels in the PU Campus.

**1.02 SECURITY OFFICERS AND ASSISTANT SECURITY OFFICER**

1.02 The Security Officers and Assistant Security Officers will have the following qualifications / standards:-

- a) Should be healthy, smart with good physical bearing.
- b) Should have had training in handling standard firefighting equipment.
- c) Be able to maintain documents as per the security guidelines of the Pondicherry University and the instructions of the staff of Security Wing, Pondicherry University.
- d) They should have work experience of atleast 3 years in security assignment in similar organization.
- e) No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the Armed Forces of the Union, State police organization, Central or State Governments or in any private security shall be employed or engaged by the Tenderer.



f) Two Security Officers one for day duty & one for Night duty and 10 Assistant Security Officers per shift of eight hour duty per day and 90 security guards per shift of eight hour duty per day will be deployed. They should be in the age group of 30 – 50 years and with a minimum qualification of Bachelor's degree/served in armed forces/Paramilitary forces not below the rank of JCO in case of Ex-serviceman or equivalent in other cases. Besides, one four wheeler and six two wheelers should be deployed for round the clock patrolling.

1.03 The security Guards will have the following qualifications / standards:-

- a) Should have a minimum educational qualification of 10<sup>th</sup> Std.
- b) Should be in the age group of 25 – 45 years
- c) Should be healthy, smart with good physical bearing.
- d) Should have had training in handling standard firefighting equipment.
- e) Be able to maintain documents as per the security guidelines of the Pondicherry University and the instructions of the staff of Security Wing, Pondicherry University.
- f) All Security Guards posted must be able to communicate in English of which atleast 30% of the guards must be able to communicate in Tamil also.
- g) They should have work experience of atleast 2 years in security assignment in similar organization.
- h) No person who has been convicted by a competent court/who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the Armed Forces of the Union, State police organization, Central or State Governments or in any private security shall be employed or engaged by the Tenderer.

1.04 Duration of the contract shall be for one year subject to quarterly appraisal and review by the University authorities and in case the job performed is not found to be satisfactory, the contract shall be terminated by giving notice of three months to this effect. However, the contract can also be terminated by giving a written notice of three months by either side. A record of every lapse small or big will be maintained by the Pondicherry University & a weekly meeting with the representative of the Contractor and Officer on Special Duty (Vigilance & Security) (OSD (V&S)) will be held and minutes of the same recorded for compliance. A monthly meeting with the Branch Manager of the contractor will be held for follow-up actions.

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

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

- 2.01 He has full capacity, power and authority to enter into an Agreement and during the continuance of this Agreement, will 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 will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all Governmental and other necessary approvals/consents/licenses in all applicable jurisdictions) AND to authorize the execution, delivery and performance of this Agreement.
- 2.02 He has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent Facility staff, systems, equipment and procedures and capability to duly perform its obligations in accordance with the terms of the Agreement and to the satisfaction of the University, provided, however, that the Pondicherry University's judgment as regards the quality and skills of the Tenderer and his Facility Staff shall be final and binding on the Tenderer.
- 2.03 The execution of the Agreement and providing services hereunder by the Tenderer to the Pondicherry University does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the Tenderer with any third parties.
- 2.04 No Security Guard who has performed duty during night shift will be permitted to perform duty immediately in the following day-shift of the next day. Continuous overtime deployment of more than 8 hours is not allowed.
- 2.05 Tenderer shall abide by all laws of the land including, Labour Laws (ESI, PF, Bonus, Income Tax or any other extra taxes levied by the Government), Companies Act, Tax Deduction liabilities, Welfare measures of his employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Tenderer, and it shall not involve the Pondicherry University in any way what-so-ever.

- 2.06 The selected Tenderer shall submit an irrevocable and unconditional Bank Guarantee for Rs.25,00,000/- (Rupees twenty five lakh only) in favour of Finance Officer, Pondicherry University towards Performance Guarantee for due compliance of contract obligations to the satisfaction of the Pondicherry University and to make good any loss or damage caused to the Pondicherry University owing to acts in pursuance/violation of terms herein. The Bank Guarantee will be valid for a period of at least 18 months from the date of commencement of the contract. In case the period of contract is extended based on performance appraisal beyond one year, the validity of Bank Guarantee should also be extended as may be required by the University.
- 2.07 The selected Tenderer shall arrange to have a Branch Office in Puducherry, if not already existing.

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

- 3.01 The selected Tenderer will issue detailed working instructions to their Supervisory Staff and Security Guards which will be got approved by the OSD (V&S) / Registrar, Pondicherry University. This, inter-alia, implies that each individual should know his responsibilities.
- 3.02 The Tenderer shall supply uniforms (all weather) with Name plates to the persons engaged by him. The Pondicherry University shall not allow any employee of the Tenderer to work inside the Pondicherry University without uniform except in cases wherein specially asked for.
- 3.03 The Tenderer shall provide, one four wheeler and six two wheelers for round the clock patrolling. The Tenderer should give necessary operative support to OSD (V&S) when Security Management Software, CCTV arrangements, Bio-Meteric Access Control System are made or any other new systems are introduced by the University without any extra demand for payment.
- 3.04 Bio-data with passport size photographs in respect of all security personnel detailed for duty will be submitted to the OSD (V&S), Pondicherry University within 15 days of signing the agreement. Antecedent Verification Certificate issued by the Police in respect of each staff of Tenderer should be submitted to the OSD (V&S)/Registrar Pondicherry University by the Tenderer.

- 3.05 Roll call of all shifts will be conducted in the respective Administrative Buildings of the Pondicherry University viz Main campus, Community College Lawspet and the University campus at Karaikal under the supervision of Security Officer/Asst. Security Officer who will report to the OSD (V&S). Roll call will fall in at least 30 minutes before commencement of the shift. Security Guards will be checked for their proper turnout, shave and haircut.
- 3.06 If any Security Guard is found not alert or away from his duty post without valid reason, that duty period will be treated as absence. The cumulative period of absence of all such defaulters will be converted into man hours / man days at the end of the month and will be reflected as disallowance in the monthly bill, besides levy of penalty for such lapses.
- 3.07 In the event of any misdemeanor like sleeping during duty, being under the influence of liquor/drugs or indecent or insolent behavior by any Security Guard or Supervisory Staff, such personnel will be removed from duty immediately and shall not be deployed at the University in future. This condition will apply also to those personnel found abetting with another person in any sorts of misdeeds.
- 3.08 Security personnel on off duty will not be allowed to visit any duty posts.
- 3.09 The right to increase/decrease the strength of security personnel posted at any time, rests with the Pondicherry University.
- 3.10 The following documents will be maintained by the Security Officer of the Tenderer:-
- a) Daily Attendance Register
  - b) Guard Checking Register
  - c) Daily Orders Register
  - d) Occurrence Register
  - e) Roll Call Register - By the Asst Security Officer
  - f) Beat Book - By the respective Security Guard

**Note:** The Stationery for the above documentation will be provided by the Tenderer. These documents will be put up to the OSD (V&S) / Registrar, Pondicherry University as and when required by OSD (V&S) / Registrar / any other officers authorized.

- 3.11 Uniforms, Gum Boots, Torch lights, Whistles, Lattis, Raincoats, Name plates and Bi-Cycle for the Security Personnel will be provided by the Tenderer. Uniforms will NOT be of Kaki or Olive Green colour. The Tenderer may provide mobile phones to all the security personnel with closed user Group facility.
- 3.12 There shall be periodical surprise checks of Guards by supervisory staff of the Tenderer during day and night. OSD (V&S) / Registrar of Pondicherry University shall be informed about such checks. The details of such checks shall be reflected in the Guard Checking Register and reported to OSD (V&S) in writing daily.
- 3.13 The Asst Security Officer posted will make frequent rounds of all posts during their tenure of duty. Instructions for these rounds will be taken in person from the OSD (V&S). They will report to the OSD (V&S) if there is anything to report or otherwise every two hours and maintain a log of these reports in the Occurrence Register.
- 3.14 The selected Tenderer will forfeit the Performance Gurantee for Rs.25 lakh furnished in the form of an irrevocable and unconditional bank guarantee, in case the Tenderer discontinues their service without prior notice/any loss is incurred to the Pondicherry University properties due to security lapse.
- 3.15 In case of any loss/damage caused, not due to natural calamities, or an Act of GOD, to the property of the University where the complicity or laxity of the Security Personnel of the Tenderer is suspected, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by the contractor. If, after enquiry, it is not able to pinpoint the responsibility, the decision of the Registrar, Pondicherry University will be final and binding on both parties.
- 3.16 It shall be binding on the Tenderer and their staff that, during their association with the Pondicherry University, if they are given, prepare, produce or otherwise receive any drawings, samples, prototypes, products, equipment or knowledge of such items, NOT to divulge the same to any party private or public. Such activities will attract immediate termination of this agreement with appropriate compensation to the Pondicherry University.

- 3.17 **Period of contract:-** The period of agreement will be for one year from the date of award of the contract/acceptance by the Pondicherry University. However, the contract can be renewed for additional 2 years on yearly basis based on a performance appraisal by the Registrar.
- 3.18 **Leave Relief:** No person shall be sent on leave unless, cleared by the OSD (V&S). In all such cases, relief will be positioned prior to sending the personnel on leave.
- 3.19 The selected Tenderer shall immediately notify the Pondicherry University in writing of the occurrence of any event which may result in or which may give reason to believe that there may be work stoppage, slowdown, Student unrest, strike, any labour related disruption of its own staff, impediment or disruption in the due performance of the obligations of the Tenderer under this Agreement.
- 3.20 The Tenderer also agrees that in the event of any such work stoppage, slowdown, labour dispute/student unrest, strike, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in this Agreement, the Pondicherry University may at its sole discretion terminate this Agreement forthwith.
- 3.21 The Security personnel provided should be personnel of high integrity and confidence. Antecedents verification certificate issued by the police in respect of each staff of the Tenderer should be submitted to the OSD (V&S) / Registrar, Pondicherry University by the Tenderer.
- 3.22 The selected Tenderer shall be responsible and liable for and shall indemnify Pondicherry University and keep the Pondicherry University indemnified, safe and harmless at all times, against:-  
Any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature, whatsoever made or instituted against or caused to or suffered by Pondicherry University directly or indirectly by reason of:-
1. any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations hereunder, service, act or omission of or by the Contractor and / or any of his Staff, and/or
  2. any theft, robbery, fraud or other wrongful act or omission by the Tenderer and / or any of his Staff.

- 3.23 The Tenderer shall not appoint any Sub-Tenderer to carry out any obligation under the contract.
- 3.24 The Tenderer shall take day to day instructions from the OSD (V&S) or his Deputy in his absence.
- 3.25 The Tenderer shall be responsible for all injuries and accidents to persons employed by him. He will also cover his personnel for personal accident while performing the duty. The cost of such insurance to the security personnel should be borne by the tenderer and this will not be reimbursed by the University.
- 3.26 The Tenderer shall be responsible for the good conduct and behavior of his employees. If any employees of the Tenderer is found misbehaving with the supervisory staff or any other staff member / student of the Pondicherry University, he shall terminate the services of such employees on the recommendation of the OSD (V&S) or any other officer designated by the Registrar of Pondicherry University. The Tenderer shall issue necessary instructions to its employees to act upon the instructions given by the supervisory security staff of Pondicherry University.
- 3.27 The scope of work, description and the terms and conditions maintained herein above are only indicative and not exhaustive and the Tenderer shall meet any other requirements of Pondicherry University from time to time, relating to the Security of Pondicherry University.
- 3.28 Detailed orders in respect of additional duties and responsibilities of Security Officers, Asst. Security Officers and Security Guards will be issued by the OSD (V&S) to the Tenderer.

#### **D. PAYMENT TERMS**

- 4.01 The security personnel should be paid at the following rates.
1. Security Officer: Rs.20,000/- per month for day duty or Night duty (Consolidated)
  2. Assistant Security Officers: Rs.15,000/- per month (Consolidated) for a shift of 8 hours duty per day and
  3. Security Guard: Rs.309/- (Basic Rs.170 + Variable DA Rs.139) each per shift of eight hour duty per day as per the Minimum Wages Act as approved by Government of India in respect of Watch & Ward without arms for Puducherry Area. Whenever Government of India revises the minimum wages, such revised wages will be applicable.

4. The Contractor should make payment to the Security personnel at the above rates for the period actually employed in a month. The above rates mentioned under Sl. Nos. 1, 2 and 3 for regular and overtime duty will be the Base Rate on which the agreed percentage of Service charges payable to the contractor are to be calculated.
  5. The above base rate/minimum rates of wages include also the wages for weekly day of rest.
- 4.02 Monthly payment of wages to Security Guards includes (a) Basic + VDA and (b) Bonus at the rate of Rs.291.66 per month per security guard to be paid by the Tenderer along with the monthly wage. Bonus will not form part of the Base Rate for the purpose of calculation of service charges but will form part of the monthly wages. 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.
- 4.03 Payment made by the contractor as mentioned above will be reimbursed by the University.
- 4.04 **Payment towards employer's contributions for EPF and ESI will NOT BE REIMBURSED by the University. IT IS THE RESPONSIBILITY OF CONTRACTOR TO PAY EMPLOYER'S CONTRIBUTIONS TOWARDS EPF AND ESI FOR THE SECURITY PERSONNEL ENGAGED UNDER THIS CONTRACT.**
- 4.05 PAYMENT OF SERVICE CHARGES TO THE CONTRACTORS: Monthly Service charges to the contractor will be paid by the University at the agreed percentage calculated on the Base Rate as detailed at para 4.01.4 above.
- 4.06 (a) The contractor should prepare a wage bill register every month containing the following details.
1. Name
  2. Designation
  3. ID No.
  4. EPF No.
  5. ESI No.
  6. No of days worked
  7. Basic
  8. Variable DA
  9. Total = Basic + variable DA x No. of days
  10. Actual bonus



11. Gross [9+10]
  12. Recoveries
    - i. EPF
    - ii. ESI
    - iii. Rent for accommodation
    - iv. Advance, if any
    - v. Uniform
    - vi. Penalty/fine, if any, etc
  13. Net payment [11-12]
- (b) Similar wage bill for the overtime duty should also be prepared by the contractor.
- (c) The contractor should recover the eligible amount of contribution towards EPF/ESI organizations, from the employees and remit the same to the respective organizations along with the eligible amount of Employer's portion of the contributions as per rules and submit proof thereof. In respect of wages relating to overtime duty, employees portion of EPF should not be recovered as per the existing Rules. If the amount remitted by the contractor is less than the eligible amount relating to Employees and Employer's Contribution to the EPF & ESI organizations, such amount will be withheld from the monthly claim made by the contractor for service charges.
- (d) The contractor should pay to his employees by the 5<sup>th</sup> day of the next month, to the month of employment. The contractor should submit the following claims to the University on or before the 10<sup>th</sup> day of the month for
- (A) Reimbursement of the wages paid to the Security personnel
  - AND
  - (B) Payment of Service Charges
- (A) Claim for Reimbursement of the wages paid should be submitted to the University with the following documents.
- i. Wage bill registers for regular duty and overtime duty
  - ii. Copy of Bank advice memo for crediting to the individual SB account of the security personnel
  - iii. Any other documents/proof as required by the Registrar/OSD(V&S) for verification.
- (B) Claim for the Payment of Service Charges should be submitted to the University with the following documents:
- i. Calculation sheet showing the Total amount of Service Charges payable.
  - ii. Details of payment made to EPF & ESI organizations alongwith proof of payment towards both Employees and Employer's Contribution towards EPF & ESI in respect of the Security Personnel for the month for which Service charges are being claimed.

The contractor should ensure that the net amount as per the wage bill registers agrees with the amount deposited with the respective SB a/c of all the security personnel. The contractor should furnish a certificate in the claim, to the effect that details of net amount as per the Registers agrees with the total amount credited as per the Bank Advice Memo to the respective SB a/c of the security personnel. Difference, if any, between the Net amount payable to the security personnel and amount credited to the Bank for disbursement to the respective SB accounts of the Security personnel, will be withheld from the claim of reimbursement.

- iii. The University will, after verification of the claim for its correctness, make payment within five working days after the date of receipt of the claim from the contractor.
- 4.07 The contractor should open a current account for the contractor and cause to open separate SB Accounts to each of the security personnel employed by the contractor for the University with Indian Bank located within University campus at Kalapet, Puducherry 605 014 and payment should be made to the employees only thro' such SB accounts. No cash payments should be made to any security personnel whether it is wages or advance. Such payments will not be considered by the University.
- 4.08 (a) In the Financial bid, tenderers are requested to quote a percentage rate over the base rate towards their service charges covering all their incidental charges as per terms including employer's portion of EPF and ESI contributions, etc and Profit Margin. This percentage rate of service charges will be taken for comparison among tenderers for acceptance of tender. While evaluating the financial bids, mere quoting low rates alone will not confer any right to such tenderer seeking acceptance. The University reserves its right to evaluate the financial bid comprehensively on the basis of better qualifications. This percentage rate will be applied on the Base Rate only as detailed in para 4.01.4 above. Bonus and Employer's contribution towards EPF and ESI along with administrative charges, if any, will not be taken into account for computing the service charges. Service Tax will not be paid by the University as the University is exempted from payment of Service Tax.
- (b) Quoting unworkable rate of service charges will not be considered and is liable to be rejected. The decision of the Registrar in this regard will be final and no further correspondence will be entertained.
- 4.09 a. Tenderers are requested to contact the EPF Organisation and ESI Corporation to assess the quantum of liability towards employer's contribution towards EPF and ESI before quoting the Rate for Service

Charges. Service charges so agreed will cover all liabilities of the tenderer as per terms and conditions of contract including employer's contributions towards EPF, ESI with administrative charges, provision of mobile phones, one four wheeler, six motor cycles, torch lights and all other accessories as per these conditions.

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

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

4.10 a. The tenderer should **NOT** recover any amount from the wages payable to the security personnel **OTHER THAN**

- i. Employees portion of EPF / ESI as per rules
- ii. Towards penalty/fine, if any, imposed on account of lapse/failure, etc on the part of the security personnel relating to his/her duties/works
- iii. Towards recovery of advances, if any, already made to the security personnel by the tenderer.
- iv. Rental for the accommodation provided to the security personnel
- v. Charges for Uniform, if any.

b. In case, the tenderer makes payment to any security personnel in the nature of Advances, such as Personal Advance, Festival Advance, etc., such payments should be made only through the SB account of the respective security personnel. No cash payment should be made in this regard. Details of such advance payments made should be furnished every month to the Registrar/OSD(V&S) for verification of recoveries shown the Wages Bill Register.

4.11 During the currency of contract, in case, the Government of the India increases daily wages from the present rate, the increased rates will be paid. No increase in amount, other than the minimum wages in the present rate as increased by Gol will be considered by the University. Under any circumstance, the percentage of Service Charges quoted and accepted in the tender will not be affected by this variation.

4.12 Pondicherry University shall be entitled to set off against and deduct and recover from the service charge and any other sums payable by Pondicherry University to the contractor at any time, tax, levy or any other amount whatsoever which may be required to be deducted by order of any Court/Authority under any law now in force or which may

come into force during the currency of this Agreement as also any and all amounts which may be or become payable by the Contractor to Pondicherry University under this Agreement.

- 4.13 The contractor shall pay its employees wages at the rates as agreed upon in the contract as stated above.
- 4.14 The University may provide accommodation at its discretion on rental basis in any building in the University Campus for use of the contractor and his personnel for all purposes of Contract including for maintenance and custody of all forms, Records etc., of daily events, activities & particulars of Service as per this Contract. Said papers as also said premises for accommodation given for such use are to be returned to the University in the event of termination of this contract in good condition lest replacement cost shall be recovered from payment of final dues. Accommodation of unauthorized personnel is strictly forbidden and amounts to breach of Contract terms leading to relevant consequences.
- 4.15 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 contractor for any purpose including any claim, disputes, rights & duties etc between the contractor and his personnel. The University will not be responsible or liable to pay any sum or do any act or obligations under law like EPF, ESI, Gratuity, Leave Salary, Bonus or any statutory deductions etc., to the said personnel of the contractor and contractor alone shall be responsible and liable for all such obligations. The Security Personnel whose services are provided by the contractor shall at all times and for all purpose be regarded as employees of the contractor who shall also be responsible for necessary service benefits due to the Security Personnel as per rules/Laws applicable in such cases.
- 4.16 The contractor shall alone be responsible & entitled to act in pursuance of this Contract and the contractor shall not directly or indirectly transfer, assign or makeover any rights and obligations of the contract or any part thereof to any other persons.
- 4.17 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, the contractor shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by the University.

- 4.18 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 contractor shall give proper training to all the security personnel considering the varied nature of work in the University Campus.
- 4.19 All such Security Personnel deployed for 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.
- 4.20 The contractor 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).
- 4.21 The contractor shall ensure effective Supervision of 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. Periodical patrolling is considered essential.
- 4.22 the security personnel shall carry out such other legitimate duties as are entrusted to them from time to time. They shall check the movement of materials and maintain systematic and up to date records and keep proper log book/control of movement of personnel and material entering or leaving the premises.
- 4.23 The vehicle shall be permitted to enter into the campus 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 security 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 documents, and the authorized signature shall be verified at the gate. The security 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 OSD (V&S) for endorsement every day. Any violation / breach is to be reported at once to the OSD/Registrar.

4.24 Penalties will be levied as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments i.e Reimbursement of wages and Payment of Service Charges.

<b>Lapses</b>	<b>Maximum limit of penalty (Per occasion / per day)</b>
• Cattle entry	Rs.2,000/-
• Absence / Non-functioning of mobile phone	Rs.500/- (Per phone)
• Absence of Patrolling vehicle (Four/two wheeler) per day	Rs.500/- (Per vehicle)
• Keeping Main gate open from 10 pm to 6 am	Rs.5000/-
• Unauthorised entry of Vehicles/outside	Rs.500/- (Per entry)
• Guards found sleeping on duty/ Other kinds of negligence of duty	Rs.1000/- (Per guard)
• Non-manning of duty posts (Unauthorised Absence of guards / ASO)	Rs.1000/- (Per Guard/ASO)
• Misusing of official telephone or computer recovering the actual cost of misuse)	Rs.1000/- (in addition)

Any other lapse not covered above to be decided by the University, keeping in view of the seriousness and gravity of the lapse.

4.25 All correspondence regarding security arrangements & payment of bills etc., or any other matter shall be done only with the Registrar of the University through OSD (V&S) or authorized person.

## **E. TERMINATION**

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

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

#### **F. POST TERMINATION RESPONSIBILITY OF THE CONTRACTOR**

6.01 Upon termination of this Agreement, the contractor shall immediately deliver to Pondicherry University all the Documents and any/all data, held by it and which are in possession/custody/control of his staff, to Pondicherry University. The contractor shall also forthwith remove all his staff together with his machines/equipment whatsoever from the premises of Pondicherry University in a phased manner as directed by the University. This is further subject to the fact that Pondicherry University may at its option direct the contractor to finish any particular work/works which may at the date of termination be outstanding.

6.02 Any breach of the obligation or delay in its implementation shall without prejudice to Pondicherry University's other rights at law will, result in levy of compensation at the rate of Rs.10,000/- per day with interest thereon at the rate of 18% per annum. This amount may without prejudice to all other rights of recovery vesting by law in Pondicherry University be, also recovered from the outstanding amounts, if any, of the contractor which may at the date be outstanding and remain in the hands of Pondicherry University.

#### **G. NON EXCLUSIVE**

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

#### **H. ARBITRATION**

8.01 In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or

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

## **I. AGREEMENT**

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

**REGISTRAR**

**Signature**  
**Authorized representative with Seal**



**PONDICHERRY UNIVERSITY  
TENDER FOR PROVIDING SECURITY SERVICES  
PRE QUALIFICATION BID/TECHNICAL BID**

Sl. No.	Details to be enclosed for verification	Whether proof is enclosed pl say YES if enclosed and "NO" if not enclosed (Please indicate reference page No of the tender document page No.)	
1	Tender documents have to be downloaded from the website of the University and a Demand Draft towards cost of tender for Rs.1500/- (Rs. One thousand five hundred) + 4% VAT drawn in favour of Finance Officer Pondicherry University, Puducherry payable at Puducherry has to be enclosed (If exempted from payment of cost of tender document a copy of exemption certificate issued by a Competent Authority duly attested should be enclosed)	Demand Draft No..... Name of the Bank with Branch .....	Yes / No Page No.
2	A Demand Draft for Rs.6,00,000/- (Rupees Six Lakh only) towards Earnest Money Deposit drawn in favour of Finance Officer Pondicherry University, Puducherry and payable at Puducherry. The Demand Draft Should have been drawn after the date of call of the Tender. <b>(If exempted from payment of EMD, a copy of the Exemption certificate issued by a Competent Authority duly attested should be enclosed)</b>	Demand Draft or Bank Guarantee No..... Name of the Bank with Branch .....	Yes / No Page No.

3	Proof for having experience of providing Security Services to large Industrial/Educational Institutions like IIT etc at least in all the preceding five years* from the year 2010-11. Please furnish the following particulars in the proforma given below:				
	<b>Sl. No.</b>	<b>Year</b>	<b>Name of the Institutions with Address</b>	<b>Annual Contract value (Rs. in lakh)</b>	<b>Copy of proof should be enclosed. (Please indicate page No of the tender document)</b>
	1.	2010-11			
	2.	2011-12			
	3.	2012-13			
	4.	2013-14			
	5.	2014-15			

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

4 (a)	Proof showing that the Tenderer is having at least three running contracts for providing security Service to large Industrial/Educational Institutions with annual contract value of not less than Rs. 2.00 crore in respect of each institution.			
Sl. No.	Name of Institution with address	Period of contract	Annual Contract value (Rs. in lakh)	Copy of proof should be enclosed. (Please indicate Page No of the tender document)
1				
2				
3				

4 (b)	Besides, a list containing all the running contracts for providing security services other than the above, irrespective of annual contract value should also be enclosed in the following proforma			
Sl. No.	Name of Institution with address	Period of contract	Annual Contract value (Rs. in lakh)	Copy of proof should be enclosed. (Please indicate Page No of the tender document)
1				

If space provided is not sufficient separate sheet may be enclosed

5	Details of proof for registering with EPF, ESI and Central Excise Department			
	<b>Sl. No.</b>	<b>Details</b>	<b>Registration No.</b>	<b>Attested copy of proof for Registration to be enclosed (Please indicate Page No of the tender document)</b>
	1	Employee's Provident Fund organization		Yes/No Page No.
	2	Employee's State Insurance Corporation		Yes/No Page No.
	3	Central Excise Department for Service Tax		Yes/No Page No.
6	Copy of the audited balance sheet with profit and loss account duly certified by the Chartered Accountant for the last three financial years viz 2011-12, 2012-13 and 2013-14 along with the Income Tax return for the respective years may be furnished. Please indicate the page no. of the tender document.		<b>Page No. for</b> <b><u>Balance Sheet and</u></b> <b><u>IT return</u></b> <b><u>P&amp;L Account</u></b> Yes or No. Year :       2011-12 2012-13 2013-14	
7	An affidavit to the effect that no penalty was paid by the tenderer for violation of any of labour laws since April 2010 to date, should be enclosed. (Please indicate Page No of tender document)		Yes or No Page No.	

8	The Tenderer should be an ISO 9001:2008 certified company. Certificate should be valid as on the closing date of the tender.	Yes or No Page No.
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9	Documentary proof showing present experience in handling Patrolling Management Software, CCTV arrangement and Capacity to handle Bio-metric Access Control System. Information may be furnished in the following proforma.			
	Technology being used	Institution where it is used at present	Please list out the details of equipment being used at present. Copy of the latest daily reports being generated for each client may be furnished. If required, information may be furnished in separate/additional sheets. Please indicate Page No also	Certificate issued by the Institution where the technology is being used should be enclosed. [Please indicate the relevant Page No. also]
	Patrolling management system			
	CCTV			
	Bio-metric Access Control System			

10	Licence issued by authorities of Central or State or Union Territory Government to provide Security services	Copy of the Licence may be enclosed. (Please indicate page No of the tender document)
	Yes / No	If Yes, Proof may be enclosed

**Signature of the Tenderer  
with Official Seal**

**PONDICHERRY UNIVERSITY  
TENDER FOR PROVIDING SECURITY SERVICES  
FINANCIAL BID**

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

Tenderers are requested to carefully study the Terms and Conditions with particular reference relating to payment terms vide Para 4 of Annexure 'A' and quote the percentage rate over the Base Rate as per the terms and conditions towards their Service charges, in the schedule given below. Service charges so quoted shall cover all liabilities/incidental expenditure in providing security services, and all other liabilities of the tenderer including payment of employer's portion of contribution to EPF & ESI organizations as per the existing rules, by the tenderer, which will not be reimbursed by the University as per the conditions of the tender. This percentage rate of service charges will be taken for comparison among the participating tenderers, for selection of the Tenderer. While evaluating the financial bid, mere quoting the lowest rate alone will not confer any right to such tenderer seeking acceptance. The University reserves its right to evaluate the financial bid comprehensively on the basis of better technical qualification.

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

**Schedule**

Sl. 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**