



## **PONDICHERRY UNIVERSITY**

Venkataraman Nagar Kalapet Puducherry-605 014

### **NOTICE INVITING TENDER FOR SECURITY AGENCIES**

Pondicherry University invites sealed tenders under two bid system from reputed security agencies for ensuring safety and providing security arrangements in the campus of the Pondicherry University located at R. Venkataraman Nagar, Kalapet, Puducherry – 605 014, Community College (Lawspet) and Karaikal Centre for a period of one year and the contract can be renewed for additional two years on yearly basis on performance appraisal. The Tender forms can be downloaded from the University Website: [www.pondiuni.edu.in](http://www.pondiuni.edu.in). and submitted along with Demand Draft for an amount of Rs.3,000/- + VAT 4% drawn in favour of the Finance Officer, Pondicherry University, payable at Puducherry. Tender documents can also be obtained on production of the Demand Draft for required amount from the Information Facilitation Counter in the University Administrative buildings on all working days, up to 27-9-2013 3.00 p.m. For further details please visit our Website.

#### **Last Date:**

Submission of Tender	:	30-9-2013 3.00 p.m.
Opening of pre qualification bids	:	30-9-2013 3.30 p.m.
Opening of Financial bids	:	03-10-2013 3.00 p.m.

**REGISTRAR**



## PONDICHERY 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 personnel (approximate requirement Security Officer: 1 General Shift, Assistant Security Officers: 10 per shift of eight hour duty per day and Security Guards: 75 per shift of eight hour duty per day) for ensuring safety and providing security arrangements in the campus of the Pondicherry University located at R. Venkataraman Nagar, Kalapet, Puducherry, Community College at Lawspet and Karaikal Centre for a period of one year (renewable for additional 2 years on yearly basis on performance appraisal). The requirement may vary plus or minus 25% of the estimated requirement mentioned above. Terms and Conditions for providing security arrangements are in Annexure 'A'. The agencies who fulfill the following requirements only are eligible to participate in the tender:

### **Essential Pre-qualification Criteria**

The Security Agency should

1. in case when tender documents are downloaded from the website of the University enclose a demand draft for Rs.3000/- + 4% VAT towards the cost of tender document drawn in favour of Finance Officer Pondicherry University, Puducherry and payable at Puducherry
2. enclose a demand draft for Rs.50,000/-towards Earnest Money Deposit drawn in favour of Finance Officer Pondicherry University Puducherry and payable at Puducherry
3. have registered with Central/State Government for engaging a minimum of 250 Security Guards.
4. have experience in providing security services to large Industrial/Educational Institutions after registration at least in the preceding five years from the year 2008-09,
5. have at least three running contracts for providing security service to large industrial/Educational Institutions with annual contract values of not less than Rs.75 lakh in-respect of each institution

6. have registered with Employee's Provident Fund Organisation, Employees State Insurance Corporation, Central Excise Department for Service Tax and Income Tax Department.
7. enclose a copy of Audited balance sheets with profit and loss account for three years 2010-11, 2011-12 and 2012-13.

(In respect of Sl. No. 3 to 7 copy of proof should be enclosed)

Desirable: Capacity to handle Patrolling Management Software, CCTV arrangements, etc.

The Agency interested in providing the security services may submit sealed Tenders in dual cover; Cover No.1 with superscription "Pre-Qualification Bid" containing papers in support of the above essential Pre Qualification Criteria and Cover No.2 with superscription "Financial Bid". Both the covers should be put in another cover, sealed and superscribed as "Tenders for Services of Security Agency" should either be deposited in the Tender Box open upto 3.00 p.m on 30-9-2013 in the Office of the Officer on Special Duty(V&S), Pondicherry University or addressed to the Officer on Special Duty V&S), Pondicherry University, R.V. Nagar, Kalapet, Puducherry 605 014 so as to reach the OSD(V&S) through Registered Post or Courier on or before 3.00 p.m on 30-9-2013. Late tenders will not be considered.

Tenderers are requested to read carefully the Terms and Conditions at *Annexure – A* with respect to

- (1) Scope of work
- (2) Agency's representations and warranties
- (3) Agency's covenants
- (4) Payment Terms
- (5) Termination
- (6) Post termination responsibility of the agency
- (7) Non-exclusive
- (8) Arbitration.
- (9) Agreement

EMD of Rs.50,000/- in the form of Demand Draft drawn in favour of the Finance Officer, Pondicherry University, Puducherry, payable at Puducherry shall be submitted along with Pre-qualification Bid only. In case tender documents are downloaded from the University Website a demand Draft for Rs.3000/- plus 4% VAT drawn in favour of Finance Officer Pondicherry University, payable at Puducherry should also be enclosed. Tenders will be opened on 30-9-2013 3.00 p.m and the pre-qualification bids will also be opened on the same day in the presence of the available tenderers.

Based on the evaluation of the pre-qualified bids, tenderers will be short listed under intimation to the tenderers. Financial bids of such short listed tenderers only will be opened on 03-10-2013 3.00 p.m in the presence of available short listed tenderers and evaluated. Based on evaluation of Financial Bid the successful tenderer will be selected. EMD of unsuccessful tenderers will be refunded to them latest on or before the 30<sup>th</sup> day after the award of contract.

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

The rates quoted should not violate any Government regulations as applicable to the type of contract under this tender.

Statutory levies such as Service Tax will be admitted as per the GoI orders.

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

Registrar

**Terms and Conditions for providing Security Services for  
Pondicherry University Campus Kalapet Puducherry,  
Community College at Lawspet and Karaikal Centre**

**1.0 SCOPE OF WORK**

0.1 The selected Security Agency will deploy security personnel for providing Security Services for Pondicherry University Campus Kalapet, Puducherry, Community College at Lawspet and Karaikal Centre, to work in three shifts of eight hours 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 (next day)
4. General shift – 0900 hrs to 1730 hrs

1.02 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 training in handling standard fire fighting equipments.
- (e) Be able to maintain documents as per the security guidelines of the Pondicherry University and the instructions of the staff of Security Section, 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 for 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 agency shall be employed or engaged.

- 1.03 Apart from the 75 Security Guards, ten Assistant Security Officers per shift of eight hour duty per day and one Security Officer for General Shift will be deployed. They should be in the age group of 30 – 50 years and with a minimum qualification of Bachelor's degree for civilian and not below the rank of JCO in case of Ex-serviceman. Besides one four wheeler and six two wheelers should be employed for round the clock patrolling.
- 1.04 Duration of the contract shall be for one year subject to yearly appraisal and review by the University authorities and in case the jobs performed are 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 to be maintained by the Pondicherry University & a weekly meeting with the representative of the Agency and Officer on Special Duty (Vigilance and Security) (OSD (V&S)) will be held and minutes of the same recorded for compliance. A monthly meeting with the Branch Manager of the Agency to be held for follow-ups.

## **2.0 THE AGENCY'S REPRESENTATIONS AND WARRANTIES**

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

- 2.01 It 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/licences in all applicable jurisdictions) AND to authorize the execution, delivery and performance of this Agreement.
- 2.02 It 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 judgement as regards the quality and skills of the Agency and its Facility Staff, shall be final and binding on the Agency.

- 2.03 The execution of the Agreement and providing services hereunder by the Agency to the Pondicherry University does not and will not violate, breach any covenants, stipulations or conditions of any Agreement, Deed entered into by the Agency with any third party/ies.
- 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 / double duty is not allowed.
- 2.05 Agency 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 its 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 Agency, and it shall not involve the Pondicherry University in any way what-so-ever.
- 2.06 The selected Agency shall tender and submit an irrevocable and unconditional Bank Guarantee for Rs.25,00,000/- (Rupees twenty five lakh only) in favour of Finance Officer, Pondicherry University as Security Deposit for due compliance of contract obligations to the satisfaction of the Pondicherry University and to make good any loss on 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.

### **3.0 THE AGENCY'S COVENANTS**

- 3.01 The selected Security Agency 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 interalia implies that, each individual should know his responsibilities

- 3.02 The Agency shall supply uniforms (all weather) with Name plates to the persons engaged by it. The Pondicherry University shall not allow any employee of the Agency to work inside the Pondicherry University without uniform except in cases where-in specially asked for. The Agency shall get the identity card of each employee countersigned by the OSD(V&S) / Registrar of the University.
- 3.03 The Agency shall provide one four wheeler and six two wheelers for round the clock patrolling. The agency should give necessary operative support to OSD (V&S) when Security Management Software, CCTV arrangements 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 personnel detailed for duty will be submitted to the OSD (V&S), Pondicherry University within 15 days of signing the agreement.
- 3.05 Roll call of all shifts will be conducted in the Admn. Building of the Pondicherry University, under the supervision of 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 behaviour 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 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 Agency:-
- (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 Agency. 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 officer authorized.

- 3.11 Uniforms, Gum Boots, Torch lights, Whistles, Lattis, Raincoats, Name plates and Cycles for the Agency Staff will be provided by the Agency. Uniforms will not be of Kaki or Olive Green colour. The Agency 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 Agency 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.
- 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 Agency will forfeit the security deposit for Rs.25 lakh furnished in the form of an irrevocable and unconditional bank guarantee in case the Agency 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 (properties) of the University where the complicity or laxity of the Security Personnel of the agency is suspected, a joint enquiry will be held to apportion responsibility and determine the quantum of compensation to be paid by the Security Agency. 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 Security Agency 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 engagement with appropriate compensation to the Pondicherry University.
- 3.17 Period of contract: - The period of engagement will be for one year from the date of award of the contract/acceptance by 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 Security Agency 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, labour dispute, strike, any labour related disruption of its own staff, impediment or disruption in the due performance of the obligations of the Agency under this Agreement.
- 3.20 The Agency also agrees that in the event of any such work stoppage, slowdown, labour dispute, 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. A copy of the antecedents verification certificate issued by the police about the staff of the security Agency should be submitted to the OSD (V&S) / Registrar, Pondicherry University by the Agency.
- 3.22 The selected Security Agency shall be responsible and liable for and shall indemnify Pondicherry University and keep the Pondicherry University indemnified and safe and harmless at all times, against:-
- a) 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 Agency and/or any of its Staff, and/or
  2. any theft, robbery, fraud or other wrongful act or omission by the Agency and/or any of its Staff.
- 3.23 The Agency shall not appoint any Sub-Agency to carry out any obligation under the contract.
- 3.24 The Agency shall take day to day instructions from the OSD (V&S) or his Deputy in his absence.
- 3.25 The Agency shall be responsible for all injuries and accidents to persons employed by it. It will also cover its personnel for personal accident whilst performing the duty.
- 3.26 The Agency shall be responsible for the good conduct and behavior of its employees. If any employee of the Agency is found misbehaving with the supervisory staff or any other staff member / student of the Pondicherry University, it 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 Agency 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 Agency 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 Officer, Asst. Security Officer and Security Guards will be issued by the OSD(V&S) to the successful tenderer.

#### **4.0 PAYMENT TERMS**

4.01 Wages for the estimated 75 security guards per shift of eight hour duty per day, Ten Assistant Security Officers per shift of eight hours duty per day and One Security Officer (General Shift) should be paid by the Agency at not less than the rates mentioned below for their actual deployment.

1. Security Officer Rs.11,500/- per month General Shift (Consolidated)
2. Assistant Security Officers Rs.10,000/- per month (Consolidated) for a shift of 8 hours duty per day and
3. Security Guard Rs.279/- (Basic Rs.170 + Variable DA Rs.109) 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 Agency should make payment to the Security personnel at the above rates for the period actually employed in a month. This will be the base rate. (ie)
  - (a) Security Officer Rs.11,500/- per month General Shift (Consolidated)
  - (b) Assistant Security Officer Rs.10,000/- per month (Consolidated) for a shift of 8 hours duty per day.
  - (c) Security Guard Rs.279/- (Basic Rs.170 + Variable Dearness Allowance Rs.109 /- ) per shift of eight hours duty

(Approximate monthly billing would be Rs.20,00,000/- calculated on the base rate for 75 guards).

4.02 Monthly payment of wages to Security Guards includes (a) Basic + VDA and (b) Bonus. The agency should make payment to its employees by 5<sup>th</sup> of each month. After making payment as above, the Agency 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 Agency subject to their actual employment and proof of payment within five working days from the date of receipt of the claim.

- 4.03 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 and profit margin. This percentage rate of service charges will be taken for comparison among tenderers for acceptance of tender. This percentage rate will be applied on the Base Rate only and paid subject to proof of actual payment by the Agency to the employees. Bonus will not be considered for computing the service charges.
- 4.04 Service Tax at appropriate rate (at present 12.36%) will also be paid to the agency as per rules. Proof of having paid the Service Tax to the Central Excise Department should be produced subsequently to the University
- 4.05 Employer's contribution towards EPF relating to the security personnel employed under the contract will also be reimbursed to the agency as per rules based on submission of proof of having paid to the Provident Fund Organization. This will be based on actuals as per Rules only. This will not be considered for computing service charge payable to the Agency.
- 4.06 The Agency 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. Copy of the Bank Statement along with relevant returns in support of the above remittance should be submitted every month to the University.
- 4.07 During the currency of contract, in case, the Government of India increases Service Tax from the present rate, the increased rates will be paid. No increase in amount other than the statutory taxes and the minimum wages in the present rate if increased by GoI will be considered under any circumstances.

Details of payment of wages to the Security personnel made through Bank (in respect of each Security Personnel) should be furnished to the university every month without fail for verification.

- 4.08 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 Agency 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 become payable by the Agency to Pondicherry University under this Agreement.
- 4.09 The Agency shall pay its employees wages at the rates as agreed upon in the contract.
- 4.10 The University may provide accommodation at its discretion on rental basis in any building in the University Campus for use of the Agency and its 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 final dues.
- 4.11 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 Agency for any purpose including any claim, disputes, rights & duties as between Agency and its personnel. The University will not be responsible or liable to pay any sum or do any act or obligations under law like CPF,ESI, Gratuity, Leave Salary, Bonus or any statutory deductions etc., to the said personnel of the Agency and the Agency alone shall be responsible and liable for all such obligations. The Security Personnel whose services are provided by the Agency shall at all times and for all purpose be regarded as employees of the Agency which shall also be responsible for necessary service benefits due to the Security Personnel as per rules / Laws applicable in such cases.

- 4.12 The Agency shall alone be responsible & entitled to act in pursuance of this Contract and the Agency shall not directly or indirectly transfer, assign or makeover any rights and obligations of the Contract or any part thereof to any other persons.
- 4.13 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, Agency shall alone be responsible & liable to pay, reimburse & indemnify all losses & expenses suffered or paid or payable by University.
- 4.14 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 Agency shall give proper training to all the security personnel considering the varied nature of work in the University Campus.
- 4.15 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.
- 4.16 The Agency 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). The Agency 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 University from the Campus without proper authorization. They should prevent unauthorized entry of person and encroachment by patrolling of surrounding area. 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. 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 OSD (V&S) for endorsement every day.

4.17 Penalties will be levied as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments after due notice to the contractor.

<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 set)
• Absence of Patrolling vehicle (Four/two wheeler) per day	Rs.500/- (per vehicle)
• Keeping Main gates open From 10pm to 6am	Rs.5,000/-
• Unauthorised entry of Vehicles/outside	Rs.500/- per entry
• Guards found sleeping on duty/ Other kinds of negligence of duty	Rs.1,000/- per guard
• Non-manning of duty posts (Absence of guards / ASO)	Rs.1,000/- (Per Guard/ASO)
• Misusing of official telephone or computer	Rs.1,000/- (in addition recovering the actual cost of misuse)

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



4.18 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.

## **5.0 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 Agency has fulfilled and complied with all its obligations to the Pondicherry University in connection with and under this Agreement upto the date of such termination.

5.02 In case of breach of any of the terms of this Agreement by the Agency, Pondicherry University shall be entitled to terminate this agreement immediately without giving any written notice to the Agency 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 Agency arising directly or indirectly under this contract.

## **6.0 POST TERMINATION RESPONSIBILITY OF THE AGENCY**

6.01 Upon termination of this Agreement, the Agency shall immediately deliver to Pondicherry University all the Documents and any/all data, held by it and which are in possession/custody/control of its staff, to Pondicherry University. The Agency shall also forthwith remove all its staff together with its 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 Agency 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 Agency which may at the date be outstanding in the hands of Pondicherry University.

## **7.0 NON EXCLUSIVE**

7.1 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 Agency shall ensure that its entering into agreement/s with other parties, shall not in any way conflict with or affect PONDICHERRY UNIVERSITY's interests, rights, remedies under this Agreement or in law.

## **8.0 ARBITRATION**

8.1 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.

## **9.0 AGREEMENT**

9.1 Agreement has to be executed by the successful tenderer as per these Terms and Conditions.

Registrar

Signature  
Authorized representative with Seal

**PRE QUALIFICATION BID**

<b>Sl. No.</b>	<b>Details to be enclosed for verification</b>	<b>Whether proof is enclosed pl say YES if enclosed and "NO if not enclosed</b>	
1	In case tender documents are downloaded from the website of the University, a Demand Draft towards cost of tender for Rs.3000/- + 4% VAT drawn in favour of Finance Officer Pondicherry University, Puducherry payable at Puducherry.	Demand Draft No.....  Name of the Bank with Branch  .....	Yes / No
2	A Demand Draft for Rs.50,000/- towards Earnest Money Deposit drawn in favour of Finance Officer Pondicherry University, Puducherry and payable at Puducherry	Demand Draft No.....  Name of the Bank with Branch  .....	Yes / No
3	Proof for registering with Central Government / State Government for engaging a minimum of 250 Security Guards	Whether photo copy of the certificate with date of registration is enclosed	Yes / No

4	Proof for having experience of providing Security Services to large Industrial / Educational Institution after Registration at least in the preceding five years from the year 2008-09			
<b>Sl. No.</b>	<b>Year</b>	<b>Name of large Industrial / Educational Institutions &amp; Address</b>	<b>Annual Contract value (Rs. in lakh)</b>	<b>A copy of the certificate from the Institution is to be enclosed</b>
	2008-09			
	2009-10			
	2010-11			
	2011-12			
	2012-13			

5	Proof showing that the Agency is having at least three running contracts for providing security Service to large Industrial/Educational Institution with annual contract value of not less than Rs.75 lakh in respect of each institution.				
	<b>Sl. No.</b>	<b>Name of Institution with address</b>	<b>Period of contract</b>	<b>Annual Contract value (Rs. in lakh)</b>	<b>A copy of certificate from the Institution is to be enclosed</b>
	1				
	2				
	3				
6	Details of proof for registering with				
	<b>Sl. No.</b>	<b>Details</b>	<b>Registration No.</b>	<b>A copy of proof for Registering is to be enclosed</b>	
	1	Employee's Provident Fund organization			
	2	Employees State Insurance			
	3	Central Excise for Service Tax Department			
	4	PAN / TAN			

7	<b>Copy of Audited balance sheet with Profit &amp; Loss Account of the Agency for three years</b>	<b>Copy of Audited Balance Sheet with Profit and Loss Account is to be enclosed.</b>
	2010-11	Yes / No
	2011-12	Yes / No
	2012-13	Yes / No

Note: Pondicherry University reserves the right to accept or reject any tender without assigning any reason there of.

Desirable: Capacity to handle Patrolling Management Software, CCTV arrangements etc.

## **FINANCIAL BID**

For providing security services at Pondicherry University Campus at Kalapet Puducherry, Community College at Lawspet and Karaikal Centre

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 Agency.

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

### **Schedule**

<b>Sl. No.</b>	<b>Details</b>	<b>Rate in Percentage over the Base Rate</b>
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 Agency  
with Official Seal**